

AGENDA

BASEHOR CITY COUNCIL

November 16, 2009

7:00 p.m.

Basehor City Hall

1. ROLL CALL BY MAYOR TERRY HILL AND PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)

- a. Approve Minutes
 1. October 19, 2009
- b. Approve Treasurer's Report
- c. Approve calendar of events – December 2009
- d. Casey's General Store – Cereal Malt Beverage License renewal for year 2010

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).

UNFINISHED BUSINESS

(none to review at this time)

BUSINESS

4. GLENWOOD ESTATES, SEWER DISTRICT NO. 3: Consider a resolution pertaining to connection fees for Glenwood Sewer District No. 3.
5. COLLECTION OF DELINQUENT ACCOUNTS: Consider ordinance amending Article 1 of Chapter XV of the City Code pertaining to Utility Services.
6. AMENDMENT TO CHAPTER 1, ARTICLE 4, CODE OF BASEHOR: Consider ordinance amending Article 4 of Chapter 1, of the City Code pertaining to Personnel Policy and Employee Benefits allowing changes to be made by resolution.
7. AMENDMENT TO ARTICLE R. EMPLOYEE RECOGNITION POLICY OF THE PERSONNEL AND GUIDELINES POLICY: Consider resolution amending Article R. Employee Recognition Policy.

8. **AUDITING SERVICES:** Consider contract renewal for 2009 auditing services with Lowenthal Webb & Odermann, P.A.
9. **TECHNOLOGY AGREEMENT:** Consider approval of contract for Information Technology Services.
10. **CITY ADMINISTRATOR REPORT**
11. **MAYOR'S REPORT**
 - a. VFW Senior Thanksgiving Dinner, Nov. 21, 2009
12. **COUNCIL MEMBER REPORTS**
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

Minutes**BASEHOR CITY COUNCIL****October 19, 2009****7:00 p.m.****Basehor City Hall****Official Presiding: President Jim Washington****Members Present: David Breuer, Iris Dysart, Dennis Mertz, and Bill Moyer****Members Absent: Mayor Terry Hill****Staff Present: Mark Loughry, Lloyd Martley, Mary Mogle, Gene Myracle,
Patrick Reavey, Matt Henderson****Newspaper: Kaitlyn Syring, *Basehor Sentinel***

1. ROLL CALL BY MAYOR TERRY HILL AND PLEDGE OF ALLEGIANCE

In the absence of Mayor Hill, the meeting was called to order by council president Jim Washington with all council members present. The city attorney was in attendance.

President Washington announced the mayor had been in a traffic accident several days ago and broke his kneecap. He expected his return at the next meeting.

2. CONSENT AGENDA: *(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)*

- a. Approve Minutes – September 21, 2009
- b. Approve calendar of events-November 2009
- c. Treasurer's Report

President Washington reported the check register report no longer required Council approval and should have been placed in the city administrator's report in the packet. He asked the city administrator to make sure Council received a report of all checks issued between meetings.

A motion was made by Councilmember Mertz and seconded by Councilmember Breuer to approve the Consent Agenda as presented. Motion passed 5-0.

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).*

No comments at this time.

UNFINISHED BUSINESS
(None to review at this time)

NEW BUSINESS

4. LEAVENWORTH COUNTY AIRPORT FEASIBILITY STUDY: Consider study of Leavenworth County Airport Feasibility Study.

The city administrator reported in 2007 the Board of County Commissioners formed the Air and Business Park Committee and tasked them with the process of trying to get an airport in Leavenworth County. First phase of the process was to determine if an airport was needed and then perform a feasibility study. The Committee determined an airport was needed and in the summer of 2008 Coffman & Associates were hired to develop a feasibility study. Committee members Greg Kaer and Patrick Taylor were present to request continued support in the form of a resolution and funding of \$318.22 for the site selection phase.

Mr. Kaer gave a brief history of area airports. The City of Leavenworth was in limbo as to whether they should continue leasing the airport at Sherman Army Airfield at Ft. Leavenworth and asked that the Board of County Commissioners get involved to see if there was interest in a regional airport. After review, the Committee determined a regional airport would be beneficial to the County.

Mr. Taylor gave a PowerPoint presentation that showed funding already provided by the Cities, Leavenworth County, and Port Authority. The report showed the next step was to perform a site selection study with Basehor's portion of the request to be in the amount of \$318.22. The detailed report of the study could be viewed on the County's website www.leavenworthcounty.airport.com. Mr. Taylor noted since airports were not popular, they would need continued support from all the "players" involved. The players would be determined once a site was selected. He reminded Council that construction would be about ten years down the road if approved.

