



**AGENDA**  
**BASEHOR CITY COUNCIL**  
**October 15, 2012 7:00 p.m.**  
**Basehor City Hall**

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

**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. Consider Purchase of Police Department Cruiser
7. Consider Street Repair Agreement
8. Consider Ordinance No. 619 – Commercial Sewer Connection Fees
9. Consider Resolution 2012-19 – 142<sup>nd</sup> Street Resurfacing Agreement

**10. City Administrator's Report**

**11. Mayor's Report**

**12. Council Members Report**

**13. Executive Session** (if needed)

**14. Adjournment**



## **Minutes**

### **Basehor City Council Regular Session**

### **Basehor City Hall, September 17, 2012**

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**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, City Council President Travis Miles, Richard Drennon, Vernon Fields, and Brian Healy

Council Member not present: Ty Garver

Staff Present: Interim City Administrator/Police Chief Lloyd Martley and Assistant City Clerk, Katherine M. Renn.

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

1. Approve 08-06-12 & 08-20-12 City Council Meeting Minutes
2. Treasurer's Report
3. Springsted Incorporated Financial Advisory Services Payment
4. Deferral of Building Permit Fees Agreement

Miles moved to approve the Consent Agenda with Healy seconding. The motion passed unanimously, 4-0.

**3. Call to Public**

There was none.

**4. Unfinished Business**

There was none.

**5. New Business**

There was none.

**6. City Administrator's Report**

There was none.

**7. Council Members Report**

There was none.

**8. Executive Session**

There was none.

**9. Adjournment**

Fields moved to adjourn the meeting at 7:05 p.m. with Drennon seconding. The motion passed unanimously, 4-0.

\_\_\_\_\_  
David K. Breuer, Mayor

Attest:

\_\_\_\_\_  
Corey Swisher, City Clerk/Finance Director



# The City of Basehor

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**Date:** October 9, 2012

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

**From:** Corey Swisher, City Clerk/Finance Director

**Re:** October 2012, Treasurer's Report

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**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

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# CITY OF BASEHOR

## SEPTEMBER 2012 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Collected	% Utilized	Current Balance
General	\$1,867,561	\$1,611,979	\$1,146,660	86%	61%	\$607,841
Special Park	\$25,000	\$10,444	\$17,337	42%	69%	\$125,574
Sewer	\$1,379,625	\$5,508,408	\$5,628,844	399%	408%	\$712,576
Cedar Lake Maintenance	\$40,000	\$15,539	\$20,230	39%	51%	\$13,394
Bond & Interest	\$702,234	\$2,121,949	\$1,928,922	302%	275%	\$981,863
Solid Waste	\$280,897	\$220,834	\$116,562	79%	41%	\$130,862
Special Highway	\$715,000	\$375,995	\$343,385	53%	48%	\$2,140,391
Municipal Equip. Reserve	\$8,840	\$734	\$13,228	8%	150%	\$309,624
Capitol Improvement	\$0	\$58,614	\$0	0%	100%	\$1,374,034
Employee Benefit	\$489,630	\$463,886	\$312,962	95%	64%	\$130,668
LCSD#3	\$33,000	\$20,600	\$7,105	62%	22%	\$22,876
	\$5,541,787	\$10,408,983	\$9,535,234	188%	172%	\$6,549,703

### Department

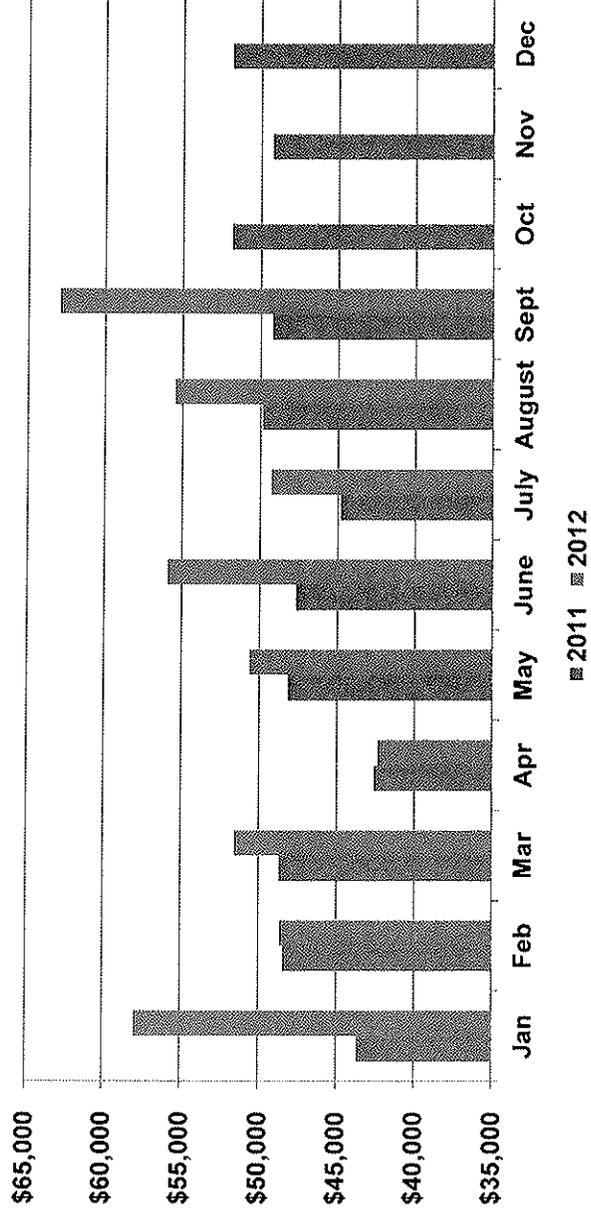
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$306,950	\$231,417	\$75,533	75%
Street	\$183,100	\$128,512	\$54,588	70%
Governing Body	\$44,614	\$33,558	\$11,056	75%
Police	\$771,650	\$504,461	\$267,189	65%
Facilities	\$131,775	\$83,690	\$48,085	64%
Administrator	\$141,600	\$38,937	\$102,663	27%
Park & Recreation	\$32,955	\$21,961	\$10,994	67%
Miscellaneous	\$85,518	\$15,895	\$69,623	19%
HR	\$16,000	\$15,323	\$677	96%
Planning	\$153,400	\$72,908	\$80,492	48%
	\$1,867,562	\$1,146,660	\$720,902	61%

# MONTHLY SALES TAX COLLECTIONS 2008-2012

	2008	2009	2010	2011	2012	Monthly Diff. '11 - '12	% Difference	2012 YTD	Diff. '11 - '12	% Difference
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						
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	474,903.46	51,588.19				

2012 TDD \$8,249.19

## 2011-12 Month to Month Comparison





## 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		
November	1770		
December	1776		
<b>AVERAGE</b>	1752	1798	2.58%

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		
November	\$86,644.10		
December	\$86,654.61		
<b>TOTAL</b>	\$1,038,163.92	\$811,827.02	

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		
November	\$48.95		
December	\$48.79		
<b>AVERAGE</b>	\$49.36	\$50.15	1.61%



## 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		
November	1633		
December	1639		
<b>AVERAGE</b>	<b>1,639</b>	<b>1,679</b>	<b>2.41%</b>

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		
November	\$23,016.61		
December	\$14,899.96		
<b>TOTAL</b>	<b>\$261,765.71</b>	<b>\$212,564.19</b>	

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		
November	\$14.09		
December	\$14.06		
<b>AVERAGE</b>	<b>\$13.72</b>	<b>\$14.06</b>	

