



**AGENDA**  
**BASEHOR CITY COUNCIL**  
Sept 20, 2010 7:00 p.m.  
Basehor City Hall

1. **Roll Call** by Mayor Terry Hill and Pledge of Allegiance
2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
  - a. Approve August 2, 2010 minutes
  - b. Approve August 16, 2010 minutes
  - c. Approve Treasurer's Report
  - d. Approve Vernon Fields for Planning Commission

**3. Call to Public**

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

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

**New Business**

5. Audit Review
6. Sunflower Broadband
7. George & Cynthia Smith concrete pad replacement
8. George & Cynthia Smith tree replacement
9. 2010 Pavement Management Plan

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

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



Minutes  
**Basehor City Council Work Session**  
 Basehor City Hall August 2, 2010

*Call to Order*

Mayor Terry Hill called the work session to order at 7:00 p.m.

*Roll Call*

Present: Mayor Hill, Council President Washington and Council members, Breuer, Dysart, & Moyer

Absent: Council member Mertz

Present also: Mark Loughry, Lloyd Martley, Gene Myracle, Mitch Pleak and Katherine Renn.

Newspaper Present: Estuardo Garcia, *Basehor Sentinel*

Council President Washington motioned to make this a record session to address item one approving issuance of Series 2010-01 Temporary Notes and Resolution No. 2010-07. Council member Dysart seconded. Mayor called for vote and motioned passed 4-0.

**Record Session**

Mr. Loughry covered summary of 2010-07 Resolution and introduced Gina Riekhof who briefly went over the days competitive bids.

Gina Riekhof of Gilmore & Bell explained to Council that the City received three bids. The lowest bid was from UMB Bank in Kansas City which agreed to buy the temporary notes with an effective interest rate of .99%. Mrs. Riekhof also explained that as part of this process that the City and Staff went through a rating process with Standard and Poor's (S & P) and they issued the City SP1+ rating on the temporary notes issue which is the highest rating given to any short term issuance of any kind for any municipality. S & P also rated the City since the City had not been rated before and the City received a double A- rating which is an extraordinary high rating that speaks highly of City management.

1. Approve Issuance of Series 2010-01 Temporary Notes & Resolution No. 2010-07.

Council President Washington made the motion to approve Resolution 2010-07 and further authorize the Mayor and the City Clerk to sign contracts and finish transaction as required. Council member Dysart seconded. Mayor called for vote. Motion passed 4-0.

Council President Washington motioned to adjourn record session. Council member Moyer seconded. Mayor called for vote motion passed 4-0.

**Work Session**

No Parking on 141<sup>st</sup> Street

Mr. Loughry explained to Council that after receiving calls in regards to cars parking on both sides of 141<sup>st</sup> St. that it was determined by City Engineers and officials from Fairmount Township Fire Department that it was difficult for emergency vehicles to pass through with vehicles parked on both sides of the street.

Mayor Hill suggested that perhaps allowing only one side parking due to the residents who reside in the area having family gatherings and at least being allowed to park on one side and still allowing emergency vehicles to pass through.

Council President Washington stated that it might set a bad precedent to single out one street.

Council President Washington suggested that City staff collect a study of the streets throughout the city and bring back to Council after staff prepares a study.

Council member Moyer suggested that a realistic time frame be allowed for staff to conduct such study and when completed to bring back to Council as a future agenda item.

Adoption of the Ordinance for Uniform Public Offense Code

Mayor asked council if there were any questions and since there were none this item was agreed to be placed on the August 16, 2010 regular meeting agenda.

Adoption of the Standard Traffic Ordinance

Mayor asked council if there were any questions and since there were none this item was agreed to be placed on the August 16, 2010 regular meeting agenda.

All Jurisdiction Hazard Mitigation Plan

Mr. Loughry explained to Council that if the City would ever need FEMA funding that it would be in the City's best interest to accept the All Jurisdiction Hazard Mitigation Plan.

Council member Dysart stated that she feels that it would bring a lot more work to the city.

Chief Lloyd Martley stated that this would benefit the City in the future to receive funding to build a safe room for the citizens.

This item was agreed to be placed on the August 16, 2010 regular meeting agenda.

Creek Ridge Phase 4 – Final Development Plan

Staff reported to Council that all requirements have been met. Council member Dysart brought up concerns she had with Landauer Circle. Mr. Loughry stated that this concern would be brought back to the Planning Commission's attention when that phase is platted and could be addressed at that time.

This item was agreed to be placed on the August 16, 2010 regular meeting agenda.

Creek Ridge Phase 4 – Final Plat

President Washington asked the developer, Jeff Scherer in regards to the economy in his thoughts how soon this project may take. Mr. Scherer expressed that if the bank allowed him to move forward today he would do so, but the way the economy is today he has requested from council an additional 42 month extension for the project.

This item was agreed to be placed on the August 16, 2010 regular meeting agenda.

*Mayor's Report* – Mayor Hill read a thank you note from Basehor Pride that stated the Pride committee wanted to thank the Mayor, City Council and the City of Basehor for the fireworks donation made for the Fourth of July festivities.

*Council Member Reports* – None

*City Administrator's Report* – None

*Executive Session*- None

*Adjournment*

Councilman Moyer made the motion to adjourn. Council member Breuer seconded.

Motion passed. 4-0. There being no further business, the meeting was adjourned at 8:05 p.m.



Minutes

**Basehor City Council Meeting**  
Basehor City Hall August 16, 2010

*Public Hearing – Neighborhood Revitalization Plan No. 3*

Council President Washington made a motion to open the Neighborhood Revitalization Plan No. 3 public hearing; seconded by Councilman Moyer. Motion passed 5-0. Public hearing opened at 7:00pm. Council President Washington asked for public comment. There being no public comment Council President Washington asked for City Council comment. Councilmember Dysart asked if there could be an addendum to the existing NRP no. 2 to avoid multiple NRPs. City Administrator Loughry explained each new area required a separate NRP. A motion was made by Councilman Moyer & seconded by Councilmember Breuer to close the public hearing. Motion passed 5-0. Hearing closed at 7:07pm.

*Public Hearing – 2011 Budget*

Councilmember Dysart made a motion to open the 2011 Budget public hearing; seconded by Councilman Mertz. Motion passed 5-0. Public hearing opened at 7:08pm. City Administrator Loughry explained 2011 Budget has less than a 1 mil increase & only a 2 mil levy increase in the past 7 years. Council President Washington asked for public comment. Basehor citizen, Marilyn Townsend presented comments on pay scale & sewer fees. Basehor citizen, Carol Washington presented questions on the total assessed value, Wolf Creek Market Place & Basehor Town Center. A motion was made by Councilman Moyer & seconded by Councilmember Dysart to close the public hearing. Motion passed 5-0. Hearing closed at 7:55pm.

*Executive Session*

A motion for executive session was made by Council President Washington and was seconded by Councilmember Dysart for the Governing Body, City Clerk Candidate Corey Swisher & City Administrator Mark Loughry to consider the City Clerk Candidate for no longer than 20 minutes. Motion passed 5-0. Council returned at 8:15 p.m.

*Call to Order*

President Jim Washington called the meeting to order at 8:15 p.m.

*Roll Call*

Present: Council President Washington and council members, Breuer, Dysart, Moyer and Mertz.

Absent: Mayor Terry Hill

Staff Present: City Administrator Mark Loughry, Chief of Police Lloyd Martley, City Superintendent Gene Myracle, City Engineer Mitch Pleak, Cassie Schmidt & City Attorney Patrick Reavey.

Newspaper Present: None

*Approval of the Consent Agenda*

A motion was made by Councilman Mertz & seconded by Councilmember Dysart to approve the July 19, 2010 minutes, Treasurer's Report and Brian Healey as Planning Commission Candidate. Motion passed 5-0.

*Call to Public – None*

*Unfinished Business – None*

*New Business*

1. Adoption of Ordinance No. 574 for Uniform Public Offense Code

Councilmember Dysart moved to approve Ordinance No. 574 adopting the Uniform Public Offense Code & seconded by Councilmember Moyer. Motion passed 5-0.

2. Adoption of the Standard Traffic Ordinance No. 575

Councilmember Mertz moved to approve the Standard Traffic Ordinance No. 575. Seconded by Councilmember Moyer. Motion passed 5-0.

3. All Jurisdiction Hazard Mitigation Plan & Resolution 2010-09

Councilmember Moyer moved to approve the All Jurisdiction Hazard Mitigation & Resolution 2010-09. Councilmember Mertz seconded. Motion passed 4-1 (Councilmember Dysart voting no).

4. Creek Ridge Phase 4- Final Development Plan  
Councilmember Dysart moved to approve the Creek Ridge Phase 4 Final Development Plan. Seconded by Councilmember Moyer. Motion passed 5-0.
5. Creek Ridge Phase 4 – Final Plat  
Councilmember Mertz moved to approve the Creek Ridge Phase 4 Final Plat and seconded by Councilmember Moyer. Motion passed, 5-0.
6. Creek Ridge Extension  
Councilmember Breuer moved to approve the 42 month Creek Ridge Extension. Seconded by Councilmember Moyer. Motion passed 4-1(Councilmember Dysart voting no).
7. Consider waiver of park land fees for Creek Ridge  
Died for lack of a motion.
8. Adopt 2011 Budget  
Councilmember Breuer moved to approve the 2011 Budget as presented. Seconded by Councilmember Moyer. Motion failed 2-3 (Councilmembers Moyer & Breuer voting yes). Council President Washington moved to adopt the 2011 Budget with the following changes: reduce the 2011 Capital Outlay Budget from \$1.3 million to \$500,000 & reduce the CIP highway funding from \$1,475,000 to \$700,000. Councilmember Mertz seconded. Motion passed 4-1(Councilmember Breuer voting no).
9. Adopt Resolutions 2010-08 & 2010-10 implementing Neighborhood Revitalization No. 3 as presented  
Councilmember Mertz moved to approve Resolution 2010-08 declaring Centerpoint Preserve within the City of Basehor to be a Neighborhood Revitalization Area. Seconded by Councilmember Moyer. Motion passed 5-0. Councilmember Mertz moved to approve Resolution 2010-10 implementing Neighborhood Revitalization Plan No. 3 as presented. Seconded by Councilmember Moyer. Motion passed 5-0.
10. City Clerk Candidate consideration  
Councilmember Moyer moved to approve the Mayoral appointment of City Clerk Candidate Corey Swisher. Seconded by Councilmember Mertz. Motion passed, 5-0.
11. Interlocal Agreement between WYCO/Kansas City, KS/LVCO/Basehor, KS for the improvements to K-7 highway & Donahoo Rd. intersection  
Councilmember Breuer moved to approve the Interlocal agreement between WYCO/Kansas City, KS/LVCO/Basehor, KS for the improvements to K-7 highway & Donahoo Rd. intersection. Seconded by Councilmember Mertz. Motion passed 5-0.

*City Administrator's Report - None*

*Mayor's Report – None*

*Council Member Reports*

*Council President Jim Washington – None*

*Councilman Dennis Mertz –None*

*Councilman David Breuer –None*

*Council member Iris Dysart – None*

*Councilman Bill Moyer*

Councilman Moyer asked when Wolf Creek Blvd. would be finished. City Engineer Mitch Pleak explained the road should be finished in two weeks. He also asked City Attorney Reavey if there were any further details concerning repeal for the Cedar Lakes Annexation. City Attorney Reavey explained the case was being reviewed by the judge but he did not suspect repeal would be made. Additionally, Councilmember Moyer asked when the middle school would be finished. City Administrator Loughry said the USD 458 Superintendent opened the school for classes however the gym was not finished.

*Executive Session*

A motion was made by Councilmember Dysart for executive session. Seconded by Councilmember Mertz for the Governing Body, the City Attorney and City Administrator Mark Loughry to meet for executive session for attorney client privilege no longer than 10 minutes. Motion passed 5-0. Council entered at 9:22pm and returned at 9:32 p.m.

*Adjournment*

Councilman Mertz made the motion to adjourn. Councilmember Moyer seconded. Motion passed. 5-0. There being no further business, the meeting was adjourned at 9:35p.m.

## **Memo**

**To:** City Administrator  
**From:** Kristi Olson  
**CC:**  
**Date:** 9/13/2010  
**Re:** August 2010 Monthly Financial Report

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The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending August 31, 2010.