Councilmember Moyer asked how the property would be acquired. Mr. Taylor responded by possible eminent domain. President Washington felt there was a market for

an airport in the area and would provide service for the Nascar race track. Councilmember Breuer asked if the Lawrence Airport had room for expansion. Mr. Taylor reported there was additional farm land surrounding the facility.

President Washington announced the additional funding request in the amount of \$318.22 was within the city administrators spending authority and requested a motion from the Council to adopt the resolution of support.

A motion was made by Councilmember Mertz and seconded by Councilmember Moyer to adopt Resolution 2009-19 approving and accepting the Leavenworth County Airport Feasibility Study. Motion passed 5-0.

5. WOLF CREEK PARKWAY CHANGE ORDERS: Consider change orders for Wolf Creek Parkway project.

Mr. Loughry reported work on Wolf Creek Parkway had commenced again and the contractor was making good progress. A meeting was held with everyone involved in the project to go over funding necessary to finalize the project. Prior to the meeting this evening, the project engineer informed him that the retaining wall and seeding needed to take place during the construction of the road. The retaining walls were estimated to cost about \$104,000.

Councilmember Mertz asked if the request for seeding tonight was included in the landscaping bid. Mr. Loughry said the seeding had to be done according to KDOT; however, landscaping could wait. MKEC Project Engineer, Aaron Hale, reported they thought the owner was going to pay for the retaining walls. Developer Ed McIntosh reported the retaining walls were in the original bid and when it appeared the project was going to go over the estimated amount, he volunteered to take the retaining wall out of the bid. He was not aware the walls needed to be installed in conjunction with the street. The intent was to put in the retaining wall and landscaping as lots were sold and informed the Council he did not have the money to complete the retaining walls and landscaping at this time.

Councilmember Moyer asked if the agreement addressed when the retaining walls and landscaping would take place. The city attorney reported as he recalled the agreement did not go into detail as to when installation of the retaining walls and landscaping would take place.

Mr. McIntosh noted the Transportation Development District (TDD) was set up that anything over \$3.75 million would be the responsibility of the developer to pay out of pocket. The TDD still had over \$2.2 million left in the fund and could be used for the retaining walls and landscaping.

President Washington stated [past] minutes should reflect that the developer agreed to pay for the retaining wall and landscaping and did not recall the developer mentioning that he would complete the retaining walls and landscaping at a later date. He reminded

Council that he had made a motion that the project not be bid until the final design was complete. If staff had followed direction, the City would not be in this situation.

Councilmember Breuer asked Mr. Hale to clarify that retention plans could not be completed without the completion of the retaining walls. If that was the case, then why was the project bid without retaining walls. Mr. Hale reported it was the understanding that the wall would be built at the same time, but by someone else.

Councilmember Mertz asked what would hold up the project. Project Manager for Blacktop Paving explained the retaining walls would hold back water that overflowed from the retention ponds. They could build the entire road and come back later to build the retaining walls; however, if the City chose to do that, he would recommend installing some kind of fencing that would hold back water down by the culvert box which would allow the sidewalk to be closed off. The road could be completed if all change orders were approved; however, it would not be state certified until the retaining walls were completed. Councilmember Mertz asked if the bid would stand. Mr. Zarda said he had no problem holding the original price excluding for the cost of barriers.

President Washington stated he was not comfortable moving forward without the city attorney, city engineer, and city administrator going back the last ten months to see what had transpired. Councilmember Moyer asked the city administrator what it would take to finish the project. Mr. Loughry reported according to the updated cost sheet, it would take \$99,328 from the 24/40 Corridor Enhancement Grant to cover the overage. This amount did not include \$15,150 for the unused storm sewer line since that had yet to be resolved.

A motion was made by Councilmember Breuer and seconded by Councilmember Mertz to authorize additional expenditures on the Wolf Creek Parkway Project in an amount not to exceed \$122,900 and direct staff to take any amount over what is available in the TRF-125 [loan] from the Corridor Management Grant. Councilmember Dysart reported at one time it was proposed to place the \$500,000 Corridor Management Grant into an escrow account and use it to make payment for shortage or pay interest on loan. Now it is being proposed to draw from the grant to pay for the project. She felt the grant was being "piece milled". Mr. Loughry reported he was asking to use the grant to assist with completing the project. Councilmember Moyer felt the City was at a point where they needed to complete the project and unless there was some other funding option available, the grant would need to be used to finish the road. Councilmember Dysart stated she did not understand why MHS Engineering was not involved at the beginning of the project. Mr. McIntosh stated MHS was involved in the bid process and it was discussed with them about removing the walls and landscaping from the bid. MHS did not see a problem with that at the time. Mr. Henderson reported the previous city administrator was overseeing the project and only requested they assist with the bid and then to review invoices.