Check Register Report

09/07/2012

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City Of Basehor

BANK: First State Bank

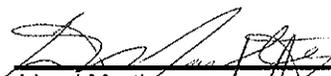
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19923	09/07/2012	Printed		AFFINIS	AFFINIS CORP	DESIGN SVCS/WC PKWY IMP	17,657.13
19924	09/07/2012	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	88.60
19925	09/07/2012	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	AUG LUNCH MTG/SWISHER, C	8.50
19926	09/07/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	15,173.88
19927	09/07/2012	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	366.41
19928	09/07/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,734.41
19929	09/07/2012	Printed		HR HAVEN	HR-HAVEN INC	HR SUPPORT/SEPT 2012	500.00
19930	09/07/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	635.65
19931	09/07/2012	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	877.50
19932	09/07/2012	Printed		KDOT BUREA	KDOT BUREAU PROGRAM & PROJECT	LOAN C20-1767-01	184,295.83
19933	09/07/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	4,911.05
19934	09/07/2012	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/SEPT 2012	1,325.00
19935	09/07/2012	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
19936	09/07/2012	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO BILL/JULY 2012	143.73
19937	09/07/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/PLANNING/AUG	6.00
19938	09/07/2012	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	421.40
19939	09/07/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	9,674.69
19940	09/07/2012	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LEGAL SVCS THRU 8/15	7,007.50
19941	09/07/2012	Printed		ZEE MED	ZEE MEDICAL SERVICE	REPLENISH 1ST AID CAB/CITY HALL	29.90

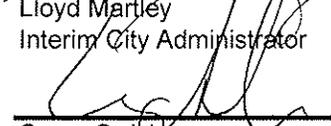
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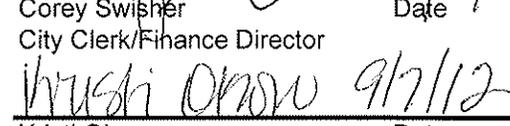
Checks Total (excluding void checks): 246,761.10

Total Payments: 20

Grand Total (excluding void checks): 246,761.10

 9-10-12  
 Lloyd Martley Date  
 Interim City Administrator

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

 9/7/12  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

Date: 09/20/2012

Time: 2:52 PM

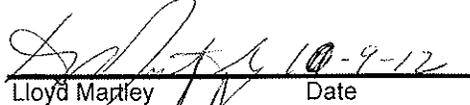
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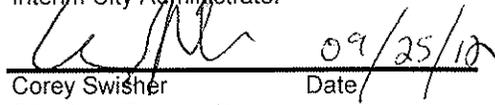
City Of Basehor

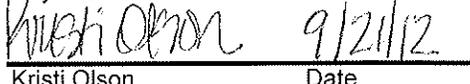
BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19932	09/07/2012	Void	09/17/2012	KDOT BUREA	KDOT BUREAU PROGRAM & PROJECT	LOAN C20-1767-01	0.00
19942	09/17/2012	Printed		KDHE TECH	KDHE BUREAU OF WATER	LOAN C20-1767-01	184,295.83
19943	09/20/2012	Printed		ADAIR	LISA ADAIR	YOUTH SPORTS REBATE	30.00
19944	09/20/2012	Printed		AMER SECUR	AMER SECURITY CONTRACTORS LLC	2 OVERHD DOOR CONTACTS/PW	247.00
19945	09/20/2012	Printed		ANGELOTTI	APRIL ANGELOTTI	YOUTH SPORTS REBATE	22.50
19946	09/20/2012	Printed		ATTORNEY G	ATTORNEY GENERAL'S OFFICE	FEES/REVIEW OF BOND SALE	405.00
19947	09/20/2012	Printed		BRANDT FAB	BRANDT FABRICATING	REFILL WELDING FUEL BOTTLE	49.60
19948	09/20/2012	Printed		COLEMAN	COLEMAN EQUIPMENT INC	EXTRA DAYS/ASPHALT ROLLER	680.44
19949	09/20/2012	Printed		CUSSEN	JACK D CUSSEN P.E.	ELECTRICAL PHYSICS/WWTF EMP	680.00
19950	09/20/2012	Printed		DOUGLAS PU	DOUGLAS PUMP SERVICES, INC.	4 TUBES SILICON/WWTF	40.00
19951	09/20/2012	Printed		ELITE ELEC	ELITE ELECTRIC INC	REPAIR ELECTRICAL/FOD BLDG 8	200.00
19952	09/20/2012	Printed		EMC INSURA	EMC INSURANCE COMPANY	DEDUCTIBLE & CITY PORTION	7,500.00
19953	09/20/2012	Printed		ETS	ETS	UB ONLINE CREDIT CARD FEES	9.06
19954	09/20/2012	Printed		FASTENAL	FASTENAL COMPANY	MISC SUPPLIES/MAINT EQUIP	1,059.23
19955	09/20/2012	Printed		FEDEX	FEDEX	OVERNIGHT PACKAGE	32.73
19956	09/20/2012	Printed		GARRETT	CHAD & MAGAN GARRETT	YOUTH SPORTS REBATE X2	45.00
19957	09/20/2012	Printed		GUERRA	JOSE GUERRA	YOUTH SPORTS REBATE X2	45.00
19958	09/20/2012	Printed		HARBOUR	HARBOUR CONSTRUCTION INC	2012 CHIP SEAL PROGRAM	213,932.88
19959	09/20/2012	Printed		HARRIS/DER	DEREK HARRIS	YOUTH SPORTS REBATE	22.50
19960	09/20/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,719.98
19961	09/20/2012	Printed		HINTON	BILLY & KACY HINTON	YOUTH SPORTS REBATE	22.50
19962	09/20/2012	Printed		INGRAM C	CORI INGRAM	YOUTH SPORTS REBATE	22.50
19963	09/20/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI-MNTHLY FLOW TEST/WWTF/8-23	585.00
19964	09/20/2012	Printed		KAHN CULV	KAHN CULVERT INC	CULVERT TUBES W/ METAL BANDS	1,802.50
19965	09/20/2012	Printed		KBI LAB	KANSAS BUREAU OF INVESTIGATION	(4) LAB FEES/4 DEFENDANTS	1,600.00
19966	09/20/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	635.65
19967	09/20/2012	Printed		KEOPKE	REBECCA & RON KEOPKE	YOUTH SPORTS REBATE	22.50
19968	09/20/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,295.29
19969	09/20/2012	Printed		LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	TRAINING/PERS MGMT/SWISHER	75.00

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19970	09/20/2012	Printed		MEDINA	LAURA MEDINA	YOUTH SPORTS REBATE	22.50
19971	09/20/2012	Printed		MILLER/SAM	SAMUEL A MILLER	YOUTH SPORTS REBATE	22.50
19972	09/20/2012	Printed		RATHE	TYLER & NICOLE RATHE	YOUTH SPORTS REBATE	22.50
19973	09/20/2012	Printed		RAZEK	RAZEK ENVIRONMENTAL LLC	DRILL TEST HOLES/WELLINGTON PL	633.50
19974	09/20/2012	Printed		SMITH	RALPH SMITH	PUMP OUT FOD SEPTIC TANK	220.00
19975	09/20/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE	64.86
19976	09/20/2012	Printed		SPRINGSTED	SPRINGSTED	FINANCIAL ADVISORY SERVICES	17,852.76
19977	09/20/2012	Printed		SULLIVAN L	LISA SULLIVAN	YOUTH SPORTS REBATE	22.50
19978	09/20/2012	Printed		SYSTEMS MA	SYSTEMS MANUFACTURING INC	REPLACE POWEWARE 5115 UPS	618.00
19979	09/20/2012	Printed		TINDER	BRIAN TINDER	YOUTH SPORTS REBATE X2	90.00
19980	09/20/2012	Printed		TRAINING A	TRAINING AT YOUR PLACE	12 HR PHONE SUPPORT AGREEMNT	1,020.00
19981	09/20/2012	Printed		VESTA LEE	VESTA LEE LUMBER COMPANY	MISC SUPPLIES/FOD REPAIRS	257.10
19982	09/20/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	4,682.19
19983	09/20/2012	Printed		WOLF CREEK	WOLF CREEK VETERINARY CLINIC	IMPOUND FEE/2 CATS	200.00
19984	09/20/2012	Printed		ZEE MED	ZEE MEDICAL SERVICE	REPLENISH 1ST AID CAB/WWTF	53.55
<b>Total Checks: 63</b>						<b>Checks Total (excluding void checks):</b>	<b>447,859.65</b>

