



AGENDA
BASEHOR CITY COUNCIL
November 19, 2012 7:00 p.m.
Basehor City Hall

1. **Roll Call** by Mayor David K. Breuer and Pledge of Allegiance
2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
 - a. Treasurer's Report
 - b. October 15 City Council Minutes
 - c. Liquor Retailer License – Shorty's
 - d. Cereal Malt Beverage License – Casey's
 - e. Ordinance 620 – Court Costs Amendment
 - f. Independent External Audit Services Agreement

3. Call to Public

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

4. Unfinished Business

5. New Business

6. Funding Extension of City Services (lots 1, 2, 54, 55 of Briarwood Estates)
7. Annexation Resolution (lots 1, 2, 54, 55 of Briarwood Estates)
8. Public Hearing Resolution for Annexation (lots 1, 2, 54, 55 of Briarwood Estates)
9. Ordinance No. 619 - Commercial Sewer Connection Fees
10. Extension of Neighborhood Revitalization Programs
11. Field of Dreams Operating Agreement
12. **City Administrator's Report**
13. **Mayor's Report**
14. **Council Members Report**
15. **Executive Session** (if needed)

16. Adjournment



The City of Basehor

Date: November 14, 2012

To: Basehor Mayor & City Council
Lloyd Martley, Interim City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: November 2012, Treasurer's Report

Background:

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending September 30, 2012.

- Revenues and expenses appear inflated in the Sewer and Bond & Interest Fund due to the recent debt issuance and refunding.
- Sales tax collections continue to track favorably.

Attachments:

City-Wide Financial Snapshot
Monthly Sales Tax Report
Solid Waste Enterprise Fund Report
Sewer Enterprise Fund Report
Monthly Check Register

CITY OF BASEHOR

OCTOBER 2012 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Collected	% Utilized	Current Balance
General	\$1,867,561	\$1,710,912	\$1,290,343	92%	69%	\$607,841
Special Park	\$25,000	\$11,469	\$23,887	46%	96%	\$125,574
Sewer	\$1,379,625	\$5,614,985	\$5,653,694	407%	410%	\$712,576
Cedar Lake Maintenance	\$40,000	\$15,545	\$22,346	39%	56%	\$13,394
Bond & Interest	\$702,234	\$2,123,402	\$1,928,922	302%	275%	\$981,863
Solid Waste	\$280,897	\$245,150	\$157,038	87%	56%	\$130,862
Special Highway	\$715,000	\$441,627	\$380,729	62%	53%	\$2,140,391
Municipal Equip. Reserve	\$8,840	\$798	\$45,966	9%	520%	\$309,624
Capitla Improvement	\$0	\$65,791	\$0	0%	100%	\$1,374,034
Employee Benefit	\$489,630	\$463,925	\$345,536	95%	71%	\$130,668
LCSD#3	\$33,000	\$20,601	\$21,397	62%	65%	\$22,876
	<u>\$5,541,787</u>	<u>\$10,714,207</u>	<u>\$9,869,858</u>	<u>193%</u>	<u>178%</u>	<u>\$6,549,703</u>

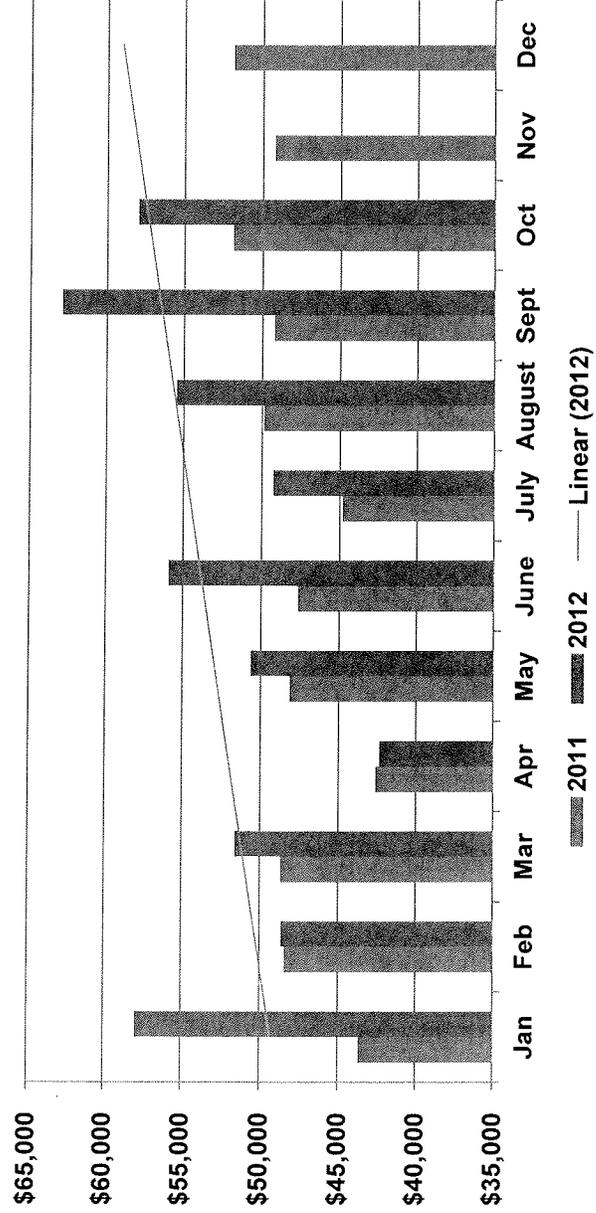
Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$306,950	\$253,671	\$53,279	83%
Street	\$183,100	\$145,387	\$37,713	79%
Governing Body	\$44,614	\$35,001	\$9,613	78%
Police	\$771,650	\$572,599	\$199,051	74%
Facilities	\$131,775	\$98,317	\$33,458	75%
Administrator	\$141,600	\$40,148	\$101,452	28%
Park & Recreation	\$32,955	\$27,399	\$5,556	83%
Miscellaneous	\$85,518	\$16,447	\$69,071	19%
HR	\$16,000	\$19,036	-\$3,036	119%
Planning	\$153,400	\$82,337	\$71,063	54%
	<u>\$1,867,562</u>	<u>\$1,290,343</u>	<u>\$577,219</u>	<u>69%</u>

MONTHLY SALES TAX COLLECTIONS 2008-2012

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>Monthly Diff.</u> <u>'11 - '12</u>	<u>%</u> <u>Difference</u>	<u>2012 YTD</u>	<u>Diff. '11 - '12</u>	<u>%</u> <u>Difference</u>
Jan	43,516.85	43,726.32	44,933.16	43,677.78	57,962.61	14,284.83	32.7%	57,962.61	14,284.83	32.7%
Feb	46,544.07	49,937.92	59,338.25	48,453.55	48,668.43	214.88	0.4%	106,631.04	14,499.71	15.7%
Mar	46,125.81	59,417.29	44,064.14	48,692.52	51,596.39	2,903.87	6.0%	158,227.43	17,403.58	12.4%
Apr	41,298.70	41,900.26	46,686.51	42,633.11	42,372.82	-260.29	-0.6%	200,600.25	17,143.29	9.3%
May	44,634.80	41,070.02	47,865.00	48,186.99	50,639.59	2,452.60	5.1%	251,239.84	19,595.89	8.5%
June	52,647.16	43,320.60	48,059.05	47,682.94	55,921.34	8,238.40	17.3%	307,161.18	27,834.29	10.0%
July	47,720.81	46,612.85	43,151.43	44,834.43	49,304.00	4,469.57	10.0%	356,465.18	32,303.86	10.0%
Aug	47,209.53	50,284.61	52,935.19	49,903.11	55,484.63	5,581.52	11.2%	411,949.81	38,537.65	10.3%
Sept	50,855.51	52,550.48	52,062.71	49,250.84	62,953.65	13,702.81	27.8%	474,903.46	49,608.22	11.7%
Oct	48,068.36	52,382.92	47,483.47	51,883.08	57,986.12	6,103.04	11.8%	532,889.58	55,711.26	11.7%
Nov	43,264.92	47,111.87	44,789.92	49,270.35						
Dec	43,884.31	56,073.14	46,693.70	51,874.96						
	555,770.83	584,388.28	578,062.53	576,343.66	532,889.58	57,691.23				
2012 TDD		\$9,562.87								

2011-12 Month to Month Comparison





SOLID WASTE FUND HIGHLIGHTS

For the Month of September 2012

MONTH	2011	2012	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,639	1,653	0.85%
February	1,635	1,655	1.21%
March	1,633	1,665	1.92%
April	1,638	1,672	2.03%
May	1,639	1,690	3.02%
June	1,642	1,688	2.73%
July	1,639	1,690	3.02%
August	1,639	1,701	3.64%
September	1,645	1,701	3.29%
October	1,647	1,697	2.95%
November	1633		
December	1639		
AVERAGE	1,639	1,681	2.51%

MONTH	2011	2012	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$16,413.01	\$23,276.77	29.49%
February	\$23,010.32	\$23,320.00	1.33%
March	\$22,959.12	\$23,379.98	1.80%
April	\$23,033.99	\$23,518.26	2.06%
May	\$23,040.15	\$23,794.81	3.17%
June	\$23,065.60	\$23,774.99	2.98%
July	\$23,017.69	\$23,719.21	2.96%
August	\$23,030.35	\$23,858.00	3.47%
September	\$23,112.81	\$23,922.17	3.38%
October	\$23,166.10	\$23,821.96	2.75%
November	\$23,016.61		
December	\$14,899.96		
TOTAL	\$261,765.71	\$236,386.15	

MONTH	2011	2012	% DIFFERENCE
	AVERAGE BILL	AVERAGE BILL	
January	\$10.01	\$14.08	28.91%
February	\$14.07	\$14.09	0.14%
March	\$14.06	\$14.04	-0.14%
April	\$14.06	\$14.07	0.07%
May	\$14.06	\$14.08	0.14%
June	\$14.05	\$14.07	0.14%
July	\$14.04	\$14.04	0.00%
August	\$14.05	\$14.03	-0.14%
September	\$14.05	\$14.06	0.07%
October	\$14.07	\$14.04	-0.21%
November	\$14.09		
December	\$14.06		
AVERAGE	\$13.72	\$14.06	



SEWER FUND HIGHLIGHTS

For the Month of September 2012

MONTH	2011 SWR COUNT	2012 SWR COUNT	% DIFFERENCE
January	1679	1789	6.15%
February	1676	1792	6.47%
March	1679	1797	6.57%
April	1774	1799	1.39%
May	1781	1801	1.11%
June	1779	1798	1.06%
July	1778	1799	1.17%
August	1781	1806	1.38%
September	1774	1805	1.72%
October	1777	1806	1.61%
November	1770		
December	1776		
AVERAGE	1752	1799	2.62%

MONTH	2011 SWR BILLED	2012 SWR BILLED	% DIFFERENCE
January	\$80,781.73	\$89,188.63	10.41%
February	\$80,627.21	\$89,662.48	11.21%
March	\$80,471.02	\$88,970.52	10.56%
April	\$80,010.76	\$89,233.29	11.53%
May	\$90,216.49	\$91,548.66	1.48%
June	\$89,998.38	\$89,646.47	-0.39%
July	\$89,284.06	\$90,508.05	1.37%
August	\$90,683.38	\$90,985.23	0.33%
September	\$91,270.81	\$92,083.69	0.89%
October	\$91,521.37	\$90,721.14	-0.87%
November	\$86,644.10		
December	\$86,654.61		
TOTAL	\$1,038,163.92	\$902,548.16	

MONTH	2011 AVERAGE SWR BILL	2012 AVERAGE SWR BILL	% DIFFERENCE
January	\$48.11	\$49.85	3.61%
February	\$48.11	\$50.03	4.00%
March	\$47.93	\$49.51	3.30%
April	\$45.10	\$49.60	9.97%
May	\$50.65	\$50.83	0.36%
June	\$50.59	\$49.86	-1.44%
July	\$50.22	\$50.31	0.18%
August	\$50.92	\$50.38	-1.06%
September	\$51.45	\$51.02	-0.83%
October	\$51.50	\$50.23	-2.47%
November	\$48.95		
December	\$48.79		
AVERAGE	\$49.36	\$50.16	1.62%

