Agenda

Basehor City Council
Work Session

June 7, 2010 7:00 p.m.
Basehor City Hall

1. Health Insurance Renewal
2. Dental Insurance Renewal
3. 150th St. Update
4. Change Orders for Wolf Creek Parkway
5. Purchasing Policy
6. Drainage issue with Donna Mittong
7. Actuary
8. City Administrator's Report
   Minutes May 17, 2010
9. Executive Session (if needed)

Memo

Date: 5/20/2010

To: City Council

Cc: Mayor, Terry Hill

From: Mark Loughry, City Administrator

RE: Health and Disability Insurance Renewal

Council our annual renewal for employee health insurance is due July 1st. Blue Cross Blue Shield (BCBS) has submitted their proposal for renewal which came in with an increase between .2% and 1.2% based on which option is chosen. Industry wide insurance premiums are increasing 10.2% to 10.8% so the City renewal is extremely good news.

Staff has been very satisfied with the level of service we have received from our local agent and the service received from BCBS in general. Since the renewal came back with a negligible increase I do not feel it would benefit the City to go out for bids at this time.

Additionally BCBS is the provider for Life, Accidental Death & Dismemberment, Short Term and Long Term disability insurance coverage. The renewal on these benefits saw no increase over the previous year.

The ability for the City to continue offering these benefits to our employees at a negligible increase is an opportunity that we rarely get to take advantage of. I recommend approving the renewal of the benefit package with BCBS for the year beginning July 1, 2010.

If you have questions or require further discussion please let me know.

BlueCross BlueShield of Kansas

RATE COMPARISON FOR CITY OF BASEHOR

OPTION 1

MONTHLY PREMIUMS:	EMPLOYEE	EMP/CH	EMP/SPOUSE	EMP/DEPS
CURRENT PREMIUMS EFFECTIVE 7/01/09:	$335.61	$648.24	$720.62	$1,033.27
RENEWAL PREMIUMS EFFECTIVE 7/01/10:	$336.39	$650.26	$722.22	$1,036.09
Total Adjustment	$0.78	$2.02	$1.60	$2.82
% Adjustment	0.2%	0.3%	0.2%	0.3%

OPTION 2

MONTHLY PREMIUMS:	EMPLOYEE	EMP/CH	EMP/SPOUSE	EMP/DEPS
CURRENT PREMIUMS EFFECTIVE 7/01/09:	$318.22	$615.04	$683.25	$980.05
RENEWAL PREMIUMS EFFECTIVE 7/01/10:	$320.58	$620.07	$688.23	$987.71
Total Adjustment	$2.36	$5.03	$4.98	$7.66
% Adjustment	0.7%	0.8%	0.7%	0.8%

OPTION 3

MONTHLY PREMIUMS:	EMPLOYEE	EMP/CH	EMP/SPOUSE	EMP/DEPS
CURRENT PREMIUMS EFFECTIVE 7/01/09:	$304.02	$587.92	$652.72	$936.61
RENEWAL PREMIUMS EFFECTIVE 7/01/10:	$307.59	$595.26	$660.29	$947.96
Total Adjustment	$3.57	$7.34	$7.57	$11.35
% Adjustment	1.2%	1.2%	1.2%	1.2%

Premiums are based on an effective date of July 1, 2010 and contract counts of 15 Emp, 3 Emp/Ch, 1 Emp/Sp and 5 Emp/Deps. We reserve the right to re-evaluate should enrollment vary from the census.

ADVANCE
Insurance Company of Kansas*

April 1, 2010

City of Basehor
2620 N 155th St
Basehor, KS 66007

Re: Group No. 00097805
Anniversary Date: July 1, 2010
BCBS of Kansas Group Consultant: Lisa Toyne
Phone Number: 1-785-291-6505

Dear Group Leader,

We are pleased to renew your group coverage with Advance Insurance Company of Kansas (AICK).
To accept this renewal:

- **Complete, sign and date the renewal summary** to signify your agreement to renew; and
- **Return the completed renewal summary at least one month prior to your group anniversary** date to your Blue Cross and Blue Shield of Kansas Group Consultant.

Please be aware that failure to return the completed summary could result in the non-renewal of the policy (and the loss of your group insurance coverage).

To better assist you with the administration of your AICK employee benefits, please enroll only those employees (and dependents, if applicable) that meet the eligibility criteria. In reminder:

- if the employer pays the entire (100 percent) premium, each full-time employee working the number of hours necessary to qualify for this insurance must be included on your group's billing as they become eligible; and,
- as employees terminate, retire, or experience anything that prevents them from being eligible for group insurance (the number of hours they work fall below the qualifying number, the class changes, etc.), please note that it is important for you to notify us and immediately give the employee a Notice of Conversion Privilege form (AICK 12).

If you should have any questions regarding this renewal, please contact your Blue Cross and Blue Shield of Kansas Group Consultant. AICK is committed to providing you, our customer, with outstanding service and life and disability coverages that complement your employee benefit plan. We appreciate your business and look forward to serving you in the upcoming year.

Sincerely,

Charlene Finney

Charlene Finney
Advanced Underwriter
Advance Insurance Company of Kansas

CF/as

Enclosure

1133 SW Topeka Blvd. • Topeka, Kansas 66629-0001 • (785)273-9804 • 1 (800) 530-5989 • FAX (785) 273-6121
*An Independent Licensee of the Blue Cross and Blue Shield Association.

Renewal Summary

ADVANCE Insurance Company of Kansas
1133 SW Topeka Blvd, Topeka KS 66629-0001
FAX (785)290-0727 or Phone (800)530-5989

Date: April 1, 2010
Presented to: City of Basehor
BCBSKS rep: Lisa Toyne

Group number: 00097805

Renewal Month July	Current rate	Renewal rate Effective July 1, 2010	Rate guarantee
Basic Term Life	.19/1,000	.19/1,000	1 year
Basic AD&D	.03/1,000	.03/1,000	1 year
Short Term Disability	.22/$10 unit	.22/$10 unit	1 year
Long Term Disability	.30% of monthly covered payroll	.30% of monthly covered payroll	1 year

Quota Requirements – PLEASE FULLY COMPLETE QUESTIONS 1, 2 and 3

1) Are any employees currently on the billing not working*? Yes ☐ No ☐ Please tell us who they are and why they are not working.* _____

*To be considered Full-Time Actively at Work and eligible for group benefits, owners, partners, shareholders and individual proprietors are subject to and required to regularly work the minimum hourly requirement shown under question 2.

2) What is the number of employees who have completed the company required waiting period and who regularly work your weekly requirement of **40** hours or more?_____ **Coverage is not based on enrollment in a health coverage plan.**

3) How many employees are enrolled in coverage with AICK?_____

Authorization

Is your business a (mark if applicable) - ☐ S Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC

Monthly Rate of Basic Earnings for a sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws or shareholders in a S-Corporation means:

The following disability definition applies to the above business types.

1) the monthly average of earnings reported as "net earnings from self-employment" for federal income tax purposes for the two tax year(s) just prior to the date of Disability, or over the number of calendar months of employment, if less than this period; and
2) contributions you make through a salary reduction agreement with the Employer to:
   a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
   b) an executive non-qualified deferred compensation arrangement; or
   c) a salary reduction arrangement under an IRC Section 125 plan,
   for the same period as above.

Monthly rate of basic earnings does not include dividends, capital gains, and returns of capital.

Please reference your group policy for the exact provisions of your benefits and exclusions. A renewal is not a guarantee of coverage in the absence of timely payment of premium or other non-compliance with policy provisions. The information provided in the Quota Requirements section is true and complete to the best of my knowledge. I acknowledge inaccuracies in this information may result in termination of coverage. I understand that Advance Insurance Company of Kansas will rely on this information in accepting this renewal for coverage and I will promptly notify them of any changes herein.

_____ Executive contact signature

_____ Date signed

*An Independent Licensee of the Blue Cross and Blue Shield Association

BlueCross BlueShield of Kansas *

1133 SW Topeka Boulevard
Topeka, Kansas 66629-0001

Web site: www.bcbsks.com

In Topeka - (785) 291-7000
In Kansas - (800) 432-0216

April 28, 2010

City of Basehor
Mark Loughry
2620 N 155th St
Basehor, KS 66007

Dear Mark:

We want to express our appreciation for the business that the City of Basehor has given us in the past and look forward to working with you in the future.

The renewal folder contains information on your current health and life programs.

As a reminder, **your group's open enrollment is the month prior to your anniversary**. Any employee or eligible family member who is not currently covered under your plan can apply for coverage in this month by submitting an application or change form. All applications and change forms must be received by Blue Cross and Blue Shield of Kansas **no later than the last business day of June.**

If you have any questions regarding the renewal you may reach me at 785-291-6505.

Sincerely,

Lisa Toyne
Group Consultant
Blue Cross and Blue Shield of Kansas
1133 SW Topeka Blvd.
Topeka, KS 66629

Email: Lisa.Toyne@bcbsks.com

LT/er

*An Independent Licensee of the Blue Cross and Blue Shield Association.

Memo

Date: 5/20/2010

To: City Council

Cc: Mayor, Terry Hill

From: Mark Loughry, City Administrator

RE: Dental Insurance Renewal

Council our annual renewal for employee dental insurance is due July 1st. Municipal Public Risk Pool (MPR) has submitted their proposal for renewal which came in with no increase. MPR utilizes a pool purchasing approach to provide coverage through Delta Dental. The ability for the City to continue to offer this benefit to our employees at no increased cost is very good news.

Delta Dental is the largest dental insurance provider in the country and staff has been happy with their service. Since the renewal came back with no increase I do not feel it would benefit the City to go out for bids at this time.

I recommend approving the renewal of the dental insurance through MPR for the year beginning July 1, 2010.

If you have questions or require further discussion please let me know.