President Washington asked that Councilmember's Breuer and Mertz withdraw their original motion and someone make a new motion to convene into Executive Session.

Chief Martley asked how long could the City go without compromising the road. Mr. Hale stated if the slopes were constructed properly it could go on indefinitely until the detention ponds started to overflow.

Councilmember Breuer reported he was concerned that the plans did not show street lights along Wolf Creek Parkway which was a safety issue and an additional expense.

Council Members Breuer and Mertz withdrew their original motion.

A motion was made by Councilmember Breuer and seconded by Councilmember Mertz to convene into Executive Session not to exceed ten minutes to discuss attorney-client privilege matter. Motion passed 5-0 (8:15 p.m.) The city attorney attended the session.

President Washington called the regular meeting back to order at 8:25 p.m. announcing that no formal action had been taken during the Executive Session.

A motion was made by Councilmember Breuer and seconded by Councilmember Dysart to authorize an additional \$21,100 for grass seeding and \$101,800 for the other change orders and authorize staff to take the amount over TRF 0125 from the Corridor Management Grant. Motion died for lack of second.

Councilmember Breuer asked if he could talk to Mr. McIntosh in Executive Session. Mr. Reavey stated Mr. McIntosh could not be invited into Executive Session. Councilmember Breuer asked Mr. McIntosh if he would consider signing an agreement allowing the City to place a lien on the property tying the additional cost to the property. Mr. Reavey asked Mr. McIntosh if he would agree to sign an agreement or an alternate lien that when a lot was sold, the City would get the money. Mr. McIntosh stated the bank would have to agree to that since they have first option. He noted if he paid out of his pocket, he would still expect to be reimbursed by the TDD.

Councilmember Breuer asked if the City would get their money back from the TDD. Mr. Reavey said the City would eventually get the money back; however, he thought there was reluctance from Council to use the Corridor Management Grant. President Washington reported as of 9/30/09 the City had already funded \$544,407.91 and were pending reimbursement.

Mr. McIntosh thought KDOT said it had to be earmarked for Wolf Creek Parkway or to make escrow payments. President Washington stated the grant was specifically designated for Wolf Creek Parkway (\$500,000) and 150th Street (\$100,000) Craig to Parallel.

A motion was made by Councilmember Breuer and seconded by Councilmember Mertz to authorize additional expenditures on the Wolf Creek Parkway Project in an amount not to exceed \$122,900 and direct staff to take any amount over what is available in the TRF 125 from the Corridor Management Grant. Council Member's Breuer, Mertz, and Moyer

voted in favor. President Washington and Councilmember Dysart voted no. Motion passed 3-2.

Mr. Reavey asked the city administrator that any acceptance should be with a condition prior to final acceptance. Mr. Loughry stated he thought the City should determine what and when improvements needed to be done. President Washington stated he thought it should be discussed at a work session and this matter should be deconflicted and make sure requirements could be legally enforced. Councilmember Dysart thought she could assist with paperwork if necessary.

Councilmember Moyer stated he would like to see an After Action report before he would vote on anything else.

6. INTERLOCAL AGREEMENT: Adopt changes to the Neighborhood Revitalization Plan to reflect the 5% Administrative Fee charged by Leavenworth County.

Mr. Loughry reported originally the plan stated the County would waive the 5% administrative fee; however, at the October 8th County Commission meeting the Interlocal Agreement extending the current Neighborhood Revitalization Plan (NRP) and authorizing the new NRP was adopted with one change. The County has asked to retain the 5% administrative fee for handling the tax rebates. Due to the change, it was necessary to take formal action adopting the same Interlocal Agreement. All other taxing entities have adopted the same version of the Interlocal Agreement as presented.

Commissioner Flower explained the original discussion was that the County would research to see what the impact would be if they waived the fee.