Check Register Report

Date: 10/08/2012

Time: 3:19 PM

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
First State Bank Checks							
19985	09/28/2012	Printed		US POSTAL	UNITED STATES POSTAL SERVICE	REPLENISH PERMIT #12	2,000.00
19986	10/08/2012	Printed		ADAI R	LISA ADAIR	YOUTH SPORTS REBATE	45.00
19987	10/08/2012	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP LTD/STD/AD&D/LIFE	603.20
19988	10/08/2012	Printed		AFFINIS	AFFINIS CORP	DESIGN SVC/WC PKWY (158-155)	14,020.00
19989	10/08/2012	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/SEPT 2012	936.96
19990	10/08/2012	Printed		APACKANSA	APAC-KANSAS INC	3/4 CLEAN ROCK-SWR LINE REHAB	195.58
19991	10/08/2012	Printed		ASPHALT	ASPHALT SALES COMPANY INC	175.18 TONS HOT MIX ASPHALT	8,934.18
19992	10/08/2012	Printed		BIGGS	SHAWN BIGGS	YOUTH SPORTS REBATE X2	90.00
19993	10/08/2012	Printed		BIZZELL/JA	JAKE & JENNIFER BIZZELL	YOUTH SPORTS REBATE	67.50
19994	10/08/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	15,173.88
19995	10/08/2012	Printed		CAPPER/JOD	JODI CAPPER	YOUTH SPORTS REBATE	67.50
19996	10/08/2012	Printed		CINTAS	CINTAS	SHOP TOWELS/MOPS-WEEKLY	108.06
19997	10/08/2012	Printed		CONS	CONS RURAL WATER DISTRICT #1	WATER USAGE	440.61
19998	10/08/2012	Printed		DESIGN ENE	DESIGN ENERGY GROUP	CODE REVIEW/COUNTRY PLACE	142.50
19999	10/08/2012	Printed		FELICH	MICHAEL & KELLIE FELICH	YOUTH SPORTS REBATE	67.50
20000	10/08/2012	Printed		FULTON	ANGELA FULTON	REIMB CITATION OVERPAY	20.00
20001	10/08/2012	Printed		GARCIA	DMITIRI A GARCIA	YOUTH SPORTS REBATE	67.50
20002	10/08/2012	Printed		GOLDERS	GOLDER'S PLUMBING & REMODEL	TEST (2) BACKFLOWS @ WWTF	110.00
20003	10/08/2012	Printed		GUERRA	JOSE GUERRA	YOUTH SPORTS REBATE	67.50
20004	10/08/2012	Printed		HARRIS/DER	DEREK HARRIS	YOUTH SPORTS REBATE	67.50
20005	10/08/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,731.85
20006	10/08/2012	Printed		HINTON	BILLY & KACY HINTON	YOUTH SPORTS REBATE	45.00
20007	10/08/2012	Printed		HR HAVEN	HR-HAVEN INC	MONTHLY HR RETAINER FEE/OCT	500.00
20008	10/08/2012	Printed		HUNDLEY	JAMES HUNDLEY	YOUTH SPORTS REBATE	67.50
20009	10/08/2012	Printed		IDEAL LAWN	IDEAL LAWN & LANDSCAPE	BASEHOR BLVD MOW/AUGUST	45.00
20010	10/08/2012	Printed		INGRAM C	CORI INGRAM	YOUTH SPORTS REBATE	67.50
20011	10/08/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI MONTHLY FACILITY FLOW TESTS	154.00
20012	10/08/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	658.73
20013	10/08/2012	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	969.50
20014	10/08/2012	Printed		KELLY	MICHAEL E KELLY	CITY PROSECUTOR FEES	476.00
20015	10/08/2012	Printed		KITCHEN	MORGAN KITCHEN	YOUTH SPORTS REBATE	67.50
20016	10/08/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIBUTION	4,839.57
20017	10/08/2012	Printed		LASLEY/JEN	JENNIFER & SHAWN LASLEY	YOUTH SPORTS REBATE	67.50
20018	10/08/2012	Printed		LAWN	LAWN TAMERS	CONTRACT MOW/PINES OF PINEHRST	552.50
20019	10/08/2012	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES	490.00
20020	10/08/2012	Printed		LUTGEN/D	DAVID LUTGEN	YOUTH SPORTS REBATE	67.50
20021	10/08/2012	Printed		BROWN	LORI MALETA-BROWN	YOUTH SPORTS REBATE	67.50
20022	10/08/2012	Printed		MEDINA	LAURA MEDINA	YOUTH SPORTS REBATE	45.00
20023	10/08/2012	Printed		MERCHANT S	MERCHANT SERVICES GROUP	CITYWIDE CREDIT CARD FEES	153.93
20024	10/08/2012	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/OCT 2012	1,325.00
20025	10/08/2012	Printed		MITCHELL	JENNIFER MITCHELL	YOUTH SPORTS REBATE	67.50
20026	10/08/2012	Printed		NAT SIGN	NATIONAL SIGN COMPANY INC	MISC SIGN ORDER/CITY STREETS	1,036.50
20027	10/08/2012	Printed		OMEGA	OMEGA DOOR & HARDWARE	REPAIR 3 DOORS @ WWTF	666.09

Check Register Report

Date: 10/08/2012

Time: 3:19 PM

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
First State Bank Checks							
20028	10/08/2012	Printed		ORTON	DARRIN ORTON	YOUTH SPORTS REBATE	67.50
20029	10/08/2012	Printed		PENEGAR/JE	JEN PENEGAR	YOUTH SPORTS REBATE X2	45.00
20030	10/08/2012	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
20031	10/08/2012	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO BILLING/AUG	100.00
20032	10/08/2012	Printed		REID	KATHY & ERIC REID	YOUTH SPORTS REBATE	67.50
20033	10/08/2012	Printed		SCHMIDT P	PAT & AMY SCHMIDT	YOUTH SPORTS REBATE	45.00
20034	10/08/2012	Printed		SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEE	300.00
20035	10/08/2012	Printed		SHIRLEY	DALE SHIRLEY	YOUTH SPORTS REBATE X2	90.00
20036	10/08/2012	Printed		SMITH	RALPH SMITH	PUMP OUT SEPTIC TANK/FOD	220.00
20037	10/08/2012	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEES	400.00
20038	10/08/2012	Printed		SPECTRA	SPECTRA	HEAVY DUTY TRASH BAGS/PARK	1,355.41
20039	10/08/2012	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SVC/CITY HALL/SEPT	387.00
20040	10/08/2012	Printed		STEWART	JEFF & LEANN STEWART	YOUTH SPORTS REBATE X2	135.00
20041	10/08/2012	Printed		TALLMAN	TALLMAN AUTO BODY LLC	ALIGNMENT/#8	69.95
20042	10/08/2012	Printed		TEEPLE	MIKE & ANGIE TEEPLE	YOUTH SPORTS REBATE	67.50
20043	10/08/2012	Printed		TIMMER/CHR	CHRIS & LAURA TIMMER	YOUTH SPORTS REBATE X4	180.00
20044	10/08/2012	Printed		TORKELSON	KURT & AMY TORKELSON	YOUTH SPORTS REBATE X2	112.50
20045	10/08/2012	Printed		VANGOSEN	SCOTT VANGOSEN	YOUTH SPORTS REBATE	67.50
20046	10/08/2012	Printed		VERDICT	ANNITA VERDICT	YOUTH SPORTS REBATE	67.50
20047	10/08/2012	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	421.40
20048	10/08/2012	Printed		WHISENANT	SHANNON WHISENANT	YOUTH SPORTS REBATE	67.50
20049	10/08/2012	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LEGAL SVCS THRU 9/15 & MISC	3,015.62
20050	10/08/2012	Printed		WRIGHT EX	WRIGHT EXPRESS	CITYWIDE FUEL CHARGES/AUG	4,003.65
Total Checks: 66							69,971.67
Checks Total (excluding void checks):							69,971.67

Lloyd Martley 10-10-12
 Lloyd Martley Date
 Interim City Administrator

Corey Swisher 10/09/12
 Corey Swisher Date
 City Clerk/Finance Director

Kristi Olson 10/8/12
 Kristi Olson Date
 Accounting Clerk

Check Register Report

Date: 10/12/2012

Time: 11:39 AM

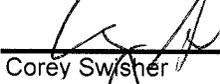
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City Of Basehor

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
First State Bank Checks							
20051	10/12/2012	Printed		BANZHAF/DA	DAVID J AND SANDRA L BANZHAF	EASEMENT/WC PKWY 155-158TH ST	50.00
20052	10/12/2012	Printed		CITIZEN	CITIZENS SAVINGS & LOAN ASSOC	EASEMENT/WC PKWY 155-158TH ST	10.00
20053	10/12/2012	Printed		COLEMAN	COLEMAN EQUIPMENT INC	CASE W252 SMOOTH DRUM ROLLER FOR ASPHALT 2 1/2 TON CAPACITY	5,600.00
20054	10/12/2012	Printed		EBERT	JOHN W & W EARLENE EBERT	EASEMENT/WC PKWY 155-158TH ST	20.00
20055	10/12/2012	Printed		KRANZ	KRANZ OF KANSAS CITY	SWENSON 8' STEEL SPREADER ON FORD F-350 4x4 INCLUDES INSTALL	3,619.00
20056	10/12/2012	Printed		LITTLE ANG	LITTLE ANGELS LEARNING CENTER	EASEMENT/WC PKWY 155-158TH ST	20.00
20057	10/12/2012	Printed		MILES EXCA	MILES EXCAVATING INC	EASEMENT/WC PKWY 155-158TH ST	30.00
20058	10/12/2012	Printed		SPOTS OFF	SPOTS OFF LLC	EASEMENT/WC PKWY 155-158TH ST	40.00
20059	10/12/2012	Printed		WESTLAND C	WESTLAND CONSTRUCTION	INSTALL 5 POLE BASES CONDUCT; FIX GRINDER PUMP PIT; FIX SWR	4,200.00
				Total Checks: 9	Checks Total (excluding void checks):		13,589.00


 Lloyd Martley Date 10-12-12
 Interim City Administrator


 Corey Swisher Date 10/19/12
 City Clerk/Finance Director


 Kristi Olson Date 10/12/12
 Accounting Clerk

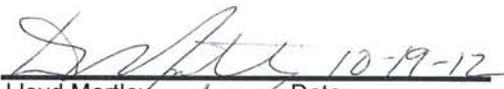
Check Register Report

Date: 10/19/2012
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City Of Basehor

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
First State Bank Checks							
20060	10/19/2012	Printed		APACKANSAS	APAC-KANSAS INC	CLEAN ROCK/GRINDER PIT REPLACE	316.14
20061	10/19/2012	Printed		APWA	APWA	MBRSH/PLEAK, MITCH	164.00
20062	10/19/2012	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	88.86
20063	10/19/2012	Printed		BLANCHARD	DYLAN BLANCHARD	REIMB CITATION OVERPAY	5.00
20064	10/19/2012	Printed		CUSSEN	JACK D CUSSEN P.E.	4HRS/ELECTRICAL TRNG/WWTF	340.00
20065	10/19/2012	Printed		DOCKERY T	TRACI JO DOCKERY	REIMB MEAL/KACM CONF TRNG	13.81
20066	10/19/2012	Printed		ETS	ETS	UB WEB CREDIT CARD FEES	202.09
20067	10/19/2012	Printed		FARM B	FARM BUREAU FINANCIAL SVCS	ACCIDENT REPORT SHUD BE LV CTY	5.00
20068	10/19/2012	Printed		FORD/CHRIS	CHRIS FORD	YOUTH SPORTS REBATE X2	45.00
20069	10/19/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	457/401A RETIREMENT CONTRIB	2,719.75
20070	10/19/2012	Printed		HOMAVANES	VANESSA HOMA	YOUTH SPORTS REBATE	45.00
20071	10/19/2012	Printed		IDEAL LAWN	IDEAL LAWN & LANDSCAPE	BASEHOR BLVD MOWING-SEPT	43.00
20072	10/19/2012	Printed		J & A TRAF	J & A TRAFFIC PRODUCTS	NEW JACKJAW U-CHANNEL	400.00
20073	10/19/2012	Printed		JOHNSON CL	JOHNSON COUNTY	BI MONTHLY FACILITY FLOW 9-20	179.00
20074	10/19/2012	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEM INC	MNTHLY LOCATES/SEPT/97 LOCATES	101.85
20075	10/19/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	658.73
20076	10/19/2012	Printed		KELLY	MICHAEL E KELLY	CITY PROSECUTOR FEES	493.00
20077	10/19/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIBUTION	4,712.29
20078	10/19/2012	Printed		KSPE	KS SOCIETY OF PROF	MBRSH/PLEAK, MITCH	190.00
20079	10/19/2012	Printed		LAND CO	LAND CO REAL ESTATE SVCS INC	ROW ACQUISITION SVCS/MC PKWY	2,970.00
20080	10/19/2012	Printed		LV CO	LEAVENWORTH CITY & COUNTY	COURT SERVICES	2,739.15
20081	10/19/2012	Printed		LV SHERIFF	LEAVENWORTH COUNTY	JAIL BOARD FEES	87.50
20082	10/19/2012	Printed		LYNNE/CA	CATHERINE LYNNE	REIMB CITATION OVERPAY	20.00
20083	10/19/2012	Printed		MERCHANT S	MERCHANT SERVICES GROUP	CITYWIDE CREDIT CARD FEES	133.56
20084	10/19/2012	Printed		NEWELL	RANDY NEWELL	REIMB CITATION OVERPAY	20.00
20085	10/19/2012	Printed		PAVING MAI	PAVING MAINTENANCE SUPPLY	2.5 TONS POLYFLEX CRACK SEAL	1,720.17
20086	10/19/2012	Printed		REAVEY LAW	REAVEY LAW LLC	LEGAL SVCS/CEDAR LAKES ANNEX	1,727.00
20087	10/19/2012	Printed		ROCK RIVER	ROCK RIVER ARMS INC	AMMUNITION	2,235.00
20088	10/19/2012	Printed		SELECT IMA	SELECT IMAGING	FILEBOUND HOST FEE	300.00
20089	10/19/2012	Printed		SHAWNEE FO	SHAWNEE MISSION FORD	2013 FORD SEDAN AWD PI CAR/CHIEF	23,519.00
20090	10/19/2012	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEE	400.00
20091	10/19/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE	63.12
20092	10/19/2012	Printed		SUCHY	CARRY SUCHY	YOUTH SPORTS REBATE X2	90.00
20093	10/19/2012	Printed		TYLER TECH	TYLER TECHNOLOGIES, INC.	FUND BALANCE MAINT FEE (1 YR)/UTIL BILL WEB PAY SETUP/HOSTING FEE	4,166.25
20094	10/19/2012	Printed		WALKER/R	ROBERTA WALKER	REIMB CITATION OVERPAY	20.00
20095	10/19/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	14,278.44
Total Checks: 36						Checks Total (excluding void checks):	65,211.71