  
 Lloyd Martley Date 10-9-12  
 Interim City Administrator

  
 Corey Swisher Date 09/25/12  
 City Clerk/Finance Director

  
 Kristi Olson Date 9/21/12  
 Accounting Clerk

Check Register Report

09/07/2012

2:41 PM

City Of Basehor

BANK: First State Bank

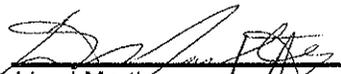
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19922	09/07/2012	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP ADD/LIFE/STD/LTD	603.90
19923	09/07/2012	Printed		AFFINIS	AFFINIS CORP	DESIGN SVCS/WC PKWY IMP	17,657.10
19924	09/07/2012	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	88.60
19925	09/07/2012	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	AUG LUNCH MTG/SWISHER, C	8.50
19926	09/07/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	15,173.80
19927	09/07/2012	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	366.40
19928	09/07/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,734.40
19929	09/07/2012	Printed		HR HAVEN	HR-HAVEN INC	HR SUPPORT/SEPT 2012	500.00
19930	09/07/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	635.60
19931	09/07/2012	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	877.50
19932	09/07/2012	Printed		KDOT BUREA	KDOT BUREAU PROGRAM & PROJECT	LOAN C20-1767-01	184,295.80
19933	09/07/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	4,911.00
19934	09/07/2012	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/SEPT 2012	1,325.00
19935	09/07/2012	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
19936	09/07/2012	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO BILL/JULY 2012	143.70
19937	09/07/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/PLANNING/AUG	6.00
19938	09/07/2012	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	421.40
19939	09/07/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	9,674.60
19940	09/07/2012	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LEGAL SVCS THRU 8/15	7,007.50
19941	09/07/2012	Printed		ZEE MED	ZEE MEDICAL SERVICE	REPLENISH 1ST AID CAB/CITY HALL	29.90

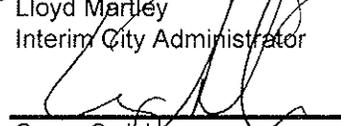
Total Checks: 20

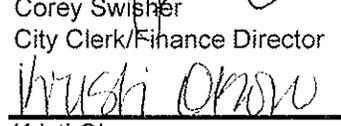
Checks Total (excluding void checks): 246,761.10

Total Payments: 20

Grand Total (excluding void checks): 246,761.10

  
 Lloyd Martley 9-10-12  
 Interim City Administrator Date

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

  
 Kristi Olson 9/7/12  
 Accounting Clerk Date

Check Register Report

Date: 09/20/201

Time: 2:52 P

Page:

City Of Basehor

BANK: First State Bank

Check number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19932	09/07/2012	Void	09/17/2012	KDOT BUREA	KDOT BUREAU PROGRAM & PROJECT	LOAN C20-1767-01	0.0
19942	09/17/2012	Printed		KDHE TECH	KDHE BUREAU OF WATER	LOAN C20-1767-01	184,295.8
19943	09/20/2012	Printed		ADAIR	LISA ADAIR	YOUTH SPORTS REBATE	30.0
19944	09/20/2012	Printed		AMER SECUR	AMER SECURITY CONTRACTORS LLC	2 OVERHD DOOR CONTACTS/PW	247.0
19945	09/20/2012	Printed		ANGELOTTI	APRIL ANGELOTTI	YOUTH SPORTS REBATE	22.5
19946	09/20/2012	Printed		ATTORNEY G	ATTORNEY GENERAL'S OFFICE	FEES/REVIEW OF BOND SALE	405.0
19947	09/20/2012	Printed		BRANDT FAB	BRANDT FABRICATING	REFILL WELDING FUEL BOTTLE	49.6
19948	09/20/2012	Printed		COLEMAN	COLEMAN EQUIPMENT INC	EXTRA DAYS/ASPHALT ROLLER	680.4
19949	09/20/2012	Printed		CUSSEN	JACK D CUSSEN P.E.	ELECTRICAL PHYSICS/WWTF EMP	680.0
19950	09/20/2012	Printed		DOUGLAS PU	DOUGLAS PUMP SERVICES, INC.	4 TUBES SILICON/WWTF	40.0
19951	09/20/2012	Printed		ELITE ELEC	ELITE ELECTRIC INC	REPAIR ELECTRICAL/FOD BLDG 8	200.0
19952	09/20/2012	Printed		EMC INSURA	EMC INSURANCE COMPANY	DEDUCTIBLE & CITY PORTION	7,500.0
19953	09/20/2012	Printed		ETS	ETS	UB ONLINE CREDIT CARD FEES	9.0
19954	09/20/2012	Printed		FASTENAL	FASTENAL COMPANY	MISC SUPPLIES/MAINT EQUIP	1,059.2
19955	09/20/2012	Printed		FEDEX	FEDEX	OVERNIGHT PACKAGE	32.7
19956	09/20/2012	Printed		GARRETT	CHAD & MAGAN GARRETT	YOUTH SPORTS REBATE X2	45.0
19957	09/20/2012	Printed		GUERRA	JOSE GUERRA	YOUTH SPORTS REBATE X2	45.0
19958	09/20/2012	Printed		HARBOUR	HARBOUR CONSTRUCTION INC	2012 CHIP SEAL PROGRAM	213,932.8
19959	09/20/2012	Printed		HARRIS/DER	DEREK HARRIS	YOUTH SPORTS REBATE	22.5
19960	09/20/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,719.9
19961	09/20/2012	Printed		HINTON	BILLY & KACY HINTON	YOUTH SPORTS REBATE	22.5
19962	09/20/2012	Printed		INGRAM C	CORI INGRAM	YOUTH SPORTS REBATE	22.5
19963	09/20/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI-MNTHLY FLOW TEST/WWTF/8-23	585.0
19964	09/20/2012	Printed		KAHN CULV	KAHN CULVERT INC	CULVERT TUBES W/ METAL BANDS	1,802.5
19965	09/20/2012	Printed		KBI LAB	KANSAS BUREAU OF INVESTIGATION	(4) LAB FEES/4 DEFENDANTS	1,600.0
19966	09/20/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	635.6
19967	09/20/2012	Printed		KEOPKE	REBECCA & RON KEOPKE	YOUTH SPORTS REBATE	22.5
19968	09/20/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,295.2
19969	09/20/2012	Printed		LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	TRAINING/PERS MGMT/SWISHER	75.0

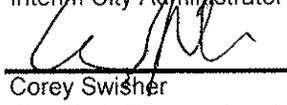
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19970	09/20/2012	Printed		MEDINA	LAURA MEDINA	YOUTH SPORTS REBATE	22.51
19971	09/20/2012	Printed		MILLER/SAM	SAMUEL A MILLER	YOUTH SPORTS REBATE	22.51
72	09/20/2012	Printed		RATHE	TYLER & NICOLE RATHE	YOUTH SPORTS REBATE	22.51
73	09/20/2012	Printed		RAZEK	RAZEK ENVIRONMENTAL LLC	DRILL TEST HOLES/WELLINGTON PL	633.51
19974	09/20/2012	Printed		SMITH	RALPH SMITH	PUMP OUT FOD SEPTIC TANK	220.01
19975	09/20/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE	64.81
19976	09/20/2012	Printed		SPRINGSTED	SPRINGSTED	FINANCIAL ADVISORY SERVICES	17,852.71
19977	09/20/2012	Printed		SULLIVAN L	LISA SULLIVAN	YOUTH SPORTS REBATE	22.51
19978	09/20/2012	Printed		SYSTEMS MA	SYSTEMS MANUFACTURING INC	REPLACE POWEWARE 5115 UPS	618.01
19979	09/20/2012	Printed		TINDER	BRIAN TINDER	YOUTH SPORTS REBATE X2	90.01
19980	09/20/2012	Printed		TRAINING A	TRAINING AT YOUR PLACE	12 HR PHONE SUPPORT AGREEMNT	1,020.01
19981	09/20/2012	Printed		VESTA LEE	VESTA LEE LUMBER COMPANY	MISC SUPPLIES/FOD REPAIRS	257.11
19982	09/20/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	4,682.11
19983	09/20/2012	Printed		WOLF CREEK	WOLF CREEK VETERINARY CLINIC	IMPOUND FEE/2 CATS	200.01
19984	09/20/2012	Printed		ZEE MED	ZEE MEDICAL SERVICE	REPLENISH 1ST AID CAB/WWTF	53.51

Total Checks: 63

Checks Total (excluding void checks):

447,859.6

  
 Lloyd Martley Date 10-9-12  
 Interim City Administrator

  
 Corey Swisher Date 09/25/12  
 City Clerk/Finance Director

  
 Kristi Olson Date 9/21/12  
 Accounting Clerk

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 6

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**Topic:** Replacement of Chief's vehicle

**Action Requested:** Approve the purchase of a 2013 Ford PI vehicle from Shawnee Mission Ford not to exceed 30,000.00

**Narrative:** Chief's vehicle is a 1999 Crown Victoria with over 121,000 miles. It has several maintenance issues that repairing would exceed the value of the vehicle.