MPR
MIDWEST PUBLIC RISK

TO: Health & Dental Member Representatives

FROM: Terry W. Norwood, President/CEO

DATE: April 26, 2010

RE: Contribution Rates for July 1, 2009 through June 30, 2010

I am pleased to forward to you the funding information for the FY2010-11 Employee Benefits program. On April 21, 2010, the Board of Directors approved the following rate increases for the coming year:

PPO A	12.2%
PPO B	9.7%
PPO R (Retiree)	12.3%
HDHP	6.5%
HMO	14.4%
Dental	No increase

This represents an overall increase of 10.8%. I recognize the overall rate increase is higher than what we have seen the last several years; however, Mercer has predicted a **minimum** inflationary trend of 10% for the HMO, 8.5% for the PPO and 7.5% for prescriptions for the upcoming fiscal year.

In light of last year's benefit changes, priority emphasis was placed on maintaining the current benefit levels. To that goal, you will find little or no benefit changes to the plans.

Your participation in our pool continues to be its greatest strength. This was particularly evident this year when our costs were compared to similar programs available in Missouri and Kansas.

600 Broadway | Suite 300 | Kansas City, MO 64105 | phone 816.292.7500 | fax 816.292.7599 | www.mprisk.org

Benefit plan changes for July 1, 2010 – June 30, 2011:

PPO Plan A

No benefit changes.

PPO Plan B

No benefit changes.

PPO Plan R

No benefit changes.

HMO

No benefit changes.

However, in light of the necessary increase to the HMO program, the Board of Directors approved a new HMO offering. The HMO Option 2 can be offered alongside the current HMO, in place of the current HMO option, or not offered at all. The key plan features are as follows:

1. Office visit copays $25 primary care/$50 specialist (same as current)
2. Prescription copays $10/$30/$50/25% (same as current)
3. Inpatient hospital copay of $500 per day up to $2500 annual maximum.
4. Outpatient copay of $250 per visit.
5. Emergency room copay of $250.

High Deductible Health Plan with Health Savings Account

This plan was introduced last year with only a handful of entities participating. There are no benefits changes to the plan except the inclusion of a limited vision plan.

Participants in the HDHP will be able to get their annual routine vision screening for a $20 copay and will also receive discounts on materials such as glasses and contact lenses. The plan will be administered through VSP and is included in the contribution rate.

The High Deductible Health Plan has a $1500 individual deductible, $3000 for a family unit. All medical and prescription charges go toward satisfaction of that deductible with the ONLY exception being certain preventive services. The monthly contribution amount includes $25 per month for the HSA fund for employee only coverage, or $50 per month for all other coverage levels. The employer can choose to fund additional monies. The employee can also

contribute to the account on a pre-tax basis, if allowed by employer. Limits apply, although catch up provisions apply to participants aged 55 or older.

BMI administers claims for the High Deductible PPO Health Plan, and they will electronically transmit funds we collect for the HSA to Bancorp Bank.

Dental Plan

No benefit changes.

If you decide to change the plans you offer to employees, please call or e-mail Kelly Kilgore, Deana Zigler or Bridgette McDaniel at 816-292-7500 (kelly@mprisk.org, deana@mprisk.org or bridgette@mprisk.org). Materials for open enrollment will be available in early May.

We greatly appreciate your continued support of Midwest Public Risk. I also welcome your comments and suggestions at any time.

Respectfully,

Terry W. Norwood

Terry W. Norwood
President and CEO

	KANSAS			
	2010/2011 Monthly Rates			Please indicate
	Active	Cobra	Retiree	Entity Cont'n
PPOA				
Employee	$491.00	$500.82	$614.00	
Second Tier	$1,129.00	$1,151.58	$1,412.00	
Family	$1,325.00	$1,351.50	$1,656.00	
PPOB				
Employee	$388.00	$395.76	$485.00	
Second Tier	$892.00	$909.84	$1,115.00	
Family	$1,047.00	$1,067.94	$1,309.00	
PPOR				
Employee	N/A	N/A	$406.00	
Second Tier	N/A	N/A	$933.00	
Family	N/A	N/A	$1,097.00	
HDHP				
Employee	$332.00	$338.64	$415.00	
Second Tier	$765.00	$780.30	$955.00	
Family	$897.00	$914.94	$1,121.00	
HMO Option 1 (Current)				
Employee	$401.00	$409.02	$501.00	
Second Tier	$947.00	$965.94	$1,185.00	
Family	$1,059.00	$1,080.18	$1,324.00	
HMO Option 2 (New)				
Employee	$381.00	$388.62	$476.00	
Second Tier	$900.00	$918.00	$1,125.00	
Family	$1,007.00	$1,027.14	$1,258.00	
Dental				
Employee	$31.00	$31.62	$39.00	
Family	$79.00	$80.58	$99.00	

Entity:_____

Indicate which plans your entity will offer for the 2010-11 plan year.

- Plan A
- Plan B
- Plan R
- HDHP $1500

Will the City contribute to the employees HSA? If so, amount _____

- HMO Option 1
- HMO Option 2
- Dental

_____ _____

Signed Date

Please complete & return this signed form to Bridgette McDaniel by fax 816-292-7599 or email at bridgette@mprisk.org (phone 816-292-7524).

Memorandum

To: City Council

Date: 6-1-10

Re: 150th Street Update

City Engineer Mitch Pleak to give a presentation regarding an update on the 150th St. Realignment.

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No.___ Meeting Date:

TOPIC: Change Order 5a authorizing the installation of riprap around the detention ponds located through out the project.

ACTION REQUESTED: Approve change order 5a authorizing the City to pay for the installation of riprap around the detention ponds through out the project as detailed in the attached support documents in an amount not to exceed $97,902 and to authorize staff to utilize state grant money to fund any portion of this expenditure that exceeds funds available in TRF125.

NARRATIVE: In December, 2009 a change order was brought to the City Council in an effort to address any foreseeable change orders for the project. It was suggested to Staff by MKEC that the retaining walls were merely decorative and could be addressed at a later time. Staff has reviewed the design and existing conditions on the project. It was found that the retaining walls around the detention ponds were not decorative to the project and actually needed to protect the site's stormwater management capabilities. Since the ponds have been constructed, the slopes around the ponds have experienced heavy eroding and silting in the ponds. Staff is recommending that there needs to be slope protection around the ponds to enable the site to sustain stormwater events as designed for. Staff has found a more economical solution to the problem. Staff recommends the placement of riprap around the ponds for the protection of the slopes.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:
Mitch Pleak, City Engineer

ADMINISTRATION RECOMMENDATION:
Approve the placement of 24" riprap around the detention ponds.

COMMITTEE RECOMMENDATION(S):

ATTACHMENTS:
Staff Report
Change Order
PROJECTOR NEEDED FOR THIS ITEM? NO

Date: May 31, 2010
Subject: Wolf Creek Parkway – Change Order 5a

Staff Report

In December 2009, Staff with MKEC guidance presented to the Council the reduction of the retaining walls around the ponds with change order 4A. Change order 4A would have authorized the City to pay for the installation of the retaining walls around the ponds and deciduous trees through out the project. The retaining walls are not needed to open the Wolf Creek Parkway. The cost of the retaining walls around the ponds is at $190,486. Staff has reviewed the design and current conditions of the site. The site cannot sustain the reduction of the retaining walls as proposed in December 2009. The slope around the ponds is to a maximum slope with an exposed vertical face that has been eroding. With the majority of the permanent structures within the site already in place (roads and sanitary sewer), the grading can not be adjusted around the ponds to substitute the removal of the retaining walls. Without the retaining walls in place, the ponds will have to be maintained on an annual basis and run a risk of having a failure along the dam which may be catastrophic to the site and down stream of the site.

Staff has investigated options to the retaining walls around the ponds. 24" Riprap is a viable option for the ponds. Riprap can be substituted in place of the retaining walls in this case with the following in mind: The weight of the riprap will replace the weight of the proposed retaining wall and 24" riprap will "lock together" providing a constructed slope true to the site. The cost of the 24" riprap is $97,902. The down side of using riprap vs. the retaining wall is: Riprap has less aesthetic appeal and the riprap around the ponds will need maintenance every 3-5 years.

If the ponds were to be left alone, as they are today, the ponds would need to be maintained 1-2 times a year. This would be a result of no slope protection around the ponds. The maintenance would consist of reshaping the ponds, excavating the silt out of the ponds, and the possibility of needing off site material to rebuild the pond slopes. Maintenance can be estimated $7,000 to $15,000 per time. The frequency of the maintenance can vary and will be dependant of the storm events that occur. Staff does not recommend the ponds as is.

Staff recommends the 24" riprap option at a cost of $97,902.

CHANGE ORDER

No. 5a

PROJECT Wolf Creek Junction, Phase 2, 2007.001-02

DATE OF ISSUANCE 6/1/10 EFFECTIVE DATE _____

OWNER City of Basehor

OWNER's Contract No. 207.001-02

CONTRACTOR Blacktop Paving ENGINEER _____

You are directed to make the following changes in the Contract Documents.

Description: Place 24" Riprap around the detention ponds.

Reason for Change Order: Developer not able to install retaining wall

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 929,824.03	Original Contract Times Substantial Completion: July 28, 2009 Ready for final payment: August 28, 2009 days or dates
Net changes from previous Change Orders No. 1 to No. 4B $ 191,467.72	Net Change from previous Change Orders No. 1 to No. 1 _____ days
Contract Price Prior to this Change Order $ 1,121,291.75	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order $ 97,902.00	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders $ 1,219,193.75	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No.___ Meeting Date:

TOPIC: Change Order 5b authorizing the net increase of retaining wall for the East side of the project.