 Lloyd Martley Date 10-19-12
 Interim City Administrator


 Corey Swisher Date 10/19/12
 City Clerk/Finance Director


 Kristi Olson Date 10/19/12
 Accounting Clerk

Check Register Report

Date: 11/01/2012

Time: 2:17 PM

Page: 1

City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
First State Bank Checks							
20096	11/02/2012	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP ADD/LTD/STD/LIFE	603.56
20097	11/02/2012	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/OCT 2012	936.96
20098	11/02/2012	Printed		APACKANSA	APAC-KANSAS INC	AB-3 GRAVEL/STREET PROJECTS	433.23
20099	11/02/2012	Printed		BASEHOR	BASEHOR AWARDS & TROPHIES	NAME PLATE/LEGGETT	18.00
20100	11/02/2012	Printed		BASEHOR VF	BASEHOR VFW POST 11499	ANNUAL VETERANS DAY CONTRIB	1,000.00
20101	11/02/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	15,173.88
20102	11/02/2012	Printed		CARTER WAT	CARTER WATERS CORPORATION	16" DIAMD TIP HI SPD BLADE/SAW	1,938.30
20103	11/02/2012	Printed		COMMERCE	COMMERCE PURCHASING	CITYWIDE PURCHASING CHGS-AUG	45,851.42
20103	11/02/2012	Printed		COMMERCE	COMMERCE PURCHASING	CITYWIDE PURCHASING CHGS-SEPT	39,075.34
20104	11/02/2012	Printed		CONS	CARD CONS RURAL WATER DISTRICT #1	WATER USAGE	313.80
20105	11/02/2012	Printed		EARL BRYAN	EARL BRYANT ENTERPRISES, INC.	REPAIR AC UNIT/WWTF-MCC RM 1	235.00
20106	11/02/2012	Printed		FASTENAL	FASTENAL COMPANY	MISC SUPPLIES FOR PWD SHOP	351.71
20107	11/02/2012	Printed		FIRST ST	FIRST STATE BANK	TCE/PDE/ROW-WC PROJ (155-158)	30.00
20108	11/02/2012	Printed		FIRST STAT	FIRST STATE BANK AND TRUST	SAFETY DEPOSIT BOX RENTAL	75.00
20109	11/02/2012	Printed		GALL/TERRY	TERRY & TRACI GALL	YOUTH SPORTS REBATE	67.50
20110	11/02/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,737.41
20111	11/02/2012	Printed		INTER ALL	INTERSTATE ALL BATTERY CENTER	NEW BATTERIES (3) LIFT STATION	53.80
20112	11/02/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI- MO FACILTIY FLOW TEST/10-4	154.00
20113	11/02/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	658.73
20114	11/02/2012	Printed		KNAPHEIDE	KNAPHEIDE TRUCK EQUIPMENT KC	NEW SPREADER/CHUTE ASSEMBLY	620.93
20115	11/02/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIBUTION	4,759.47
20116	11/02/2012	Printed		KRAMER	CURTIS & JENNIFER KRAMER	YOUTH SPORTS REBATE X2	135.00
20117	11/02/2012	Printed		LAND CO	LAND CO REAL ESTATE SVCS INC	ROW ACQUISTION SVCS/WC PKWY	990.00
20118	11/02/2012	Printed		LEDBETTER	CARRIE LEDBETTER	YOUTH SPORTS REBATE	45.00
20119	11/02/2012	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/NOV 2012	1,325.00
20120	11/02/2012	Printed		MIZE	MIZE HOUSER & COMPANY INC	REG/MARTLEY,SWISHER/WRKSHOP	100.00
20121	11/02/2012	Printed		OHS-	OHS-COMPCARE	PREPLACEMENT/LEGGETT	29.95
20122	11/02/2012	Printed		REGISTER	REGISTER OF DEEDS	MTG/RECORDING FEE-PRA GAR PH2	67.66
20123	11/02/2012	Printed		SCOTT/ERIC	ERIC & KIMBERLY SCOTT	YOUTH SPORTS REBATE	45.00
20124	11/02/2012	Printed		SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEE/NOV	300.00
20125	11/02/2012	Printed		SELLERS	SELLERS EQUIPMENT INC	NEW SVC MANUAL/DRUM ROLLER	150.26
20126	11/02/2012	Printed		SHARP/RH	RHONDA SHARP	YOUTH SPORTS REBATE X2	112.50
20127	11/02/2012	Printed		SPECTRA	SPECTRA	8 BLOCKS/BASON @ WWTF	739.28
20128	11/02/2012	Printed		STAWINSKI	BRIAN STAWINSKI	YOUTH SPORTS REBATE X2	52.50
20129	11/02/2012	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SVCS/CITY HALL/OCT	387.00
20130	11/02/2012	Printed		STRAIGHT	STRAIGHT-LINE STRIPPING INC	STRIPING VARIOUS CITY STREETS	1,100.40
20131	11/02/2012	Printed		TODD'S TIR	TODD'S TIRE LLC	MOWER TIRES/PWD	281.28
20132	11/02/2012	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	421.40
20133	11/02/2012	Printed		WICHITA	WICHITA STATE UNIVERSITY	REG/RENN,K/MUN CLERK ACADEMY	460.00
20134	11/02/2012	Printed		WRIGHT EX	WRIGHT EXPRESS	CITY FUEL CHARGES/SEPT 2012	3,344.22

Total Checks: 39

Checks Total (excluding void checks):

125,174.49


 Lloyd Martley Date 11-2-12
 Interim City Administrator


 Corey Swisher Date 11/1/12
 City Clerk/Finance Director


 Kristi Olson Date 11/1/12
 Accounting Clerk



Basehor City Council Meeting Minutes Basehor City Hall, October 15, 2012

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

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

Council Members present: Mayor David K. Breuer, Travis Miles, Richard Drennon, Vernon Fields, Ty Garver, Brian Healy

Staff Present: Interim City Administrator/Police Chief Lloyd Martley, City Engineer Mitch Pleak, City Superintendent Gene Myracle, City Clerk/Finance Director Corey Swisher

2. Consent Agenda

- a. September 17, City Council Meeting Minutes
- b. Treasurer's Report

Miles moved to approve the Consent Agenda with Drennon seconding

3. Call to Public

Jim Washington expressed concern about lowering the commercial sewer rate.

Bill Hooker asked Council to defer purchasing a new police cruiser until a maintenance update on the City's rolling stock was provided.

4. Unfinished Business

There was none.

5. New Business

6. Consider Purchase of Police Department Cruiser

Miles moved to approve the purchase with Garver seconding. The motion passed unanimously, 5-0.

7. Consider Street Repair Agreement

Drennon moved to approve the agreement with Miles seconding. The motion passed unanimously, 5-0.

8. Consider Ordinance No. 619 – Commercial Sewer Connection Fees

Healy moved to continue the item on November, 5 with Garver seconding. The motion passed unanimously, 5-0.

9. Consider Resolution 2012-19 – 142nd Street Resurfacing Agreement

Drennon moved to approve the Resolution with Miles seconding. The motion passed unanimously, 5-0.

10. City Administrator's Report

Martley stated the City Administrator position announcement was being advertised. He then explained staff continued to prepare for a proposed annexation at 153rd and Pinehurst.

11. Mayor's Report

There was none.

12. Council Members Report

There was none.

13. Executive Session

There was none.

14. Adjournment

David K. Breuer, Mayor

Attest:

Corey Swisher, City Clerk

Memorandum

To: Lloyd Martley
CC: Mr. Mayor and City Council, Corey Swisher
From: Mark Lee, Building Official
Date: 11/9/2012
Re: Liquor License Renewal

Mark Lee, Building Official Recommendations

Zoned in a CP-2 "General Business" and CP-1 "Neighborhood Business" zoning district allows Shorty's Liquor Store and Casey's General Store, to sell liquor/alcoholic beverages. Staff has no objections to the renewal of the 2013 license renewal application.

An annual inspection was conducted, no deficiencies were noted.

The City Clerk's office has confirmed that all permit and business license fees have been paid in full.

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

Respectfully,

Mark Lee
Building Official

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item E

Topic: Amend Section 9-112 entitled "Court Costs" of the City Code

Action Requested: Approve amendment to 9-112 of the City Code to incorporate section F and G.

Narrative: Section F states any defendant who has been sentenced to serve jail time by the Municipal Court will be assessed a jail fee as set by the Leavenworth County Sheriff's Office. At the current time the city is paying this fee. Section G imposes \$250.00 dollar fine for driving under the influence for Community Corrections Supervision.

Presented by: Lloyd Martley, Chief of Police

Administration Recommendation: Approve amendment as written

Committee Recommendation:

Attachments: Amendment to 9-112

Projector needed for this item?

No

ORDINANCE NO. 620

AN ORDINANCE AMENDING SECTION 9-112, ENTITLED " COURT COSTS", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, AND REPEALING IN ITS ENTIRETY ORDINANCE NO. 538, ENTITLED "AN ORDINANCE AMENDING CERTAIN MUNICIPAL COURT COSTS".

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend and update Section 9-112 of the City Code of the City of Basehor, Kansas; and

WHEREAS, it is also necessary to repeal Ordinance No. 538, as it conflicts with Section 9-112 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Section 9-112 of the City Code of the City of Basehor, Kansas, shall be amended with the addition of the underlined text and deletion of the stricken text set forth in the pertinent existing section set forth herein:

9-112 COURT COSTS. (a) For any traffic offense, which results in a conviction, diversion or amendment, the costs to be assessed by the Municipal Court shall be ~~thirty five dollars (\$35.00)~~ forty five dollars (\$45.00).

(b) For any offense listed in the public offense code, duly passed, approved and adopted by the governing body, the costs to be assessed by the Municipal Court shall be ~~thirty five dollars (\$35.00)~~ forty five dollars (\$45.00).

(c) For any other municipal offense, the costs to be assessed by the Municipal Court shall be ~~thirty five dollars (\$35.00)~~ forty five dollars (\$45.00).

(d) The costs set forth in Section ~~(1), (2) and (3)~~ (a), (b), and (c) shall be in addition to any fines, forfeitures or penalties imposed by the municipal court judge.

~~(e) In accordance with KSA 12-4117, moneys received from court costs levied and moneys received from any fines, forfeitures, or penalties imposed by the municipal court judge shall be deposited in the general fund money market account. Therefore shall be paid to the treasurer of the State of Kansas \$19.50 for every conviction. The remainder of moneys received from court costs and fines, forfeitures, and penalties shall be paid to the general fund of the city, and expended therefore as governing body shall deem necessary and prudent.~~

~~(Ord. 495, Sec. 1; Ord. 399; Code 2007)~~

(ef) If a Kansas drivers' license is suspended through the Municipal Court, an additional sum of fifty nine dollars (\$59.00), along with a twenty two dollar (\$22.00) judicial branch surcharge, shall be imposed for drivers' license reinstatement, to be paid to the treasurer of the State of Kansas. Any out of state driver's license which is suspended through Municipal Court shall not be assessed the Kansas reinstatement fee. The remainder of moneys received from

court costs and fines, forfeitures and penalties shall be paid to the general fund of the City of Basehor, and expended as the governing body shall deem necessary and prudent.

(fg) Any defendant who has been sentenced to serve jail time by the Municipal Court shall be assessed a fee per day for time spent in the Leavenworth County jail as set by the Leavenworth County sheriff's office.

(gh) A fee of two hundred and fifty dollars (\$250.00) will be imposed for community corrections supervision for defendants charged with driving under the influence ("DUI").

Section 2. That Ordinance 538 be repealed in its entirety.

Section 3. That all other ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 4. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this ___ day of November, 2012.

APPROVED by the Mayor this ___ day of November, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney



The City of Basehor

Date: November 14, 2012
To: Basehor Mayor & City Council
Interim City Administrator/Police Chief Lloyd Martley
From: Corey Swisher, City Clerk/Finance Director
Re: Independent External Audit Services Agreement

Background:

In October of 2010, the City issued a Request for Proposals (RFP) to several audit service providers. The purpose of the RFP was to secure external audit services for a two-year period to begin with fiscal year 2010, with the option to extend the agreement for three additional one year periods. In December of 2010, Council voted unanimously to enter into an agreement with Lowenthal, Webb & Oderman, P.A.

Since that time Lowenthal, Webb & Oderman, P.A S have merged with Mize & Houser Company P.A. Staff has been very satisfied with the performance of Mize & Houser and would like to retain their services to provide the 2012, fiscal year independent external audit. The quoted price for a Generally Accepted Accounting Principles (GAAP) compliant audit for the 2012, fiscal year is \$18,250. This represents a negligible 1.95% increase from the two prior years.

Action Requested of Council:

Approve 2013 independent external audit agreement.

Attachments:

Mize & Houser P.A. Understanding of Services
System Review Report
Proposal

October 15, 2012

Mayor and City Council
City of Basehor
2650 N. 155th Street
Basehor, KS 66007

We are pleased to confirm our understanding of the services we are to provide the City of Basehor, Kansas, (the City) for the year ended December 31, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2012.

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

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

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

www.mizehouser.com ■ mhco@mizehouser.com

634 S Kansas Ave, Suite 700 ■ Topeka, KS 66603-3465 ■ 785.233.0536 p ■ 785.233.1078 f
634 S Kansas Ave, Suite 400 ■ Topeka, KS 66603-3454 ■ 785.234.5573 p ■ 785.234.1037 f
7101 College Blvd, Suite 900 ■ Overland Park, KS 66210-1934 ■ 913.451.1882 p ■ 913.451.2211 f
120 E Ninth ■ Lawrence, KS 66044-2682 ■ 785.842.8844 p ■ 785.842.9049 f
900 Massachusetts, Suite 301 ■ Lawrence, KS 66044-2888 ■ 785.749.6950 p ■ 785.749.5061 f

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You have requested that we prepare the financial statements that are the subject matter of this audit and the capital assets depreciation schedule for the year ended December 31, 2012, hereinafter referred to as nonattest services. You are responsible for those financial statements and for the selection of useful lives, depreciation methods and capitalization thresholds used in this capital assets depreciation schedule. You are responsible for making management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

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

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

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

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

With regards to the electronic dissemination of audited financial statements, including financial statements published electronically on your website (if any), you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures-General

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

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

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

Audit Procedures-Internal Control

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

Audit Procedures-Compliance

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

Audit Administration, Fees and Other

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

In the interest of facilitating our services to your organization, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your organization. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

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

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

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

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

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

Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed \$18,250, except as noted above. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

MIZE HOUSER & COMPANY P.A.
Certified Public Accountants

By Audrey M. Odermann

RESPONSE:

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

By: _____

Title: _____

Date: _____

SYSTEM REVIEW REPORT

November 4, 2009

Shareholders
Mize, Houser & Company, P.A.

and the
Peer Review Committee of the Kansas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of *Mize, Houser & Company, P.A.* (the "Firm") in effect for the year ended September 30, 2009. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* ("standards") established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of *Mize, Houser & Company, P.A.* in effect for the year ended September 30, 2009, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. *Mize, Houser & Company, P.A.* has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'Rehmann Robson'.