**Presented by:** Lloyd Martley, Chief of Police

**Administration Recommendation:** Approve purchase of new Ford PI

**Committee Recommendation:**

**Attachments:** Memo, Ford PI brochure, State Contract, vehicle pricing.

**Projector needed for this item?**

No

# MEMO

Date: October 15, 2012

To: Mayor/Governing Body

From: Lloyd Martley, Chief of Police

Ref: Replacement of Chief's vehicle

For 2013 the Council approved for the replacement of two vehicles. After careful evaluation of several police vehicles available since the elimination of the Crown Victoria's, I have decided to go with the Ford Sedan Police Interceptor vehicle. It is basically a Ford Taurus shell with the rest of the vehicle being completely designed for police use. Features include stronger suspensions, higher rated impact standards, all wheel drive, heavy duty amps and many other features. (see attached brochure)

The Kansas Department of Administration – Division of Purchases awarded the state contract to Shawnee Mission Ford, Inc. (see attached contract award). I recently spoke with Jay Cooper (point of contact for fleet sales) and was advised that he currently has three Ford PI vehicles available. Attached are the pricing sheets along with options on the vehicles. I have asked Mr. Cooper to put a hold on two of the vehicles to be purchased at the beginning of 2013.

My current vehicle is a 1999 Ford Crown Victoria with over 121,000 miles on it that we purchased used from Eudora after they took it out of service. I have been driving this vehicle for over four years. The vehicle has some major issues that I have been told by our mechanic is only a matter of time before it totally quits running. The engine burns oil and cannot be left idling or it could catch on fire. The windshield wipers won't consistently work, the transmission is going out, the trunk leaks, the windows will go up and down very slowly and sometimes needs manual assistance, the windshield has a huge gap at the frame which leaks water when it rains, etc. Based on the current condition of my vehicle I am asking council to consider letting me purchase the third vehicle from Shawnee Ford this year. My vehicle is schedule to be replaced in 2014 which will make it 15 years old if it last that long.

Per the state contract agreement the base price of the vehicle is 23,142.00, with options added in the price of the vehicle would be 24,024.00. Shawnee Ford would also give me some sort of a trade in on my old vehicle. I am asking the council to approve the purchase not to exceed 30,000. This is based on the fact that I would need to add some emergency lighting and other equipment to make the vehicle police useful. We currently have over 300,000 in our equipment reserve account and there is over 72,000 budgeted for this year which we have not used. So, purchasing this vehicle would cause no impact to the current budget.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 7

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**Topic:**

Consider extending the contract between Harbour Construction and the City to repair three (3) street locations and pave the police department parking lot.

**Action Requested:**

Consider Resolution 2012-20.

**Narrative:**

August 6, 2012, Staff discussed street repairs that would be separate from the 2012 Pavement Management Program contract. The identified areas for repair are:

- Bradford Court and 153<sup>rd</sup> Street – Cedar Lakes Subdivision
- 160<sup>th</sup> Circle – Prairie Gardens Subdivision
- Wellington Place Drive – Wellington Place Subdivision
- Police Department Parking Lot – City Hall

The additional contract amount will be \$106,125.00. The original contract amount is \$213,932.88. The amended contract amount will be \$320,057.88.

October 1, 2012, Staff discussed with Council the removal of the island located in the 160<sup>th</sup> Circle cul-de-sac. Staff requested a quote from Harbour Construction for the removal. Staff prepared a quote to do the work in-house and found it to be less. If Resolution 2012-20 is approved, Staff will remove the island in-house.

**Presented by:**

Mitch Pleak, City Engineer  
Gene Myracle, City Superintendent

**Administration Recommendation:**

Approve Resolution 2012-20.

**Committee Recommendation:**

**Attachments:**

Memo Mitch Pleak 9.17.12 (1 page)  
2012 Chip Seal Program Contract (3 pages)  
Resolution 2012-20 (15 pages)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Lloyd Martley  
**From:** Gene Myracle and Mitch Pleak  
**Date:** 9.17.12  
**Re:** 2012 Street Repair Discussion.

---

August 6, 2012, Staff discussed street repairs that would be separate from the 2012 Pavement Management Program contract. Staff has identified the following areas for repair:

- Bradford Court and 153<sup>rd</sup> Street – Cedar Lakes Subdivision
- 160<sup>th</sup> Circle – Prairie Gardens Subdivision
- Wellington Place Drive – Wellington Place Subdivision
- Police Department Parking Lot – City Hall

CITY OF BASEHOR, KANSAS

AGREEMENT BETWEEN  
CITY OF BASEHOR, KANSAS  
AND CONTRACTOR

**2012 CHIP SEAL PROGRAM**

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of September, 2012,  
by and between the City of Basehor, Kansas, hereinafter the "City", and Harbour  
Construction, Inc.,  
hereinafter the "Contractor";

WITNESSETH:

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: Residential Chip Seal, Thoroughfare/Collector Chip Seal, First Sweeping, Second Sweeping, and Public Relations all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Basehor, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Two Hundred Thirteen Thousand Nine Hundred Thirty-Two and 88/100 DOLLARS (\$ 213,932.88 ) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract by September 29, 2012. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-45 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time stated above.

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

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; 2.) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and 3.) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

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

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

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

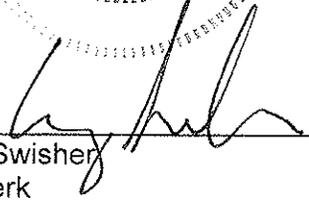
ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement

and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

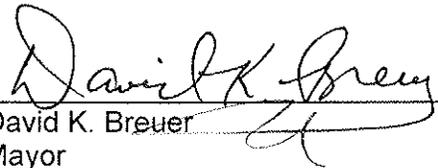
IN WITNESS WHEREOF, the City of Basehor, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed \_\_\_ counterparts of this Contract in the prescribed form and manner, the day and year first above written.



ATTEST:

  
\_\_\_\_\_  
Corey Swisher  
City Clerk

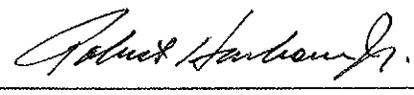
CITY OF BASEHOR, KANSAS

By   
\_\_\_\_\_  
David K. Breuer  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Shannon M. Marcano  
City Attorney

HARBOR CONSTRUCTION, INC.  
\_\_\_\_\_  
Contractor

By   
\_\_\_\_\_  
Title \_\_\_\_\_ President \_\_\_\_\_

(SEAL)

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

RESOLUTION NO. 2012-20

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND HARBOUR CONSTRUCTION, INC., REGARDING THE 2012 CHIP SEAL PROGRAM IN BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain First Amendment to Agreement with Harbour Construction, Inc., regarding the 2012 Chip Seal Program, attached hereto as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the First Amendment to Agreement with Harbour Construction, Inc., regarding the 2012 Chip Seal Program, attached as Exhibit A.

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

PASSED by the Governing Body this \_\_\_\_ day of October, 2012.

APPROVED by the Mayor this \_\_\_\_ day of October, 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 Agreement regarding 2012 Chip Seal Program**

To be attached.

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF BASEHOR,  
KANSAS AND CONTRACTOR

2012 CHIP SEAL PROGRAM

This First Amendment to the Agreement is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas (the "City") and Harbour Construction, Inc. (the "Contractor") on the \_\_\_\_ day of October, 2012.