ACTION REQUESTED: Approve change order 5b authorizing the City to pay for the installation of retaining wall that is a result of finalized retaining wall plans and quantities. The amount for the additional retaining walls is not to exceed $19,764.08 and to authorize staff to utilize state grant money to fund any portion of this expenditure that exceeds funds available in TRF125.

NARRATIVE: On May 25, 2010 the contractor submitted final retaining wall plans for the project. Staff has reviewed the plans and submitted comments that may further reduce the amount of retaining wall need for the project. The approved amount of retaining wall for the project is 4,430 SFF and the design has a quantity of 6,364 SFF. Staff has reviewed and reduced the pavement thickness for the temporary pavement running along the East side of the project to reduce the project cost of $25,433.50. To keep the Contractor on schedule it is requested that a change order be approved at amount of $19,764.08. Staff believes with the recommended comments to the designer that the amount of retaining wall need for the project will be decreased even further. It is projected that the project will be completed by the end of June.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:
Mitch Pleak, City Engineer

ADMINISTRATION RECOMMENDATION:
Approve the net increase to construct the retaining walls along the roadway.

COMMITTEE RECOMMENDATION(S):

ATTACHMENTS:
Staff Report
Change Order
PROJECTOR NEEDED FOR THIS ITEM? NO

Date: May 31, 2010
Subject: Wolf Creek Parkway – Change Order 5b

Staff Report

The Wolf Creek Parkway project is currently under construction. Staff has received signed retaining wall design by a professional engineer per the contract between Blacktop Paving and the City. The design of the project did not include an accurate retaining wall quantity because it was not designed at the time of the construction letting. The design shown on the plans at the time of the bid letting was more of a rough quantity with a preliminary design. For future projects, a retaining wall design will be 100% completed and be part of the project before the project is let for bid. This will enable the City to have a more exact quantity for the project.

The approved retaining wall quantity for the project is 4,430 SFF (square foot of face). Staff has checked the retaining wall design submitted May 25, 2010 and the projected quantity to construct the retaining walls along the roadway is at 6,364 SFF. This is an additional cost of $45,197.58.

Staff has reviewed the design and construction plans for the project. Staff is going to reduce the temporary pavement width at the East end of the project from 37 feet to 28 feet (Savings of $14,980). With the reduction of pavement width the grading at the East end of the project can be changed to remove 450 SFF of retaining wall (Savings of $10,453.50). Staff is currently in the process of reviewing the retaining wall on the East side of the project and proposing changes to reduce the quantity even further. All changes to the project will conclude in a safe and quality finished product. The total savings from Staff's changes equates to $25,433.50. The maximum amount of cost to finish the roadway is a $19,764.08 increase to the project. Staff is confident that the project will finish under the proposed $19,764.08 increase.

Staff recommends approval of the $19,764.08 to construct the remaining retaining wall for the project.

CHANGE ORDER

No. 5b

PROJECT Wolf Creek Junction, Phase 2, 2007.001-02

DATE OF ISSUANCE 6/1/10 EFFECTIVE DATE

OWNER City of Basehor

OWNER's Contract No. 207.001-02

CONTRACTOR Blacktop Paving ENGINEER

You are directed to make the following changes in the Contract Documents.

Description: Place 24" Riprap around the detention ponds.

Reason for Change Order: Developer not able to install retaining wall

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 929,824.03	Original Contract Times Substantial Completion: July 28, 2009 Ready for final payment: August 28, 2009 days or dates
Net changes from previous Change Orders No. 1 to No. 5A $ 289,369.72	Net Change from previous Change Orders No. 1 to No. 1 days
Contract Price Prior to this Change Order $ 1,219,193.75	Contract Times prior to this Change Order Substantial Completion: Ready for final payment: days or dates
Net Increase (decrease) of this Change Order $ 19,764.08	Net Increase (decrease) of this Change Order days
Contract Price with all approved Change Orders $ 1,238,957.83	Contract Times with all approved Change Orders Substantial Completion: Ready for final payment: days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date:	Date:	Date:

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

CHANGE ORDER

INSTRUCTIONS

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If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

Memo

Date: 5/10/2010

To: City Council

Cc: Mayor, Terry Hill

From: Mark Loughry, City Administrator

RE: Purchasing Policy

Council last September staff brought forward a purchasing policy that added an emergency purchasing clause and increased the authorized purchase amounts for the City Administrator. Since that time there have been a few areas pointed out that were not addressed in that policy.

One area that was not addressed was the ability for staff to use fuel cards or for anyone other than department heads to make any kind of expenditure. This would make it almost impossible to conduct day to day business and this new proposed policy would address that issue. As you can see the purchasing policy approval table on page three makes it easy to determine who has spending authority and at what level. It includes the ability of staff to make minor daily purchases.

Another area that was not addressed is the spending authority of the Mayor. In the City purchasing policy adopted 1-1-2001 the mayor was granted purchasing authority of $1,000. On 5-15-2006 a new purchasing policy was adopted which granted the City Administrator purchasing authority of $2,500 but removed the mayors purchasing authority. For whatever reason it appears that the perception was the mayor had the same purchasing authority as the City Administrator and staff operated under that perception. On 9-21-2009 the current purchasing policy was adopted which made no changes to mayoral purchasing authority. Since no changes were made to the mayor's purchasing authority staff continued to operate under the assumption that mayoral spending had not changed and was equivalent to the previous $2,500. This proposed policy would grant the mayor the same $1,500 spending authority as department heads and emergency spending approval in the absence of the City Administrator.

The new policy also cleans up or more clearly defines bidding requirements and a few other small details. In general I feel this is a much more complete policy which does a better job of defining roles and responsibilities and should address any areas of concern that have been brought forward. I do recommend adoption of this policy.

If you have questions or require further discussion please let me know.

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
PURCHASING POLICY	City Council	6-21-2010	

SECTION 1. GENERAL PROVISIONS

Purpose.
The Purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City; to maximize the purchasing value of public funds (taking into consideration the life cycle of the product); to standardize the purchasing procedures in order to provide orderly and efficient administration, monitor expenses and provide safeguards for maintaining a purchasing system of quality and integrity; and to create a competitive environment through fair opportunity and equitable treatment.

Application.
This policy applies to contracts for the purchasing of all supplies and materials entered into by the City. It shall apply to every expenditure of public funds for supplies and materials by a public department for public purchasing irrespective of the source of the funds. If City staff or resources are used in any manner, this policy shall apply. When the purchase involves the expenditure of federal or state assistance or contract funds, the purchase shall be conducted in accordance with any mandatory applicable federal and/or state law and regulations. Nothing in this policy shall prevent any public department from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Public Access to Purchasing Information.
Purchasing information shall be a public record to the extent provided by state statute and shall be available to the public as provided in such statute.

SECTION 2. DEFINITIONS

Purchasing Agent – The City Administrator shall, by virtue of his or her own office, be the City's purchasing agent, unless he or she shall appoint some other City officer or employee to perform the duties assigned to such office.

City Employee – An individual drawing a salary or wages from the City, whether elected or not; any noncompensated individual performing personal services for the City or any department, activity, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any noncompensated individual serving as an elected official of the City.

Contract – Any agreement enforceable by law between the City and one or more outside parties, regardless of form or title for the purchase of supplies, materials, services, professional services and construction.

Contract Modification (bilateral change) – Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Invitation for Bids – All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Modification – Any written alteration to a provision of any contract accomplished by mutual agreement of the parties to the contract.

Request for Proposals – All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

SECTION 3. OFFICE OF THE PURCHASING AGENT

Establishment.

The City Administrator shall, by virtue of his or her own office, be the City purchasing agent, unless he or she shall appoint some other City officer or employee to perform the duties assigned to such office. The purchasing agent, pursuant to rules, regulations, or ordinance, shall contract for, purchase, store and distribute all supplies, materials, and equipment required by any office, department, or agency of the City government.

Authority and Duties.

The City Administrator, or his or her designee, shall in all cases establish rules and regulations governing the purchase and procurement of goods and/or services to be required by the City and all such rules shall be binding upon the officers and employees of the City. The City Administrator shall also have power and shall be required to:

(1) Establish and enforce specifications with respect to supplies, materials and equipment required by the City government.
(2) Inspect or supervise the inspection of all deliveries of supplies, materials, and equipment, and determine their quality, quantity and conformance with specifications.
(3) Have charge of general City storerooms and warehouses.
(4) Transfer to or between offices, departments or agencies or sell surplus, obsolete or unused supplies, material and equipment.
(5) No officer or employee of the City shall be authorized to create any indebtedness or claim against the City except as provided in this chapter, or as may be authorized by regulations of the City Administrator.
(6) For purposes of this purchasing policy the Mayor will have the same purchasing privileges as a Department Head.

Delegation to Other City Employees.

The City Administrator may delegate authority to purchase certain supplies and materials to other City employees.

PAYMENT

It is not necessary for purchases within the authority of the City Administrator to be presented to the Council for authorization. Also, purchases previously authorized by the Council are not required to be presented again for check authorization. Payments to vendors are made bi-weekly. Normally, vendors are paid 30 days from the invoice date. When available, discounts for earlier payment will be taken provided that the invoice has been approved. All invoices should be submitted to:

Accounts Payable
City of Basehor
P.O. Box 406
Basehor, KS 66007

SECTION 4. SOURCE SELECTION AND CONTRACT FORMATION

Purchasing Authority and Approval Table.
The following table shows who has the authority to make purchases for their department or division.