MIZE HOUSER
COMPANY P.A.

October 19, 2012

Corey Swisher
City of Basehor
2620 N. 155th
P.O. Box 406
Basehor, KS 66007

We are pleased to have the opportunity to submit this proposal to provide professional auditing services to the City of Basehor, Kansas, for the year ended December 31, 2012.

We understand the scope of work as follows:

We will express an opinion on the fair presentation of the City's basic financial statements, each of its major funds and its aggregate remaining fund information in conformity with generally accepted accounting principles. We will also provide an "in-relation-to" opinion on the combining and individual fund statements and schedules, and the Schedule of Expenditures of Federal Awards, if applicable. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and the Kansas Municipal Audit Guide. The scope of the audit will also include the preparation of the various components of the financial report.

Mize Houser & Company P.A., is a full service firm of certified public accountants with offices in Overland Park, Topeka and Lawrence, Kansas. We maintain a practice focus in the area of professional accounting and auditing services to local governments in Kansas and Missouri. We have extensive experience in providing quality audit services to many governments. Our retention history as a firm for municipal audits has been excellent. We invite you to contact any of the governments listed in this proposal.

We have a team of full time auditors that are available to answer the City's daily operation questions. The individual team members that would be assigned to the City's audit, work exclusively on the audits of local governments. Because of this government experience, our audit team has developed efficient and effective services that will minimize the interruption of the City staffs daily operations. As a firm, we are committed to being easily accessible to our clients at all times.

We are also members of several professional organizations that allow us access to the most recent developments in professional standards and industry related issues. This access allows us to educate our staff in areas that may directly affect your audit. In addition, we are able to communicate relevant issues to our clients that may assist the City in complying with various state and national requirements.

We look forward to discussing this proposal with the City's staff in the near future. Once again thank you for the opportunity to present this proposal.

Cordially,

Audrey M. Odermann, CPA

Detailed Proposal

Firm Qualifications and Experience

Mize Houser & Company P.A., is a full service firm of approximately one hundred and eighty full time staff. The firm's Lawrence office would conduct the audit of the City. The Lawrence office consists of twenty-six full time staff and three part time staff members. The governmental audit staff consists of nine full time staff and three part time staff members. We provide auditing, accounting, tax and consulting services to our clients. The governmental audit staff used for the City of Basehor audit would include five full time professionals. The five full time professional staff would include a partner, a manager, an in-charge, and two staff auditors. The firm would also provide an individual to perform the quality control review of the City's audited financial statements.

The firm's quality control policy includes extensive guidance in the areas of leadership responsibilities over the audit, relevant ethical requirements, personnel assignment including recruitment and hiring of staff, firm independence, acceptance and continuance of clients, professional development, engagement documentation, and engagement performance and monitoring. All of our audits are reviewed by both the partner in charge of the audit and an independent quality control reviewer. These reviews include a detailed inspection of every workpaper and the completed financial statements. As part of our quality control policy, we completed a quality control review performed by external certified public accountants in accordance with the requirements of the American Institute of Certified Public Accountants. This review resulted in an unqualified opinion with no letter of comments. Attached for your reference is a copy of our most recent external quality control review report, which included the review of several government audits.

Firm personnel are active members in several professional organizations. The assigned staff members listed are members of the following organizations:

1. American Institute of Certified Public Accountants
2. Kansas Society of Certified Public Accountants
3. Government Finance Officers Association
4. Government Audit Quality Center

Partner, Supervisory and Staff Qualifications and Experience

The following individuals have extensive government audit experience and have all met the GAO Continuing Education requirement for in-charge personnel and are available to staff the audit of the City of Basehor:

Audrey M. Odermann CPA, Partner In Charge

Mrs. Odermann is a shareholder in our office and has a practice focus in the area of local governments. Mrs. Odermann is a member of the Government Finance Officers Association (GFOA) and is a special review committee member for the GFOA certificate of achievement program. Mrs. Odermann is also a member of the firm's quality control committee and represents the firm as a participating member of the AICPA Governmental Audit Quality Center. Mrs. Odermann is also a board member of the Kansas Municipal Audit Guide Editorial Board. She assisted Shawnee Mission USD with early implementation of GASB 34 in 2001 and Blue Valley USD in 2002. She has worked for the firm for fourteen years.

Brian Nyp, CPA, Manager

Mr. Nyp became a CPA in 2005 and has worked for the firm since 2003. He has nine years of public accounting experience in auditing, review and tax services. He obtained his degree from the University of Kansas. Mr. Nyp works as the audit manager on the Shawnee, Blue Valley USD, and Kansas City Kansas USD audits. Mr. Nyp is also a member of the Government Finance Officers Association (GFOA) and was selected to participate in the Kansas CPA Society 20 Under 40 Leadership Committee.

Abram Chrislip, CPA, In-Charge

Mr. Chrislip became a CPA in 2003 and has worked for the firm since 2002. He has ten years of public accounting experience in auditing, review and tax services. He obtained both his undergraduate and graduate degrees from the University of Kansas. Mr. Chrislip works as the manager on both Shawnee Mission USD and Salina. Mr. Chrislip is also a member of the Government Finance Officers Association (GFOA), the Kansas Society of Certified Public Accountants and the American Institute of Certified Public Accountants.

We intend to staff the audit, in subsequent years, with the same partner, manager and at least one staff member.

All of the staff listed above attend annual conferences focusing on governmental accounting and auditing updates. The most recent conference included the following topics: GASB Update, Governmental Auditing Standards Update, Single Audit Update, Risk Assessment Standards and Fraud in Governmental Organizations. Audit staff are also required to attend monthly continuing education meetings. The monthly continuing education meetings focus on recent changes in auditing and accounting standards and how these changes have an effect on our local governmental clients.

Similar Engagements with Other Government Entities

Mize Houser & Company P.A. performs the audit for the entities listed below.

Client: Salina
Contact: Rod Franz, Director of Finance and Administration
Telephone Number: (785) 309-5735
Hours: 480
Scope: Audit of December 31, 2011 financial statements, including single audit report
Partner: Audrey Odermann

Client: Blue Valley USD
Contact: Terra Barrows, Director of Accounting and Auditing
Telephone Number: 913-239-4223
Hours: 420
Scope: Audit of June 30, 2011 comprehensive annual financial report, including single audit report
Partner: Audrey Odermann

Client: Shawnee
Contact: Maureen Rogers, Finance Director
Telephone Number: (913) 631-2500
Hours: 350
Scope: Audit of December 31, 2011 comprehensive annual financial report, including single audit report
Partner: Audrey Odermann

Client: Mission
Contact: Laura Smith, Assistant City Administrator
Telephone Number: (913) 676-8350
Hours: 260
Scope: Audit of December 31, 2011 comprehensive annual financial report
Partner: Audrey Odermann

Client: Mission Hills
Contact: Courtney Christensen, City Administrator
Telephone Number: (913) 362-9620
Hours: 240
Scope: Audit of December 31, 2011 financial statements
Partner: Audrey Odermann

We have performed the audits of cities, counties and school districts in the State of Kansas. Our reputation for retention of clients is excellent. The following is a list of our governments currently served:

City of Baldwin	City of Troy
City of Bonner Springs - SA	City of Wathena
City of Clay Center - SA	City of Valley Center
City of De Soto	Brown County - SA
City of Edgerton	Jefferson County
City of Elwood	Consolidated Fire District #2
City of Eudora	Blue Valley USD 229 - SA, CAFR
City of Garnett	Burlington USD 244 - SA
City of Horton	Clay Center USD 379 - SA
City of Junction City	Emporia USD 253 - SA
City of Lake Quivira	Geary County USD 475 - SA
City of Lawrence - SA, CAFR	Hiawatha USD 415 - SA
City of Louisburg	Kansas City Kansas Public Schools USD 500 - SA
City of Mission - CAFR	Lawrence USD 497 - SA
City of Mission Hills	Louisburg USD 416
City of Plattsburg, MO	Olathe USD 233 - SA, CAFR
City of Sabetha	Prairie View USD 362
City of Salina - SA	Shawnee Mission School District USD 512 - SA, CAFR
City of Shawnee - SA, CAFR	South Brown County USD 430 - SA
City of Spring Hill	Turner USD 202 - SA
City of Tonganoxie	Valley Falls USD 338

SA - Subject to Single Audit/A-133 Audit

CAFR - Comprehensive Annual Financial Report

In planning the audit of the City of Basehor we would first obtain an understanding of the City's operating environment. We would obtain this understanding by interviews with City staff, review of City policies and procedures, reading governing body meeting minutes and reviewing City ordinances that relate to the financial management of the City. In addition, we would request financial statements, budgets and final trial balances for the current and prior years. Audit staff would perform multiple analytical reviews and analyze the trends of the financial information over several years. This analysis would assist in identifying major areas of audit concern and begin to define our major audit objectives. Once a preliminary audit plan had been established we would meet with the City's staff to discuss any additional staff concerns and the timing for our evaluation of the City's internal control systems.

Our review of the City's internal control systems provides us with information to determine the extent to which we can rely on the internal controls of the City. Our review of the internal control systems would include documenting the flow of accounting transactions throughout the City. Our review would help to identify potential deficiencies in internal controls and also assist in determining strengths in the City's internal control systems.

Once we have reviewed the systems, we would develop a customized audit program. The audit program would include compliance testing as well as substantive testing. We would test compliance with control procedures documented during the evaluation of the City's control systems. Samples would be used as necessary to test controls using random audit sampling techniques.

The extent of the substantive testing will be determined by the results of the compliance tests performed over the City's internal control systems. The substantive tests would include third party confirmation of financial institution accounts, grant and tax revenue, debt expenditures, and other financial statement accounts that lend themselves to confirmation. A detailed analytical review would be performed to identify unusual trends which may indicate the need for further testing. Supporting evidence would be obtained and reviewed to assist in the testing of various areas of the audit.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 6

Topic: Funding Extension of City Services for lots 1, 2, 54, 55 of Briarwood Estates

Action Requested: Decide the best funding option for the extension of services for lots 1, 2, 54, 55 of Briarwood Estates annexation

Narrative: Gina Riekhof, Gilmore & Bell, P.C., Bond Counsel, Bryan Kidney, Springsted Incorporated – Financial Advisor and Shannon Marcano, City Attorney have provided options for the funding the extension of services for lots 1, 2, 54, 55 of Briarwood Estates

Presented by: Gina Riekhof, Brian Kidney, Shannon Marcano, Lloyd Martley

Administration Recommendation:

Committee Recommendation:

Attachments: Memorandum for financing sewer system improvements, Term sheet from First State Bank for financing the sewer system.

Projector needed for this item?

No

MEMORANDUM

TO: BASEHOR CITY COUNCIL

FROM: SHANNON MARCANO, CITY ATTORNEY
GINA RIEKHOF, GILMORE & BELL, P.C., BOND COUNSEL
BRYAN KIDNEY, SPRINGSTED INCORPORATED, FINANCIAL ADVISOR

DATE: NOVEMBER 14, 2012

RE: FINANCING SEWER SYSTEM IMPROVEMENTS

The City is contemplating extension of sewer service to three properties located adjacent to current City boundaries and has inquired about options for financing the costs of extending sewer service.

Option #1: General Obligation Bonds, with expected repayment from contracts between City and property owners

Advantages:

- Quick, easy process – City adopts resolution authorizing sewer improvements.
- Can combine financing with January/February 2013 refunding of 2004 and 2005 GO Bonds, which permits some cost savings compared to Option #2.
- City and property owners can negotiate any repayment terms agreeable to both parties.

Disadvantages:

- Property owners' repayment obligation to City is unsecured; City does not have right to force a sale of the property in the event of a failure to pay.
- In the event that a property owner fails to pay, City will have to pay debt service on bonds from general revenues.

Option #2: General Obligation Bonds, with expected repayment from special assessments levied against property receiving sewer service

Advantages:

- Property owners' repayment obligation to City is secured by an interest in the real estate; City can force a tax sale of the property in the event of a property owner's failure to pay.
- Special assessments are levied and collected by County with other property taxes.

Disadvantages:

- Procedurally intensive process required by Kansas law – must create Improvement District by a petition of the property owners, construct improvements, then provide notice and hold a public hearing on the levy of assessments after construction is complete.
- Kansas law does not permit bonds to be issued until after assessments are levied. This means earliest bonds could be issued would be mid-2013. City risks having lower interest rate savings on the 2004 and 2005 refunding by waiting to combine sewer financing with refunding.
- Stand-alone bond issue for only this project would cost an extra \$15,000-20,000 to complete
- May be difficult to find a buyer for such a small bond issue, particularly with 15-20 year repayment terms.

Note that Kansas law does not permit Cities to enter into loan agreements directly with banks to finance projects. The only debt obligations permitted under state law are bonds, notes and lease agreements.