WHEREAS the City and the Contractor entered into that certain Agreement dated September 4, 2012 (the "Agreement") for the 2012 Chip Seal Program, as more particularly defined in the Agreement; and

WHEREAS the City and the Contractor have now agreed to amend the Agreement to reflect the addition of several streets to the 2012 Chip Seal Program.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That Article I of the Agreement be amended to read as follows:

Article I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: 2012 Chip Seal Program: Residential Street Chip Seal, Thoroughfare/Collector Chip Seal, First Sweeping, Second Sweeping, Public Relations, Bradford Ct. and 153rd St. Improvements, Garden Parkway and 160 Circle. Improvements, Wellington St. Improvements, and Police Station Parking Improvements, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Plans, Specifications, and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Basehor, Kansas, all of which Contract Documents for the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

2. That Article II of the Agreement be amended to read as follows:

Article II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Three Hundred Twenty Thousand, Fifty- Seven and 88/100 DOLLARS (\$320,057.88) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and

designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

3. That the Plan be amended to read as follows:

ATTACHED AS EXHIBIT A

4. Conflict. All of the terms and conditions of the Agreement shall remain in effect, if a conflict exists between the Agreement and this Amendment, the terms of this Amendment shall control.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be binding upon any party executing the same and all of which together shall constitute one and the same document.

6. Defined Terms. All terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreement.

City of Basehor, Kansas

Harbour Construction, Inc.