Revenues:

General Fund – revenue from property, back, motor and recreational vehicle taxes along with franchise fees

Sewer Fund – revenue from utility billing charges, expenditures include payment for KDHE loan

Solid Waste Fund – revenue from utility billing charges

Bond & Interest: revenue from property and special assessment taxes, expenditures include Bond payments

## City of Basehor

Period Ending 08/31/10

Revenues	Revenues				
	Budget 2010	Revenues YTD	Current Month	Balance	% Budget
General	\$2,034,034.78	\$1,503,378.79	\$36,988.87	\$530,655.99	73.9%
Special Park	\$16,376.00	\$4,756.55	\$18.48	\$11,619.45	29.0%
Sewer	\$1,045,824.00	\$741,819.72	\$56,621.68	\$304,004.28	70.9%
Cedar Lakes	\$10,704.00	\$27.16	\$3.58	\$10,676.84	0.3%
Bond & Interest	\$498,019.94	\$336,043.05	\$36.15	\$161,976.89	67.5%
Solid Waste	\$174,718.00	\$116,366.03	\$14,714.19	\$58,351.97	66.6%
Consolidated Highway	\$532,863.00	\$250,837.59	\$223.64	\$282,025.41	47.1%
Municipal Equipment Reserve	\$98,500.00	\$199.44	\$31.11	\$98,300.56	0.2%
Capital Improvement	\$339,798.00	\$167,910.65	\$133.32	\$171,887.35	49.4%
Basehor Town Center Project	\$0.00	\$3,461,478.45	\$3,461,095.23	-\$3,461,478.45	
Wolf Creek Project	\$0.00	\$410,716.68	\$70.91	-\$410,716.68	

Expenditures	Expenses				
	Budget 2010	Expenses YTD	Current Month	Balance	% Budget
General					
Administration	\$311,595.00	\$208,143.22	\$9,888.54	\$103,451.78	66.8%
Street Department	\$213,249.00	\$133,523.25	\$21,592.97	\$79,725.75	62.6%
Governing Body / Administrator	\$166,370.00	\$82,679.94	\$11,528.82	\$83,690.06	49.7%
Police Department	\$804,738.00	\$479,364.71	\$70,794.63	\$325,373.29	59.6%
City Facilities	\$35,190.00	\$46,819.08	\$10,850.50	-\$11,629.08	133.0%
Park & Recreation	\$18,342.00	\$9,891.39	\$4,328.92	\$8,450.61	53.9%
Employee Benefits	\$388,496.00	\$246,838.15	\$29,900.98	\$141,657.85	63.5%
Planning & Zoning	\$232,233.00	\$106,775.55	\$11,822.93	\$125,457.45	46.0%
Special Park	\$35,000.00	\$2,570.00	\$0.00	\$32,430.00	7.3%
Sewer	\$1,333,544.00	\$578,840.06	\$141,394.30	\$754,703.94	43.4%
Cedar Lakes	\$17,000.00	\$19,366.87	\$7,322.01	-\$2,366.87	113.9%
Bond & Interest	\$531,499.00	\$531,121.26	\$430,560.63	\$377.74	99.9%
Solid Waste	\$211,100.00	\$93,528.57	\$24,329.84	\$117,571.43	44.3%
Consolidated Highway	\$481,000.00	\$18,877.44	\$3,320.10	\$462,122.56	3.9%
Municipal Equipment Reserve	\$150,000.00	\$15,043.87	\$1,514.27	\$134,956.13	10.0%
Capital Improvement	\$150,000.00	\$398,354.50	\$0.00	-\$248,354.50	265.6%
Basehor Town Center Project	\$0.00	\$4,134,629.80	\$3,864,023.43	-\$4,134,629.80	
Wolf Creek Project	\$0.00	\$416,468.05	\$250,404.85	-\$416,468.05	

<b>SEWER AND SOLID WASTE BILLING 2010</b>						
<b>MONTH</b>	<b>SEWER COUNT</b>	<b>SEWER BILLED</b>	<b>AVERAGE SWR BILL</b>	<b>SOL WASTE COUNT</b>	<b>SOL WASTE BILLED</b>	<b>AVERAGE SOL BILL</b>
January	1,655	\$57,650.02	\$34.83	1,458	14,625.07	\$10.03
February	1,658	\$57,919.69	\$34.93	1,463	14,670.04	\$10.03
March	1,663	\$57,968.33	\$34.86	1,469	14,699.83	\$10.01
April	1,666	\$58,142.23	\$34.90	1,475	14,762.29	\$10.01
May	1,671	\$57,035.02	\$34.13	1,488	14,892.23	\$10.01
June	1,674	\$59,123.05	\$35.32	1,493	14,959.42	\$10.02
July	1,668	\$58,427.72	\$35.03	1,493	14,964.73	\$10.02
August	1,670	\$58,478.41	\$35.02	1,496	14,995.03	\$10.02
September						
October						
November						
December						
<b>TOTAL</b>	13,325	\$464,744.47		11,835	\$118,568.64	
<b>AVERAGE</b>	1,666		\$34.88	1,479		\$10.02

NOTE: Bills are generated at the end of the month and charges are collected the following month .

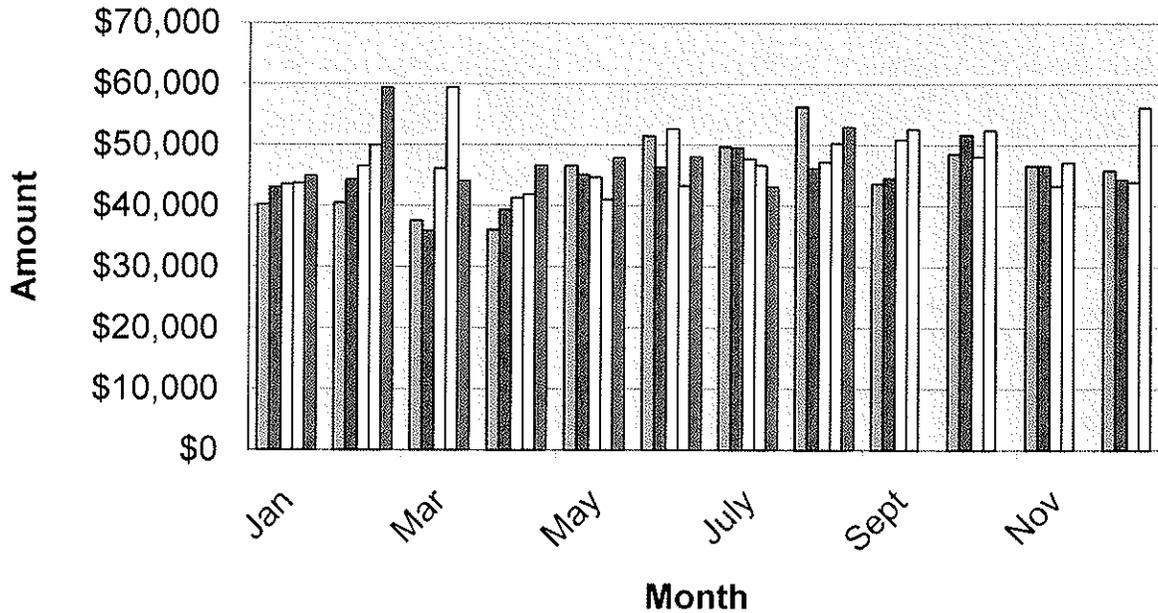
Sales Tax 2006 - 2010

Post Date	Sales Tax					Difference			2009 YTD		2010 YTD		Difference		% Difference
	2006	2007	2008	2009	2010	'09 - '10	% Difference	2009 YTD	2010 YTD	'09 - '10	% Difference				
Jan	40,240.09	43,040.41	43,516.85	43,726.32	44,933.16	1,206.84	2.8%	43,726.32	44,933.16	1,206.84	2.8%				
Feb	40,459.89	44,273.79	46,544.07	49,937.92	59,338.25	9,400.33	18.8%	93,664.24	104,271.41	10,607.17	11.3%				
Mar	37,554.64	35,899.77	46,125.81	59,417.29	44,064.14	-15,353.15	-25.8%	153,081.53	148,335.55	-4,745.98	-3.1%				
Apr	36,071.53	39,334.11	41,298.70	41,900.26	46,686.51	4,786.25	11.4%	194,981.79	195,022.06	40.27	0.0%				
May	46,565.17	45,142.71	44,634.80	41,070.02	47,865.00	6,794.98	16.5%	236,051.81	242,887.06	6,835.25	2.9%				
June	51,403.77	46,335.58	52,647.16	43,320.60	48,059.05	4,738.45	10.9%	279,372.41	290,946.11	11,573.70	4.1%				
July	49,662.85	49,500.52	47,720.81	46,612.85	43,151.43	-3,461.42	-7.4%	325,985.26	334,097.54	8,112.28	2.5%				
Aug	56,212.59	46,173.87	47,209.53	50,284.61	52,935.19	2,650.58	5.3%	376,269.87	387,032.73	10,762.86	2.9%				
Sept	43,589.74	44,486.92	50,855.51	52,550.48											
Oct	48,508.43	51,633.80	48,068.36	52,382.92											
Nov	46,597.06	46,598.51	43,264.92	47,111.87											
Dec	45,793.00	44,281.28	43,884.31	56,073.14											
	542,658.76	536,701.27	555,770.83	584,388.28	387,032.73										

Difference 2009 - 2010 6,835.25  
15.6% Up 2009 to 2010

2010 Budget Sales Tax \$652,496  
2010 To Date Sales Tax \$387,033 59.32%  
2010 TDD Sales Tax \$15,081.49  
2009 TDD Sales Tax \$8,186.58

Sales Tax 2006-2010



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

NAME: Vernon J. Fields

ADDRESS: 15424 Pin Oak Drive, Basehor, KS 66007

DAY TIME PHONE NUMBER: (913) 724-1096 EVENING PHONE NUMBER: (913) 724-1096

E-MAIL ADDRESS: chugwater2@hotmail.com

PLACE OF EMPLOYMENT: Retired USDOJ – Part-time (University of Phoenix)

HOW LONG HAVE YOU BEEN A RESIDENT OF BASEHOR? Since October 2000 (10 years)

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

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? 10 to 15 hours

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

IF YES, EXPLAIN: \_\_\_\_\_

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF BASEHOR.

Upon being transferred to the Kansas City area (in 2000), I decided to locate my family in the Basehor area. Since that time, I retired from the Federal Bureau of Prisons and decided to live in Basehor. Basehor is my home and serving on this committee would allow me to serve my community.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY.

Local VFW and the Basehor United Methodist Church

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_

1 Sept 2010

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

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:**

2009 audit review from Lowenthal, Webb & Odermann, P.A.

**Action Requested:**

Review 2009 audit

**Narrative:**

**Presented by:**

City Administrator, Mark Loughry

**Administration Recommendation:**

**Committee Recommendation:**

**Attachments:**

Cover letter dated August 19, 2010 from Lowenthal, Webb & Odermann, P.A. (1 page)

Auditor's Communication to those charged with Governance (2 pages)

Letter dated August 26, 2010 from Lowenthal, Webb & Odermann (1page)

Financial Statements (40 pages)

**Projector needed for this item?**

No

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# LOWENTHAL, WEBB & ODERMANN, P.A.

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David A. Lowenthal, CPA  
Patricia L. Webb, CPA  
Audrey M. Odermann, CPA

CERTIFIED PUBLIC ACCOUNTANTS

900 Massachusetts, Suite 301  
Lawrence, Kansas 66044-2868  
Phone: (785) 749-5050  
Fax: (785) 749-5061  
Website: www.lswwcpa.com

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Abram M. Chrislip, CPA  
Caroline H. Eddinger, CPA  
Grant A. Huddin, CPA  
Brian W. Nyp, CPA

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Members of American Institute  
and Kansas Society of  
Certified Public Accountants

Mayor and City Council  
City of Basehor, Kansas

In planning and performing our audit of the financial statements of Basehor, Kansas, as of and for the year ended December 31, 2009, we considered the City's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide an opinion on internal control.

However, during our audit, we became aware of a matter that is an opportunity for strengthening internal controls and operating efficiency. This letter does not affect our report dated August 19, 2010, on the financial statements of the City of Basehor, Kansas.

We will review the status of these comments during our next audit engagement. We have already discussed the comments and suggestions with various City personnel, and we will be pleased to discuss these comments in further detail at your convenience, to perform an additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized as follows:

1. During the audit we noted that supporting documentation is not attached to client prepared journal entries. We recommend that each journal entry have supporting documentation attached to the entry. We also recommend that an individual independent of the journal entry process review a complete list of journal entries and compare the journal entry support to the listing. Each journal entry should be signed off as approved by the independent staff member.
2. During the audit, in March 2010, we noted that payroll transactions for January and February 2010 had not been recorded in the City's general ledger system. We recommend that all payroll transactions be recorded in the general ledger system immediately upon receipt of the payroll reports from the payroll processing company. An individual independent of the payroll process should review the payroll journal entry for reasonableness and adequate supporting documentation.
3. During the audit, we noted that two of the twenty-five credit card transactions tested did not have any supporting receipt documentation. We recommend the City enforce the credit card policy requirement of supporting documentation for all charges and that an individual independent of the credit card charges should review and approve the supporting documentation for the individual charges.

This report is intended for the use of the mayor, city council and other members of management of Basehor, Kansas and should not be used by anyone other than these specified parties.

*Lowenthal, Webb & Odermann, P.A.*

August 19, 2010

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# LOWENTHAL, WEBB & ODERMANN, P.A.

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David A. Lowenthal, CPA  
Patricia L. Webb, CPA  
Audrey M. Odermann, CPA

CERTIFIED PUBLIC ACCOUNTANTS

900 Massachusetts, Suite 301  
Lawrence, Kansas 66044-2868  
Phone: (785) 749-5050  
Fax: (785) 749-5061  
Website: www.lswwcpa.com

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Abram M. Chnslip, CPA  
Caroline H. Eddinger, CPA  
Grant A. Huddin, CPA  
Brian W. Nyp, CPA

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Members of American Institute  
and Kansas Society of  
Certified Public Accountants

## AUDITOR'S COMMUNICATION TO THOSE CHARGED WITH GOVERNANCE

Mayor and City Council  
City of Basehor, Kansas

We have audited the financial statements of the City of Basehor, Kansas for the year ended December 31, 2009, and have issued our report thereon dated August 19, 2010. Professional standards require that we provide you with the following information related to our audit.

### Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated, September 8, 2009, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and to express an opinion about whether the financial statements are fairly presented, in all material respects, in accordance with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

As part of our audit, we considered the internal control of the City of Basehor, Kansas. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

### Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to management in our meeting about planning matters on February 25, 2010.

### Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City of Basehor, Kansas are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed for the year ended December 31, 2009. We noted no transactions entered into by the City of Basehor, Kansas, during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of accumulated depreciation is based on the straight-line method of depreciation. We evaluated the key factors and assumptions used to develop the accumulated depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

#### Corrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have been informed that management has corrected all such misstatements. In addition, some of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

#### Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 19, 2010.

#### Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of the accounting principles and auditing standards, with management each year prior to retention as the City of Basehor, Kansas's auditors. However, this discussion occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing our audit.

This information is intended solely for the use of the mayor, city council and management of the City of Basehor, Kansas, and is not intended to be and should not be used by anyone other than these specified parties.

*Lowenthal, Weh & Odemann, P.A.*

August 19, 2010

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# LOWENTHAL, WEBB & ODERMANN, P.A.

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CERTIFIED PUBLIC ACCOUNTANTS

900 Massachusetts, Suite 301  
Lawrence, Kansas 66044-2868  
Phone: (785) 749-5050  
Fax: (785) 749-5061  
Website: www.lswwcpa.com

David A. Lowenthal, CPA  
Patricia L. Webb, CPA  
Audrey M. Odermann, CPA

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Abram M. Chrislip, CPA  
Caroline H. Eddinger, CPA  
Grant A. Huddin, CPA  
Brian W. Nyp, CPA

-----  
Members of American Institute  
and Kansas Society of  
Certified Public Accountants

August 26, 2010

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

Dear Mark:

KSA 75-1124 requires that the City file one copy of the 2009 audited financial statements with the following agency by December 31, 2010 with a check for \$150 payable to the Division of Accounts and Reports:

Division of Accounts and Reports  
900 SW Jackson  
Room 351-S  
Topeka, KS 66612-1248

Please let me know if you have any questions.

Cordially,



Audrey M. Odermann, CPA

AMO:sg

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 6

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**Topic:**

The World Company (“Sunflower”) and Knology’s request for a transfer of cable franchise by the City of Basehor, KS.

**Action Requested:**

Approve Ordinance No. 576 adopting The World Company (“Sunflower”) and Knology request for a transfer of cable franchise by the City of Basehor, KS.

**Narrative:**

The World Company (“Sunflower”) has notified the City of Basehor their company has sold and is requesting a transfer of the current franchise agreement to Knology, the new owner of the company. Approval of this franchise transfer is required to finalize ownership of their company.

**Presented by:**

City Administrator, Mark Loughry

**Administration Recommendation:**

Approve Ordinance No. 576

**Committee Recommendation:**

**Attachments:**

Memo, Mark Loughry dated 9-7-10 (1 page)

Sunflower / Knology cover letter (2 pages)

Draft Ordinance No. 576 (2 pages)

Ordinance No. 421 (9 pages)

**Projector needed for this item?**

No

# Memo

**Date:** 9/7/2010  
**To:** Basehor City Council  
**Cc:** Mayor, Terry Hill  
**From:** Mark Loughry, City Administrator  
**RE:** Sunflower Broadband Franchise Agreement

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Council I have been notified by Sunflower Broadband that their company has sold and they are requesting the transfer of their current franchise agreement to the new owner of the company Knology Incorporated. There is a clause in the current franchise agreement that states "Grantee shall not transfer or assign its rights granted under this Ordinance without obtaining the prior consent of City. City shall not unreasonably withhold or delay such consent." Sunflower has asked that this be considered at the September meeting so they may finalize the transfer of ownership of their company. The existing franchise agreement calls for the maximum allowable fee of 5% and does not expire until 2018.

The City Attorney has reviewed all documents relating to the transfer of the franchise agreement and sees no reason why the City would not approve the proposed transfer as long as the current franchisee is not in default. Staff does not feel that the current franchisee is in default of this agreement and does recommend approval of the transfer of the franchise agreement from Sunflower Broadband to Knology Incorporated.

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



**KNOLGY**®

August 23, 2010

**Via Federal Express**

Tracking #793842664561

Katherine Renn  
City Clerk  
City of Basehor  
2620 N. 155th Street  
Basehor, KS 66007

**Re: The World Company d/b/a Sunflower Broadband ("Sunflower") and Knology of Kansas, Inc., a wholly-owned subsidiary of Knology, Inc. ("Knology"); Request for Transfer of Cable Franchise by City of Basehor, Kansas ("City").**

Dear Ms. Renn:

This letter provides notice of the pending sale by The World Company to Knology of the cable system serving your community. The transaction will include the transfer of Sunflower's cable franchises to Knology, including the cable franchise granted by the City. With this letter and the attached materials, Sunflower and Knology respectfully request the City's consent to the sale and transfer of the franchise.

**Knology**

Publicly-traded (NASDAQ: KNOL) and headquartered in West Point, Georgia, Knology is a leading provider of interactive communications and entertainment services. Like Sunflower, Knology has a rich history in the communications business, originating over 100 years ago as the Interstate and Valley Telephone Company.

Today, Knology's systems offer over 200 channels of digital cable, local and long distance digital telephone service, and broadband Internet access. Knology currently serves over 100 communities in eight states – Alabama, Florida, Georgia, Iowa, Minnesota, South Carolina, South Dakota, and Tennessee. Knology's networks pass over 930,000 homes, providing nearly 700,000 cable, telephone, and broadband connections. As a publicly-traded company, Knology makes extensive company and financial information readily available. For more information, see [www.knology.com](http://www.knology.com).

Knology recognizes that Sunflower has built a premier cable, telephone, and broadband business. Knology looks forward to continuing Sunflower's record of service and innovation.

**Enclosures**

To formally request consent to transfer the franchise, and to assist with the approval process, we attach:

- FCC Form 394: Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise (original and 2 copies), including ownership and contact information, a copy of the purchase agreement (confidential information redacted) and a copy of Knology's most recent SEC Form 10-K; and
- A proposed Ordinance approving the transfer.

**Request of Consent to Transfer Franchise**

We respectfully request the City place the transfer Ordinance on the agenda for the next available public meeting. Please notify the points of contact below so we can schedule company representatives to attend the meetings.

**The World Company**

Ralph Gage  
Director, Special Projects  
609 New Hampshire  
Lawrence, KS 66044  
(785) 832-7125  
[rgage@ljworld.com](mailto:rgage@ljworld.com)

**Knology**

Chad Wachter  
General Counsel  
1241 O.G. Skinner Drive  
West Point, GA 31833  
(706) 773-2663  
[chad.wachter@knology.com](mailto:chad.wachter@knology.com)

Please direct any questions you have about the Form 394 to our attention.

Thank you for your consideration. We appreciate your assistance in this matter, and we look forward to working with you.

Sincerely,



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Name: Dan Simons  
Title: President, Electronics Division  
The World Company



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Name: Chad Wachter  
Title: General Counsel  
Knology, Inc.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE TRANSFER OF THE CABLE TELEVISION FRANCHISE GRANTED BY THE CITY OF BASEHOR, KANSAS IN ORDINANCE NO. 421.**

**FINDINGS**

- A. The City of Basehor, Kansas ("City"), has received a request from The World Company, d/b/a Sunflower Broadband ("Sunflower"), to assign to Knology of Kansas, Inc. ("Knology") the cable television franchise granted Sunflower under City Ordinance No. 421 ("Franchise").
- B. The Franchise requires that Sunflower obtain the City's prior consent for the assignment of the Franchise by Sunflower to Knology.
- C. Sunflower and Knology have properly requested the City's consent to the assignment and transfer of the Franchise and related assets to Knology.
- D. To the City's knowledge, Sunflower has fulfilled its obligations under the Franchise.
- E. Knology has the financial, technical, and legal ability to fulfill the obligations of the Franchise, and the assignment of the Franchise to Knology will serve the public interest.

**ORDINANCE**

Based on the above findings, the City Council ordains as follows:

- 1. Sunflower is in material compliance with its obligations under the Franchise, and the City has no knowledge of any breach or default by Sunflower under the Franchise.
- 2. The City consents to the transfer of the Franchise to Knology and all of Sunflower's rights, title, powers, and privileges in and under the Franchise and related assets.
- 3. Upon the closing of the sale of Sunflower's cable system to Knology ("Closing"), Knology shall become bound by the Franchise and shall perform and discharge all obligations and duties under the Franchise that arise on and after the Closing.
- 4. Upon Closing, the City releases Sunflower from all obligations and liabilities under the Franchise that relate to periods from and after the Closing.
- 5. The City consents to the granting by Knology of a security interest in the Franchise for the purposes of securing financing.

Passed and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2010

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Terry Hill  
Mayor

ATTEST:

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Katherine Renn  
City Clerk

## ORDINANCE NO. 421

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO THE WORLD COMPANY dba SUNFLOWER BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF BASEHOR, KANSAS; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

### FINDINGS

Following the review of Grantee's renewal proposal and past performance, and after receiving the comments of interested parties at a public hearing, the City Council makes the following findings:

- A. Grantee has the technical, legal and financial ability to fulfill the obligations of this Ordinance;
- B. Grantee's plans for constructing, upgrading, and operating the Cable System meet or exceed the community's cable-related needs and interests, taking into account the costs; and
- C. Renewing Grantee's franchise under the terms and conditions of this Ordinance will serve the public interest.

### Section 1. Definitions.

1. Definitions. When used in this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory. The word "may" is discretionary.
  - a. "Cable Service" means:
    - (1) The one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and
    - (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
  - b. "Cable System" means a facility located within the City, consisting of a set of closed transmission paths and associated signal

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generation, reception, and control equipment that is designed to provide Cable Service to multiple subscribers within the City.

- c. "City" means the City of Basehor.
- d. "Council" means the governing body of City.
- e. "Facilities" shall mean any reception, processing, distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, and related facilities maintained by Grantee in the Streets.
- f. "FCC" means the Federal Communications Commission.
- g. "Franchise" shall mean the rights granted to Grantee under this Ordinance to construct and operate the Cable System and to provide Cable Services and other services as permitted by applicable law.
- h. "Grantee" means The World Company, dba Sunflower Broadband, and its permitted successors.
- i. "Gross Revenues" means all revenue derived from the operation of the Cable System to provide Cable Service in the City. The term Gross Revenues shall not include franchise fees, advertising revenues, late fees, any fees itemized and passed through as a result of franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- j. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- k. "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the City.
- l. "Subscriber" means any Person who lawfully receives Cable Service.

## **Section 2. Grant of Authority.**

1. Grant of Nonexclusive Authority. City grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and City may grant franchises to other Persons. Any additional franchises shall contain the same substantive terms and conditions as this Franchise.
2. Rules of Grantee. The Grantee shall have the authority to promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Ordinance.

## **Section 3. Franchise Term.**

The Franchise granted under this Ordinance commences upon approval by the City Council and acceptance by Grantee and shall continue for 15 years, unless renewed, revoked or terminated sooner. So long as Grantee remains in material compliance with the provisions of this Ordinance, Grantee, at its option, may extend the term for an additional five years by providing notice to City during the last 24 months of the initial term.

## **Section 4. Conditions of Street Occupancy.**

1. Location of Facilities. Grantee shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
2. Construction Codes and Permits. Grantee shall obtain all necessary permits from City before commencing any construction, upgrade or extension of the Cable System, including the opening or disturbance of any Street.
3. Repair of Streets and Property. Grantee, at its expense, shall promptly restore any Street, public property, or private property damaged by Grantee during the construction, repair, maintenance or reconstruction of the Cable System.
4. Public Projects. After reasonable prior notice, Grantee, at its expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, or other public improvements by City.

5. Building Movement. Upon request of any Person holding a moving permit issued by City and after reasonable prior notice, Grantee shall temporarily move its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
6. Tree Trimming. Grantee may trim any trees in or overhanging the Streets, alleys, sidewalks, or public easements of City as necessary to protect Grantee's Facilities.
7. Undergrounding of Cable. In all areas of City where all other utility lines are placed underground, Grantee shall construct and install its Facilities underground. In any area of City where one or more other public utilities are installed aerially, Grantee may construct and install its Facilities aerially.
8. Compliance with Construction Codes. Grantee shall install and maintain its Facilities in compliance with the applicable construction and safety codes in effect at the time of the installation of the applicable Facility.

#### **Section 5. Cable System Operations and Safety.**

1. Technical Standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
2. Test Reports and Regulatory Filings. Upon request by City, Grantee shall provide City with copies of: (i) reports of any FCC required test of the Cable System; and (ii) any filings with regulatory authorities related to the operation of the Cable System within the City.
3. Safety Requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.

#### **Section 6. System upgrade.**

Grantee shall upgrade the current Cable System to a minimum capacity of 750 MHz and 75 analog or digital channels as provided in this Section.

1. System design. The upgraded Cable System shall utilize a hybrid fiber-coaxial architecture designed with the capability to transmit return signals upstream. Grantee may develop, construct and operate the upgraded Cable System to provide Cable Services and non-cable services such as cable modem services, telecommunications services, and other competitive services as permissible under applicable law. Grantee may

activate and offer such other services in response to consumer and business demand.

2. Upgrade timetable. Grantee shall complete the upgrade as follows:
  - a. In areas of the City not currently served by Grantee and where Grantee installs new Facilities, Grantee shall install upgraded Facilities underground as described in this Section.
  - b. The Grantee shall upgrade its Facilities serving the immediately surrounding commercial developments at the intersection of 158 Street and US 24/40 to provide Cable Modem services within 12 months of the effective date of this Ordinance.
  - c. In all subdivisions and areas of the City currently served by Grantee and where Grantee serves more than 50% of the occupied households, Grantee shall install upgraded Facilities as described in this Section within 24 months of the effective date of this Ordinance.
  - d. In areas of the City currently served by Grantee and where Grantee serves less than 50% of occupied households, Grantee shall install upgraded Facilities as described in this Section within 48 months of the effective date of this Ordinance.