The City of Basehor

CITY OF BASEHOR, KANSAS

APPROXIMATELY \$150,000 GENERAL OBLIGATION BONDS SERIES 2013

TERM SHEET

Dated: November 9, 2012

- Principal Amount:** Approximately \$150,000
- Principal Payments:** September 1, as shown below under Proposed Maturity Schedule
- Interest Payments:** March 1 and September 1, beginning March 1, 2014
- Denomination:** \$5,000
- Proposed Maturity Schedule:** Principal payments September 1, beginning September 1, 2014; approximately equal annual principal and interest payments over 20 years (final maturity in 2033)
- Prepayment:** Bonds maturing on September 1, 2023 and thereafter callable at par any time on or after September 1, 2022
- Tax Status:** Federal and Kansas exempt
- Bank-Qualified:** Yes
- Security:** Full faith and credit; special assessment revenues
- Purpose:** To finance sewer improvements
- Disclosure:** None; exempt under Rule 15c2-12. Financial statements available to any person upon request to the City Clerk.
- Expected Delivery:** Mid-2013
- Proposed Interest Rate:** ^{SEE} ~~below~~ % or describe indexed rate, if any: _____

A 20 YEAR FIXED RATE BOND TODAY WOULD BE 3.00%. A 20 YEAR BOND WITH THE RATE RESETTING IN 10 YEARS WOULD BE PRICED AT 2.00% FOR THE FIRST 10 YEARS AND THAT RATE WOULD BE TIED TO THE 10 YEAR TREASURY WITH A 4.00% CAP.


BLAKE WATERS
MARKET PRESIDENT

MEMORANDUM

TO: BASEHOR CITY COUNCIL

FROM: SHANNON MARCANO, CITY ATTORNEY
GINA RIEKHOF, GILMORE & BELL, P.C., BOND COUNSEL
BRYAN KIDNEY, SPRINGSTED INCORPORATED, FINANCIAL ADVISOR

DATE: NOVEMBER 14, 2012

RE: FINANCING SEWER SYSTEM IMPROVEMENTS

The City is contemplating extension of sewer service to three properties located adjacent to current City boundaries and has inquired about options for financing the costs of extending sewer service.

Option #1: General Obligation Bonds, with expected repayment from contracts between City and property owners

Advantages:

- Quick, easy process – City adopts resolution authorizing sewer improvements.
- Can combine financing with January/February 2013 refunding of 2004 and 2005 GO Bonds, which permits some cost savings compared to Option #2.
- City and property owners can negotiate any repayment terms agreeable to both parties.

Disadvantages:

- Property owners' repayment obligation to City is unsecured; City does not have right to force a sale of the property in the event of a failure to pay.
- In the event that a property owner fails to pay, City will have to pay debt service on bonds from general revenues.

Option #2: General Obligation Bonds, with expected repayment from special assessments levied against property receiving sewer service

Advantages:

- Property owners' repayment obligation to City is secured by an interest in the real estate; City can force a tax sale of the property in the event of a property owner's failure to pay.
- Special assessments are levied and collected by County with other property taxes.

Disadvantages:

- Procedurally intensive process required by Kansas law – must create Improvement District by a petition of the property owners, construct improvements, then provide notice and hold a public hearing on the levy of assessments after construction is complete.
- Kansas law does not permit bonds to be issued until after assessments are levied. This means earliest bonds could be issued would be mid-2013. City risks having lower interest rate savings on the 2004 and 2005 refunding by waiting to combine sewer financing with refunding.
- Stand-alone bond issue for only this project would cost an extra \$15,000-20,000 to complete
- May be difficult to find a buyer for such a small bond issue, particularly with 15-20 year repayment terms.

Note that Kansas law does not permit Cities to enter into loan agreements directly with banks to finance projects. The only debt obligations permitted under state law are bonds, notes and lease agreements.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Annexation resolution for lots 1, 2, 54, 55 within the Briarwood Estates.

Action Requested: Approve resolution 2012-21, the plan for extension of services for the annexation of lots 1, 2, 54, 55 of Briarwood Estates

Narrative: June 4, 2012, City Council directed staff to prepare a report regarding the feasibility of annexing lots 1, 2, 54, 55 of Briarwood Estates.

Presented by: Mitch Pleak, Lloyd Martley

Administration Recommendation: Approve resolution 2012-21

Committee Recommendation:

Attachments: Resolution 2012-21

Projector needed for this item?

No

RESOLUTION NO. 2012-21

A RESOLUTION APPROVING PLAN FOR EXTENSION OF SERVICES FOR THE ANNEXATION OF LOTS 1,2,54 AND 55 OF BRIARWOOD ESTATES WEST SUBDIVISION IN BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the Governing Body of the City of Basehor, Kansas, requested that the City Engineer prepare a Report and Plan for Extension of Services for the annexation of Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, further described in the legal description and sketch attached as **Exhibit A**, pursuant to K.S.A. 12-520a and K.S.A. 12-520b; and

WHEREAS, such Report and Plan for Extension of Services was prepared and presented to the Governing Body on _____, 2012; and

WHEREAS, such Report and Plan for Extension of Services was reviewed by the Governing Body.

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

Section 1. That the Governing Body of the City of Basehor, Kansas, hereby approves and adopts the Report and Plan for Extension of Services, attached hereto as **Exhibit B**, prepared by the City Engineer for the annexation of Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, further described in the legal description and sketch attached as **Exhibit A**.

Section 2. That this resolution shall be effective upon its adoption by the Governing Body of the City of Basehor, Kansas.

ADOPTED by the Governing Body this ___ day of _____, 2012.

APPROVED by the Mayor this ___ day of _____, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
Legal Description and Sketch

Legal Description:

All of Lots 1, 2, and 55, and all that part of Lot 54, and all that part of 153rd Street dedicated for public use, of BRIARWOOD ESTATES WEST SUBDIVISION, a recorded subdivision of land in the Northeast Quarter of Section 11, Township 11 South, Range 22 East, in Leavenworth County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 89° 28' 00" East, along the most Northern line of said BRIARWOOD ESTATES WEST SUBDIVISION, a distance of 574.42 feet to the Northeast corner of said Lot 55; thence South 00° 12' 13" West, along the East lines of said Lots 55 and 54, a distance of 549.08 feet to the Southeast corner of said Lot 54; thence North 89° 30' 52" West, along the South line of said Lot 54, a distance of 160.21 feet to the East line of the West 87.00 feet of said Lot 54; thence North 00° 12' 13" East, along the East line of the West 87.00 feet of said Lot 54, a distance of 6.00 feet; thence North 89° 30' 52" West, along a line that is 6.00 feet North of and parallel with the South line of said Lot 54, a distance of 87.00 feet to a point on the West line of said Lot 54; thence North 00° 12' 13" East, along the West line of said Lot 54, a distance of 223.18 feet to the South line of a Permanent Easement for highway right-of-way for Briar Road as established by a Quitclaim Deed recorded on April 23, 2004, at the Leavenworth County Register of Deeds Office, in Book 0914 at page 1195; thence North 89° 26' 53" West, along the Westerly prolongation of the South line of said Permanent Easement for highway right-of-way as established in said Lot 54, a distance of 80.00 feet to a point on the East line of said Lot 2, said point also being on the South line of said Permanent Easement for highway right-of-way as established in said Lot 2 by said Quitclaim Deed in Book 0914 at Page 1195; thence South 00° 12' 13" West, along the East line of said Lot 2, a distance of 156.76 feet to the Southeast corner of said Lot 2; thence North 89° 30' 52" West, along the South line of said Lot 2, a distance of 247.21 feet to the Southwest corner of said Lot 2; thence North 00° 12' 13" East, along the East lines of said Lots 2 and 1, a distance of 477.05 feet to the Point of Beginning. Containing 6.40 acres, more or less.

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

Sketch:

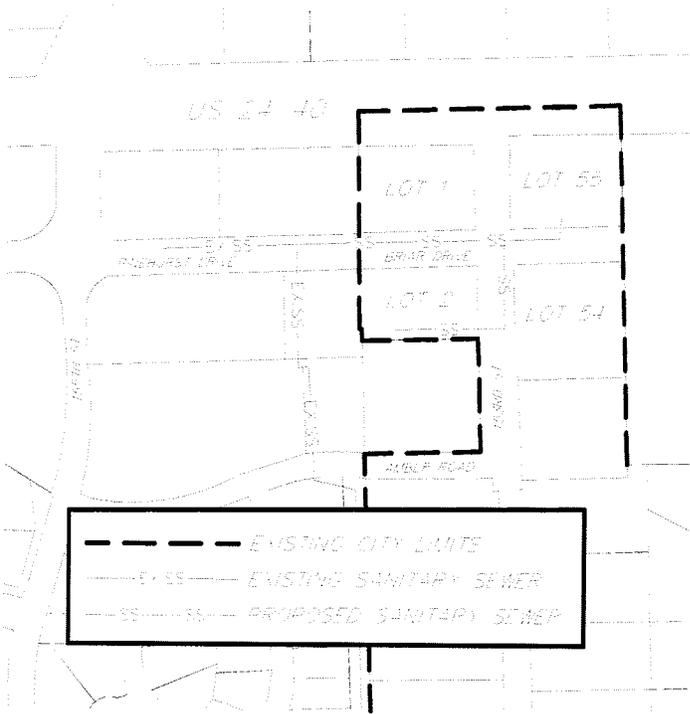


EXHIBIT B

Annexation Report (including Plan for Extension of Services)

**ANNEXATION REPORT FOR LOTS 1, 2, 54, AND 55 OF
BRIARWOOD ESTATES WEST SUBDIVISION, INCLUDING THE PLAN FOR EXTENSION
OF SERVICES**

(K.S.A. 12-520b)

Sketch A- annexation area:



This Annexation Report has been prepared for the Governing Body of the City of Basehor, Kansas concerning the annexation of certain property, described below, into the City. This Report includes a plan for extension of services, as required by K.S.A. 12-520b. The information included in this Report is intended to assist the Governing Body in determining the advisability of annexing the property, and providing information to inform the affected landowners what benefits they will receive and what cost they will incur through the annexation.

Legal Description:

All of Lots 1, 2, and 55, and all that part of Lot 54, and all that part of 153rd Street dedicated for public use, of BRIARWOOD ESTATES WEST SUBDIVISION, a recorded subdivision of land in the Northeast Quarter of Section 11, Township 11 South, Range 22 East, in Leavenworth County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 89° 28' 00" East, along the most Northern line of said BRIARWOOD ESTATES WEST SUBDIVISION, a distance of 574.42 feet to the Northeast corner of said Lot 55; thence South 00° 12' 13" West, along the East lines of said Lots 55 and 54, a distance of 549.08 feet to the Southeast corner of said Lot 54; thence North 89° 30' 52" West, along the South line of said Lot 54, a distance of 160.21 feet to the East line of the West 87.00 feet of said Lot 54; thence North 00° 12' 13" East, along the East line of the West 87.00 feet of said Lot 54, a distance of 6.00 feet; thence North 89° 30' 52" West, along a line that is 6.00 feet North of and parallel with the South line of said Lot 54, a distance of 87.00 feet to a point on the West line of said Lot 54; thence North 00° 12' 13" East, along the West line of said Lot 54, a distance of 223.18 feet to the South line of a Permanent Easement for highway right-of-way for Briar Road as established by a Quitclaim Deed recorded on April 23, 2004, at the Leavenworth County Register of Deeds Office, in Book 0914 at page 1195; thence North 89° 26' 53" West, along the Westerly prolongation of the South line of said Permanent Easement for highway right-of-way as established in said Lot 54, a distance of 80.00 feet to a point on the East line of said Lot 2, said point also being on the South line of said Permanent Easement for highway right-of-way as established in said Lot 2 by said Quitclaim Deed in Book 0914 at Page 1195; thence South 00° 12' 13" West, along the East line of said Lot 2, a distance of 156.76 feet to the Southeast corner of said Lot 2; thence North 89° 30' 52" West, along the South line of said Lot 2, a distance of 247.21 feet to the Southwest corner of said Lot 2; thence North 00° 12' 13" East, along the East lines of said Lots 2 and 1, a distance of 477.05 feet to the Point of Beginning. Containing 6.40 acres, more or less.

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

A. Considerations to guide determination of advisability of annexation:

1. Extent to Which Any of the Area is Land Devoted to Agricultural Use

No land within the proposed lots to be annexed is used for agricultural purposes.

2. Area of Platted Land Relative to Unplatted Land

All of the land within the proposed area to be annexed is platted.

3. Topography, Natural Boundaries, Storm and Sanitary Sewers, Drainage Basins, Transportation Links or any Other Physical Characteristics Which May be an Indication of the Existence or Absence of Common Interest of the City and the Area Proposed to be Annexed

The proposed area to be annexed is located within the Wolf Creek drainage basin. The area is not currently being served by the City of Basehor's wastewater treatment plant, which is typical of many lots within the City limits. The lots about the current city boundary and are within the City's growth management area. The lots to be annexed currently use the same transportation links used by other similar lots in the City limits.

4. Extent and Age of Residential Development in the Area to be Annexed and Adjacent Land Within the City's Boundaries

The lots to be annexed are a part of the Briarwood Estates West Subdivision , which was platted in 1989. The Briarwood Estates West Subdivision abuts the Pinehurst North Subdivision, which is west of the lots to be annexed. The Pinehurst North Subdivision is located in the City limits and was platted in 2003. It contains commercially zoned lots.

The lots to be annexed do not include residential development and are zoned commercial. The closest residential property is located approximately 400 feet south of the lots to be annexed, within the Briarwood Estates West Subdivision and was developed in 1989.