A motion was made by Commissioner Breuer and seconded by Commissioner Mertz to adopt the Interlocal Agreement with the approved change reflecting the 5% administrative fee. Councilmember Breuer thanked Commissioner Flower for being instrumental in presenting the Plan to the Board of County Commissioners. President Washington commended Council Members Breuer and Mertz, and building inspector Mark Lee for their involvement in getting the Plan adopted in such an expedient manner. Councilmember Dysart agreed with President Washington and felt the current Council was very involved which helped to move the City forward. Motion passed 5-0.

7. CITY ADMINISTRATOR REPORT

VFW Senior Dinner – In the absence of Mayor Hill, the city administrator reminded Council that their presence was requested to attend and/or assist with the VFW Senior dinner to be held on November 21.

NRP Promotions Committee – Following a discussion with Mayor Hill it was decided that a committee should be formed to help with promoting the Neighborhood Revitalization Plan. Commissioner Breuer reported he had an extensive conversation

with the Mayor and supported the formation of a committee. He suggested involving realtors, bankers, and builders to help promote the Plan and possible advertisement funding and suggested discussing this at a work session. The city administrator asked Council Members to send him recommendations as to whom they would like to see appointed to the committee.

Foundation Removal – Foundations in Pinehurst Subdivision have been removed and one still needed grade work.

8. MAYOR'S REPORT

- a. Council participation at VFW Thanksgiving Dinner, Nov. 21, 2009

Report given during the City Administrator's Report

9. COUNCIL MEMBER REPORTS

Dennis Mertz (none)

Bill Moyer

Councilmember Moyer reported he met with a Leavenworth County Humane Society board member regarding their program. Leavenworth County was in the process of researching to see if there was support for the construction of a no-kill animal shelter facility. The initial plan was to build the facility (appx. Year 2017) and then turn it over to the humane society to run. Councilmember Moyer explained the process the City currently uses for animal control noting if an animal was picked up and not claimed within four days, it was euthanized.

Iris Dysart (none)

David Breuer

Councilmember Moyer asked Councilmember Moyer how the research was going regarding organizational funding. Councilmember Moyer said he would be more active to finalize the project.

Jim Washington, President

President Washington asked for an update on the city engineer position. Mr. Loughry reported he had received some excellent applications and hoped to have someone in place by middle to late November.

Dennis Mertz

Councilmember Mertz pointed out the November calendar reflect that Council meetings start at 6:00 p.m. rather than 7:00 p.m.

10. EXECUTIVE SESSION (none needed)

11. ADJOURNMENT

There being no further business to discuss, a motion was made by Councilmember Breuer and seconded by Councilmember Moyer to adjourn the regular meeting. Motion passed 5-0. Meeting adjourned at 9:02 p.m.

Submitted for Council approval with/without corrections or additions this 16th day of November, 2009.

Terry Hill, Mayor

Attest:

Mary A. Mogle, City Clerk

Memo

To: City Administrator
From: Susan Adams
CC:
Date: 11/11/2009
Re: October 2009 Monthly Financial Report

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending October 30, 2009.

Revenues:

We will have the addition of 4 building permits received at the end of October bringing the total of single family permits to 19 and multi-family permits to 1 for the year. The permits are down for 2009 but additional revenue from franchise fees and property taxes has been collected.

General Fund - Additional revenues have come in from property tax and franchise fees, with court fines at 86% of budget

Sewer Fund – State revolving loan proceeds are at 84% and utility billing charges are at 88% of budget

Cedar Lakes Fund – Maintenance fees collected, \$9,646.00, by the county were received 11/02/09

Solid Waste Fund – Utility billing charges at 91% of budget

Consolidate Highway Fund – Sales tax at 88% of budget

Municipal Equipment Fund – Transfer from general fund budgeted

Capital Improvement Fund – Sales tax at 88% of budget, with a transfer from general fund budgeted

Expenditures:

In general the average of the departments under the General Fund are at 75% of the 2009 budget with the overall General Fund at 61% of the 2009 budget. Budgeted year-end transfers lower the overall percent as they have not been completed and are under current review.