#### **Section 7. Service Obligations and System Extension.**

1. Service to Subscribers. Grantee shall provide Cable Services without discrimination to all Persons who request such services and who comply with Grantee's terms and conditions of service. Grantee is not obligated to extend service to residences beyond 300 feet from Grantee's existing Facilities or 500 feet from Commercial Properties.
2. Extension of Cable System. Grantee shall extend its Facilities to areas of the City with an average 25 residences per additional mile of cable. Grantee, at its reasonable discretion, may extend its Facilities to areas of the City with less than an average of 25 residences per additional mile of cable.

#### **Section 8. Public, Educational and Governmental Access.**

1. Service to Public Buildings and Schools. Grantee shall provide a service drop and basic Cable Service to each City building, police station, fire station, and public and private school passed by the Cable System, with additional service drops to be provided at the cost of labor and material.

2. Channel Access for School District of Bashor-Linwood 458 and city channel. During the term of the Franchise granted under this Ordinance, Grantee shall continue to make available to the School District of Basehor-Linwood the existing channel access under mutually agreed upon terms and conditions.

### **Section 9. Customer Service and Rates.**

1. Subscriber Inquiries. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a 24 hour-a-day, seven days-a-week basis. Grantee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.
2. Rates. Grantee shall maintain with the City Clerk a currently schedule of rates and services. Grantee shall provide the City and Subscribers with 30 days written notice of changes to Cable Services or rates.

### **Section 10. Franchise Fee.**

Grantee shall pay to City an annual franchisee fee in an amount equal to five percent (5%) of Gross Revenues. For each year, Grantee shall deliver the payment to City on or before January 31 of the following year. Following reasonable prior notice, City may inspect Grantee's books, records, and reports to verify franchise fee calculations and payments.

### **Section 11. Insurance and Indemnification**

1. Insurance. During the term of the Franchise granted under this Ordinance, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
  - a. One Million Dollars (\$1,000,000) for personal injury or death of any one Person;
  - b. Three Million Dollars (\$3,000,000) for personal injury or death of two or more Persons in any one occurrence;
  - c. One Million Dollars (\$1,000,000) for property damage to any one person; and
  - d. Three Million Dollars (\$3,000,000) for property damage resulting from any one act or occurrence.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30 days' advance written notice to City.

2. Indemnification. During the term of the Franchise granted under this Ordinance, Grantee shall indemnify and hold harmless City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees), which may arise out of or be in any way connected with the construction, installation, operation, maintenance of the Cable System.

## **Section 12. Transfer of Franchise.**

Grantee shall not transfer or assign its rights granted under this Ordinance without obtaining the prior consent of City. City shall not unreasonably withhold or delay such consent. Consent of City shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common ownership or control with Grantee.

## **Section 13. Franchise Extension and Renewal.**

1. Extension. Beyond the term provided in Section 3, City and Grantee may extend by mutual agreement the term of the Franchise granted under this Ordinance, and the existing terms and conditions of this Ordinance shall govern the extended term.
2. Renewal. Any renewal of the Grantee's Franchise shall be done in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

## **Section 14. Noncompliance - Penalties and Revocation.**

In case of material noncompliance with any provision of this Ordinance, City may terminate the Franchise granted under this Ordinance in accordance with the procedures in this section.

1. Notice of complaint. City shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.
2. Opportunity to cure. Grantee shall have 60 days from receipt of written notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the 60-day period, the City shall provide Grantee with written notice withdrawing the complaint.
3. Public hearing. If Grantee fails to cure the alleged noncompliance within the 60-day cure period, or if Grantee provides City with written notice disputing the complaint, and the parties fail to otherwise resolve the

matter, the City shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to City Council all evidence relevant to Grantee's defense. At the conclusion of the public hearing, the City Council may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.

4. Termination. The City Council may, after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Grantee. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Ordinance while the case is pending.
5. Force Majuere. Grantee's failure to comply with any provision of this Ordinance shall not constitute noncompliance when such failure is due to circumstances beyond Grantee's control, including, without limitation, acts of God, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
6. Removal of Facilities. Upon expiration or termination of the Franchise, Grantee has the right to remove its Facilities within a reasonable time, after such expiration or termination.

#### **Section 15. Notices.**

Notices under this Ordinance shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To City:                      City of Basehor  
   Attn: City Clerk  
   P. O. Box 406  
   2620 N. 155<sup>th</sup> St.  
   Basehor, KS 66007

To Grantee:                    Sunflower Broadband  
   1 Riverfront Plaza  
   Suite 301  
   Lawrence, Kansas 66044  
   Attn: General Manager

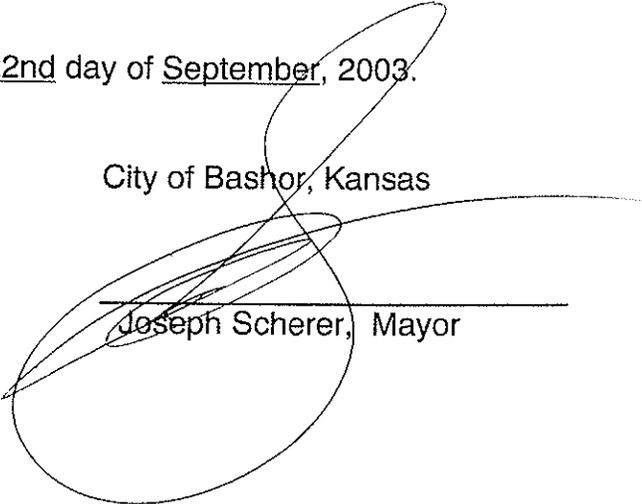
A party may designate other addresses for providing notice by providing notice in writing of such addresses.

**Section 16. Effective Date and Acceptance**

This Ordinance shall become effective upon publication of any required notice in the official City paper and after Grantee files a letter of acceptance with the City Clerk.

Passed and adopted this 22nd day of September, 2003.

City of Bashor, Kansas

  
\_\_\_\_\_  
Joseph Scherer, Mayor



  
\_\_\_\_\_  
Mary A. Mogle, CMC City Clerk

City of Basehor  
Agenda Item Cover Sheet

Agenda Item No. 7

**Topic:**

Consider monetary reimbursement to George and Cynthia Smith for the concrete pad removed from their property during the construction of 150<sup>th</sup> Street Project.

**Action Requested:**

Approve the settlement and release agreement.

**Narrative:**

During the construction of 150<sup>th</sup> Street (Craig to Parallel) in 2009, a concrete pad was removed from the Smith property. This was brought to staff's attention in early August 2010. Per plan, the pad was not to be removed. During the tree removal operation the pad was removed due to large roots underneath the pad. The removal of the pad would consist of a change order between the contractor and the City. Since, the contractor has no crews on site, staff concluded it would be more economical to pursue three quotes to complete the work. The lowest bid was four thousand and twenty-eight dollars (\$4028.00)

On August 13<sup>th</sup>, the property owner requested the replacement concrete pad to be located away from the original location outside the City's temporary easement. To meet this request a settlement and release agreement would have to be in place and approved by the City Council. The proposed agreement would release the City of any obligations to the 22'x22' concrete pad, the property owners would be paid four thousand and twenty-eight dollars (\$4028.00), and would release the City of it's obligations in replacing the pad. If the agreement is not approved, the concrete pad will be placed close to the original location without monetary consideration to the property owners.

**Presented by:**

Mitch Pleak, City Engineer

**Administration Recommendation:**

**Committee Recommendation:**

**Attachments:**

Memo Mitch Pleak 8.31.10 (1 page)  
Settlement and Release Agreement (2 pages)  
Plan Sheet (1 page)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Mark Loughry  
**From:** Mitch Pleak  
**Date:** 9.2.10  
**Re:** 150<sup>th</sup> Street Project – Smith’s Concrete Pad.

---

During the construction of 150<sup>th</sup> Street (Craig to Parallel) in 2009, a concrete pad was removed from George and Cynthia Smith’s property. The concrete pad was located near the southwest corner of the property. The contracted plans did not call out for the pad to be removed during construction. The property owner brought this to staff’s attention last month. Staff did meet with MHS to discuss the issue and found during the construction, the trees near the pad were removed to meet the proposed grading. When the trees were removed, the tree roots lifted and broke the pad. Typically, this would result in a change order between the City and Contractor because the pad was not planned to be removed. Currently, there are no concrete crews out on site. Staff concluded that it would more economical to request bids from three different contractors to replace the pad and forgo a change order with the current contractor. The lowest bid to replace the concrete pad is four thousand and twenty-eight dollars (\$4028).

On August 13<sup>th</sup>, the property owner requested from staff to relocate the concrete pad to a different location outside the temporary construction limits. Staff has concluded in order to place the concrete pad outside the temporary construction limits a settlement and release agreement would need to be approved. The proposed agreement, if approved, would release the City of any obligations to the 22’x22’ concrete pad and the property owner would be paid four thousand and twenty-eight dollars (\$4028). If the agreement is not approved, the concrete pad will be placed close to the original location and no monetary amount will be paid to the property owner.

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is executed by THE CITY OF BASEHOR, KANSAS (hereinafter referred to as "the City") and George T. and Cynthia A. Smith (Husband and Wife) (hereinafter referred to as "Landowner") on the \_\_\_\_\_ day of September 2010.

1. **Background.** During the construction of 150<sup>th</sup> Street project, a 22'x22' concrete slab was removed from George and Cynthia Smith's property. The City and Landowner desire to resolve all matters arising out of such removal, and any and all damages or claims arising therefrom, whether known or unknown.
2. **Payment.** The City shall make a check payable to Landowner in the amount of four thousand twenty-eight dollars (\$4028.00) as consideration for this Settlement Agreement and Release. By signing below, Landowner agrees they have received adequate consideration for entering into this Settlement Agreement and Release. The payment of four thousand twenty-eight dollars (\$4028.00) shall be made within ten (10) days after the signed Settlement Agreement and Release is delivered to the City and signed by the Mayor after approval by the City Council.
3. **Mutual Release.** In consideration of the payment referred to hereinabove, and in consideration of the releases, covenants and promises set forth in this Settlement Agreement and Release, the sufficiency of which the parties acknowledge, the parties for themselves, successors and assigns expressly release each other and each other party's successors and assigns who are or might be liable, none of whom admit any liability but expressly deny any liability whatsoever from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the removal of the 22'x22' concrete slab, including all claims raised or that could have been raised by either party, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.
4. **Denial of Liability.** The parties enter into this Agreement to resolve a disputed claim and nothing stated in it shall be construed as an admission of liability by any party. This Agreement shall forever settle, adjust or discharge any and all claims which the parties may have against each other arising from the actions or inactions of the parties described in this Agreement, and each party shall pay its own costs and attorney's fees.
5. **Entire Agreement.** This Agreement contains the entire understanding among the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade

inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signed by the parties.

6. **Voluntary Agreement.** The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they fully understand this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

7. **Duplicates.** The parties acknowledge that they will execute two duplicate originals of this Agreement.

**THE CITY OF BASEHOR, KANSAS**

By: \_\_\_\_\_  
Terry Hill, Mayor, with consent of the  
majority of the City Council

ATTEST:

By: \_\_\_\_\_  
Kathy Renn, Interim/Asst. City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrick G. Reavey, City Attorney