5. Present Population in the Area to be Annexed and the Projected Population Growth During the Next Five Years in the Area Proposed to be Annexed

Of the four lots to be annexed, three are occupied by commercial businesses, and one is a vacant lot, zoned for commercial use. Due to the nature of commercial property, no proposed population growth is projected within the lots to be annexed.

6. Extent of Business, Commercial, and Industrial Development in the Area

Of the four lots to be annexed, three are occupied by commercial businesses, and one is a vacant lot, zoned for commercial use. Lot 1 is occupied by a storage business, consisting of four buildings with 96 storage units. Lot 2 is occupied by an automobile repair service and a pet grooming business located within the same building. Lot 55 is occupied by a strip center in which a heating and cooling service, pizzeria, martial arts school, and tavern business are located. The area to be annexed is located along U.S. Highway 24/40. Other businesses providing goods and services are located along U.S. Highway 24/40 within the City limits.

7. Present Cost, Methods, and Adequacy of Governmental Services and Regulatory Controls in the Area

Police Protection – The lots to be annexed are currently served by the Leavenworth County Sheriff's Office ("LVSO"). The LVSO has divided the County into districts for patrolling purposes. The lots to be annexed are located in a district that is bounded by State Avenue on the north, 206th Street to the west, and the County line on the east and south sides. The district contains approximately 72 square miles. There is one officer assigned to each district. An additional officer roams between this district and the district to the west.

Currently, the LVSO patrol officers have a large coverage area. Once the lots are annexed, the Basehor Police Department will provide police protection. The smaller coverage area of the Basehor Police Department will allow the level of service to increase once the annexation is completed.

The City of Basehor's Police Department currently patrols the streets and property adjoining the lots to be annexed.

Fire Protection – The lots to be annexed are currently served by the Fairmount Township Fire Department ("FTFD"), and will continue to be served by the FTFD after the annexation. The FTFD is a volunteer fire department with over thirty active members. The FTFD is located on 155th Street approximately 2.5 miles north of the proposed annexation area. The FTFD is funded by a 4.596 tax levy (2012 Tax Rate) that is paid by all properties in the Fairmount Township.

The service provided by the FTFD is adequate based upon the rural setting and population of the Fairmount Township.

Wastewater Treatment – The lots to be annexed are not currently serviced by the City's wastewater treatment plan. The lots to be annexed are currently on septic systems which are monitored by Leavenworth County under Kansas Department of Health and Environment regulations.

Street Maintenance – The roads within the proposed annexation area are maintained by the Leavenworth County Public Works Department ("CPWD"). The CPWD maintains 770 miles of county roads. The majority of the roads, approximately 66%, are unpaved.

The total budget for the CPWD was approximately \$8,272,673 in 2012. On a per mile basis the County spends over \$10,743/mile/year on road maintenance. The CPWD receives the majority of its funding, around 55%, through property taxes. All residents within the County, including those incorporated cities, pay 10.352 mills (2012 Tax Rate) to the County Road & Bridge Fund. Residents outside of the City pay any additional township mil levy for township roads. The 2012 tax rate for Fairmount Township county roads was 7.491 mils.

Trash Service – The lots to be annexed are individually responsible for their own trash service needs and agreements with trash service providers. This arrangement will not change once the annexation is completed.

Domestic Water – Domestic water service is provided by Suburban Water, Inc. No change in water service will occur once the annexation is completed.

Regulatory Controls – The Leavenworth County Board of County Commissioners ("BOCC") currently regulates this area. Land use issues within the area must be heard by the Leavenworth County Planning Commission ("PC"). The PC makes recommendations to the BOCC on land use issues. Leavenworth County issues building permits for the area, but no building codes have been adopted by County.

8. Proposed Cost, Extent, and the Necessity of Governmental Services to be Provided by the City Proposing Annexation and the Plan and Schedule to extend Such Services

Police Protection – The City of Basehor Police Department (the "Department") divides the City into two Districts for patrolling purposes. The Department has a North and a South district with Parallel Street as the dividing line. The North District covers approximately 3.5 square miles of area while the South District covers approximately 3.30 square miles. The lots to be annexed would be located in the South District once annexation is complete. The Department has one

officer assigned to each District at all times. Officers with the Department currently drive through the annexation area on a routine basis while patrolling the surrounding homes within the subdivision. The increase in cost to the Department to patrol the area will be negligible because the lots to be annexed are adjacent to the current City limits, and officers are already in the area. The Department is primarily funded through property taxes. In 2013 the Department will receive \$824,763 from the City's General Fund. This equates to 38% of the City General Fund. According to the Department's 2013 budget and the Department's coverage area, approximately \$190/acre is spent by the City on police protection. The lots to be annexed are the equivalent of 6.4 acres of land. The anticipated increased cost to the City to provide police protection to this area is \$798.

Fire Protection – The lots to be annexed and the City of Basehor are both located in Fairmount Township. No change in fire protection will occur once the annexation is complete.

Wastewater Treatment –The City plans to extend the sewer system to Lots 2, 54 and 55. The extension of sewer will be financed out of the City's general fund, with the possibility of a bond issue. The owners of Lots 2, 54, and 55 will enter into annexation agreements with the City in which they will agree to pay the costs of extension of sewers over an agreed upon time period. It is estimated that the sewer extension will cost \$120,000, which will be split evenly between the three property owners. It is anticipated that the extension of sewer services will be completed within three years.

Street Maintenance – The City of Basehor Public Works Department ("PWD") maintains approximately 47 miles of roadway within the City limits. The 2013 budget includes \$207,515 for the "PWD" and \$890,000 for the Consolidated Highway Fund. The Consolidated Highway Fund is used for street maintenance and repair, the pavement management plan, as well as salt and sand. On a per mile basis the City spends \$23,351/mile/year on maintaining roads. The lots to be annexed contain approximately 0.11 miles. The additional cost to the City for street maintenance once the annexation is complete will be negligible.

Trash Service – The lots to be annexed are commercially zoned. The City of Basehor does not provide or control commercial trash services. There will be no additional cost to the City once the annexation is complete.

Domestic Water – Domestic water service is provided by Suburban Water, Inc. No change in water service will occur once the annexation is complete.

Regulatory Controls – The City of Basehor Planning Commission and City Council would regulate the lots to be annexed.

The County assessed valuation of the four lots in 2012 was \$1,760,550. Using the City's 2013 mil levy rate of 29.407 the City would collect \$9,222 from the lots. These funds would be used to fund the public services provided to the lots by the City of Basehor.

9. Tax Impact Upon Property in the City and the Area

There will be no current tax impact on the taxpayers in the City of Basehor. The property owners of the lots to be annexed will see an approximate 22% increase in their taxes. The following table shows the 2013 tax levies for the Leavenworth County and the City of Basehor:

	City of Basehor	Leavenworth County
State	1.5	1.5
County	36.514	36.514
Basehor City	29.407	
Fairmount Township	4.596	13.05
School - USD 458	61.395	61.395
Basehor Library	7.142	7.142
Total	140.554	119.601

The following table shows the change in property taxes for each lot to be annexed:

Property Tax

PROPERTY ADDRESS	Existing Property Tax w/City	Property Tax	Property Tax Change
15395 Briar Road	\$15,150	\$17,804	\$2,654
15394 Briar Road	\$13,556	\$15,931	\$2,375
15208 153rd Street	\$19,237	\$22,608	\$3,370
Parcel ID: 1811100000002930	\$4,696	\$5,518	\$822

Based on 2013 Leavenworth County Tax Rates

The property owners of the lots to be annexed will be subject to franchise tax associated with public services within the City. The following table shows franchise taxes per service:

	% of Gross Revenue
Westar Energy	3
Atmos Energy	3
Suburban Water	5
Knology	3
AT&T	3
Southwestern Bell	3

10. Extent to Which the Residents in the Area are Directly or Indirectly Dependent Upon the City for Governmental Services and for Social, Economic, Employment, Cultural, and Recreational Opportunities and Resources.

Of the four lots to be annexed, three are occupied by commercial businesses, and one is a vacant lot, zoned for commercial use. The lots to be annexed are partially dependent on the City's transportation links for economic purposes. It is anticipated that the employment base for the businesses in the annexation area is mostly located within the City. In addition, employees would find most of their social, cultural and recreational opportunities within the City.

11. Effect of the Proposed Annexation on the City and Other Adjacent Areas, Including, but not Limited to, Other Cities, Sewer and Water Districts, Improvement Districts, Townships or Industrial Districts and, Subject to the Provisions of K.S.A 12-512a, and Amendments Thereto, Fire Districts

The annexation will have no impact on other cities, water district, improvement district, township, or fire district. Currently, Lot 2 and 55 utilize septic tanks. Once the sewer infrastructure is constructed, and the appropriate connections have been performed for each lot, and each lot has paid their obligation to the City, the sewer rates for the lots will be established at the current City sewer rates.

12. Existing petition for Incorporation of the Area as a New City or for the Creation of a Special District

There are no known existing petitions.

13. Likelihood of Significant Growth in the Area and in Adjacent Areas During the Next Five Years

The lots to be annexed are developed with commercial businesses, with the exception of one lot. The lots to be annexed abut commercial, multifamily, and residential lots.

Leavenworth County Sewer District #3 has closed its sewage lagoon by connecting the district's system to the City of Basehor's sewage system. A new gravity sewer line was constructed across undeveloped ground east of Glenwood Estates Subdivision. This line will open over sixty acres of land for development. A middle school was constructed in 2010 located near the west side of

158th Street directly west of Glenwood Elementary School. In 2011, the City was awarded matching dollars thru the Kansas Department of Transportation ("KDOT") to construct Wolf Creek Parkway (158th Street to 155th Street). In 2012, the City was awarded matching dollars thru KDOT to reconstruct 155th Street (US 24/40 to Wolf Creek Parkway) and 158th Street (US 24/40 to Wolf Creek Parkway). Also in 2012, KDOT is constructing a traffic light and capacity improvements at the intersection of 158th Street and US 24/40.

The likelihood of additional growth in the surrounding area is high.

14. Effect of Annexation Upon the Utilities Providing Service to the Area and the Ability of Those Utilities to Provide Those Services Shown in the Detailed Plan

The utility providers will not change due to the proposed annexation. Currently, Lot 2 and 55 utilize septic tanks. Once the sewer infrastructure is constructed, and the appropriate connections have been performed for each lot, and each lot has paid their obligation to the City, the sewer rates for the parcels lots will be established at the current City sewer rates.

15. Economic Impact on the Area

Other than the City fees, sanitary sewer obligations, and taxes discussed above, there will be no economic impact on the lots to be annexed. The economic impact on the area surrounding the lots to be annexed will be minimal. Of the four lots to be annexed, three are occupied by commercial businesses, and one is a vacant lot, zoned for commercial use. The sales taxes generated by the businesses, along with the property taxes, will offset any negative economic impact and will more likely have a beneficial economic impact on the area.

16. Wasteful Duplication of Services

There will be no duplication of services.

B. Plan for Extension of Services

Refer to Sketch A, which shows the proposed area to be annexed along with the existing City limits. The public roadways and City utility lines are also shown. The land use pattern within the area to be annexed is commercial.

The following information outlines how each major municipal service will be affected by the proposed annexation:

1. **Police Protection** – Upon annexation of the area police protection will be assumed by the City of Basehor Police Department. The police department is primarily funded through property taxes. The City of Basehor's Police Department to date patrols the adjoining lots (Lot 1 and Lot 2), Pinehurst Drive and 155th Street. Since police officers are regularly in the area the additional costs to the department will be minimal. Any additional costs for police protection will be paid for by the City's general fund. Extension of police service will occur immediately once the annexation is complete.

2. **Fire Protection** – The lots to be annexed and the City of Basehor are located in Fairmount Township. The township is served by the Fairmount Township Fire Department. The fire department is funded by a tax levy paid by all properties within the Township. No additional cost will be incurred by residents within the lots to be annexed or current City limits due to the annexation, and fire protection services will continue, uninterrupted.
3. **Wastewater Treatment** - The City plans to extend the sewer system to Lots 2, 54 and 55. The extension of sewer will be financed out of the City's general fund, with the possibility of a bond issue. The owners of Lots 2, 54, and 55 will enter into annexation agreements with the City in which they will agree to pay the costs of extension of sewers over an agreed upon time period. It is estimated that the sewer extension will cost \$120,000, which will be split evenly between the three property owners. It is anticipated that the extension of sewer services will be completed within three years.
4. **Street Maintenance** – Upon annexation of the area street maintenance will be assumed by the City of Basehor Public Works Department (PWD). The PWD maintains approximately 47 miles of roadway within the City limits. The proposed annexation contains approximately 0.11 miles. The additional cost to the City will be negligible. Extension of street maintenance services will occur immediately once the annexation is complete.
5. **Domestic Water** – Domestic water service is provided by Suburban Water, Inc. No change in water service will occur once the annexation is complete.
6. **Franchise Taxes** – Franchise tax will be collected for Westar Energy, Atmos Energy, Suburban Water, Knology, AT&T, and Southwestern Bell services once the annexation is complete.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 8

Topic: Setting Public Hearing date for annexation of lots 1, 2, 54, 55 of Briarwood Estates

Action Requested: Set a public hearing to consider the annexation of lots 1, 2, 54, 55 of Briarwood Estates.

Narrative: June 4, 2012, City Council directed staff to prepare a report regarding the feasibility of annexing lots 1, 2, 54, 55 of Briarwood Estates.

Presented by: Mitch Pleak, Lloyd Martley

Administration Recommendation: Approve resolution 2012-22

Committee Recommendation:

Attachments: Resolution 2012-22

Projector needed for this item?