Revenues	Revenues				
	Budget 2009	Revenues YTD	Current Month	Balance	% Budget
General	\$1,726,436.00	\$1,702,117.62	\$28,487.99	\$24,318.38	98.6%
Special Park	\$22,855.00	\$10,827.08	\$147.23	\$12,027.92	47.4%
Sewer	\$6,673,694.00	\$5,441,005.62	\$330,206.33	\$1,232,688.38	81.5%
Cedar Lakes	\$11,170.00	\$601.70	\$33.24	\$10,568.30	5.4%
Bond & Interest	\$436,168.00	\$504,137.03	\$70.65	-\$67,969.03	115.6%
Solid Waste	\$164,641.00	\$148,532.08	\$14,928.84	\$16,108.92	90.2%
Consolidated Highway	\$630,625.00	\$510,778.22	\$56,311.03	\$119,846.78	81.0%
Municipal Equipment Reserve	\$167,300.00	\$3,503.12	\$241.14	\$163,796.88	2.1%
Capital Improvement	\$438,967.00	\$255,871.40	\$27,446.42	\$183,095.60	58.3%
Basehor Town Center Project	\$0.00	\$31,895.04	\$1,626.05	-\$31,895.04	
Wolf Creek Project	\$0.00	\$616,396.13	\$116,396.13	-\$616,396.13	

Expenditures	Expenses				
	Budget 2009	Expenses YTD	Current Month	Balance	% Budget
General					
Administration	\$313,767.00	\$235,819.59	\$18,503.88	\$77,947.41	75.2%
Street Department	\$206,153.00	\$153,476.02	\$14,771.49	\$52,676.98	74.4%
Governing Body / Administrator	\$119,766.00	\$132,856.34	\$10,527.23	-\$13,090.34	110.9%
Police Department	\$755,900.00	\$581,725.16	\$56,157.86	\$174,174.84	77.0%
City Facilities	\$40,550.00	\$25,085.22	\$3,213.79	\$15,464.78	61.9%
Park & Recreation	\$12,758.00	\$10,500.10	\$928.81	\$2,257.90	82.3%
Employee Benefits	\$385,487.00	\$266,903.26	\$24,799.86	\$118,583.74	69.2%
Planning & Zoning	\$244,466.00	\$127,714.16	\$6,984.42	\$116,751.84	51.6%
Special Park	\$13,500.00	\$820.72	\$0.00	\$12,679.28	6.1%
Sewer	\$7,297,823.00	\$4,614,995.15	\$293,610.16	\$2,682,827.85	63.7%
Cedar Lakes	\$17,000.00	\$27,842.54	\$3,842.50	-\$10,842.54	163.8%
Bond & Interest	\$534,971.00	\$534,971.26	\$0.00	-\$0.26	100.0%
Solid Waste	\$167,149.00	\$123,415.59	\$13,319.83	\$43,733.41	73.8%
Consolidated Highway	\$1,127,377.00	\$522,994.15	\$138,087.98	\$604,382.85	46.4%
Municipal Equipment Reserve	\$150,000.00	\$103,535.44	\$0.00	\$46,464.56	69.0%
Capital Improvement	\$150,000.00	\$108,596.51	\$0.00	\$41,403.49	72.4%
Basehor Town Center Project	\$0.00	\$2,282,796.15	\$460,838.31	-\$2,282,796.15	
Wolf Creek Project	\$0.00	\$1,225,265.04	\$64,461.00	-\$1,225,265.04	

BALANCE SHEET

AS OF 10/31/09

Page:
11/9/2009
12:49 pm

City Of Basehor

As of: 10/31/2009

Balance

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

001 FSB CHECKING ACCOUNT	20,575.3
002 FSB MONEY MARKET ACCOUNT	5,039,055.4
005 BASEHOR TOWN CENTER ACCOUNT	1,082,328.7
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Total Assets

6,141,959.5

Liabilities

214 SEWER FUND MONTHLY BALANCE	779,951.9
215 SOLID WASTE MONTHLY BALANCE	84,148.1
216 GENERAL FUND MONTHLY BALANCE	703,796.6
218 MUNICIPAL EQUIP FUND MO BAL	255,940.1
219 CAPITAL IMPROVE FUND MO BAL	1,358,183.1
220 SPECIAL PARK & REC FUND MO BAL	156,266.0
221 CONS HIGHWAY FUND MONTHLY BAL	2,220,022.1
226 BOND & INTEREST MONTHLY BAL	74,987.7
230 TOWN CENTER PROJECT MO BALANCE	1,082,250.4
231 WOLF CREEK PROJECT MO BALANCE	-608,868.9
300 CL MAINTENANCE MONTLY BALANCE	35,281.9
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Total Liabilities