Amount of Purchase	***Authority for Purchase***	***Purchase Methods***	***Authority for Approval***
$1 - $500	Exempt employees and nonexempt with Department Head authorization	ProCard (preferred) Purchase Order	Department Head
$501 - $1,500	Department Head (or his/her designee)	ProCard (preferred) Purchase Order from: Telephone quotes Fax quotes Informal written quotes (3 quotes required)	Department Head (Reviewed by Purchasing & Finance)
$1,501 -$15,000	City Administrator (or designee)	ProCard (preferred) Purchase Order from: Telephone quotes Fax quotes Informal written quotes (3 quotes required)	Department Head Purchasing Finance City Administrator
$15,001 or more	City Council (awarded contracts of $15,001 and above)	Formal Competitive Advertised Bid Invitation	Department Head Purchasing Finance City Administrator City Council

Purchases of less than $501.
Purchases of under $501 can be made by exempt employees or by non-exempt employees with approval by the department head. The paid invoice/receipt detailing the transaction must be attached and approved and signed by the department head before it is sent to the Finance Office for payment. Any agreement for purchases, the duration of which shall exceed one year, shall be subject to annual appropriation, and the alternative approved by the City Council. Purchase orders under $501 are reviewed by the Purchasing Agent and Finance Director.

Purchases of $501 to $15,000.
Purchases of at least $501 but less than $15,001 require a purchase order. The requesting department will obtain at least three competitive telephone, fax, and/or informal written quotes.

A vendor will be selected, and the requisition containing the quotes for the purchase should be prepared by the requesting department and (purchases of $501 to $1,500) will be reviewed by the Purchasing Agent and Finance Director. Requisitions prepared for purchases of $1,501 to $15,000 will be sent to the Purchasing Agent, Finance Director, and City Administrator for approval. Once approved, a purchase order will be generated. If the item selected is not the lowest price, an explanation must be given to the City Administrator.

Purchases of $15,001 or more.
Purchases exceeding $15,001 will be awarded by advertised formal competitive sealed bid. Formal sealed bids shall not be required when a request has been submitted in writing to the City Administrator stating the reason it is not practical or advantageous to call for a competitive bid, and the City Administrator has approved the request in writing.

Invitation for bids. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the purchase.

Public Notice. Adequate public notice of the invitation for bids shall be given for a reasonable time, no less than ten calendar days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation a reasonable time prior to bid opening, in accordance with law. The public notice shall include:

(1) A description of the work to be performed or the product to be purchased.
(2) The location where copies of plans, specifications, and other contract documents may be examined.
(3) The time and place where bids will be received and time and place where bids will be opened.
(4) A statement that the City reserves the right to reject any or all bids and to waive any informalities or irregularities therein.
(5) A statement that the City Administrator may require that no bidder may withdraw a bid for a period of up to forty-five (45) days after the date and hour set for opening bids, but that a bid may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted bids.
(6) A statement setting forth requirements for bid including performance, labor, materials, bonds, product liability coverage warranty, and worker's compensation insurance.

TAX CLEARANCE CERTIFICATE
A tax clearance certificate will be required from all vendors doing $15,000 or more in business with the City. Tax clearance certificates are generated by the Kansas Department of Revenue, and tax clearance request forms are available online or in paper form. For more information visit http://www.ksrevenue.org/taxclearance.htm.

Bid Requirements. Each bid submitted to the City shall be signed, enclosed in a sealed envelope, and filed as stated in the advertisement for the bid. The City Administrator may require that no bid be withdrawn for up to forty-five (45) days after the date and time set for opening of bids, but a bid may be withdrawn up to twenty-four (24) hours prior to the expiration of the deadline for submitted bids. The City Administrator may waive technical irregularities in the bid requirements in this Purchasing Policy, or in the advertisement for bids, if the City Administrator finds that such waiver does not compromise the integrity of the bidding process.

Late Bids. Bids not submitted by the required deadline are ineligible for consideration and will not be opened. The City Administrator may waive the deadline.

Bid Openings. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such relevant information as the purchasing agent deems appropriate, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection. In the event of good cause, as determined by the purchasing agent, bid openings may be postponed.

Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation and delivery costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or facsimile notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, the following provisions shall apply:

(1) A low bidder alleging a material mistake of fact may be permitted to correct its bid, if the mistake is clearly evident on the face of the bid document and the intended correct bid is similarly evident.

(2) A low bidder alleging a material mistake of fact may be permitted to withdraw its bid: (1) if the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident, or (2) if the mistake is not clearly evident on the face of the bid but the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made, in which case the bidder must show the nature of the mistake and the bid price actually intended.

No changes in bid prices or other provisions of bids prejudicial to the interests of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on mistakes, shall be supported by a written determination made by the purchasing agent.

Award. The bid shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids, subject to the right of the City to reject all bids. If the lowest responsive and responsible bid exceeds budgeted funds and either time constraints or economic considerations preclude re-solicitation of work of a reduced scope, the purchasing agent is authorized to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder or to modify the scope of the work, so

as to bring the bid within the amount of available funds. In the event that a negotiated adjustment of the bid price with the lowest responsive and responsible bidder is accomplished, this bid shall be submitted to the City Council for approval. In the event that after review of the bids, the decision is made to take other than the lowest responsive and responsible bid, this shall be referred to the City Council for its approval. Awarded contracts of $15,001 and above that were budgeted shall be forwarded to the City Council for its approval and in that extent; it shall authorize execution of the contract. In the event that a purchase is necessary and is not budgeted, except in an emergency, prior approval of the City Council to bid the purchase should be received prior to publication and bidding.

Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers. An invitation for formal bids will then be submitted to those whose offers have been determined to be technically acceptable per the criteria set forth in the first solicitation.

Cancellation or Rejection of Bids or Proposals.
An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part. Each solicitation issued by the City shall state that the solicitation may be cancelled and that any bid or proposal may be rejected. Notice of the cancellation shall be sent to all businesses solicited and shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. The City Administrator, or his or her designee, shall have the authority to cancel or reject bids or proposals.

Local Business Preferences.
No provision is made in this policy for dollar percentage or other types of preferential considerations for local vendors or contractors. It is the policy, however, to solicit bids from local suppliers whenever competitive local sources exist, and where no sacrifice or loss in price or quality would result. In the event of a tie bid between a local vendor and an out-of-town vendor, award will be made to the local vendor, if all factors, including price, quality, terms, and method and cost of delivery are equal.

Sole Source Purchases.
A contract may be awarded or a purchase made without competition when, after conducting a good faith review of available sources, it is determined that there is only one source for the required product. The City Administrator may then conduct negotiations, as appropriate, as to price, delivery, and terms.

Circumstances that require a sole source purchase may include, but are not limited to: (1) no competitive product or availability from only one supplier. (2) the purchase of a component or replacement part for which there is no commercially available product, and which can be obtained only from the manufacturer. (3) the purchase of an item where compatibility is the overriding consideration, such as to maintain standardization or compatibility, or to match materials already in use to produce visual harmony. (4) the purchase of a used item. (5) the purchase of a product for trial or testing.

Sole source can refer to the supplier, as well as a product or service. Thus the ability to meet a delivery date or to provide on-call repairs can create a sole supplier condition. Justification for a

sole source purchase depends on a needed item being available from only a single supplier under the prevailing conditions. If the item may be obtained from more than one source, price competition shall be solicited.

Emergency Purchases.

APPROPRIATE SITUATIONS
It is recognized that emergency situations occasionally arise in City operations, and it becomes necessary to make a responsible decision regarding obtaining goods and services. Purchasing in emergency situations is deemed appropriate when immediate action may preclude excessive costs at a later date, a hazardous situation exists or daily operations of the City are put on hold. Examples of emergency situations include but are not limited to: natural disasters, epidemics, riots, equipment failure, or threats to public health, safety, or welfare. However since every situation cannot be anticipated, decisions will be left to the professional judgment of the City Administrator.

SPENDING AUTHORITY
The City Administrator shall determine what purchasing action, if any, is necessary in an emergency situation. Any department may make an emergency purchase, but only after obtaining authorization from the City Administrator. Purchases shall be limited to only the quantity necessary to meet the emergency. In all cases of emergency spending, the City Administrator will provide full disclosure to the City Treasurer no later than the following working day, and to the governing body as soon as reasonably possible.

IN ABSENCE OF CITY ADMINISTRATOR
If the City Administrator is unavailable, the Mayor will determine what action is necessary and approve all emergency spending. Should the Mayor also be unavailable, the Council President will determine what action to take and approve or deny requests from City staff.

Cooperative Bidding and State Bid Awards.
It is sometimes beneficial to group the City's requirements with the like requirements of other cities, counties, or agencies. This results in lower costs to all parties while maintaining the integrity of each entity's bidding requirements.

The State of Kansas bids many common requirements and makes the award results available to any governmental agency. State bid awards enable government agencies to purchase goods and services at a reduced price due to quantity discounts and do not require the bidding process by individual agencies. State bids are considered to meet the sealed bid requirements.

Responsibility of Bidders and Offerors.

(1) *Determination of Non-responsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent. The unreasonable failure of a bidder or offeror to supply prompt information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination of non-responsibility shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record. In determining whether a bidder or offeror is responsible, the following shall be considered:

(a) the ability, capacity and skill of the bidder or offeror to perform the contract or provide the services required;
(b) whether the bidder or offeror can perform the contract or provide the service promptly and within the time specified without delay or interference;
(c) the character, integrity, reputation, judgment, experience and efficiency of the bidder or offeror;
(d) the quality of the bidder's or offeror's performance of previous contracts or services;
(e) the previous and existing compliance by the bidder or offeror with laws and ordinances relating to the contract or service;
(f) the sufficiency of the financial resources and ability of the bidder or offeror to perform the contract or provide the service;
(g) the quality, availability and adaptability of the materials and services to the particular use required;
(h) the ability of the bidder or offeror to provide future maintenance and service for the items related to the contract; and
(i) any other circumstances which will affect the bidder's or offeror's performance of the contract.

(2) *Right of Nondisclosure*. Unless required by law, confidential information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the City outside of the office of purchasing agent, or appropriate department, without prior written consent by the bidder or offeror. Information that is not identified as "confidential" by the subject bidder or offeror shall be made a public record.