No

RESOLUTION NO. 2012-22

A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE ANNEXATION OF LOTS 1,2,54 AND 55 OF BRIARWOOD ESTATES WEST SUBDIVISION, IN BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the Governing Body of the City of Basehor, Kansas, wishes to consider the annexation of Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, further described in the legal description and sketch attached as **Exhibit A**, pursuant to K.S.A. 12-520a and K.S.A. 12-520b; and

WHEREAS, the Governing Body of the City of Basehor, Kansas has approved a Report and Plan for Extension of Services in accordance with K.S.A. 12-520a and K.S.A. 12-520b on _____, 2012, and which Report and Plan for Extension of Services is on file and available for inspection in the City Clerk's office during normal business hours; and

WHEREAS, K.S.A. 12-520(a)(1) requires that the property proposed to be annexed adjoins the City of Basehor; and

WHEREAS, K.S.A. 12-520a requires that a public hearing be held on the proposed annexation.

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

Section 1. That the Governing Body of the City of Basehor, Kansas, wishes to consider the annexation of Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, further described in the legal description and sketch attached as **Exhibit A**.

Section 2. That the Governing Body of the City of Basehor, Kansas, finds that Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, further described in the legal description and sketch attached as **Exhibit A**, adjoins the City of Basehor.

Section 3. That in accordance with K.S.A. 12-521a, and to properly consider the proposed annexation of Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, further described in the legal description and sketch attached as **Exhibit A**, the Governing Body orders the following:

- a. A public hearing on the proposed annexation will be held on January 21, 2012, beginning at 7 p.m. at Basehor City Hall, located at 2620 N. 155th St, Basehor, Kansas for the determination of the advisability of the proposed annexation.
- b. A copy of this resolution, and a sketch of the land proposed to be annexed, shall be sent by certified mail to each owner of land proposed to be annexed not more than 10 days following the date of the adoption of the resolution

- c. A copy of this resolution, and a sketch of the land proposed to be annexed, shall be published in the official City newspaper not less than one week, but no more than two weeks, preceding the date fixed for the public hearing.
- d. A copy of this resolution shall also be sent, no later than ten days following its adoption, by certified mail to the following (if applicable):
 - 1. The board of county commissioners.
 - 2. The governing body of any township where the land to be annexed is located.
 - 3. Any special assessment district or governmental unit providing municipal services to the area proposed to be annexed including, but not limited to, sewer districts, rural water districts, fire districts, or improvement districts.
 - 4. Any utilities having facilities within the area proposed to be annexed.
 - 5. The governing body of any school district in the area proposed to be annexed.
 - 6. Any city, county, township or joint planning commission having jurisdiction over the area proposed to be annexed.
 - 7. Any other political or taxing subdivision located within the area proposed to be annexed.

Section 4. That at the public hearing, a representative of the City of Basehor will present the City's proposal for annexation, including the City's Report and Plan for Extension of Services to the area proposed to be annexed. In determining the advisability of the annexation, the Governing Body will consider the criteria set forth in K.S.A. 520a(e).

Section 5. That this resolution shall be effective upon its adoption by the Governing Body of the City of Basehor, Kansas.

ADOPTED by the Governing Body this ____ day of _____, 2012.

APPROVED by the Mayor this ____ day of _____, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A

Legal Description and Sketch

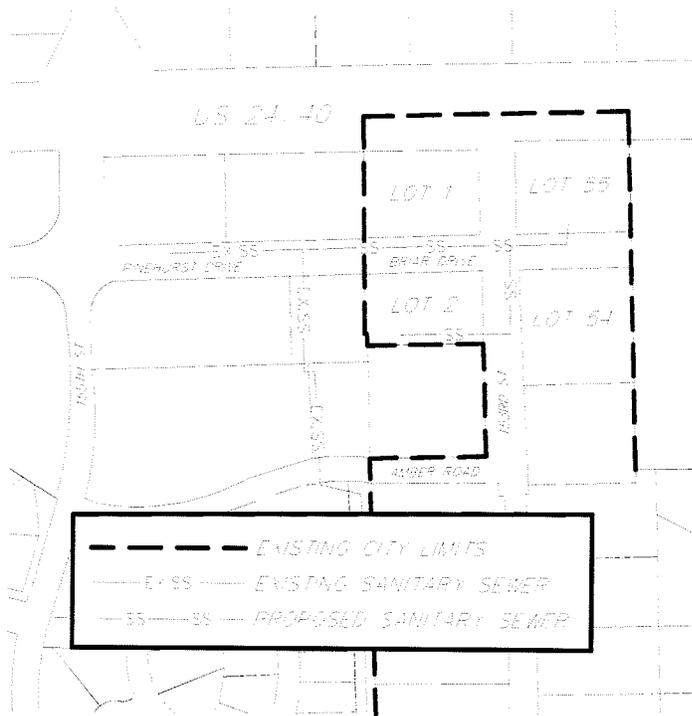
Legal Description:

All of Lots 1, 2, and 55, and all that part of Lot 54, and all that part of 153rd Street dedicated for public use, of BRIARWOOD ESTATES WEST SUBDIVISION, a recorded subdivision of land in the Northeast Quarter of Section 11, Township 11 South, Range 22 East, in Leavenworth County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 89° 28' 00" East, along the most Northern line of said BRIARWOOD ESTATES WEST SUBDIVISION, a distance of 574.42 feet to the Northeast corner of said Lot 55; thence South 00° 12' 13" West, along the East lines of said Lots 55 and 54, a distance of 549.08 feet to the Southeast corner of said Lot 54; thence North 89° 30' 52" West, along the South line of said Lot 54, a distance of 160.21 feet to the East line of the West 87.00 feet of said Lot 54; thence North 00° 12' 13" East, along the East line of the West 87.00 feet of said Lot 54, a distance of 6.00 feet; thence North 89° 30' 52" West, along a line that is 6.00 feet North of and parallel with the South line of said Lot 54, a distance of 87.00 feet to a point on the West line of said Lot 54; thence North 00° 12' 13" East, along the West line of said Lot 54, a distance of 223.18 feet to the South line of a Permanent Easement for highway right-of-way for Briar Road as established by a Quitclaim Deed recorded on April 23, 2004, at the Leavenworth County Register of Deeds Office, in Book 0914 at page 1195; thence North 89° 26' 53" West, along the Westerly prolongation of the South line of said Permanent Easement for highway right-of-way as established in said Lot 54, a distance of 80.00 feet to a point on the East line of said Lot 2, said point also being on the South line of said Permanent Easement for highway right-of-way as established in said Lot 2 by said Quitclaim Deed in Book 0914 at Page 1195; thence South 00° 12' 13" West, along the East line of said Lot 2, a distance of 156.76 feet to the Southeast corner of said Lot 2; thence North 89° 30' 52" West, along the South line of said Lot 2, a distance of 247.21 feet to the Southwest corner of said Lot 2; thence North 00° 12' 13" East, along the East lines of said Lots 2 and 1, a distance of 477.05 feet to the Point of Beginning. Containing 6.40 acres, more or less.

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

Sketch:



City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 9

Topic: Commercial Sewer Connection Fees

Action Requested: Consider amending Ordinance 582 to incorporate fees for commercial, industrial business and multi-unit structures (more than four units)

Narrative: The Governing body directed staff to research alternative sewer connection fee options for commercial, industrial businesses and multi-unit structures.

Presented by: Gene Myracle, Jr./Lloyd Martley

Administration Recommendation: Consider options for sewer connection fees for commercial, industrial businesses and multi-unit structures.

Committee Recommendation:

Attachments: Recommendation memo

Projector needed for this item?

No

(First published in the *Basehor Sentinel* on)

ORDINANCE NO. 619

AN ORDINANCE AMENDING SECTION 15-239, ENTITLED " RESIDENTIAL SEWER SERVICE CHARGE", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend and update Section 15-239 of the City Code of the City of Basehor, Kansas; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Section 15-239 of the City Code of the City of Basehor, Kansas, shall be amended with the addition of the underlined text set forth in the pertinent existing section set forth herein:

15-239 RESIDENTIAL SEWER SERVICE CHARGE. (a) As of January 1, 2011, the individual monthly charge for residential sewage treatment will be \$10.61 per thousand gallons of water consumed, based on the average water consumption for the month of December, and January and February of the next year. Said monthly rate per thousand gallons of water shall automatically increase by 2.5% effective January 1 of each year. Monthly water consumption records will be obtained by the city from Consolidated Rural Water District No. 1, Suburban Water Company or any other water provider.

(b) The average water consumption shall be based upon the average of the water consumed for the month of December of the previous year and the months of January and February of the current year. Each year thereafter, the average usage will be calculated utilizing the historical data in the same manner. Monthly billing changes will be effective May 1 of each year.

(c) In the event that a customer establishes from reasonable evidence that the three month average is not representative of their actual usage, then the billing clerk with the consent of the city administrator is authorized to recalculate the appropriate usage based upon the information provided. Adjustments shall not be retroactive and will take effect with the next monthly billing cycle. No adjustments to utility accounts shall be made until the customer's account is paid in full.

(d) Units that water consumption records may not be available for all of the months of December, January and February may be charged based on the average of one to three months preceding or following these months.

(e) Units that are connected to the sewer system after the effective date, or units that do not receive water service from Consolidated Rural Water District No. 1 or Suburban Water Company, or units that water usage records are otherwise not available, shall be assigned an

average monthly water consumption of 6,350 gallons, until an actual average can be determined or the unit may be charged on a per capita basis of 100 gallons per day per occupant.

(f) The monthly charge for new units that will significantly exceed the monthly average of 6,350 gallons may be based on actual water usage, on a month-to-month basis, until an accurate average can be determined.

(g) The minimum monthly sewer rate charge will be equal to the charge per thousand gallons of water set forth in subsection (a) above multiplied by 1.5. Units that are vacant will be charged the minimum fee for each month they are vacant.

(h) Each single or multi family unit consisting of four or less sewer connections to be made will be charged a connection fee based on the current connection fee of the city for each individual unit. Structures that consist of five units or more, including but not limited to apartments, motel/hotel, commercial, light industrial and any other complexes that only require one connection shall be charged as follows:

1. Up to 11,500 square feet: \$3450

2. Over 11,500 square feet: \$.30 per square foot based off of the structure's square footage listed on the approved final plat

This fee shall be based off of the occupied space only and shall not include any green spaces, or non-permeable surfaces as required by the City of Basehor's development codes.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this ___ day of November, 2012.

APPROVED by the Mayor this ___ day of November, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marciano, City Attorney

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 10

Topic: Extending the expiration date of the Basehor Neighborhood Revitalization Plan No. 2 and No. 3 and amending the Interlocal agreement between City of Basehor, Leavenworth County and the Basehor Community Library.

Action Requested: Approve extensions and amendment of plan 2 and plan 3 of the City of Basehor NRP.

Narrative: Council gave staff direction to explore the possibility of extending Plan No. 2 and Plan No. 3 of the current NRP that is scheduled to expire on December 31, 2012.

Presented by: Lloyd Martley, Mitch Pleak

Administration Recommendation: Approve the extensions and the amendment

Committee Recommendation:

Attachments: Resolution No. 2012-23, Resolution No. 2012-24 and Resolution No. 2012-25, Interlocal amendment.

Projector needed for this item?

No

RESOLUTION NO. 2012-23

**A RESOLUTION EXTENDING THE EXPIRATION DATE OF BASEHOR
NEIGHBORHOOD REVITALIZATION PLAN NO. 2**

WHEREAS, on September 10, 2009, the City of Basehor, Kansas adopted Resolution No. 2009-15 which approved Neighborhood Revitalization Plan No. 2; and

WHEREAS, Neighborhood Revitalization Plan No. 2 is set to expire on December 31, 2012; and

WHEREAS the City wishes to extend the expiration date of Neighborhood Revitalization Plan No. 2.

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

Section 1. That the First Amendment to Neighborhood Revitalization Plan No. 2, attached as Exhibit A, extending the expiration date of the Neighborhood Revitalization Plan No. 2 to December 31, 2014, be approved.

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

PASSED by the Governing Body this ___ day of November, 2012.

APPROVED by the Mayor this ___ day of November, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A

First Amendment to Neighborhood Revitalization Plan No. 2

FIRST AMENDMENT TO
NEIGHBORHOOD REVITALIZATION PLAN NO. 2

WHEREAS, on September 10, 2009 the City of Basehor, Kansas adopted Resolution No. 2009-15 which approved Neighborhood Revitalization Plan No. 2; and

WHEREAS, Neighborhood Revitalization Plan No. 2 is set to expire on December 31, 2012; and

WHEREAS, the City of Basehor, Kansas wishes to extend the deadline for the expiration of Neighborhood Revitalization Plan No. 2.

NOW THEREFORE, Revitalization Plan No. 2 is amended as follows:

1. That Section XII: Statement Specifying Rebate Formula be amended to read as follows:

Program Period:

The Neighborhood Revitalization Plan No. 3 and tax rebate incentive program adopted by Resolution No. 2009-15 on September 10, 2009 shall expire on December 31, 2014. The program will be reviewed periodically and the Council may consider modifications and extensions.

All of the terms and conditions of Neighborhood Revitalization Plan No. 2 shall remain in effect, if a conflict exists between Neighborhood Revitalization Plan No. 2 and this Amendment, the terms of this Amendment shall control.

RESOLUTION NO. 2012-24

**A RESOLUTION EXTENDING THE EXPIRATION DATE OF BASEHOR
NEIGHBORHOOD REVITALIZATION PLAN NO. 3**

WHEREAS, on July 19, 2010 the City of Basehor, Kansas adopted Resolution No. 2010-10 which approved Neighborhood Revitalization Plan No. 3; and

WHEREAS, Neighborhood Revitalization Plan No. 3 is set to expire on December 31, 2012; and

WHEREAS the City wishes to extend the expiration date of Neighborhood Revitalization Plan No. 3.