6,141,959.5

Total Liabilities & Balances

6,141,959.5

SEWER AND SOLID WASTE BILLING 2009						
MONTH	SEWER COUNT	SEWER BILLED	AVERAGE SWR BILL	SOL WASTE COUNT	SOL WASTE BILLED	AVERAGE SOL BILL
January	1,601	\$57,005.47	\$35.61	1,407	13,701.41	\$9.74
February	1,601	\$57,052.65	\$35.64	1,411	13,740.05	\$9.74
March	1,606	\$57,206.04	\$35.62	1,421	13,817.20	\$9.72
April	1,607	\$55,256.28	\$34.38	1,427	13,904.95	\$9.74
May	1,622	\$56,186.89	\$34.64	1,434	13,978.02	\$9.75
June	1,631	\$56,196.84	\$34.46	1,443	14,021.35	\$9.72
July	1,636	\$56,631.18	\$34.62	1,449	14,530.51	\$10.03
August	1,642	\$56,972.45	\$34.70	1,460	14,596.46	\$10.00
September	1,639	\$57,329.70	\$34.98	1,458	14,629.78	\$10.03
October	1,646	\$57,211.36	\$34.76	1,459	14,615.12	\$10.02
November						
December						
TOTAL	16,231	\$567,048.86		14,369	\$141,534.85	
AVERAGE	1,623		\$34.94			\$9.85

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

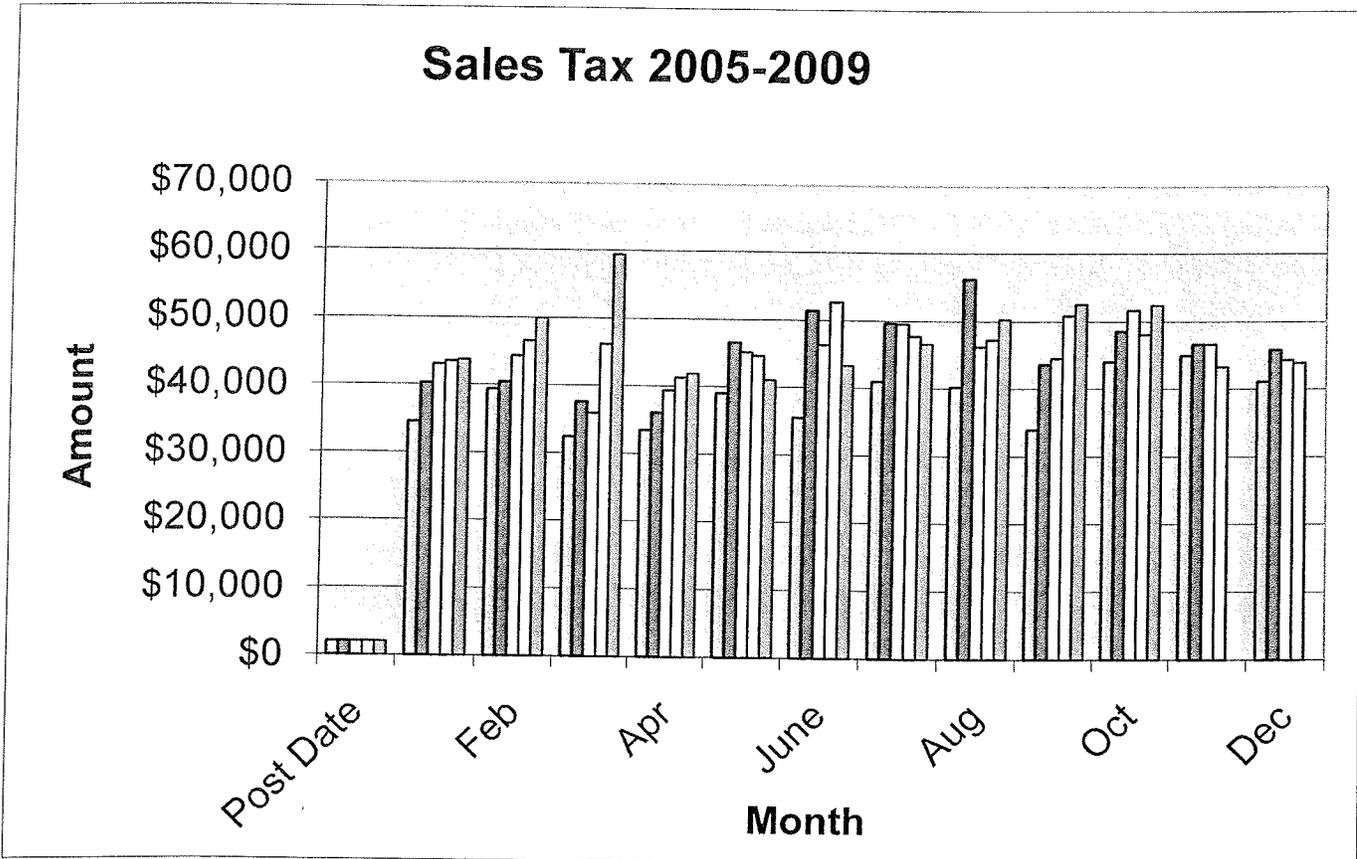
April - Cedar Lakes Estates annexed and therefore there Sewer rates go down from 125% causing sewer billed to go down.