(3) *Rejection of Bids*. The City Administrator shall have the authority to reject all bids or proposals or any portions thereof. The City Council shall have the authority to reject all bids or proposals or any portions thereof.

Bid, Performance and Payment Bonds.
When deemed necessary by the purchasing agent, bid bonds, performance bonds, payment bonds, or other equivalent security shall be required to protect the City's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. Bonds shall be provided by a surety company authorized to do business in Kansas, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City. Unsuccessful bidders or offerors shall be entitled to the return of any cash deposit. Unless a specific extension is granted in writing, a successful bidder or offeror shall forfeit any bid bond or equivalent security required by the purchasing agent or this section upon its failure to enter into a contract within fifteen (15) days after the award.

Types of Contracts.
(1) *General Authority*. Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

(2) Multi-Term Contracts.

(a) Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.
(b) Multi-term contracts shall be expressly contingent upon the annual budgeting and appropriation of sufficient funds on an annual basis.
(c) When funds are not appropriated or otherwise made available to support the continuation of the City's performance in a subsequent fiscal period, the contract shall be cancelled.

(3) *Multiple Source Contracting.* A multiple source award may be made when an award to two (2) or more bidders or offerors for similar supplies or services is necessary for adequate delivery, service or product compatibility.

Contract Administration.
A contract administration system shall be maintained that is designed to insure that a contractor is performing in accordance with the solicitation, terms, and conditions under which the contract was awarded.

Right to Inspect Plant.
The City may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the City.

Reporting of Anticompetitive Practices.
When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General, upon review and approval of the City Administrator and the City Attorney.

City Purchasing Records.
(1) *Contract File.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file by the purchasing agent. All contracts shall be maintained for the City in a file by the City Clerk.

(2) *Retention of Purchasing Records.* All purchasing records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules as required by Kansas statutes.

ARTICLE 5. SPECIFICATIONS

Intent.
All specifications, including but not limited to design, performance, combination, and brandname specifications, shall be drafted so as to provide a clear and concise description of the material, service or construction desired.

Preparation.

Before any purchase, the purchasing agent shall cause to be prepared written specifications detailing the City's requirements for the materials, service or construction. The purchasing agent may request other departments or agencies of the City to prepare specifications for purchase to be made primarily for such department or agency.

Approval.

(1) Specifications prepared primarily for a purchase for a specific department or activity of the City shall be approved by both the purchasing agent and the head of the appropriate department before being submitted for bid.

(2) The City Administrator shall have authority to make a determination as to final specification.

Maximum Practicable Competition.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications, including but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

Brand Name or Equal Specification.

(1) *Use.* Brand name or equal specifications may be used when the purchasing agent determines in writing that:

(a) no other design or performance specification or qualified products list is available;
(b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
(c) the nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or
(d) use of a brand name or equal specification is in the City's best interests.

(2) *Designation of Several Brand Names.* Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(3) *Required Characteristics.* Unless the purchasing agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(4) *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specifications is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

Brand Name Specification.

(1) *Use*. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing agent makes a written determination that only the identified brand name item or items will satisfy the City's needs.

(2) *Competition*. The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under the paragraph entitled Sole Source Purchases.

ARTICLE 6. DEBARMENT OR SUSPENSION

AUTHORITY TO DEBAR

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the City Administrator, after consultation with the City Attorney, may debar a person for cause from consideration for award of contracts. The causes for debarment include the following:

(1) Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the City Administrator to be so serious as to justify debarment action:

   (a) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
   (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

(5) Any other cause the City Administrator determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause listed in this policy.

DECISION TO DEBAR

The City Administrator shall issue a written decision to debar a vendor. The decision shall state the reasons for the action taken.

NOTICE OF DECISION
A copy of the decision to debar shall be mailed or otherwise furnished immediately to the debarred person.

FINALITY OF DECISION
A decision to debar shall be final and conclusive, unless the debarred person within 10 days after receipt of the decision takes an appeal to the City Council. After reviewing any appeal, the City Council can either revoke the decision or allow it to stand. Any person debarred can annually submit a request to the City Administrator asking for the debarment to be lifted.

ARTICLE 7. APPEALS AND REMEDIES

Bid Protests.

(1) *Right to Protests.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

(2) *Stay of Purchase During Protests.* In the event of a timely protest under subsection (1) above, City Administrator, or his or her designee, shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or a determination has been made, in writing, that the award of a contract without delay is necessary to protect substantial interest of the City.

ARTICLE 8. ETHICS IN PUBLIC CONTRACTING

Criminal Penalties.
To the extent that violations of the requirements set forth in this article constitute violations of Kansas State Statutes they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this article. Criminal, civil and administrative sanctions against employees or nonemployees, which are in existence on the effective date of this policy, shall not be affected.

Employee Conflict of Interest.
Public employment is a public trust. It is the policy of the City to promote and balance the objective of protecting governmental integrity and the objective of facilitating the recruitment and retention of personnel needed by the City. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental purchasing by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City purchasing organization.

Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

Gratuities and Kickbacks.

(1) *Gratuities.* It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or purchasing standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

Prohibition Against Contingent Fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contemporaneous Employment Prohibited.

It shall be unethical for any City employee who is participating directly or indirectly in the purchasing process to become or to be, while such a City employee, the employee of any person contracting with the governmental body by whom the employee is employed.

Use of Confidential Information.

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

Sanctions.

(1) *Employees.* Employees found to have violated one or more of the ethical standards in this article shall be subject to the disciplinary sanctions prescribed in the "*City of Basehor' Personnel Manual.*"

(2) *Nonemployees.* The City Administrator, may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:

(a) written warnings or reprimands;
(b) termination of contracts, not entered into by the City Council; or
(c) debarment or suspension

(3) *City Council Contracts.* The City Council may impose any one or more of the following sanctions on a nonemployee for violations of ethical standards:

(a) written warnings or reprimands;
(b) termination of contracts, or
(c) shall cause debarment or suspension

Recovery of Value Transferred or Received in Breach of Ethical Standards.

(1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of this ordinance by a City employee or a nonemployee may be recovered from both City employee and non-employee.

(2) *Recovery of Kickbacks by the City.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

APPLICABLE FEDERAL AND STATE LAW

FEDERAL REQUIREMENTS
Purchases involving the use of federal assistance or contract funds are subject to compliance with all applicable federal law and regulations.

STATE STATUTES
Outside of exemption by charter ordinance, this policy is subordinate to state statutes regarding city purchasing practices.

TAX EXEMPTION
The City of Basehor is tax exempt as a political subdivision under Section 4221 (b) of the Internal Revenue Code and K.S.A. 79-3606(b). Exemption certificates will be provided upon request.

The Governing Body reserves the right to amend this policy at any time. All City employees shall adhere to this policy. Any officer, employee, or agent of the City who violates this policy is subject to disciplinary action including but not limited to reprimand, suspension, or termination. This Policy shall take effect upon passage of the City Council of the City of Basehor, Kansas and remain in effect until such a time as amendments are made.

Approved by the Governing Body of the City of Basehor
on the _____ day of _____, 2010.

_____ _____
Mayor City Clerk

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 5.17.10

Re: Donna Mittong Request.

150th Street Project (Parallel to Craig) is near completion. The work yet to complete mostly consists of punch list items. The Contractor (Larking Excavating) is under liquidated damages as of April 23 due to the lack of completing the project in a timely matter. The liquidated damages are $300.00 per day.

In April, Donna Mittong (1910 N 150th St.) requested the City to double check the grade at the constructed drainage inlet at the northeast corner of her property (Southwest corner of Parallel and 150th Street). Mark Lee and I checked the elevation of the drainage inlet on both sides of 150th Street along the run of pipe. Both inlets and run of pipe are to grade per the construction documents. I had also checked Basehor's design standards to verify the design. The designed pipe run has a slope of 1% and meets the 18 inches of cover required between the ground surface to the top of pipe. Upstream of the drainage inlet, along Mittong's property, the design called out to excavate an area for drainage capacity during the 100 year storm event. The excavated area has been constructed to the design.

The excavated area was not previously there before construction and the pipe running under 150th Street was to a higher elevation (closer to the bottom of the pavement). Since the construction of the inlet and pipe run it has created steeper grade along the drainage area to the inlet then was currently on the property before the construction. Donna Mittong is concerned about mowing around the inlet with her mower and has requested the City to install landscaping that will minimize the mowing and maintenance around the inlet and drainage area. Staff agrees that the area near the inlet would be difficult to mow with a riding lawn mower.