George T. Smith

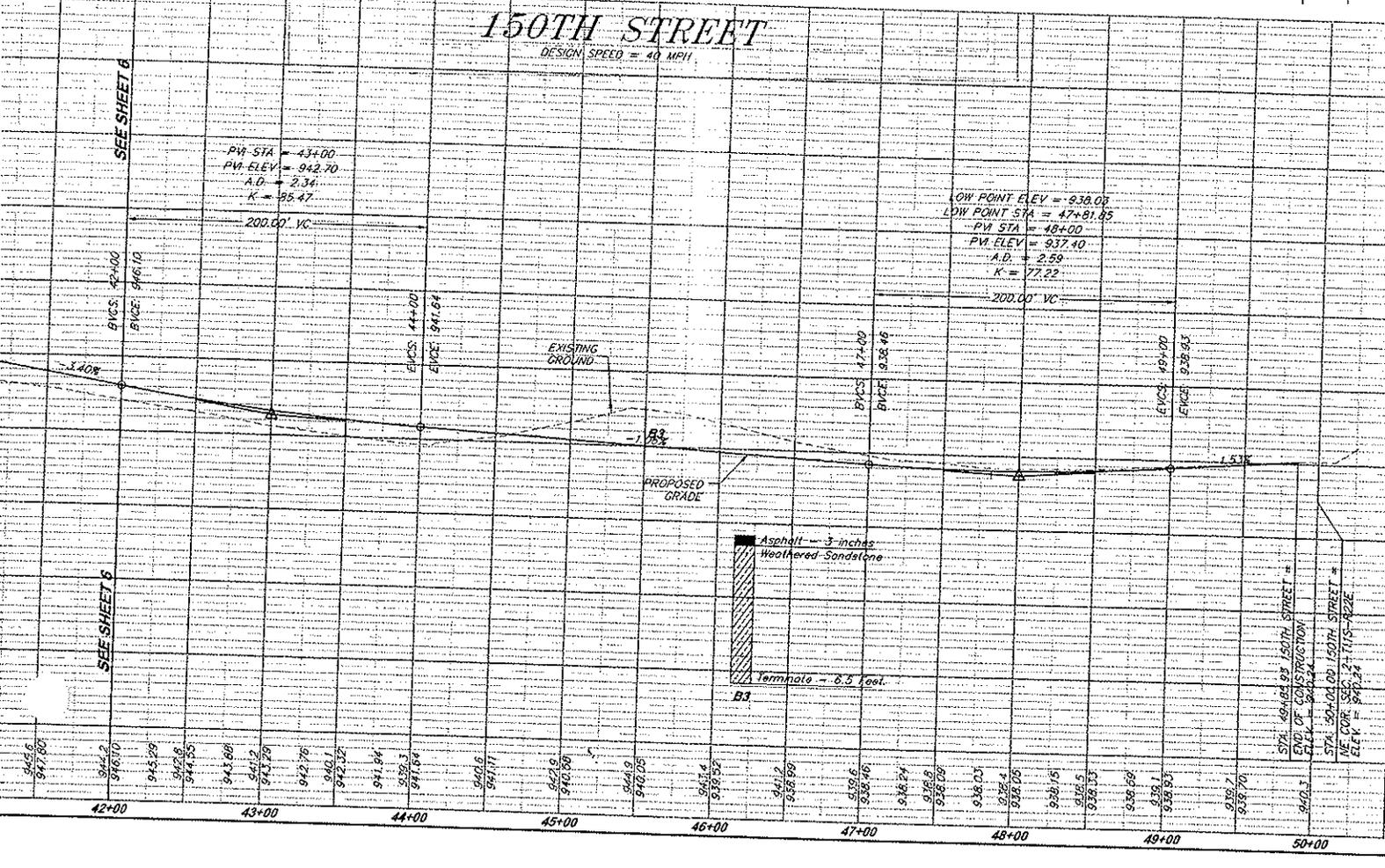
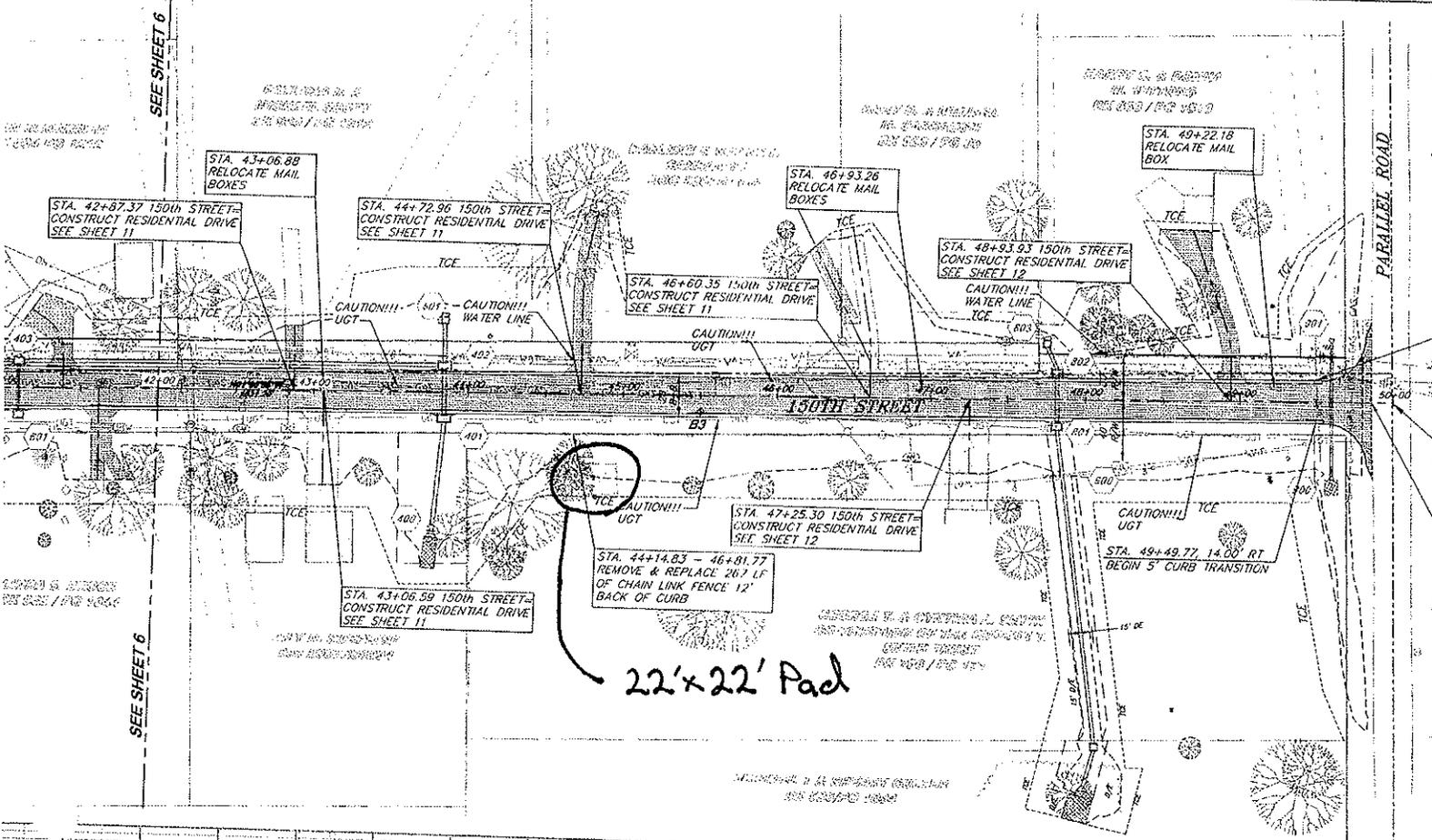
Cynthia A. Smith

By: George T. Smith

By: Cynthia A. Smith

Date: Aug 31, 2010

Date: Aug. 31, 2010



# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Mark Loughry  
**From:** Mitch Pleak  
**Date:** 8.31.10  
**Re:** 150<sup>th</sup> Street Project – Smith's Tree Agreement.

---

On March 18, 2009, the City of Basehor signed an agreement with George and Cindy Smith regarding twelve (12) trees removed, per plan, during the construction of 150<sup>th</sup> Street (Parallel to Craig). The agreement consisted of furnishing 12 trees (3-inch caliper) to replace the trees removed on the project.

The property owner has proposed a monetary agreement in exchange to furnishing the 12 trees (3-inch caliper). The agreement will allow reimbursing the property owner three hundred dollars (\$300) per tree for a total of three thousand six hundred dollars (\$3600). The agreement would release the City from all obligations associated with the 12 trees (3-inch caliper). Staff concludes that this agreement is fair and reasonable. If the agreement is not approved by the City Council, staff will move forward with the original agreement.

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is executed by THE CITY OF BASEHOR, KANSAS (hereinafter referred to as "the City") and George T. and Cynthia A. Smith (Husband and Wife) (hereinafter referred to as "Landowner") on the \_\_\_\_\_ day of September 2010.

1. **Background.** On March 18, 2009, an agreement was made between the City of Basehor and George and Cynthia Smith regarding 12 trees removed from their property during construction. The City agreed to replace the removed twelve (12) trees with twelve (12) (3-inch caliper) trees. The City and Landowner desire to resolve all matters arising out of the error, and any and all damages or claims arising therefrom, whether known or unknown.

2. **Payment.** The City shall make a check payable to Landowner in the amount of three thousand six hundred dollars (\$3600.00) as consideration for this Settlement Agreement and Release. By signing below, Landowner agrees they have received adequate consideration for entering into this Settlement Agreement and Release. The payment of three thousand six hundred dollars (\$3600.00) shall be made within ten (10) days after the signed Settlement Agreement and Release is delivered to the City and signed by the Mayor after approval by the City Council.

3. **Mutual Release.** In consideration of the payment referred to hereinabove, and in consideration of the releases, covenants and promises set forth in this Settlement Agreement and Release, the sufficiency of which the parties acknowledge, the parties for themselves, successors and assigns expressly release each other and each other party's successors and assigns who are or might be liable, none of whom admit any liability but expressly deny any liability whatsoever from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the error in removing twelve (12) (3-inch caliper) trees, including all claims raised or that could have been raised by either party, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.

4. **Denial of Liability.** The parties enter into this Agreement to resolve a disputed claim and nothing stated in it shall be construed as an admission of liability by any party. This Agreement shall forever settle, adjust or discharge any and all claims which the parties may have against each other arising from the actions or inactions of the parties described in this Agreement, and each party shall pay its own costs and attorney's fees.

5. **Entire Agreement.** This Agreement contains the entire understanding among the parties with respect to its subject matter, and supersedes all other prior and contemporaneous

agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signed by the parties.

6. **Voluntary Agreement.** The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they fully understand this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

7. **Duplicates.** The parties acknowledge that they will execute two duplicate originals of this Agreement.

**THE CITY OF BASEHOR, KANSAS**

By: \_\_\_\_\_  
Terry Hill, Mayor, with consent of the  
majority of the City Council

ATTEST:

By: \_\_\_\_\_  
Kathy Renn, Interim/Asst. City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrick G. Reavey, City Attorney

George T. Smith

Cynthia A. Smith

By: George T. Smith

By: Cynthia A. Smith

Date: Aug. 31, 2010

Date: Aug. 31, 2010



# The City of Basehor

March 18, 2009

Agreement between the City of Basehor and George and Cindy Smith regarding issues associated with the 150<sup>th</sup> Street project, added as clarification to the construction drawings approved by the City of Basehor.

The City agrees to the following:

1. 24" drainage culvert to be located under the front yard (north of house) and extended beyond the east property line. The septic company should be able to look at the drainage line and elevations on the plans to determine what will work.
2. Per the City's conversation with MHS Engineering on 3/4/09, the drawings have been changed to indicate a concrete driveway.
3. The City agrees to pay for one half of the total cost of moving the pear tree, total cost not to exceed \$400. The property owner will submit the invoice to the City for reimbursement.
4. The engineer will change the slope of the yard from 3:1 to 4:1 between stations 45+00 and 46+00.
5. The fence will be installed by the contractor for the project to meet specifications of the plan; 12 feet back of curb. Per the City's conversation with MHS Engineering on 3/4/09, the notation on the drawings indicating "split rail" has been changed to "chain link".
6. Fixtures will be 'removed and reset', meaning the same fixtures will be reset. The engineers will note the location of the electric outlet boxes and will verify the water hydrant connection.
7. The 12 removed trees will be replaced with 3-inch caliper trees at a location to be determined after the electric overhead power lines are installed. The type of trees will be limited to types recommended on a Kansas State University extension brochure "Preferred Trees for Northeast Kansas."

Carl E. Slaugh      March 18, 2009  
 Carl E. Slaugh      Date  
 City Administrator

George T. Smith      3-18-2009  
 George T. Smith      Date  
Cynthia A. Smith  
 CYNTHIA A. SMITH

City of Basehor  
Agenda Item Cover Sheet

Agenda Item No. 8

**Topic:**

Consider monetary reimbursement to George and Cynthia Smith for the agreement of furnishing twelve (12) (3-inch caliper) trees to replace the trees removed from their property during the construction of 150<sup>th</sup> Street Project.

**Action Requested:**

Approve the settlement and release agreement.

**Narrative:**

On March 18, 2009, the City of Basehor signed an agreement with George and Cindy Smith regarding twelve (12) trees removed, per plan, during the construction of 150<sup>th</sup> Street (Parallel to Craig). The agreement consisted of furnishing 12 trees (3-inch caliper) to replace the removed trees on the project.

The property owner has proposed a monetary agreement in exchange to furnishing the 12 trees (3-inch caliper). The agreement will allow reimbursing the property owner three hundred dollars (\$300) per tree for a total of three thousand six hundred dollars (\$3600). The agreement would release the City from all obligations associated with the 12 trees (3-inch caliper). Staff concludes that this agreement is fair and reasonable. If the agreement is not approved by the City Council, staff will move forward with the original agreement.

**Presented by:**

Mitch Pleak, City Engineer

**Administration Recommendation:**

**Committee Recommendation:**

**Attachments:**

Memo Mitch Pleak 8.31.10 (1 page)  
Settlement and Release Agreement (2 pages)  
Original Agreement 3.18.09 (1 page)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Mark Loughry  
**From:** Mitch Pleak  
**Date:** 8.31.10  
**Re:** 150<sup>th</sup> Street Project – Smith’s Tree Agreement.

---

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1. **Background.** On March 18, 2009, an agreement was made between the City of Basehor and George and Cynthia Smith regarding 12 trees removed from their property during construction. The City agreed to replace the removed twelve (12) trees with twelve (12) (3-inch caliper) trees. The City and Landowner desire to resolve all matters arising out of the error, and any and all damages or claims arising therefrom, whether known or unknown.
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7. **Duplicates.** The parties acknowledge that they will execute two duplicate originals of this Agreement.

**THE CITY OF BASEHOR, KANSAS**

By: \_\_\_\_\_  
Terry Hill, Mayor, with consent of the  
majority of the City Council

ATTEST:

By: \_\_\_\_\_  
Kathy Renn, Interim/Asst. City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrick G. Reavey, City Attorney

George T. Smith

Cynthia A. Smith

By: George T. Smith

By: Cynthia A. Smith

Date: Aug. 31, 2010

Date: Aug. 31, 2010



# The City of Basehor

March 18, 2009

Agreement between the City of Basehor and George and Cindy Smith regarding issues associated with the 150<sup>th</sup> Street project, added as clarification to the construction drawings approved by the City of Basehor.