Sales Tax 2005 - 2009

Post Date	2005	2006	2007	2008	2009	Difference	
						'08 - '09	% Difference
Jan	34,520.97	40,240.09	43,040.41	43,516.85	43,726.32	209.47	0.5%
Feb	39,340.07	40,459.89	44,273.79	46,544.07	49,937.92	3,393.85	7.3%
Mar	32,455.63	37,554.64	35,899.77	46,125.81	59,417.29	13,291.48	28.8%
Apr	33,491.60	36,071.53	39,334.11	41,298.70	41,900.26	601.56	1.5%
May	39,021.98	46,565.17	45,142.71	44,634.80	41,070.02	-3,564.78	-8.0%
June	35,507.24	51,403.77	46,335.58	52,647.16	43,320.60	-9,326.56	-17.7%
July	40,959.28	49,662.85	49,500.52	47,720.81	46,612.85	-1,107.96	-2.3%
Aug	40,179.79	56,212.59	46,173.87	47,209.53	50,284.61	3,075.08	6.5%
Sept	33,943.99	43,589.74	44,486.92	50,855.51	52,550.48	1,694.97	3.3%
Oct	44,012.20	48,508.43	51,633.80	48,068.36	52,382.92	4,314.56	9.0%
Nov	44,933.02	46,597.06	46,598.51	43,264.92			
Dec	41,099.50	45,793.00	44,281.28	43,884.31			
	459,465.27	542,658.76	536,701.27	555,770.83			

Difference 2008 - 2009 12,581.67
 2.9% Up 2008 to 2009

2009 Budget Sales Tax \$549,534
 2009 To Date Sales Tax \$481,203 87.57%



**City of Basehor
2009 ANNUAL CALENDAR OF EVENTS**

DECEMBER			
MONTH/DAY	TIME	EVENT	LOCATION
1	7:00 p.m.	Planning Commission Meeting	City Hall Meeting Room
7	7:00 p.m.	City Council Meeting	City Hall Meeting Room
8	1:00 p.m.	Municipal Court	City Hall Meeting Room
9	4:00 p.m.	Park Advisory Board meeting <i>(canceled due to lack of agenda items)</i>	City Hall Meeting Room
12	6:30 - 9:00 p.m.	Holiday Open House	VFW Hall
21	7:00 p.m.	City Council Meeting	City Hall Meeting Room
24 & 25		City Hall Closed for holiday	

Next Meetings:

(City Hall closed Jan. 1, 2010)

Jan. 4, 2010 Work Session

Jan. 18, 2010 Regular Meeting



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One Convenience Blvd., Ankeny, Iowa 50021-8045 • 515-965-6100

TO: City Clerk

FROM: Debbie Dolash, Store Operations

RE: License Renewal

Dear City Clerk,

Enclosed please find check(s) for the renewal of our Beer license(s) for our Casey's General Store(s) in your town.

Please continue forwarding any paperwork directly to me at:

***Casey's General Stores
ATTN: Debbie Dolash
P.O. Box 3001
Ankeny, Iowa 50021***

Once the license(s) are issued, please send the license(s) to the store(s).

If you have any questions, please feel free to give me a call at **(515) 965-6517** or fax me at **(515) 965-6205**.