It is standard practice before a construction project is let for bid to require necessary easements and/or right-of-way to construct the project. It is at this time in the project when residents may request additional items (landscaping) along their property to be completed within the project. In turn, agreeing to reasonable request(s), the property owner grants the project owner (City) easements and/or right-of-way instead of monetary reimbursement. Once all property owners along a project agree to either requests or monetary reimbursement the project is moved to the final design stage. In the final design stage, the designer will make any changes that have been agreed with the property owners and the project. With this in mind, it gives the owner (City) an exact project cost for construction. Once the design is completed the project goes to bid and then is built. I would also like to note that property owners may additional requests. Requests can be as simple as removing a tree they don't want. A property owner may elect to settle for one (1) dollar knowing the benefit of the

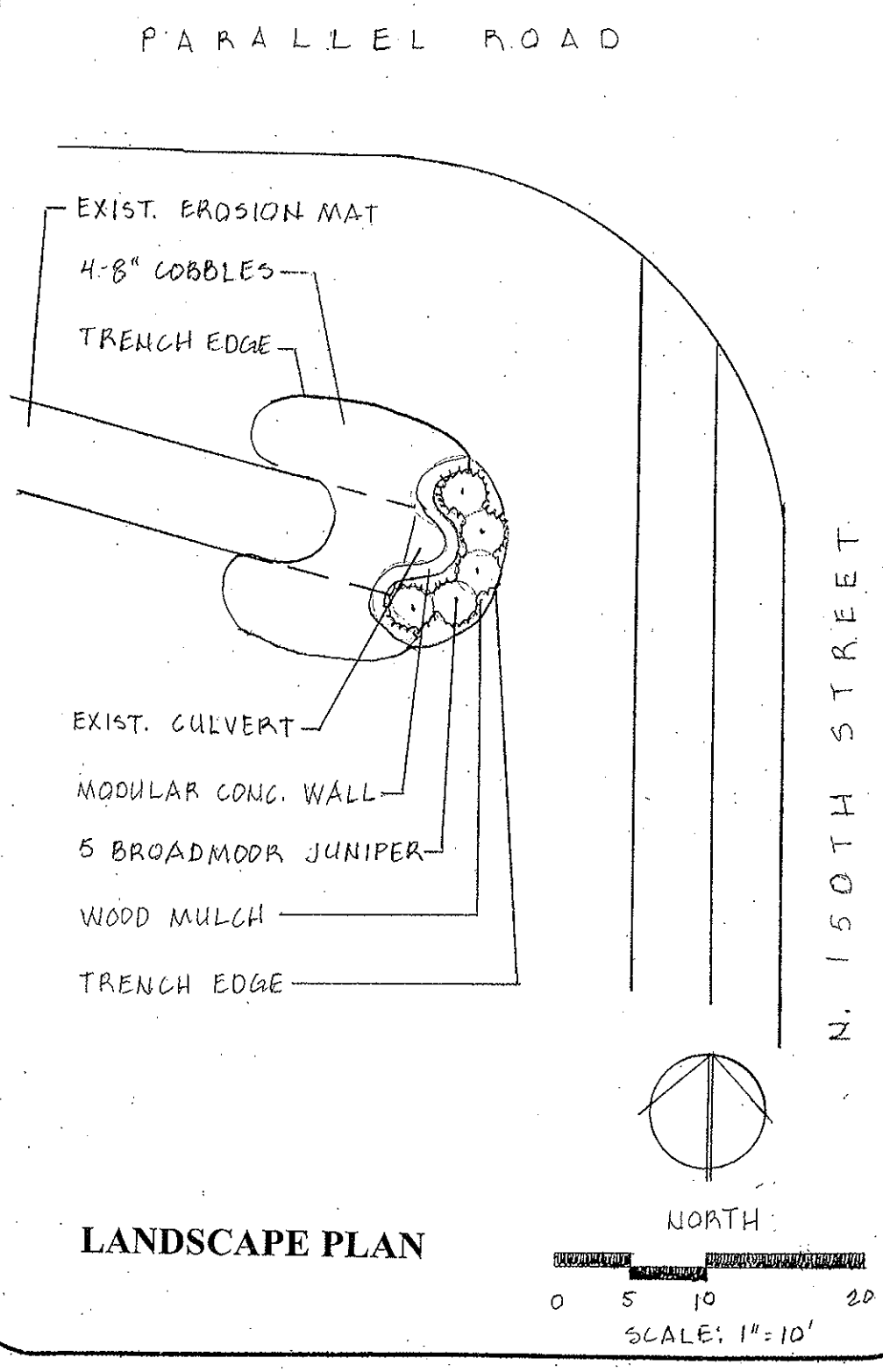
project to the property and property owner. It is a case by case basis. Typically, the owner (City) will not agree to any requests that cost more than just purchasing the easements. A private appraisal is hired and will suggest a fair market value for any easements and/or right-of-way. In the case of Donna Mittong and 150th Street Project, Donna had agreed to a monetary amount for right-of-way and easements.

The design and construction around the inlet on the subject property is to standard and is commonly seen throughout the City. The drainage structure and pipe is an improvement to property as far as large storm water events, surrounding properties, and street system. The improvement may seem to be a disadvantage to the property owner and maintaining their lawn. The drainage area can be maintained in different methods such as a push mower and a weed trimmer. It is correct to note that the drainage area around the inlet can not be mowed on a riding mower. Per Ordinance 566, Tall Grass and Weeds, it states: Except that inaccessible drainage ways, as determined by the Public Officer, shall not be included. This would be an example where this language would be applied to the area around the drainage inlet.

I was not part of City staff when the project was in its design phase and can not confirm that Donna Mittong was aware of the changes to her property after the construction was completed. I have discussed with Donna if she was aware of the changes surrounding her property. She seemed to be aware of the changes to her property but was not aware of the steepness of the slope around the culvert. Typically, during the design process it is explained to each property owner, affected from the project, the changes that will conclude from the construction. During construction there are typically changes to the project that were not seen or could not be seen during the design phase of a project. These changes (change orders) always conclude in a necessary change to preserve the intent and safety of the finished project. In the case of the subject property, it is not necessary change to add landscaping around the inlet to preserve the intent of the project. The request is more of aesthetics issue rather than a functional/safety issue.

The City Administrator has recommended that staff should look at possible solutions that would be reasonable and ease the property owner with the situation. I have contacted many landscape contractors around the area and requested landscaping quotes. The quotes were $850 to $2,800. Once I received all the quotes, I presented the proposed layout options to Ms. Mittong.

Ms. Mittong informed me that she was not satisfied with the landscaping layouts and options I presented to her. She has requested a more permanent solution on the lines of a concrete structure system that will allow the grading to be flush with the remaining yard and be similar to the grading before the project was constructed. I will be investigating different options that will involve a more enclosed drainage system versus an open graded drainage system.



LANDSCAPE PLAN

PARALLEL ROAD AND N. 150TH STREET
BASEHOR, KS 66007

Arbor Masters
Tree & Landscape™
8250 Cole Parkway • Shawnee, KS 66227

Drawn By: TJK
Scale:
Date: 5/27/10
Notes

Arbor Masters
Tree & Landscape℠
8250 Cole Parkway, Shawnee, KS 66227
Phone: 913-441-8888 Fax: 913-563-7595

Proposal 05.27.10

PROJECT NAME Culvert Landscaping	PROPOSAL TO City of Basehor
ADDRESS Parallel Road and N. 150th Street	ADDRESS 2620 N. 155th Street
CITY, STATE, ZIP Basehor, KS 66007	CITY, STATE, ZIP Basehor, KS 66007
ESTIMATOR Tom Kolarik	CONTACT / PHONE / FAX Mitch Pleak

Landscaping per plan dated 05.27.10 (West Side)	**$2,900.00**
Landscaping (East Side)	**$2,700.00**
TOTAL	**$5,600.00**

Proposal Notes:

1. Modular concrete wall blocks will match size and shape of those in wall directly to the west. Color will be determined by the city of Basehor.
2. The 4"-8" cobbles will be multi-colored.
3. The Broadmoor Juniper will in 5 gal. containers.
4. The landscaping on the east side of N. 150th Street will be a reverse image of that on the west but slightly smaller.

ideal
lawn &
landscape
PO Box 57
Basehor, KS 66007
Phone: (913) 538-5674
Quality@IdealLawnandLandscape.com

Proposal

Property/Contact:		City Of Basehor	Date:	5/20/2010
Address:				
Phone:		Email:	Presented by:	
Code	**Quantity**	**Description**	**Cost each**	**Extended**
		Install Pre-cast retaining wall block around 2 drainage culverts at 150th St & Parallel on E and W side of 150th.		$1,400.00
	6	Cu Yd Topsoil, Delivered and installed	$65.00	$390.00
	60	Sod, Installed	$2.75	$165.00
	1	Cu Yd Mulch, delivered and installed	$75.00	$75.00
	6	Stellaa D'Oro Daylillies	$13.98	$83.88
			Total	$ 2,113.88

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PO Box 57
Basehor, KS 66007
Phone: (913) 538-5674
Quality@IdealLawnandLandscape.com

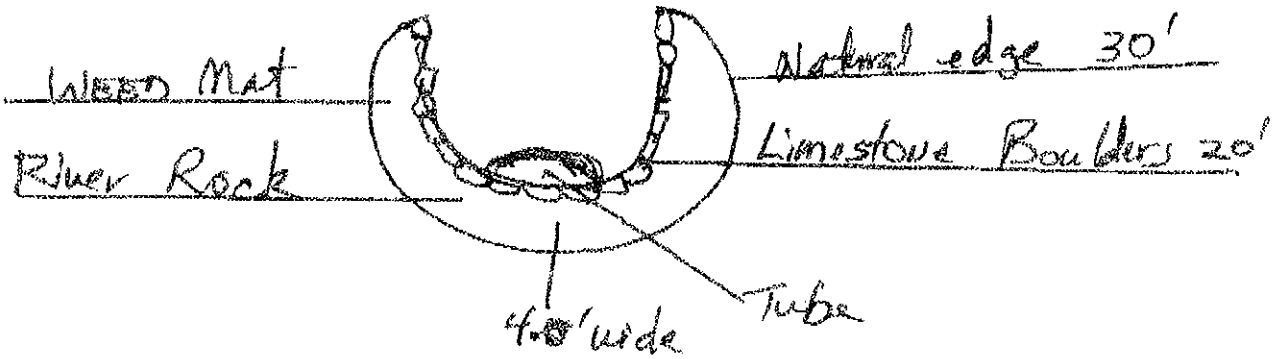
Proposal

Property/Contact:		City Of Basehor	Date:	5/20/2010
Address:				
Phone:		Email:	Presented by:	
Code	**Quantity**	**Description**	**Cost each**	**Extended**
		Install landscape fabric and cobblestone around 2 culverts at 150th St & Parallel on E and W side of 150th.		
	3	Ton 3-5" Multi Color Cobble stone delivered and installed	$225.00	$675.00
	60	Sod, Installed	$2.75	$165.00
	1	Cu Yd Mulch, delivered and installed	$75.00	$75.00
	6	Stellaa D'Oro Daylillies	$13.98	$83.88
			Total	$ 998.88