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Carl E. Slaugh      March 18, 2009  
 Carl E. Slaugh      Date  
 City Administrator

George T. Smith      3-18-2009  
 George T. Smith      Date  
Cynthia A. Smith  
 CYNTHIA A. SMITH

City of Basehor  
Agenda Item Cover Sheet

---

Agenda Item No. 9

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**Topic:**

Consider 2010 Pavement Management Project.

**Action Requested:**

Approve 2010 Pavement Management Project.

**Narrative:**

Seven streets and one alternate have been selected by Staff to be completed under the 2010 pavement management program. The selections follow suit with the pavement condition index completed in 2008. The project will be paid from the consolidated highway fund (10-000-849 Street Improvements). The project is estimated at the budgeted amount of \$175,000 with a 20% contingency.

Staff is requesting that 2010 pavement project be approved and to authorize the City Administrator and/or Mayor to award the project to the lowest bidder, once contractor's qualifications/references are checked.

Proposed project schedule:

- 9/20/10 – City Council takes action.
- 9/21/10 – Project is let for bid.
- 10/1/10 – Bid opening.
- 10/11/10 – Commence construction of the project.
- 10/29/10 – Project completion deadline.

**Presented by:**

Mitch Pleak, City Engineer and Gene Myracle, City Superintendent

**Administration Recommendation:**

**Committee Recommendation:**

**Attachments:**

Memo Mitch Pleak 9.1.10 (1 page)  
Layout of Projects 9.1.10 (1 page)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Mark Loughry  
**From:** Mitch Pleak  
**Date:** 9.1.10  
**Re:** 2010 Pavement Management Project.

---

2010 will be the third year the pavement management program is implemented for the City of Basehor. Staff has reviewed the pavement condition index, completed streets, and forecasting the 2011 pavement management program. The proposed street improvements for 2010 are:

- Crestwood Drive (Walnut Street to 155<sup>th</sup> Terrace).
- Elm Street/155<sup>th</sup> Terrace (155<sup>th</sup> Street to Walnut Court).
- Willow Drive (158<sup>th</sup> Street to 156<sup>th</sup> Terrace).
- 157<sup>th</sup> Street (Willow Drive to Hickory Street).
- 156<sup>th</sup> Terrace (Willow Drive to Hickory Street).
- 156<sup>th</sup> Street (Poplar Street to 261' north of Poplar Street).
- Intersection of 154<sup>th</sup> Terrace and Rickel Drive.
- Alternate – Curb Replacement at Pin Oak Drive and Poplar Street.

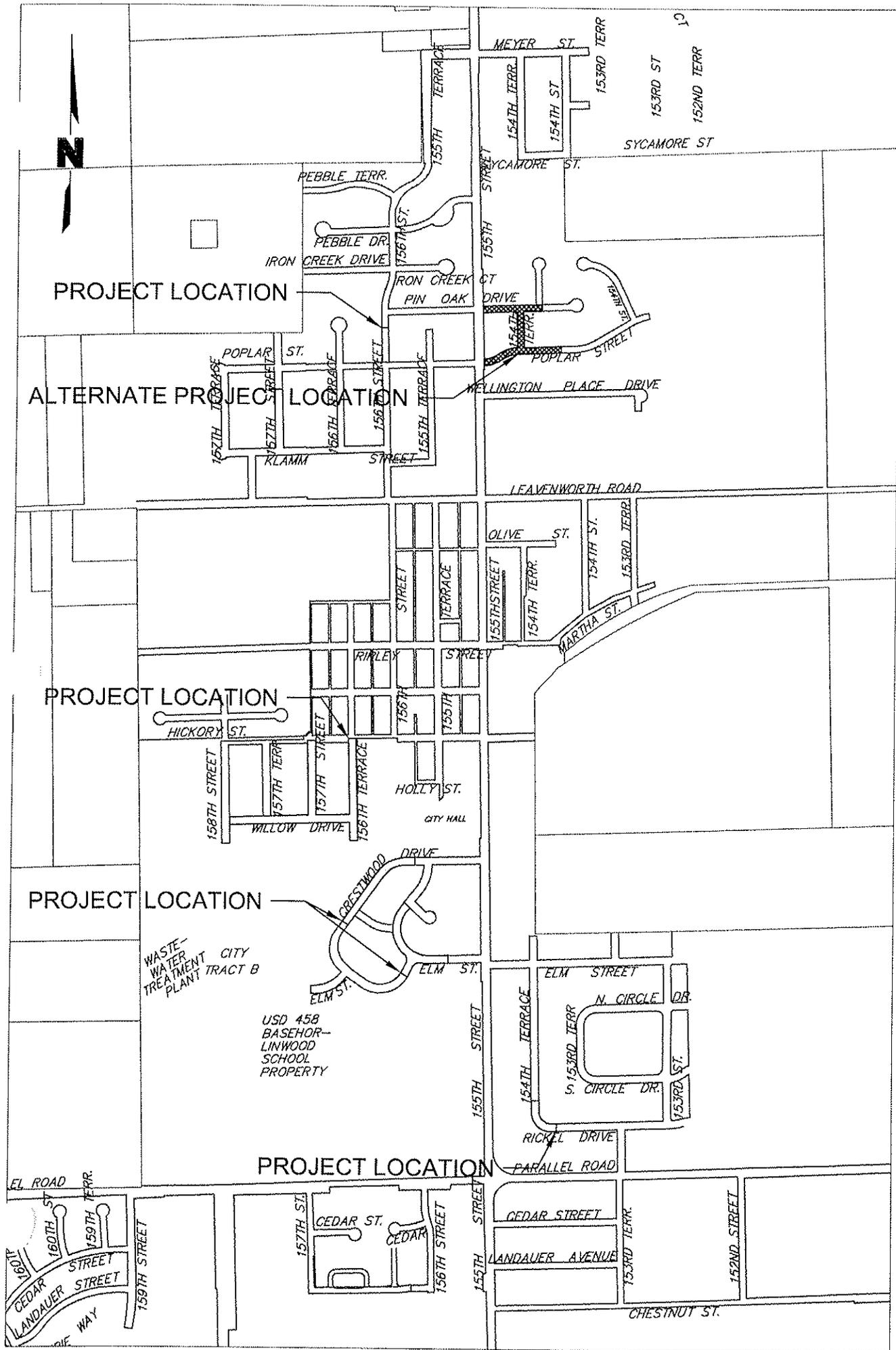
The project will be paid from the consolidated highway fund (10-000-849 Street Improvements). The proposed 2010 pavement management project is estimated at the budgeted amount of \$175,000 with a 20% contingency.

Staff is requesting that 2010 pavement project be approved and to authorize the City Administrator and/or Mayor to award the project to the lowest bidder, once contractor's qualifications and references are checked.

**Proposed project Schedule:**

- 9/20/10 – City Council takes action.
- 9/21/10 – Project is let for bid.
- 10/1/10 – Bid opening.
- 10/11/10 – Commence construction of the project.
- 10/29/10 – Project completion deadline.

A full size set of plans will be available for review at City Hall.



PROJECT LOCATION

ALTERNATE PROJECT LOCATION

PROJECT LOCATION

PROJECT LOCATION

PROJECT LOCATION

WASTE-WATER TREATMENT PLANT TRACT B

USD 458 BASEHOR-LINWOOD SCHOOL PROPERTY



160TH ST  
159TH ST  
CEDAR STREET  
LANDAUER STREET  
159TH STREET

157TH ST  
CEDAR ST.  
CEDAR STREET  
156TH STREET  
155TH STREET

154TH TERRACE  
153RD TERR.  
152ND STREET  
CEDAR STREET  
LANDAUER AVENUE  
153RD TERR.  
152ND STREET  
CHESTNUT ST.

OLIVE ST.  
155TH STREET  
154TH TERR.  
154TH ST.  
153RD TERR.  
MARTHA ST.

158TH STREET  
157TH TERR.  
157TH STREET  
156TH TERRACE  
156TH ST.  
155TH TERRACE  
155TH STREET  
HICKORY ST.  
WILLOW DRIVE  
RIPLEY STREET  
HOLLY ST.  
CITY HALL

157TH TERRACE  
157TH STREET  
156TH TERRACE  
156TH STREET  
155TH TERRACE  
155TH STREET  
KLAMM STREET

MEYER ST.  
154TH TERR.  
154TH ST.  
153RD TERR.  
153RD ST.  
152ND TERR.  
SYCAMORE ST.

PEBBLE TERR.  
PEBBLE DR.  
IRON CREEK DRIVE  
IRON CREEK CT  
PIN OAK DRIVE  
154TH TERR.  
POPLAR STREET  
WELLINGTON PLACE DRIVE  
LEAVENWORTH ROAD

Check Register Report

Date: 08/09/2010  
 Time: 2:24 PM  
 Page: 1

City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
17988	08/09/2010	Printed	COMMERCE	COMMERCE PURCHASING CARD	JUNE 2010 CHARGES	
			12087	01-004-761		190.00
			12087	09-010-775		11,026.08
			12087	05-009-804		732.37
			12087	05-009-803		11.95
			12087	05-009-777		86.73
			12087	05-009-774		72.19
			12087	05-009-762		517.94
			12087	05-009-761		9.49
			12087	05-009-757		131.49
			12087	01-017-803		51.85
			12087	01-011-813		647.58
			12087	01-008-803		127.13
			12087	01-008-792		183.04
			12087	01-005-803		179.76
			12087	01-005-797		5,011.25
			12087	01-005-757		359.24
			12087	01-005-754		153.00
			12087	01-004-803		233.80
			12087	01-004-801		183.24
			12087	01-004-774		176.44
			12087	01-004-759		124.08
			12087	01-003-781		50.88
			12087	01-002-804		762.81
			12087	01-002-803		301.77
			12087	01-002-761		105.96
			12087	01-001-803		55.43
			12087	01-001-781		77.89
			12087	01-001-760		329.00
					Check Amount	21,892.39
17989	08/09/2010	Printed	KS TREASUR	KANSAS STATE TREASURER	PRINCIPAL DUE/GO BOND 04-05	
			12089	08-000-860		330,000.00
					Check Amount	330,000.00
17990	08/09/2010	Printed	WRIGHT EX	WRIGHT EXPRESS	JUNE FUEL INVOICE	
			12088	01-004-804		2,833.98
			12088	01-002-804		39.05
			12088	01-017-804		101.38
					Check Amount	2,974.41
Total Checks:				3	Bank Total(excluding void checks):	354,866.80
Total Checks:				3	Grand Total(excluding void check):	354,866.80

F8PB 400027521  
 (\$330,000.00)

*Mark Loughry* 8-11-10  
 Mark Loughry Date  
 City Administrator  
*Kristi Olson* 8/9/10  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

Date: 08/13/2010  
 Time: 9:16 AM  
 Page: 1

City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
17991	08/13/2010	Printed	ADVANCE PE	ADVANCE PEST CONTROL	PEST CONTROL/CITY PARK,WWTF	
			12090	01-008-799		27.50
			12090	05-009-799		94.30
					Check Amount	121.80
17992	08/13/2010	Printed	ATMOS ENER	ATMOS ENERGY	UTILITY SERVICES	
			12091	01-005-752		83.23
					Check Amount	83.23
17993	08/13/2010	Printed	BASEHOR AW	BASEHOR AWARDS & TROPHIES	NAME PLATE/KRISTI OLSON	
			12092	01-001-803		8.75
					Check Amount	8.75
17994	08/13/2010	Printed	BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	SEPTEMBER 2010 MEDICAL	
			12125	01-000-209		11,885.73
					Check Amount	11,885.73
17995	08/13/2010	Printed	CINTAS	CINTAS	WEEKLY SVC/PWD	
			12093	05-009-799		119.07
					Check Amount	119.07
17996	08/13/2010	Printed	DATAMAX	DATAMAX	MONTHLY SVC/POLICE,ADMIN	
			12094	01-004-799		124.00
			12094	01-001-799		119.00
					Check Amount	243.00
17997	08/13/2010	Printed	EFI ACTUAR	EFI ACTUARIES	ACTUARIAL OPEB VALUATION	
			12124	01-003-799		2,100.00
					Check Amount	2,100.00
17998	08/13/2010	Printed	EFTPS	EFTPS	FIT/SS/MEDICARE PYMT	
			12095	01-000-202		8,012.55
			12095	01-000-205		2,072.98
			12095	01-000-204		8,813.22
					Check Amount	18,898.75
17999	08/13/2010	Printed	HAYNES EQU	HAYNES EQUIPMENT CO	GRINDER PUMP REPAIRS	
			12096	07-000-799		6,076.53
					Check Amount	6,076.53
18000	08/13/2010	Printed	HOLLAND R	ROBERT HOLLAND	REFUND VISION DEDUCTION	
			11835	01-000-200		5.69
					Check Amount	5.69
18001	08/13/2010	Printed	IDEAL LAWN	IDEAL LAWN & LANDSCAPE	CITY HALL MOWING	
			12097	01-002-799		87.00
					Check Amount	87.00
18002	08/13/2010	Printed	KBI LAB	KANSAS BUREAU OF INVESTIGATION	LAB FEES/ROCKERS	
			12098	01-000-859		400.00
					Check Amount	400.00
18003	08/13/2010	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS ST W/HOLD TAX PAY #16	
			12099	01-000-206		3,201.34
					Check Amount	3,201.34
18004	08/13/2010	Printed	KS EMPLOY	KANSAS EMPLOYMENT SECURITY FD	KS UNEMPLOY TAX PAY #16	
			12103	01-000-207		71.45
					Check Amount	71.45