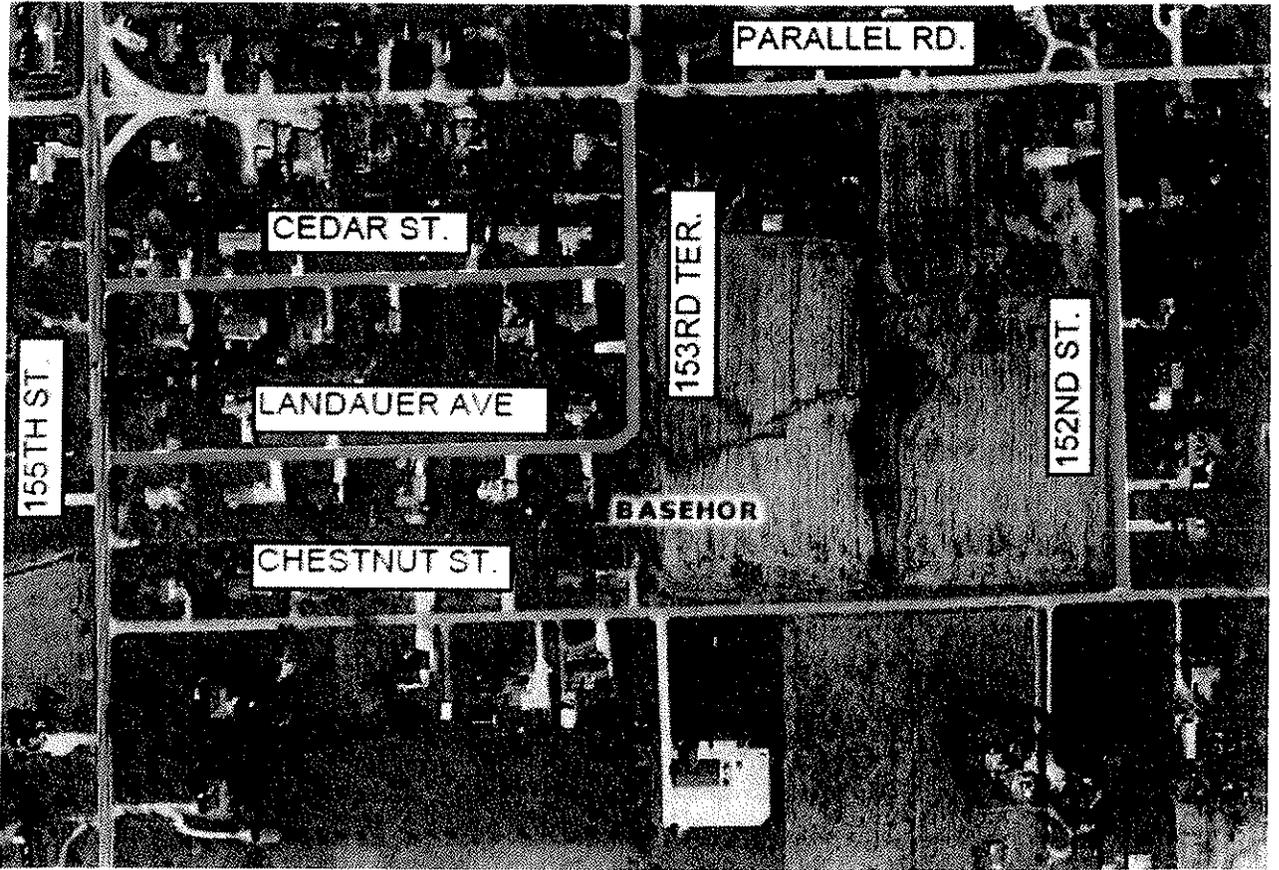
By: \_\_\_\_\_  
Mayor David K. Breuer

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corey Swisher, City Clerk

# 2012 Pavement Management Program

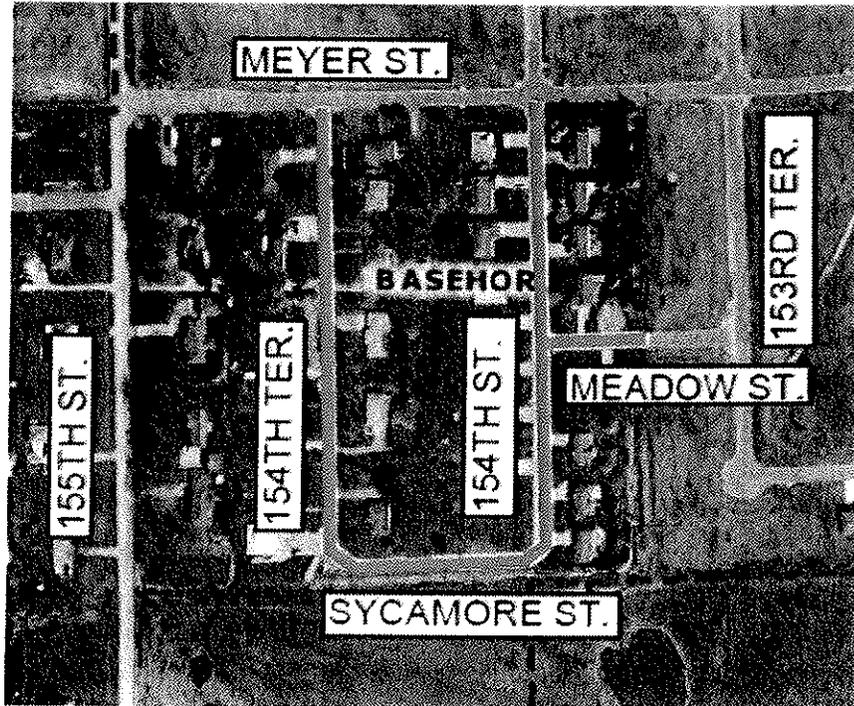


## LEGEND

 Chip Seal



# 2012 Pavement Management Program



## LEGEND

 Chip Seal



# 2012 Pavement Management Program



## LEGEND

 Chip Seal

**Report Generated: Wednesday, June 20, 2012**  
**2012 Chip Seal Program**  
**Operations: Chip Seal**

Street Name	From	To	Application	Operation	Area (SY)	Units	Measured Quantity	Installed Quantity
156TH TER	HICKORY ST	MAPLE ST	First	3/8" Chip Seal	610	SY		
156TH ST	HICKORY ST	MAPLE ST	First	3/8" Chip Seal	631	SY		
156TH ST	MAPLE ST	RIPLEY ST	First	3/8" Chip Seal	678	SY		
156TH ST	RIPLEY ST	LEAVENWORTH ST	First	3/8" Chip Seal	2,678	SY		
155TH CT	HOLLY ST	HICKORY ST	First	3/8" Chip Seal	420	SY		
155TH TER	HOLLY ST	HICKORY ST	First	3/8" Chip Seal	754	SY		
155TH TER	HICKORY ST	MAPLE ST	First	3/8" Chip Seal	789	SY		
155TH TER	MAPLE ST	RIPLEY ST	First	3/8" Chip Seal	770	SY		
155TH TER	RIPLEY ST	LEAVENWORTH ST	First	3/8" Chip Seal	2,433	SY		
RIPLEY ST	W. 156TH ST	156TH ST	First	3/8" Chip Seal	2,727	SY		
RIPLEY ST	156TH ST	155TH TER	First	3/8" Chip Seal	701	SY		
RIPLEY ST	155TH TER	155TH ST	First	3/8" Chip Seal	709	SY		
MAPLE ST	W. 156TH TER	156TH TER	First	3/8" Chip Seal	584	SY		
MAPLE ST	156TH TER	156TH ST	First	3/8" Chip Seal	650	SY		
MAPLE ST	156TH ST	155TH TER	First	3/8" Chip Seal	685	SY		
MAPLE ST	155TH TER	155TH ST	First	3/8" Chip Seal	828	SY		
HICKORY ST	158TH ST	157TH TER	First	3/8" Chip Seal	929	SY		
HICKORY ST	157TH TER	157TH ST	First	3/8" Chip Seal	914	SY		
HICKORY ST	157TH ST	156TH TER	First	3/8" Chip Seal	621	SY		
HICKORY ST	156TH TER	156TH ST	First	3/8" Chip Seal	640	SY		
HICKORY ST	156TH ST	155TH TER	First	3/8" Chip Seal	734	SY		
HICKORY ST	155TH TER	155TH ST	First	3/8" Chip Seal	981	SY		
HOLLY ST	155TH TER	155TH CT	First	3/8" Chip Seal	217	SY		
					21,683			

**Report Generated: Wednesday, June 20, 2012**  
**2012 Chip Seal Program**  
**Operations: Chip Seal**

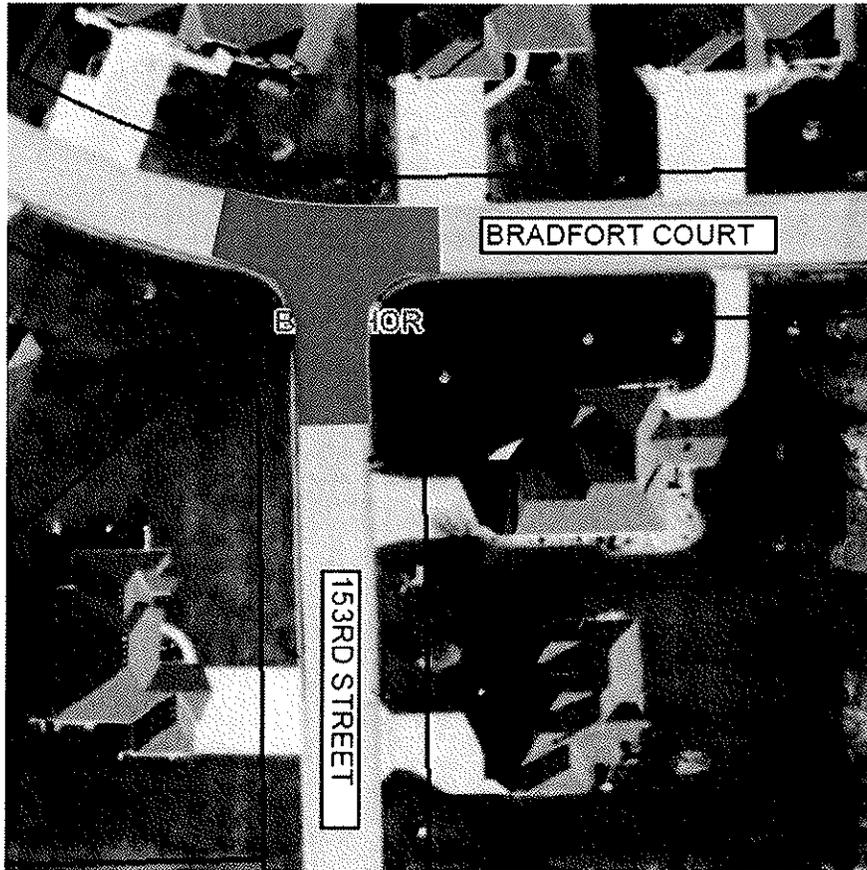
Street Name	From	To	Application	Operation	Area (SY)	Units	Measured Quantity	Installed Quantity
156TH TER	HICKORY ST	MAPLE ST	Second	1/4" Chip Seal	610	SY		
156TH ST	HICKORY ST	MAPLE ST	Second	1/4" Chip Seal	631	SY		
156TH ST	MAPLE ST	RIPLEY ST	Second	1/4" Chip Seal	678	SY		
156TH ST	RIPLEY ST	LEAVENWORTH ST	Second	1/4" Chip Seal	2,678	SY		
155TH CT	HOLLY ST	HICKORY ST	Second	1/4" Chip Seal	420	SY		
155TH TER	HOLLY ST	HICKORY ST	Second	1/4" Chip Seal	754	SY		
155TH TER	HICKORY ST	MAPLE ST	Second	1/4" Chip Seal	789	SY		
155TH TER	MAPLE ST	RIPLEY ST	Second	1/4" Chip Seal	770	SY		
155TH TER	RIPLEY ST	LEAVENWORTH ST	Second	1/4" Chip Seal	2,433	SY		
RIPLEY ST	W. 156TH ST	156TH ST	Second	1/4" Chip Seal	2,727	SY		
RIPLEY ST	156TH ST	155TH TER	Second	1/4" Chip Seal	701	SY		
RIPLEY ST	155TH TER	155TH ST	Second	1/4" Chip Seal	709	SY		
MAPLE ST	W. 156TH TER	156TH TER	Second	1/4" Chip Seal	584	SY		
MAPLE ST	156TH TER	156TH ST	Second	1/4" Chip Seal	650	SY		
MAPLE ST	156TH ST	155TH TER	Second	1/4" Chip Seal	685	SY		
MAPLE ST	155TH TER	155TH ST	Second	1/4" Chip Seal	828	SY		
HICKORY ST	158TH ST	157TH TER	Second	1/4" Chip Seal	929	SY		
HICKORY ST	157TH TER	157TH ST	Second	1/4" Chip Seal	914	SY		
HICKORY ST	157TH ST	156TH TER	Second	1/4" Chip Seal	621	SY		
HICKORY ST	156TH TER	156TH ST	Second	1/4" Chip Seal	640	SY		
HICKORY ST	156TH ST	155TH TER	Second	1/4" Chip Seal	734	SY		
HICKORY ST	155TH TER	155TH ST	Second	1/4" Chip Seal	981	SY		
HOLLY ST	155TH TER	155TH CT	Second	1/4" Chip Seal	217	SY		

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21,683

# EXHIBIT A

## 2012 Pavement Management Program



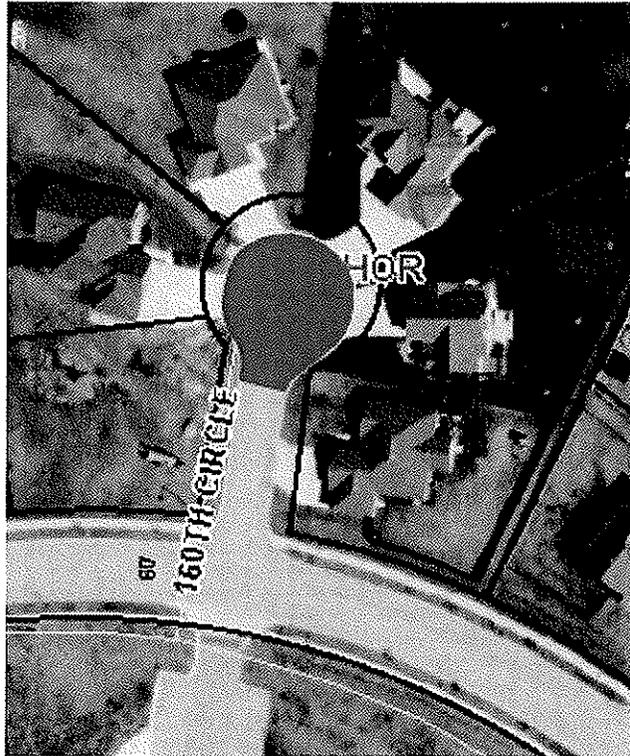
### LEGEND

 Street Repair

- Remove 70 LF of curb and gutter.
- 2" asphalt mill – 217sy
- Install new curb and gutter – 70 LF
- Re-grade area behind curb (Seed and Straw)
- Asphalt overlay with proper drainage (2" surface)