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

Section 1. That the First Amendment to Neighborhood Revitalization Plan No. 3, attached as Exhibit A, extending the expiration date of the Neighborhood Revitalization Plan No. 3 to December 31, 2014, be approved.

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

PASSED by the Governing Body this ___ day of November, 2012.

APPROVED by the Mayor this ___ day of November, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A

First Amendment to Neighborhood Revitalization Plan No. 3

FIRST AMENDMENT TO
NEIGHBORHOOD REVITALIZATION PLAN NO. 3

WHEREAS, on July 19, 2010 the City of Basehor, Kansas adopted Resolution No. 2010-10 which approved Neighborhood Revitalization Plan No. 3; and

WHEREAS, Neighborhood Revitalization Plan No. 3 is set to expire on December 31, 2012; and

WHEREAS, the City of Basehor, Kansas wishes to extend the deadline for the expiration of Neighborhood Revitalization Plan No. 3.

NOW THEREFORE, Revitalization Plan No. 3 is amended as follows:

1. That Section XII: Statement Specifying Rebate Formula be amended to read as follows:

Program Period:

The Neighborhood Revitalization Plan No. 3 and tax rebate incentive program adopted by Resolution No. 2010-10 on July 19, 2010 shall expire on December 31, 2014. The program will be reviewed periodically and the Council may consider modifications and extensions.

All of the terms and conditions of Neighborhood Revitalization Plan No. 3 shall remain in effect, if a conflict exists between Neighborhood Revitalization Plan No. 3 and this Amendment, the terms of this Amendment shall control.

RESOLUTION NO. 2012-25

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN FIRST AMENDMENT TO INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND LEAVENWORTH COUNTY, KANSAS, AND THE BASEHOR COMMUNITY LIBRARY DISTRICT, RELATED TO NEIGHBORHOOD REDEVELOPMENT PLAN NO. 3.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain First Amendment to Interlocal Agreement with Leavenworth County, Kansas and the Basehor Community Library District, (hereinafter referred to as "Contracting Parties"), attached hereto as **Exhibit A**, and

WHEREAS, the purpose of the First Amendment to Interlocal Agreement with the Contracting Parties is to extend the expiration date for Neighborhood Redevelopment Plan No. 3 from December 31, 2012, to December 31, 2014.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the First Amendment to Interlocal Agreement with the Contracting Parties, related to Neighborhood Improvement District No. 3, attached as **Exhibit A**.

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

PASSED by the Governing Body this ___ day of November, 2012.

APPROVED by the Mayor this ___ day of November, 2012.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
First Amendment for Interlocal Agreement

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

NEIGHBORHOOD REVITALIZATION PLAN NO. 3

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, related to Neighborhood Revitalization Plan No. 3 (hereinafter referred to as "First Amendment") is entered into this _____ day of _____, 2012, by and between the City of Basehor, Kansas (hereinafter referred to as "City"), the Board of County Commissioners of Leavenworth County, Kansas (hereinafter referred to as "Leavenworth County") and the Basehor Community Library District (hereinafter referred to as "Library District") [hereinafter referred to as "Contracting Parties"]. The remaining parties to the Interlocal Agreement, the Basehor-Linwood School District #458 and the Fairmount Fire District, declined to participate in the First Amendment to Interlocal Agreement for Neighborhood Revitalization Plan No. 3.

WHEREAS, on July 19, 2010 the City of Basehor, Kansas adopted Resolution No. 2010-10 which approved Neighborhood Revitalization Plan No. 3; and

WHEREAS, on December 2, 2010 an Interlocal Agreement was executed by the Basehor Community Library District, the Basehor-Linwood School District #458, the Fairmount Township Fire District, Leavenworth County, and the City of Basehor, Kansas, and

WHEREAS, Neighborhood Revitalization Plan No. 3 is set to expire on December 31, 2012; and

WHEREAS the Contracting Parties wish to extend the deadline for the expiration of Neighborhood Revitalization Plan No. 3; and

WHEREAS the City wishes to amend the Interlocal Agreement to reflect the extended deadline for the expiration of Neighborhood Revitalization Plan No. 3.

NOW THEREFORE, Interlocal Agreement related to Revitalization Plan No. 3 is amended as follows:

1. That Section 3: Expiration & Modification be amended to read as follows:

This Agreement shall expire December 31, 2014. The Contracting Parties agree to undertake a periodic review of the amendments to the existing Basehor Revitalization Plan and the Basehor Neighborhood Revitalization Plan No. 3, to determine any needed modifications. The Contracting Parties agree that any party may terminate this Agreement prior to December 31, 2014 by providing thirty (30) days advance written notice, provided however, any applications for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

All of the terms and conditions of Interlocal Agreement related to Revitalization Plan No. 3 shall remain in effect, if a conflict exists between Interlocal Agreement related to Revitalization Plan No. 3 and this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the Contracting Parties have hereunto executed this First Amendment as of the date and year first above written.

CITY OF BASEHOR, KANSAS

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marciano, City Attorney

LEAVENWORTH COUNTY, KANSAS

By: _____

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM:

By: _____
County Counselor

BASEHOR COMMUNITY LIBRARY DISTRICT

By: _____
President of the District

ATTEST:

Clerk of the District



The City of Basehor

Date: November 14, 2012
To: Basehor Mayor & City Council
Interim City Administrator/Police Chief Lloyd Martley
From: Corey Swisher, City Clerk/Finance Director
Re: Field of Dreams Athletic Programming and Concessions Operations Agreement

Background:

In December of 2010, the City of Basehor issued a Request for Proposals (RFP) and advertised for Field of Dreams youth athletic programming & concessions operations providers. The City received one response. On January 17, 2011, Dennis Mertz moved and Jim Washington seconded a motion to enter into the existing FOD operating agreement. The motion passed 4-1, with Dysart opposed. This agreement allowed the current operator, National Youth Sports Sanctioning Organization (NYSSO) to have exclusive management and oversight of the recreational sports programming at the Field of Dreams for the years 2011 and 2012. The agreement also stipulated that it may be renewed for additional terms upon mutual agreement of the parties hereto.

In September of 2012, the City issued a Request for Proposals (RFP) and advertised for youth athletic programming & concessions operations providers. The RFP was advertised in the *Leavenworth Times*, *Shawnee Dispatch*, *Tonganoxie Mirror*, *Baldwin Signal*, *Bonner Chieftain*, *Basehor Sentinel* and *Lawrence Journal-World*. The RFP was also posted on the City's website. The purpose of the RFP was to secure an operator for the Field of Dreams athletic complex for a two year period to begin in 2013. The City received one response to the RFP from the current operator.

City staff is now asking Council to review a proposed agreement providing youth athletic programming at the Field of Dreams for 2013-14. The NYSSO has reviewed the agreement and find it acceptable. The only departure from the original 2011-12 agreement is a \$5,000 increase in the payment to the City for use of the facility. NYSSO currently pays \$30,000 per year plus the cost of utilities for the use of the facility.

The City's commitment to providing an outstanding facility for organized youth sports and the operator's ability to provide quality programming has resulted in a dramatic increase in youth participation at the Field of Dreams Athletic Complex over the past two years.

YOUTH PARTICIPATION RATES

SPORT	2011	2012	% Change
Baseball/Softball	338	428	21%
Football	472	602	22%
Cheerleading	85	120	29%
Soccer*	50	190	74%
Total	945	1340	29%

*Spring & Fall in '12

TOURNAMENTS	2011	2012
Baseball/Softball	7	9
Football	2	2

Action Requested of Council:

Approve the 2013-14, Field of Dreams Athletic Programming and Concessions Operations Agreement.

Attachments:

- Athletic Programming and Concessions Operations RFP
- NYSSO Proposal
- Proposed 2013-14 Operations Agreement

FACILITY OPERATION AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Default.** Operator shall be in default hereunder upon occurrence of:

- a. Failure to make payments as specified hereinabove;
- b. The filing of any lien or claim against the Field of Dreams, or income there from, through no fault of the City and because of some action, accident, or conduct by Operator or its use of Field of Dreams;
- c. The failure of Operator to perform in accordance with any term of this Agreement.

14. **Termination.** This Agreement and the rights and obligations of the parties hereto will automatically terminate upon any or all of the following events.

- a. Default of Operator if not cured within 30 days of Notice of Default by the City.
- b. Upon passage of any Ordinance, Resolution, Statute or other rule or regulation applicable to the parties hereto which renders this Agreement void, voidable or unenforceable.
- c. Upon the expiration of the initial term or any renewal term.

15. **Covenants of Operator.** Operator covenants and agrees that:

- a. It will not do or perform or fail to do or perform anything which will subject the land comprising the Field of Dreams to any lien or claim;
- b. It will comply with all City Ordinances, including removal and prevention of noxious weed growth and such compliance will be at its sole expense.
- c. It will return the Field of Dreams to the City in substantially the same condition as it is in at the time this Agreement is executed.

16. **Mutual Covenants.** The parties hereto covenant and agree that:

- a. The statements contained herein are binding and contractual;
- b. This Agreement will be governed and construed in accordance with the laws of the State of Kansas.
- c. Neither party has entered into this Agreement based upon any representations made by either party other than those contained herein.
- d. Each party is authorized to enter into this Agreement and, upon execution of the same, will be legally binding upon each party hereto.
- e. No modification herein will be binding unless the same is made, in writing, and signed by both parties hereto.

17. **Notices.** Any notices, bills, invoices, payments or correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States Mail, postage prepaid, to the following addresses, or other location as either party may from time to time designate:

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

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

Topeka, Kansas 66614

Basehor, Kansas 66007

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

THE CITY OF BASEHOR, KANSAS

{City Seal}

ATTEST:

By: _____
David K. Breuer, Mayor

By: _____
Corey Swisher, City Clerk/Finance Director

APPROVED AS TO FORM:

By: _____
Shannon Marcano, City Attorney

**NATIONAL YOUTH
SPORTS SANCTIONING ORGANIZATION, LLC**

By: _____
Troy Wisemon, President

NATIONAL YOUTH SPORTS SANCTIONING ORGANIZATION

NYSSO Field of Dreams Athletic Complex Proposal

Section 1

Name of Company and Company information.

A) National Youth Sports Sanctioning Organization (NYSSO)

B) Company Staff and Titles:

President/Director of Operations

Troy Wiseman 8716 SW K-4 Hwy Topeka, Ks 66614
785-221-2934

17 years of experience in Youth Sports Administration

Director of Football of Football Operations

Roy Villarreal 15447 Roger Rd Leavenworth, Ks 66048
913-620-7971

12 Years of experience

Director of Football Operations

Willie Carter 4402 SE Oakwood St. Topeka, Ks. 66609
wrcarter50@hotmail.com 785-633-1000 14 yrs experience

Director of Officials/Football & Baseball Operations

Michael Wiseman 8716 SW K-4 Hwy Topeka, Ks 66614
785-249-5047 8 yrs experience

Office Manager/ Food and Beverage Director

Troy Wiseman 8716 SW K-4 Hwy Topeka, Ks 66614
785-221-2934

17 years of experience in Youth Sports Administration

Section 2

League Organizational Structure

A) All leagues will have a league Director and a Umpire in Chief assigned to them by the Director of Operations.

- B) All teams will be formed by league rules based on age, grade and school they attend. All rosters will be approved by NYSSO and will have a minimum and max number of players on each roster.
- C) Each team will be guaranteed a set number of games based on league rules for each sport. All game schedules, rules and league standings will be posted on the league website to be hosted by NYSSO. NYSSO will have a weather hotline and a website available for all weather related issues.
- D) All baseball teams will be assigned practice times according to field availability at the FOD complex.
- E) Registration Process
 - 1) All registrations will be done by NYSSO by mail, online and walk-ins.
 - 2) Payments will be done by Cash, Check and Credit Card only.
 - 3) Registration dates and deadlines will be posted on the registration form or the league website.
 - 4) Start date for Baseball will be in May and Football will be in September.
 - 5) All protests or Grievances will be done by league rules for each sport.
 - 6) Scholarships will be determined by NYSSO for all sports.
- F) NYSSO will host a coaches meeting for all sports prior to the beginning of each season to discuss rules, schedules, rosters and coaches policies and code of conduct.
- G) Number of participants will be based off the previous years participation.

Section 3

Fees

- A) Baseball fees. Will review past fees.
- B) Football Fees TBD
- C) Tournament Fees will be determined by each host tournament director.

Section 4

Staffing

- A) All staff will be approved by NYSSO Director of Operations. NYSSO will supply staff for all leagues games and tournaments. The staffing will include:
 - 1) League Director
 - 2) Site Supervisor
 - 3) Maintenance Workers, Field Prep
 - 4) Concessions Mgr and staffing.
 - 5) Officials
 - 6) Scorekeepers
 - 7) Umpire in Chief for each sport.

Section 5
Operations

- A) NYSSO will maintain all field maintenance in which will include:
 - 1) Field prep.
 - 2) Mowing and weedeating
 - 3) Trash
 - 4) Restrooms
 - 5) Traffic control
- B) Concessions
 - 1) Staffing
 - 2) Ordering of supplies
 - 3) Cleaning on concessions
- C) Admission Fees
 - 1) City of Basehor residents will be exempt from admission fees to all league functions at the FOD Sports Complex. The City of Basehor will administrate this policy with a resident identification sytem.
 - 2) All admission fees for league play will be based off league rules. All tournament admission fees will be determined by the Tournament Director.

Section 6
Insurance

- A) NYSSO will provide insurance for liability and property damage according to the City of Basehor request.
- B) NYSSO will provide a secondary medical insurance policy on all players involved in all league games played at the FOD complex. All tournament insurance will be provided by the organization hosting the tournament.
- C) NYSSO will provide the City of Basehor with a copy of the insurance policy.

For any questions concerning this proposal please contact
Troy Wiseman @ 785-221-2934 or nkfl1@aol.com