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
18005	08/13/2010	Printed	KANSAS PAY 12100	KANSAS PAYMENT CENTER 01-000-248	PAYROLL DIRECTED DEDUCTION	321.20
					Check Amount	<u>321.20</u>
18006	08/13/2010	Printed	KS TREASUR 12101	KANSAS STATE TREASURER 01-004-767	MANDATED COURT FEES	1,217.50
					Check Amount	<u>1,217.50</u>
18007	08/13/2010	Printed	KPF EFT 12102 12102	KPF EFT PROGRAM 01-000-211 01-000-208	KPF RETIREMENT FUND PAY #16	5.35 3,724.36
					Check Amount	<u>3,729.71</u>
18008	08/13/2010	Printed	LADD SERVI 12104	LADD SERVICE COMPANY 05-009-799	A/C SERVICE CALL	79.00
					Check Amount	<u>79.00</u>
18009	08/13/2010	Printed	LAWN TAMER 12105	LAWN TAMERS 01-000-856	CONTRACT MOWING	1,325.00
					Check Amount	<u>1,325.00</u>
18010	08/13/2010	Printed	LAWRENCE 12106	LAWRENCE JOURNAL WORLD 01-001-760	NOTICE OF CODE VIOLATIONS	225.00
					Check Amount	<u>225.00</u>
18011	08/13/2010	Printed	LVCO SOLID 12108	LEAVENWORTH COUNTY SOLID WASTE 01-008-792	TIRE DUMP	45.00
					Check Amount	<u>45.00</u>
18012	08/13/2010	Printed	LOI TECH 12109	LOI TECHNOLOGY 01-005-799	SVC CALL/MULTIPLE CHANGES	165.00
					Check Amount	<u>165.00</u>
18013	08/13/2010	Printed	LCPA 12107	LV COUNTY PORT AUTHORITY 01-001-781	BOARD MEETING LUNCH	7.00
					Check Amount	<u>7.00</u>
18014	08/13/2010	Printed	MC JANITOR 12112	MC JANITORIAL 01-005-799	CLEANING SERVICES/AUG 2010	240.00
					Check Amount	<u>240.00</u>
18015	08/13/2010	Printed	MCAFEE HEN 12110 12110	MCAFEE HENDERSON SOLUTIONS 10-000-765 19-000-765	ENG SERVICES/WOLF CREEK	1,150.00 10,160.00
					Check Amount	<u>11,310.00</u>
18016	08/13/2010	Printed	MCBRATNEY 12111	KIANN MCBRATNEY 01-004-767	HOURLY FEES/AUGUST 2010	570.00
					Check Amount	<u>570.00</u>
18017	08/13/2010	Printed	MERCHANT S 12113 12114	MERCHANT SERVICES GROUP 01-005-799 01-005-799	CREDIT CARD CHARGES	96.44 87.62
					Check Amount	<u>184.06</u>
18018	08/13/2010	Printed	PTINEY PUR 12117 12117 12117	PITNEY BOWES PURCHASE POWER 05-009-808 01-017-808 01-004-808	POSTAGE REFILLS	50.00 50.00 50.00

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BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
			12117	01-001-808		50.00
			12116	05-009-808		100.00
			12116	01-017-808		100.00
			12116	01-004-808		100.00
			12116	01-001-808		100.00
					Check Amount	<u>600.00</u>
18019	08/13/2010	Printed	PRAY 12118	WILLIAM E. PRAY 01-004-766	MUNICIPAL COURT JUDGE	300.00
					Check Amount	<u>300.00</u>
18020	08/13/2010	Printed	PROPAYROLL 12115	PROPAYROLL 01-011-742	PAYROLL SERVICES/PAY #16	219.50
					Check Amount	<u>219.50</u>
18021	08/13/2010	Printed	SELECT SEC 12119	SELECT SECURITY SYSTEMS 01-002-799	SECURITY SERVICES	19.00
			12119	05-009-799		60.00
					Check Amount	<u>79.00</u>
18022	08/13/2010	Printed	SIMANOWITZ 12120	STACEY LYNN SIMANOWITZ 01-000-421	COURT FINE REFUND	7.00
					Check Amount	<u>7.00</u>
18023	08/13/2010	Printed	VANCLEAVE 9332	BOB VANCLEAVE 01-004-774	TOLL REIMBURSMENT	12.90
					Check Amount	<u>12.90</u>
18024	08/13/2010	Printed	VAZCOM 12121	VAZCOM 01-002-758	SWITCH 2 PHONES/REPAIR 1 PHONE	109.99
					Check Amount	<u>109.99</u>
18025	08/13/2010	Printed	VESTA LEE 12122	VESTA LEE LUMBER COMPANY 01-002-811	(42) 80LBS QUICKCRETE MIX	157.50
					Check Amount	<u>157.50</u>
18026	08/13/2010	Printed	WESTAR GRP 12123	WESTAR ENERGY 01-002-787	UTILITY CHARGES	4,863.38
			12123	05-009-753		481.36
					Check Amount	<u>5,324.74</u>
<b>Total Checks:</b>				<b>36</b>	<b>Bank Total(excluding void checks):</b>	<u><b>69,531.44</b></u>
<b>Total Checks:</b>				<b>36</b>	<b>Grand Total(excluding void check):</b>	<u><b>69,531.44</b></u>

*Mark Loughry* 8-13-10  
 Mark Loughry Date  
 City Administrator  
*Kristi Olson* 8/13/10  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
18027	08/23/2010	Printed	BLACKTOP P 12126	BLACKTOP PAVING & CONSTRUCTION 19-000-849	WOLF CREEK PARKWAY PROJECT	240,041.35
						Check Amount
						240,041.35
						Bank Total(excluding void checks):
						240,041.35
						Grand Total(excluding void check):
						240,041.35
				Total Checks:	1	
				Total Checks:	1	

*Mark Loughry* 8-23-10  
 \_\_\_\_\_  
 Mark Loughry Date  
 City Administrator

*Kristi Olson* 8/23/10  
 \_\_\_\_\_  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
18028	08/24/2010	Printed	KS TREASUR 12127	KANSAS STATE TREASURER 18-000-799	PAY AGENT & REG FEE	630.00

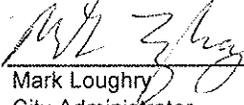
Check Amount 630.00

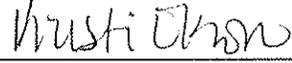
Total Checks: 1

Bank Total(excluding void checks): 630.00

Total Checks: 1

Grand Total(excluding void check): 630.00

 8-24-10  
 Mark Loughry Date  
 City Administrator

 8/24/10  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
18029	08/27/2010	Printed	ACE 12129	ACE PIPE CLEANING, INC 05-009-789	RMV DEBRIS/LIFT STATION-FL	1,386.00
					Check Amount	1,386.00
18030	08/27/2010	Printed	ADVANCE IN 12130 12130 12130	ADVANCE INSURANCE COMPANY 01-000-235 01-000-247 01-000-244	EMPLOYEE AD&DLIFE SEPT 2010	105.60 247.93 276.63
					Check Amount	630.16
18031	08/27/2010	Printed	ADVANCE PE 12154 12154 12154	ADVANCE PEST CONTROL 01-005-777 05-009-799 01-008-799	PEST CONTROL @ CITY HALL	57.75 94.30 27.50
					Check Amount	179.55
18032	08/27/2010	Printed	AFLAC 12131 12131 12131 12131 12131 12131	AFLAC 01-000-242 01-000-241 01-000-240 01-000-239 01-000-238 01-000-237	JULY 2010 EMP CAFETERIA PLAN	38.34 358.98 408.18 74.46 59.04 54.36
					Check Amount	993.36
18033	08/27/2010	Printed	ARROW LOCK 12162 12128	ARROW LOCK SERVICES 01-008-799 01-008-803	RE-KEY ENTIRE FIELD OF DREAMS	109.00 243.00
					Check Amount	352.00
18034	08/27/2010	Printed	BASEHOR AW 12132 12132	BASEHOR AWARDS & TROPHIES 01-001-803 01-017-803	NAME PLATES/SWISHER	8.75 17.50
					Check Amount	26.25
18035	08/27/2010	Printed	CARTER WAT 12164	CARTER WATERS CORPORATION 01-002-811	2 TONS ASPHALT COLD PATCH	190.23
					Check Amount	190.23
18036	08/27/2010	Printed	CINTAS 12161	CINTAS 05-009-799	WKLY CLEANING & SUPPLIES PWD	119.07
					Check Amount	119.07
18037	08/27/2010	Printed	CLAIBORN/D 12157	DANIEL C. CLAIBORN 01-004-799	PSYCH EVAL/TESTING-FT OFFICER	200.00
					Check Amount	200.00
18038	08/27/2010	Printed	COMMERCE 12133 12133 12133 12133 12133 12133 12133 12133 12133	COMMERCE PURCHASING CARD 09-010-775 05-009-815 05-009-804 05-009-803 05-009-789 05-009-774 05-009-762 05-009-758 05-009-757	JULY PCARD CHARGES	11,026.08 149.99 324.61 144.51 809.23 225.00 1,575.24 173.89 134.77

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BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
			12133	01-017-807		56.71
			12133	01-017-758		169.42
			12133	01-005-797		3,280.46
			12133	01-005-757		337.52
			12133	01-005-754		153.00
			12133	01-004-850		1,712.99
			12133	01-004-807		225.00
			12133	01-004-801		361.50
			12133	01-004-799		4.99
			12133	01-004-758		389.63
			12133	01-003-781		155.66
			12133	01-002-804		324.61
			12133	01-002-803		250.00
			12133	01-002-758		98.32
			12133	01-001-808		19.53
			12133	01-001-801		591.76
			12133	01-001-799		97.60
					Check Amount	<u>22,792.02</u>
18039	08/27/2010	Printed	DATAMAX	DATAMAX	LEASE/EXCESS COPY CHGS	
			12134	01-001-799		67.61
			12134	01-004-799		280.05
					Check Amount	<u>347.66</u>
18040	08/27/2010	Printed	EARL BRYAN	EARL BRYANT ENTERPRISES, INC.	SVC CALL/FOD-AC CONCESSION	
			12135	01-008-799		257.75
					Check Amount	<u>257.75</u>
18041	08/27/2010	Printed	EFTPS	EFTPS	FIT/SOCIAL SECURITY/MEDICARE	
			12170	01-000-202		3,914.99
			12170	01-000-205		1,209.04
			12170	01-000-204		5,119.23
					Check Amount	<u>10,242.86</u>
18042	08/27/2010	Printed	FINANCIAL	FINANCIAL PRINTING RESOURCE	COB GEN OBLIGATION TEMP NOTES	
			12136	18-000-760		1,360.93
					Check Amount	<u>1,360.93</u>
18043	08/27/2010	Printed	G&S SERVIC	G&S SERVICES, INC.	PAINT CROSSWALKS @	
			12156	10-000-799		650.00
					Check Amount	<u>650.00</u>
18044	08/27/2010	Printed	HAYNES EQU	HAYNES EQUIPMENT CO	GRINDER PUMP REPAIR	
			12137	07-000-799		1,245.48
					Check Amount	<u>1,245.48</u>
18045	08/27/2010	Printed	HUMAN RESO	HUMAN RESOURCE SOLUTION	HR SUPPORT PLUS/AUGUST	
			12138	01-011-745		550.00
					Check Amount	<u>550.00</u>
18046	08/27/2010	Printed	JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI MONTHLY FLOW TESTING	
			12139	05-009-790		174.00
			12163	05-009-790		118.50
					Check Amount	<u>292.50</u>
18047	08/27/2010	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	PAY PERIOD 8/7-8/23/10	
			12168	01-000-206		1,748.69

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
					Check Amount	1,748.69
18048	08/27/2010	Printed	KS EMPLOY 12169	KANSAS EMPLOYMENT SECURITY FD 01-000-207	PAY PERIOD 8/7-8/23/10	41.71
					Check Amount	41.71
18049	08/27/2010	Printed	KANSAS PAY 12166	KANSAS PAYMENT CENTER 01-000-248	PAYROLL DIRECTED DEDUCTION	360.35
					Check Amount	360.35
18050	08/27/2010	Printed	KPF EFT 12171 12171	KPF EFT PROGRAM 01-000-208 01-000-211	KPF RETIREMENT PAY #17	3,479.30 5.35
					Check Amount	3,484.65
18051	08/27/2010	Printed	L & R REFR 12155	L & R REFRIGERATION 01-008-799	SVC CALL/FOD FB FREEZER	110.00
					Check Amount	110.00
18052	08/27/2010	Printed	LAWN TAMER 12140	LAWN TAMERS 01-000-856	CONTRACT MOWING	800.00
					Check Amount	800.00
18053	08/27/2010	Printed	LV SHERIFF 12159	LEAVENWORTH COUNTY SHERIFF 01-004-764	PRISONER BOARD	52.50
					Check Amount	52.50
18054	08/27/2010	Printed	PROPAYROLL 12167	PROPAYROLL 01-011-742	PAYROLL SERVICES/PAY #17	186.25
					Check Amount	186.25
18055	08/27/2010	Printed	REAVEY LAW 12142 12142 12142 12142 12142 12142	REAVEY LAW LLC 18-000-751 10-000-751 19-000-751 01-017-751 01-003-751 01-001-751	LEGAL SERVICES/JULY 2010	214.50 44.00 203.50 1,061.50 390.50 921.50
					Check Amount	2,835.50
18056	08/27/2010	Printed	REGISTER 12141	REGISTER OF DEEDS 01-017-751	EASEMENTS/TOMAHAWK	116.00
					Check Amount	116.00
18057	08/27/2010	Printed	SELECT IMA 12144	SELECT IMAGING 01-001-799	FILEBOUND ANNUAL SVC/SUPPORT	1,555.00
					Check Amount	1,555.00
18058	08/27/2010	Printed	SELECT IMA 12145	SELECT IMAGING 01-001-799	FILEBOUND/HOSTING SERVICES	300.00
					Check Amount	300.00
18059	08/27/2010	Printed	SELECT SEC 12160 12160 12160	SELECT SECURITY SYSTEMS 05-009-799 01-008-799 01-002-799	MONTHLY SVC/PWD,WWTF,FOD	30.00 1,315.00 19.00
					Check Amount	1,364.00
18060	08/27/2010	Printed	SHI 12143	SHI 01-001-803	ADOBE ACROBAT 9.0	23.00