# EXHIBIT A

## 2012 Pavement Management Program



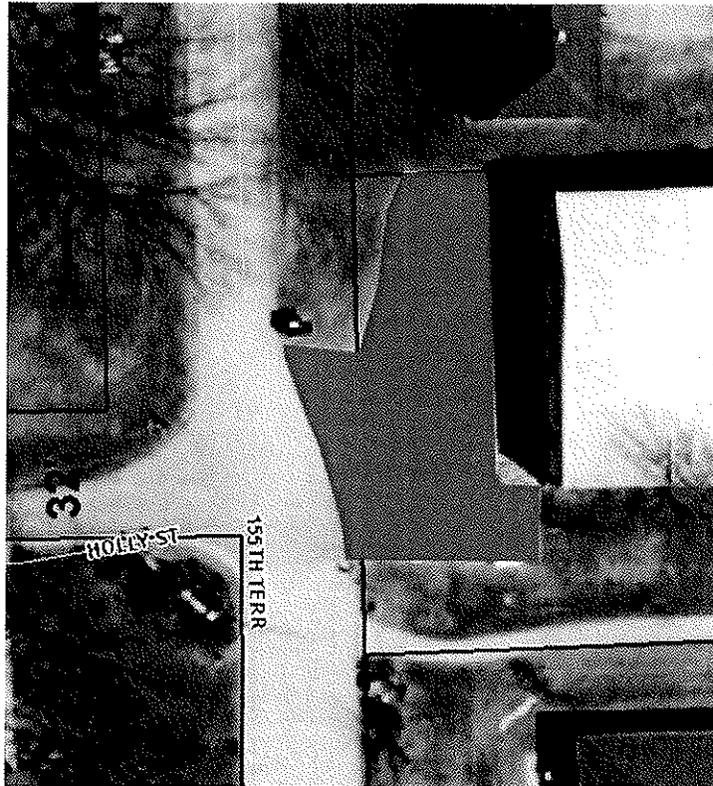
### LEGEND

▬ Street Repair

- Edge mill around cul-de-sac
- Asphalt overlay with proper drainage (2" surface)

## EXHIBIT A

### 2012 Pavement Management Program

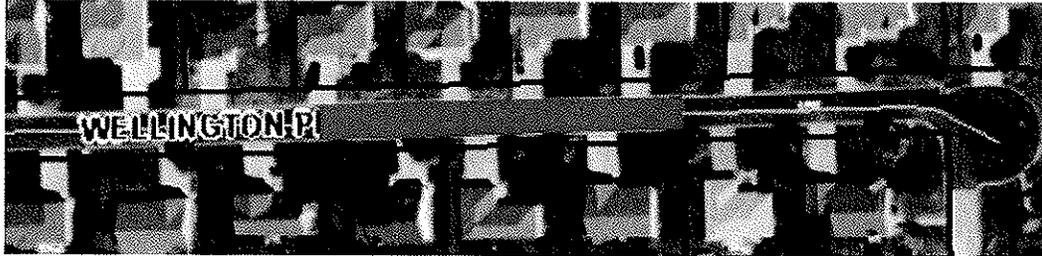


#### LEGEND

- Police Department Parking Lot Improvement
- Excavate for 4" asphalt – 400sy
  - Excavate additional parking area – 89sy
  - Install new channel drain – 90lf
  - Extend drain underground and daylight in ditch
  - Pave with hot mix asphalt (4" surface)

## EXHIBIT A

### 2012 Pavement Management Program



#### LEGEND

▨ Street Repair

- Remove 178lf of concrete curb and gutter, 178sy of asphalt pavement, and 725sf of existing driveway approaches
- Excavate for 6" base rock and 6" asphalt
- Compact existing sub grade
- Place and compact 6" AB-3 base rock
- Install 178lf of curb and gutter
- Re-grade settled area behind curb (Seed and Straw)
- Form and pour new driveway approaches – 725sf
- Pave with hot mix asphalt (4" base and 2" surface)

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 8

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**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.

**Administration Recommendation:** Consider option 6, for sewer connection fees for commercial, industrial businesses and multi-unit structures.

**Committee Recommendation:**

**Attachments:** Recommendation memo

**Projector needed for this item?**

No

# MEMO

**Date:** October 15, 2012

**To:** Mayor Breuer, City Council Members  
Lloyd Martley, Interim City Administrator

**From:** Gene Myracle Jr., City Superintendent

**RE:** Sewer Connection Fees

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The Governing Body directed staff to research alternative sewer connection fee options for commercial, industrial businesses and multi-unit structures. Currently City Code dictates connection fees will be \$3,450 per unit connection. There are currently no special considerations for commercial, industrial businesses or multi-unit structures (more than four) which could have many units but only one connection. Examples of this would be apartments, motel/hotel's and structures with under slab plumbing.

After reviewing policies used by several surrounding communities it was easily determined there is no consistent methodology for determining sewer connection fees. It has been realized that every City has policies that are unique to their own situation. Some of the policies ranged from a connection fee based on square footage of lot, size of pipe used in the connection, size of water meter to be installed, as well as just a simple single tap fee with no restrictions on how many units or size of structure.

With a plethora of options available, staff recommends the following connection fee option for commercial, industrial businesses and multi-unit structures.

Continue to utilize Ordinance #582 which states each individual unit connected to the City's wastewater system shall be charged a one-time connection fee of \$3,450 at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system in the case of existing units. In the case of multi-unit structures (four or less), a separate fee shall be charged for each separate unit at a rate of \$3,450.

For commercial, industrial business, or multi-unit structures (more than four) staff recommends multiplying the square footage of the lot size as identified in the plot plan, multiply it by a set rate of \$0.30 per square foot. Square footage calculations were based off current rates as well as average lot sizes were used to determine the recommended \$0.30 cents per square foot fee.

Example: Square footage of lot size multiplied by \$0.30  
11,500 Sq. Ft. lot multiplied by \$0.30 per Sq. Ft. = \$3,450 connection fee

Example: The proposed 79,863 Sq. Ft. or 22 unit Country Place Living facilities is currently required to pay \$3,450 for each unit and would total \$75,900. If the Sq. Ft. price is introduced at \$0.30 per Sq. Ft. the cost for the sewer connection would be \$23,958.50 which is a difference of \$51,941.50 from the current required connection fee.

After reviewing numerous options available for sewer connection fees, staff believes using the square footage of the lot size multiplied by the fee of \$0.30 per square foot is the best way to address the commercial, industrial business and multi-unit structures that may consider Basehor for future development.

(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 may only require one connection will pay a \$.30 per square foot fee based off of the structure's square footage size 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 October, 2012.

APPROVED by the Mayor this \_\_\_ day of October, 2012.

[SEAL]

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Corey Swisher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 9

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**Topic:**

Consider 142<sup>nd</sup> Street (US 24/40 to Parallel Road) resurfacing agreement with the Unified Government.

**Action Requested:**

Consider Resolution 2012-19 to enter into an agreement with Unified Government.

**Narrative:**

July 2, 2012, Council directed Staff to coordinate with the Unified Government (UG) regarding 142<sup>nd</sup> Street resurfacing. 142<sup>nd</sup> Street is located between Basehor and UG. The project length is approximately 3,677 feet. Attached is the agreement for the proposed project. Under the agreement, UG will administrate the project and the City of Basehor will reimburse UG for 50% of the work. The project is estimated at \$70,000 with \$35,000 being the City of Basehor's cost. The project will be paid from the Consolidated Highway Fund under Street Repairs & Maintenance (\$230,000). The project will be completed in the fall of 2012 or in the spring of 2013, with a completion date no later than August 31, 2013.

**Presented by:**

Mitch Pleak, City Engineer

**Administration Recommendation:**

Approve Resolution 2012-19.

**Committee Recommendation:**

**Attachments:**

Memo Mitch Pleak 9.17.12 (1 page)  
Resolution 2012-19 (6 pages)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Lloyd Martley  
**From:** Mitch Pleak  
**Date:** 9.17.12  
**Re:** 142<sup>nd</sup> Street (US 24/40 to Parallel Road) Resurfacing Agreement.