Davensons Nursery
15380 EVANS RD
BASEHOR, KS 66007
(913) 724-[redacted]
724-8733

To: Mitch
City of Basehor
150th and Parallel s.w. Corner (drainage tube)

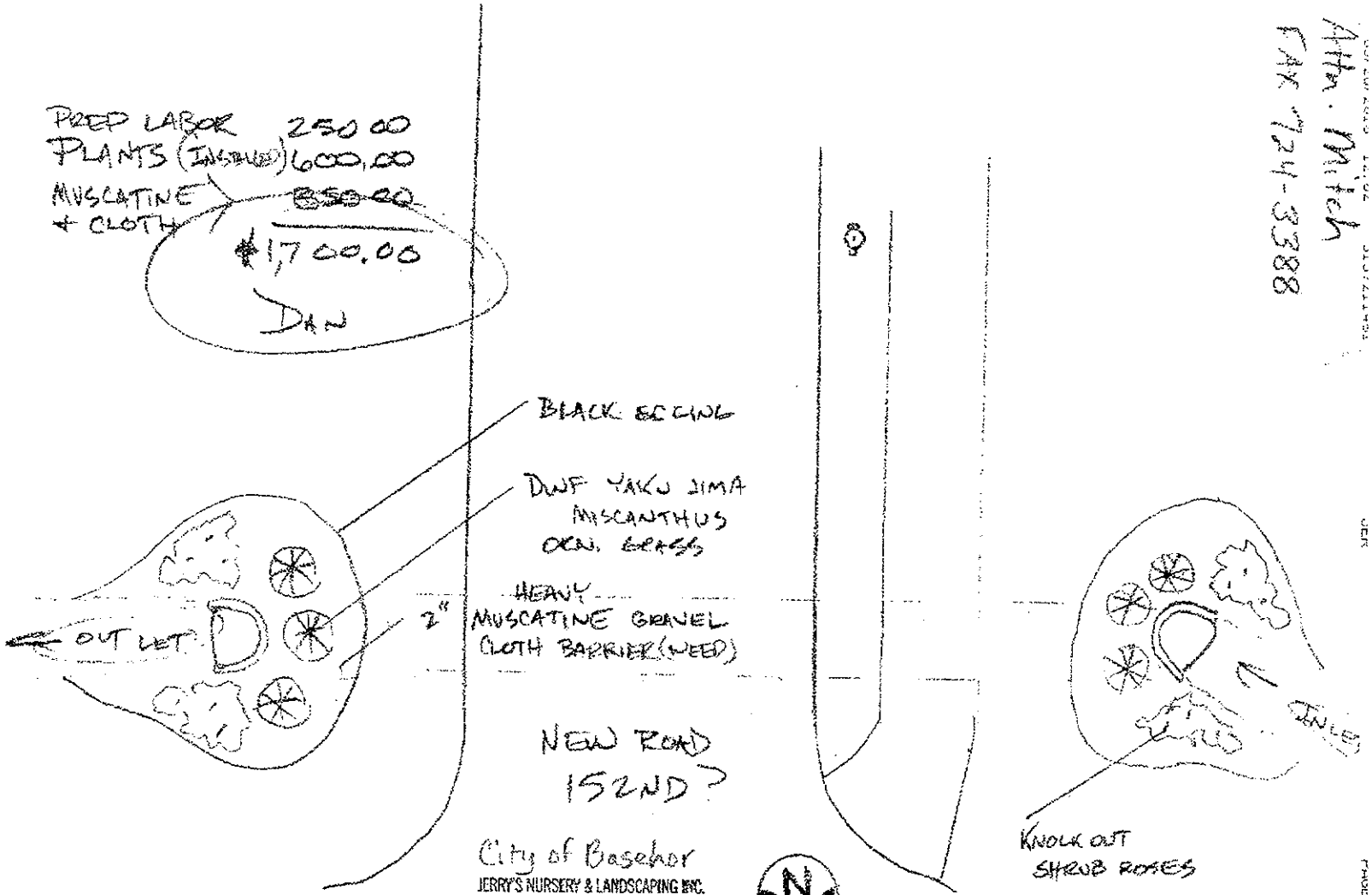
Landscape estimate:



Total: $875.00

Attn. Mitch
Fax 721-3388

PREP LABOR 250.00
PLANTS (INSTALLED) 600.00
MUSCATINE + CLOTH ~~850.00~~
$1,700.00
DAN



City of Basehor

JERRY'S NURSERY & LANDSCAPING INC.
5319 N. 139TH
KANSAS CITY, KS 66109
KC 913-721-1444
LV 913-651-5222

Creative
LANDSCAPING
& CONCRETE, INC.

May 21, 2010

Mr. Mitch Pleak, P.E.
CITY OF BASEHOR
2620 North 155th Street, P.O. Box 406
Basehor, KS 66007
(913) 724-1370 ext. 24 ♦ (913) 724-3388 [fax]
planning@cityofbasehor.org

PROJECT: Drainage Inlets – 150th Street

Dear Mr. Pleak:

We are pleased to offer the following proposal for your project. We believe the following specifications should meet your needs per our initial meeting:

SCOPE OF WORK: (includes general liability and workmen's compensation insurance):

INLETS — Removal and disposal of grass around two (2) drainage inlets. Supply and install weed control barrier, 68 LF of green metal edging, and 3½ ton of 4-8" cobblestone. Supply and install a small Versa-Lok modular block retaining wall on each side of the inlets. **$ 2,850**

♦ Adjustments will be needed if the size is altered

INCLUDES: Materials as listed above, AB3 gravel, glued caps on retaining wall, labor, and one mobilization

EXCLUDES: Any additional landscaping and sales tax

ROCK CLAUSE: There will be an extra charge if rock is encountered while *trenching* and cannot be taken care of by standard irrigation/landscaping *trenching* procedures as rock removal is not included.

If you have any questions or need any further assistance, please feel free to give us a call.

Tom Dingell, Senior Estimator

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra

charge over and above the estimate. Owner acknowledges that access to property with tools and equipment will be required to do this work and releases Creative Landscaping & Concrete, Inc., from all responsibility for any damages caused by unforeseen obstacles.

This proposal is subject to revision if not accepted within 30 days and is subject to extra charges for concealed or unforeseen contingencies.

PAYMENT TERMS: Net 30 days. A two percent (2%) monthly interest charge will be applied to overdue accounts. Accounts over sixty (60) days will be placed with a collection agency with costs to be assumed by debtor. Any collection, attorney, and/or court fees will then be added to the outstanding balance.

ACCEPTANCE: Acceptance of this proposal constitutes recognition as a contract for services to be rendered. The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any expressed or implied change, deletion, revision, or modification to the terms, conditions, or scope of work made by an agent or representative of the company, shall be null and void without written authorization and acknowledgement of an officer of the company. Additional Terms and Conditions attached hereto and form a part of this Agreement.

CREATIVE LANDSCAPING & CONCRETE, INC.

By: _____
Victoria L. Snyder, President or
David A. Snyder, Vice President

ACCEPTED:

By: _____

Dated: _____

CREATIVE LANDSCAPING & CONCRETE, INC.
11565 Kaw Drive • Edwardsville, KS 66111
Office 913.441.6330 • Fax 913.441.6630 • E-mail clclandscape@aol.com

ADDITIONAL TERMS AND CONDITIONS

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE A LIEN WAIVER MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

1) Only the terms set forth herein shall constitute the agreement between the parties

2) **Definitions.** "Contract" or " Agreement" means this Purchase Order and any specifications and/or drawings (but not general conditions) attached hereto or referred to herein:
   "Seller" means Creative Landscaping & Concrete, Inc.
   "Buyer" means the purchaser of Seller's labor, material, and equipment under this Purchase Order.

3) **Modifications.** Buyer may modify the applicable plans, drawings, or other specifications or request additional work or materials. When such occurs, Buyer will so inform Seller in advance and issue a written change order prior to performance of such modifications. Whenever Seller deems that a modification has occurred or that extra or additional work or materials are called for, Seller will so inform Buyer and ask for a written change order. However, should Buyer fail or refuse to issue such a change order and should Seller proceed to perform, Seller does not waive any right to request or enforce any right to additional compensation.

4) **Communications.** Whenever Seller has questions concerning his performance or the applicable plans and specifications, he will promptly submit them to Buyer who will use his best efforts to reasonably respond within 24 hours of the inquiry.

5) **Termination.** Buyer may at any time by written notice of at least ten days terminate this Purchase Order, or suspend, delay, or interrupt all or any part of the work hereunder. If Buyer intends to terminate due to an alleged failure of Seller to perform, Buyer will provide said ten days notice to Seller and allow Seller an additional ten days to work on said failure. For any other termination, Seller will be reimbursed a minimum of $400 for the costs and incurred expenses of Seller (including general and administrative) to the date of termination (excludes pricing for materials purchased in advance). An equitable adjustment will be negotiated for suspensions, delays, and interruptions that are not the fault of Seller.