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
18061	08/27/2010	Printed	SHRED IT 12146	SHRED IT 01-005-799	SHREDDING SERVICES	23.00
					Check Amount	35.00
18062	08/27/2010	Printed	SMITH 12147	RALPH SMITH 01-008-799	PUMP SEPTIC TANK/FOD	200.00
					Check Amount	200.00
18063	08/27/2010	Printed	SPECTRA 12165	SPECTRA 01-002-803	COMBO CONCRETE/ASPHALT BLADE	150.00
			12148	10-000-811		1,476.10
			12148	01-002-803		394.14
					Check Amount	2,020.24
18064	08/27/2010	Printed	TRAINING A 12158	TRAINING AT YOUR PLACE 01-004-799	INSTALL CHANGES	42.50
					Check Amount	42.50
18065	08/27/2010	Printed	VAZCOM 12149	VAZCOM 01-005-803	MISC PHONE SUPPLYS/PD,PWD	239.95
					Check Amount	239.95
18066	08/27/2010	Printed	VISION SER 12150	VISION SERVICES PLAN 01-000-200	GROUP VISION INSURANCE	465.08
					Check Amount	465.08
18067	08/27/2010	Printed	WESTAR GRP 12152	WESTAR ENERGY 01-008-753	UTILITY SERVICES	62.83
			12152	01-005-753		371.28
			12152	05-009-753		9,003.35
			12152	01-002-787		21.00
					Check Amount	9,458.46
18068	08/27/2010	Printed	WRIGHT EX 12151	WRIGHT EXPRESS 01-004-804	GASOLINE/JULY 2010	2,603.37
			12151	01-003-804		26.18
			12151	01-017-804		101.55
					Check Amount	2,731.10
18069	08/27/2010	Printed	ZEP SALES 12153	ZEP SALES & SERVICE 05-009-803	(12) ELECTRICAL CONTACT CLEANR	257.49
					Check Amount	257.49
Total Checks:				41	Bank Total(excluding void checks):	70,233.29
Total Checks:				41	Grand Total(excluding void check):	70,233.29

*Mark Loughry* 8-30-10  
 Mark Loughry Date  
 City Administrator

*Kristi Olson* 8/27/10  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

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City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount	
18070	08/31/2010	Printed	FIRST STAT 12172	FIRST STATE BANK AND TRUST 18-000-799	WIRE TRANSFER FEE	15.00	
					Check Amount	<u>15.00</u>	
18071	08/31/2010	Printed	GILMORE B 12173	GILMORE BELL 18-000-751	LEGAL SVCS/EXPENSES	13,350.00	
					Check Amount	<u>13,350.00</u>	
18072	08/31/2010	Printed	KS TREASUR 12177	KANSAS STATE TREASURER 18-000-863	SALE/GEN OB TEMP NOTES	3,835,200.00	
					Check Amount	<u>3,835,200.00</u>	
18073	08/31/2010	Printed	PIPER JAFF 12176	PIPER JAFFRAY & CO 18-000-799	FINANCIAL ADVISORY SVCS	8,500.00	
					Check Amount	<u>8,500.00</u>	
18074	08/31/2010	Printed	STANDARD & 12174	STANDARD & POORS 18-000-799	ASSIGN SECURITY ID #	153.00	
					Check Amount	<u>153.00</u>	
18075	08/31/2010	Printed	STANDARD & 12175	STANDARD & POORS 18-000-799	ANALYTICAL SVCS	4,600.00	
					Check Amount	<u>4,600.00</u>	
<b>Total Checks:</b>					<b>6</b>	<b>Bank Total(excluding void checks):</b>	<b><u>3,861,818.00</u></b>
<b>Total Checks:</b>					<b>6</b>	<b>Grand Total(excluding void check):</b>	<b><u>3,861,818.00</u></b>

*Mark Loughry* 9-3-10  
 Mark Loughry Date  
 City Administrator

*Kristi Olson* 9/3/10  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

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City Of Basehor

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount	
18106	09/10/2010	Printed	SMITH VET 12203	SMITH VETERINARY CLINIC INC 01-004-759	BOARD 3 CATS	45.00	
					Check Amount	45.00	
18107	09/10/2010	Printed	TALLMAN 12204	TALLMAN AUTO BODY 01-000-421	REPAIR UNIT#11 WINDOW FRAME	75.00	
					Check Amount	75.00	
18108	09/10/2010	Printed	UNITED PAR 12205	UNITED PARCEL SERVICE 01-001-808	SHIP CHGS/UNIFIED GOVT WYCO	16.46	
					Check Amount	16.46	
18109	09/10/2010	Printed	WESTAR GRP 12223 12223	WESTAR ENERGY 01-002-787 05-009-753	UTILITY CHARGES	4,863.38 254.20	
					Check Amount	5,117.58	
18110	09/10/2010	Printed	ZEE MED 12224	ZEE MEDICAL SERVICE 01-005-810	MISC MEDICAL SUPPLIES	38.20	
					Check Amount	38.20	
<b>Total Checks:</b>					<b>35</b>	<b>Grand Total(excluding void check):</b>	<b>555,855.10</b>

*Mark Loughry* 9-10-10  
 \_\_\_\_\_  
 Mark Loughry Date  
 City Administrator

*Kristi Olson* 9/10/10  
 \_\_\_\_\_  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

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 Time: 11:16 AM  
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City Of Basehor

Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
			12211	01-000-856		450.00
			12210	01-000-856		75.00
			12209	01-000-856		300.00
			12208	01-000-856		75.00
			12207	01-000-856		250.00
					Check Amount	<u>1,725.00</u>
18094	09/10/2010	Printed	LAWRENCE	LAWRENCE JOURNAL WORLD	ORDINANCE 573	
			12193	01-001-760		66.00
			12192	01-001-760		54.00
			12191	01-001-760		54.00
			12190	01-001-760		60.00
			12189	01-001-760		60.00
					Check Amount	<u>294.00</u>
18095	09/10/2010	Printed	LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	REG/T HILL,D MERTZ/FULL CONF	
			12194	01-004-803		383.10
			12195	01-003-774		400.00
					Check Amount	<u>783.10</u>
18096	09/10/2010	Printed	LCPA	LV COUNTY PORT AUTHORITY	BOARD MTG LUNCH-LOUGHRY	
			12196	01-003-781		7.00
					Check Amount	<u>7.00</u>
18097	09/10/2010	Printed	MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS	
			12198	01-000-203		1,272.00
					Check Amount	<u>1,272.00</u>
18098	09/10/2010	Printed	OLIVER1	LINDA OLIVER	REIMB WITNESS FEES	
			12197	01-000-421		100.00
					Check Amount	<u>100.00</u>
18099	09/10/2010	Printed	PETERS	JARED PETERS	REIMB OVERPAYMENT	
			12220	01-000-421		29.50
					Check Amount	<u>29.50</u>
18100	09/10/2010	Printed	PORTERS BU	PORTERS BUGGY BATH	CAR WASHES 7/31/09-8/22/10	
			12199	01-004-761		655.00
					Check Amount	<u>655.00</u>
18101	09/10/2010	Printed	PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	
			12200	01-004-766		300.00
					Check Amount	<u>300.00</u>
18102	09/10/2010	Printed	PROPAYROLL	PROPAYROLL	PAYROLL SVC/PAY #18	
			12218	01-011-742		191.75
					Check Amount	<u>191.75</u>
18103	09/10/2010	Printed	PROSE	PROSE	NEW WRKSTATION/DOCKERY	
			12201	01-004-850		900.00
					Check Amount	<u>900.00</u>
18104	09/10/2010	Printed	REILLY & S	REILLY & SONS, INC.	EMC POLICY-ADD FOD	
			12225	01-001-779		1,460.00
					Check Amount	<u>1,460.00</u>
18105	09/10/2010	Printed	SHI	SHI	ADOBE ACROBAT V9	
			12202	01-001-803		515.00
					Check Amount	<u>515.00</u>

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Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
			12179	01-008-755		62.71
			12179	01-008-755		28.98
					Check Amount	157.54
18081	09/10/2010	Printed	CREATIVE	CREATIVE PROMOTIONS	CLOTHING/SHIRTS	
			12180	01-011-813		359.06
					Check Amount	359.06
18082	09/10/2010	Printed	DATAMAX	DATAMAX	COPIER/POLICE & ADMIN	
			12181	01-001-799		119.00
			12181	01-004-799		124.00
					Check Amount	243.00
18083	09/10/2010	Printed	EARL BRYAN	EARL BRYANT ENTERPRISES, INC.	SVC CALL/CITY HALL	
			12182	01-005-777		231.25
					Check Amount	231.25
18084	09/10/2010	Printed	EFTPS	EFTPS	FIT,SS,MEDICARE	
			12215	01-000-202		3,888.85
			12215	01-000-205		1,204.68
			12215	01-000-204		5,151.08
					Check Amount	10,244.61
18085	09/10/2010	Printed	HUMAN RESO	HUMAN RESOURCE SOLUTION	HR SUPPORT-SEPT 2010	
			12183	01-011-745		700.00
					Check Amount	700.00
18086	09/10/2010	Printed	ING LIFE	ING LIFE INSURANCE & ANNUITY	AUGUST 2010	
			12184	01-000-212		6,350.93
					Check Amount	6,350.93
18087	09/10/2010	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS ST WHOLDING TAX	
			12217	01-000-206		1,748.67
					Check Amount	1,748.67
18088	09/10/2010	Printed	KS EMPLOY	KANSAS EMPLOYMENT SECURITY FD	KS UNEMPLOYMENT TAX	
			12216	01-000-207		41.55
					Check Amount	41.55
18089	09/10/2010	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	
			12219	01-000-248		350.35
					Check Amount	350.35
18090	09/10/2010	Printed	KS TREASUR	KANSAS STATE TREASURER	AUGUST 2010/COURT FEES	
			12185	01-004-767		1,813.50
					Check Amount	1,813.50
18091	09/10/2010	Printed	KDHE TECH	KDHE BUREAU OF WATER	LOAN PAYMENT	
			12187	05-009-867		210,994.66
			12186	05-009-867		283,000.00
					Check Amount	493,994.66
18092	09/10/2010	Printed	KPF EFT	KPF EFT PROGRAM	PAY DATE 9/10/10	
			12214	01-000-208		3,626.11
			12214	01-000-211		5.35
					Check Amount	3,631.46
18093	09/10/2010	Printed	LAWN TAMER	LAWN TAMERS	CODE VIOLATION/WOLF CREEK	
			12213	01-000-856		425.00
			12212	01-000-856		150.00

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Check Number	Check Date	Status	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
18076	09/10/2010	Printed	AFLAC	AFLAC	AUGUST 2010/ACCT #GD944	
			12222	01-000-240		271.56
			12222	01-000-239		26.68
			12222	01-000-238		39.36
			12222	01-000-237		47.88
			12222	01-000-242		25.56
			12222	01-000-241		222.04
					Check Amount	633.08
18077	09/10/2010	Printed	ATMOS ENER 12178	ATMOS ENERGY 01-005-752	UTILITY CHARGES	
						89.84
					Check Amount	89.84
18078	09/10/2010	Printed	BASEHOR VF 12221	BASEHOR VFW POST 11499 01-001-781	2010 DONATION	
						1,000.00
					Check Amount	1,000.00
18079	09/10/2010	Printed	COMMERCE	COMMERCE PURCHASING CARD	PURCHASING CARD CHGS	
			12206	01-017-758		194.40
			12206	01-004-808		14.34
			12206	09-010-775		11,063.13
			12206	05-009-808		77.94
			12206	05-009-804		356.58
			12206	05-009-803		122.32
			12206	05-009-762		931.54
			12206	05-009-758		171.41
			12206	05-009-757		130.20
			12206	01-017-807		399.00
			12206	01-011-813		196.46
			12206	01-008-811		229.50
			12206	01-008-803		399.45
			12206	01-008-792		253.42
			12206	01-005-803		31.74
			12206	01-005-797		175.00
			12206	01-005-757		341.19
			12206	01-005-754		153.00
			12206	01-004-850		305.60
			12206	01-004-803		177.04
			12206	01-004-801		140.91
			12206	01-004-774		395.00
			12206	01-004-761		498.09
			12206	01-004-758		404.89
			12206	01-003-781		72.32
			12206	01-002-810		51.41
			12206	01-002-804		356.58
			12206	01-002-803		1,049.63
			12206	01-002-799		1,271.02
			12206	01-002-758		111.24
			12206	01-001-801		516.66
			12206	01-001-774		150.00
					Check Amount	20,741.01
18080	09/10/2010	Printed	CONS WATER 12179	CONS RURAL WATER DISTRICT #1 01-005-755	WATER CHARGES	
						65.85