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July 2, 2012, Council directed Staff to coordinate with the Unified Government (UG) regarding 142<sup>nd</sup> Street resurfacing. 142nd Street is located between Basehor and UG. The project length is approximately 3,677 feet. Attached is the agreement for the proposed project. Under the agreement, UG will administrate the project and the City of Basehor will reimburse UG for 50% of the work. The project is estimated at \$70,000 with \$35,000 being the City of Basehor's cost. The project will be paid from the Consolidated Highway Fund under Street Repairs & Maintenance (\$230,000). The project will be completed in the fall of 2012 or in the spring of 2013, with a completion date no later than August 31, 2013.

**RESOLUTION NO. 2012-19**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, REGARDING THE RESURFACING OF 142<sup>ND</sup> STREET FROM STATE AVENUE TO PARALLEL PARKWAY, IN BASEHOR, LEAVENWORTH COUNTY, KANSAS.**

**WHEREAS**, K.S.A. 12-2908 et seq., allows municipalities to contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

**WHEREAS**, 142<sup>nd</sup> Street from State Avenue (US-24 Highway) to Parallel lies along the boundary between Wyandotte County and Leavenworth County and along the city limits between Kansas City, Kansas and Basehor, Kansas; and

**WHEREAS**, the maintenance of the road is, therefore a shared responsibility of both jurisdictions and provides benefits to the property owners within both municipalities; and

**WHEREAS**, both the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and the City of Basehor, Kansas have determined the road is in need of resurfacing to improve its ride and provide for future durability; and

**WHEREAS**, the City of Basehor, Kansas wishes to enter into the Funding Agreement with the UG to provide for such resurfacing of 142<sup>nd</sup> Street from State Avenue to Parallel, attached hereto as **Exhibit A**.

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

**Section 1.** That the Governing Body approves and hereby authorizes the Mayor to execute the Funding Agreement with the UG, attached as **Exhibit A**.

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

PASSED by the Governing Body this \_\_\_ day of October, 2012.

APPROVED by the Mayor this \_\_\_ day of October, 2012.

[SEAL]

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

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Corey Swisher, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

# Exhibit A

## Funding Agreement 142<sup>nd</sup> Street Resurfacing, State Avenue to Parallel Avenue

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the Unified Government of Wyandotte County /Kansas City, Kansas, a municipal corporation, hereinafter referred to as "UG;" and the City of Basehor, Kansas, a municipal corporation, hereinafter referred to as "Basehor".

**WHEREAS**, K.S.A. 12-2908 *et seq.*, allows municipalities to contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

**WHEREAS**, 142<sup>nd</sup> Street from State Avenue (US-24 Highway) to Parallel lies along the boundary between Wyandotte County and Leavenworth County and along the city limits between Kansas City, Kansas and Basehor, Kansas; and

**WHEREAS**, maintenance of the road is, therefore, a shared responsibility of both jurisdictions and provides benefits to property owners within both Municipalities; and

**WHEREAS**, both UG and Basehor have determined the road is in need of resurfacing to improve its ride condition and provide for future durability.

**NOW, THEREFORE, THE UG AND BASEHOR, IN CONSIDERATION OF THE TERMS, COVENANTS, AND CONDITIONS HEREIN CONTAINED, HEREBY AGREE AS FOLLOWS:**

**Section 1.** The UG shall prepare plans and contract to have the existing two-lane 142<sup>nd</sup> Street roadway resurfaced with an additional 2-inch lift of asphalt from north of the intersection with State Avenue to south of the intersection with Parallel Avenue (hereinafter "the Work"). It is anticipated that the work shall commence in the fall of 2012 or spring of 2013, with a completion date no later than August 31, 2013.

**Section 2.** The UG shall follow its own purchasing and procurement policies in obtaining a competitive price for the Work, including the option of change order to existing contracts, and shall administer and inspect the construction under its standard procedures and general conditions, including the provision of a 1-year guarantee period. The UG will ensure that the contractor hired to perform the work shall indemnify both the UG and Basehor and name the UG and Basehor as additional insured parties.

**Section 3.** The cost of the work, including construction and incidental items, is estimated at approximately **Seventy-Thousand Dollars (\$70,000.00)**. The UG and Basehor shall equally share in the cost of the work, meaning that each jurisdictions share is estimated to be **Thirty-Five Thousand Dollars (\$35,000.00)**. The UG shall process and pay all invoices and will invoice Basehor for its share of the work upon completion. Basehor shall prepare a payment to the UG in a timely manner, but not to exceed 60 days from receipt of the invoice.

**Section 4.** Although no right-of-way, easements or rights-of-entry are anticipated, each jurisdiction shall be responsible for obtaining said instruments from properties within their jurisdiction if the need arises.

**Section 5.** Although no utility conflicts are anticipated, the UG shall notify all known utilities of the Work at least 30 days prior to commencement. If any conflicts or relocations are required, each jurisdiction shall utilize its right-of-way management authorities to order and coordinate such work.

**Section 6.** Each jurisdiction shall be responsible for communication with the public and for subsequent communications or follow-up with their individual property owners or citizens. Any special expenses or incidental work related to special requests of neighboring owners would be the responsibility of the applicable jurisdiction.

**Section 7. Notices.** All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

**To Basehor:**

City of Basehor  
Mitch Pleak, P.E., City Engineer  
2620 N. 155th St.  
P.O. Box 406  
Basehor, KS 66007  
(913) 724-3388 (fax)

**To Unified Government:**

Unified Government of Kansas City, Kansas  
and Wyandotte County, Kansas  
Bill Heatherman, P.E., County Engineer  
701 N. 7<sup>th</sup> Street, Rm 712  
Kansas City, KS 66101  
(913) 573-5727 (fax)

All notices are effective 3 days after mailing if sent by U.S. mail or upon receipt if delivered by a courier or facsimile. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

**Section 8. Ownership/Maintenance.** All improvements shall be owned and maintained by the Municipality within whose boundaries they lie.

**Section 9. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Kansas.

**Section 10. Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

**Section 11. Waiver.** No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or

default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition.

**Section 12. Default and Remedies.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend their performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach.

**Section 13. Headings; Construction of Contract.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

**Section 14. Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written consent of both parties to this Agreement.

**Section 15. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intention of the parties.

**Section 16. Force Majeure.** The term "Force Majeure Event" means acts or omissions of any governmental authority (other than, with respect to Basehor and UG), fires, storms, natural disasters, strikes, riots, terrorist attack, power failures and any other event or occurrence, irrespective of whether similar to the foregoing, that is beyond the reasonable control of the party claiming that the Force Majeure Event affects its ability to perform any of its obligations under this Agreement. No party shall be liable for any delay in performance of any obligation under this Agreement (other than the payment of money owned) or any inability to perform any obligation under this Agreement (other than the payment of money) if and to the extent that such delay in performance or inability to perform is caused by a Force Majeure Event, so long as the party claiming the Force Majeure Event is working diligently, to the extent reasonably possible, to terminate the Force Majeure Event. A party claiming a Force Majeure Event as an excuse for delay or nonperformance under this Agreement shall provide the other party with prompt notice

of the initiation of the Force Majeure Event, when it is expected to terminate, and of the termination of such Force Majeure Event. A Force Majeure Event shall be deemed to be terminated with respect to a particular delay or nonperformance when its effects on such future performance have been substantially eliminated. Notwithstanding the foregoing provisions, settlement of a strike or lockout shall be deemed beyond the control of the party claiming excuse thereby regardless of the cause of, or the ability of such party to settle, such strike or lockout.

**Section 17. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

**Section 18. Future appropriations.** Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by either party.

**Section 19. Further Acts.** Subject to the appropriation of funds, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

**Section 20. Merger.** This Cooperative Agreement, including any referenced Attachments, constitutes the entire agreement between Basehor and the UG with respect to this subject matter, and supersedes all prior agreements between Basehor and the UG with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Cooperative Agreement.

**Section 21. Term.** This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Cooperative Agreement.

**City of Basehor**

**Unified Government of Wyandotte  
County/Kansas City, Kansas**

\_\_\_\_\_  
David K. Breuer, Mayor  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Reardon  
Mayor, CEO

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City of Basehor Clerk

Attest: \_\_\_\_\_  
Unified Government Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Shannon Marcano, City Attorney

By: \_\_\_\_\_  
Misty S. Brown, Assistant Counsel