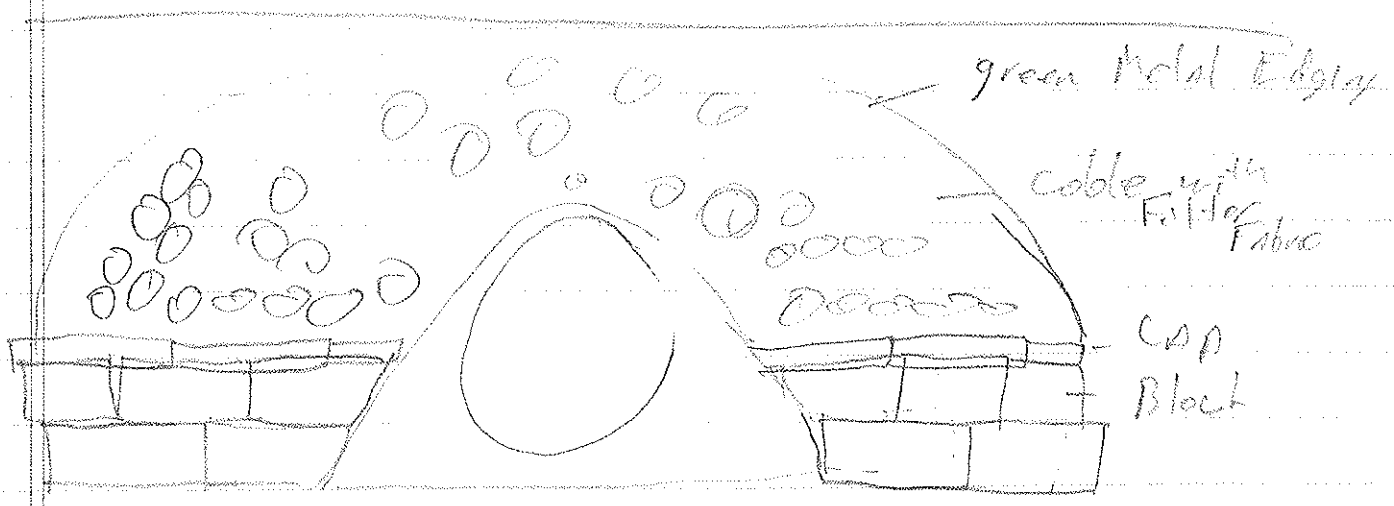
6) **Progress schedule and delays.** Seller will comply with all progress schedules specifically applicable to Seller's work. Buyer will inform Seller of any such progress schedule in advance of Buyer's duty to perform and advise Seller of any applicable changes understood that Seller's scope of work is weather sensitive and any applicable progress schedules will be reasonably adjusted for weather delays. Seller will advise Buyer when its schedule is delayed due to weather and other events out of its control (i.e. interruptions) and will ask for an extension of time consistent with the delays.

7) **Payments.** Seller and Buyer will comply with all progress payment requirements except that Buyer agrees to the timing of payment requirements set forth on the reverse side of this agreement regarding deposits and final payment. It is specifically understood that Seller does not assume the risk of the owner's or other's non–payment to Buyer.

8) **Differing Site Conditions.** If, prior to or during the performance of Seller's work, the Seller discovers latent, concealed, or subsurface physical conditions which differ materially from those represented or indicated in the contract documents, including any plans, specifications, drawings or subsurface reports, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and not generally recognized as inherent in the kind of work provided for under this agreement then Seller may request and receive an equitable adjustment for any increased costs and any appropriate changes will be made to the progress schedule. Buyer agrees to make the site available for Seller's work and to provide and allow access to Seller's working area without unreasonable interference from Buyer or others under Buyer's control.

9) **Dispute Resolution.** If any dispute arises between the parties during or after performance of the agreement, the parties agree that they will continue performance and attempt to negotiate their differences in good faith. If a resolution cannot be achieved, then at Seller's option, the dispute will be resolved under the most recent version of Construction Industry Rules of the American Arbitration Association. Such an arbitration need not occur before the American Arbitrations Association if both sides so agree.

Basehor 150th Inlets



Creative Landscaping & R

Memo

Date: 5/19/2010

To: Basehor City Council

Cc: Mayor, Terry Hill

From: Mark Loughry, City Administrator

RE: Actuary for OPEB Report

Council in order to maintain an unqualified GAAP audit for the 2009 budget year the City must have an actuarial study performed that evaluates our other post employment pension liability. While I believe our liability to be minimal the study is a GAAP requirement.

Staff has contacted three firms that were referred to us by the City auditor and solicited the following quotes.

1. EFI Actuaries – Greg Stump
   Total fee - $2,100 with the process to take approximately 2-3 weeks once information was received

2. Lewis & Ellis, Inc. – Patrick Glenn
   Total fee - $2,500 included in the service is contact with the auditors for questions regarding the report along with information relating to the interim years for guidance in reporting for those years

3. Milliman – Anna
   Total fee – Normal cost $3,150 but currently discounted at $2,800 for a two-year license. GASB 45 tool found at GASBhelp.com is used to calculate the OPEB liabilities and generate a report used to comply with GASB 45. The entire process takes approximately 90 minutes to 4 hours to complete with step-by-step guidance.

It is my recommendation that the City use EFI Actuaries to complete the GASB 45 report for the 2009 budget year for the amount of $2,100.00. This is an un-budgeted expense and therefore requires Council approval.

If you have questions or require further discussion please let me know.

Minutes
Basehor City Council Meeting
Basehor City Hall May 17, 2010

Call to Order
Mayor Terry Hill called the meeting to order at 7:04 p.m.

Roll Call
Present: Council President Washington and Council members, Breuer, Dysart and Mertz.
Absent: William Moyer
Staff Present: City Administrator Mark Loughry, Chief of Police Lloyd Martley, City Superintendant Gene Myracle, City Engineer Mitch Pleak, Interim City Clerk Katherine Renn & City Attorney Patrick Reavey.
Newspaper Present: Kaitlyn Syring, *Basehor Sentinel*

Approval of the Minutes
A motion was made by Council President Washington & seconded by Councilmember Dysart to approve the April 19, 2010 minutes and as amended Special Meeting April 21, 2010 minutes with the correction to add the document of the special meeting request with the Council signatures. Motion passed, 4-0.

Call to Public – None

Unfinished Business – None

New Business
President Washington motioned to remove item six of the agenda stating that, according to the City Attorney, it is unnecessary due to the timing of the attempted appointment and only applies to appointments made in the month of May. Therefore Councilman Mertz seconded. Motion passed 4-0.

1. Rule Exception for Lot 77, Crestwood Country Estates Phase I
   Consider request to approve a rule exception to the Subdivision Regulations in relation to the lot split of Lot 77, Crestwood Country Estates Phase I.
   Council President Washington moved to approve the Rule Exception for Lot 77, Crestwood Country Estates Phase I & Councilman Breuer seconded. Motion passed 4-0.

2. Treasurer re-appointment
   Susan Adams requested re-appointment as City Treasurer with no additional adjustments.
   Mayor Hill appointed Susan Adams as City Treasurer. Council President Washington moved to approve Susan Adams as City Treasurer & Councilmember Dysart seconded. Motion passed 4-0.

3. Municipal Court Judge re-appointment
   William E. Pray requested re-appointment as Municipal Court Judge with no additional adjustments.
   Mayor Hill appointed William E. Pray as Municipal Court Judge. Council President Washington moved to approve William E. Pray as Municipal Court Judge & Councilman Mertz seconded. Motion passed 4-0.

4. Chief of Police re-appointment
   Chief Lloyd Martley requested re-appointment as Chief of Police with no additional adjustments.
   Mayor Hill appointed Lloyd Martley as Chief of Police. Councilman Breuer moved to approve Lloyd Martley as Chief of Police of the City of Basehor & President Washington seconded. Motion passed 4-0.

5. Prosecutor re-appointment
   KiAnn McBratney requested re-appointment as City Prosecutor with no additional adjustments.

Mayor Hill appointed KiAnn McBratney as City Prosecutor. Councilmember Dysart moved to approve KiAnn McBratney as City Prosecutor & President Washington seconded. Motion passed 4-0.

6. City Attorney re-appointment
   Patrick Reavey requested re-appointment as City Attorney with no additional adjustments. Mayor Hill appointed Patrick Reavey as City Attorney. Council President Washington moved to approve Patrick Reavey as City Attorney & Councilmember Dysart seconded. Motion passed 4-0.

7. City Attorney Independent Contractor Agreement renewal
   Patrick Reavey's Independent Contractor Agreement is recurrent with the appointment and outlines the fees charged to the City.
   Council President Washington moved to approve the Independent Contractor Agreement with Patrick Reavey as City Attorney & Councilmember Dysart seconded. Motion passed 4-0.

8. City Clerk appointment
   City Administrator Loughry explained at this point The City does not have a candidate for the position of City Clerk.

City Administrator's Report

City Administrator Loughry explained the Budget Calendar & a potential special budget meeting date as July 7, 2010 either during the day or evening due to Fourth of July conflicting with regular work session. Council agreed to postpone setting the Special Meeting date & time until June 7, 2010.
City Administrator Loughry explained there were two sewer main breaks along 155th during the week of May 10, 2010 that were repaired by public works staff.

Mayor's Report

Mayor Hill explained his intention to continue as Mayor of the City of Basehor & to restore a professional working relationship that was present prior to April 21, 2010.

Council Member Reports

Council President Jim Washington –
None

Councilman Dennis Mertz -
Councilman Mertz asked where The City stands on the Field of Dreams. City Administrator Loughry explained The City Attorney Patrick Reavey was working on the contract.

Councilman David Breuer -
Councilman Breuer asked where The City stands with the marketing group formulating an advertising plan for the NRP. City Administrator Loughry explained the group was working on it.

Council member Iris Dysart –
Steve Cole had written letters to the City Council in reference to the incomplete status of Wolf Creek Parkway. City Superintendent explained debris had been removed from the development within the last two weeks. Council President Washington asked how long until the completion of 150th St. City Engineer Pleak explained 4 weeks was his best guess.
Additionally Councilmember Dysart asked why approval for delinquent accounts on sewage & solid waste were not included on the agenda for May. City Administrator Loughry explained earlier in the year City Council approved a policy for the collection of delinquent accounts which does not require Council attention.

Councilman Bill Moyer – not present

Executive Session - None

Adjournment

Councilman Breuer made the motion to adjourn. Council President Washington seconded. Motion passed. 4-0. There being no further business, the meeting was adjourned at 7:40 p.m.