Sincerely,

Debbie Dolash

Debbie Dolash
Store Operations
Casey's General Stores
ddolash@caseys.com

CITY OF BASEHOR
2620 N. 155th St.
P. O. Box 406
Basehor, KS 66007-0406
913-724-1370

BUSINESS LICENSE RENEWAL APPLICATION

NAME OF APPLICANT/OWNER: CASEY'S RETAIL COMPANY DBA CASEY'S GENERAL STORE #2620
NAME OF FIRM/COMPANY: CASEY'S GENERAL STORE #2620
STREET ADDRESS: 15441 WOLF CREEK PARKWAY, BASEHOR, KS 66007
CITY, STATE, ZIP: CORP OFFICE: CASEY'S RETAIL COMPANY, PO BOX 3001, ANKENY, IA 50021

Telephone No. 515-965-6517 DEBBIE Fax No. 515-965-6205 ATTN: DEBBIE

E-Mail Address : ddolash@caseys.com

Mailing Address if different from above:
CASEY'S RETAIL COMPANY
ATTN: DEBBIE DOLASH, STORE OPERATIONS
PO BOX 3001, ANKENY, IA 50021

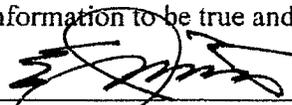
Nature of Business: CONVENIENCE STORE/GAS STATION

Wholesale **Retail** Other (describe) _____

(License will not be processed without one of the following numbers:)

Sales Tax No: 7004654 and/or Employer FEIN: 20-1025921

I, ELI J. WIRTZ, SECRETARY, certify the above written information to be true and correct.

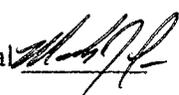


ELI J. WIRTZ, SECRETARY FOR

CASEY'S RETAIL COMPANY
Signature of Owner(s)

OCTOBER 13, 2009
Date of Application

Commences: ~~1/1/09~~¹⁰ Expires: ~~12/31/09~~¹⁰
Fee: \$50.00 (if filed by 12/31. CK # 1970525 10/19/09

Zoning Officer Approval  Business License # 2 Issued: 10/19/09

(This form prepared by the Attorney General's Office)
(Corporate Application Form)

APPLICATION FOR LICENSE TO SELL RETAIL CEREAL MALT BEVERAGES

BASEHOR, LEAVENWORTH COUNTY, KANSAS OCTOBER 13, 2009

TO THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS
or
THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS

On behalf of the CASEY'S RETAIL COMPANY

corporation whose principal place of business is ONE CONVENIENCE BLVD, ANKENY, IA 50021

and under authority of the resolution of the Board of Directors of said corporation, I hereby apply for a license to sell retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages on behalf of said corporation; for the purpose of securing such license, I make the following statement under oath:

1. The proposed licensee is CASEY'S RETAIL COMPANY corporation with principal place of business at ONE CONVENIENCE BLVD, ANKENY, IA 50021. The resident agent is THE CORPORATION COMPANY with offices at TOPEKA, KS. Said corporation was incorporated on APRIL 2004 in the state of IOWA. If incorporated in Kansas, a copy of the Articles of Incorporation is on file with the Secretary of State. Yes () No ().

2. The following is the full and complete list of officers, directors and stockholders owning in the aggregate more than 25 percent of corporate stock, together with their positions and addresses, ages and dates of birth.
NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25 PERCENT CORPORATE STOCK

3. The premises for which the license is desired are located at 15441 WOLF CREEK PARKWAY, BASEHOR, KS 66007

(a) The legal description of the premises is LOT 1, BLOCK 2, WOLF CREEK JUNCTION, A SUBDIVISION IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

(b) The street number is 15441 WOLF CREEK PARKWAY

(c) The building is described as ONE STORY PRE-STRUCTURED STEEL

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: CASEY'S RETAIL COMPANY

4. The name(s) and address(es) of the owner or owners of the premises upon which the place of business is located is/are CASEY'S RETAIL COMPANY - ONE CONVENIENCE BLVD, ANKENY, IA 50021

PA \$75 CR#197385

I, TERRY W. HANDLEY, PRESIDENT FOR CASEY'S RETAIL COMPANY

(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

CASEY'S RETAIL COMPANY

(Corporation)

By

Terry W. Handley
(Signature and position of individual making application on behalf of corporation)

TERRY W. HANDLEY, PRESIDENT

Attest:

Eli J. Wirtz
(Secretary of Corporation)
ELI J. WIRTZ, SECRETARY

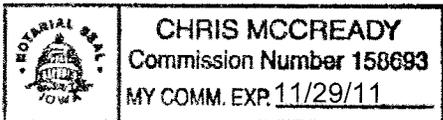
STATE OF IOWA, COUNTY OF FOLK, ss.

I, *Terry W. Handley* TERRY W. HANDLEY, PRESIDENT, of the
CASEY'S RETAIL COMPANY (Signature and official position), do
(Name of corporation)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Terry W. Handley
(Signature and official position)
TERRY W. HANDLEY

SUBSCRIBED AND SWORN TO before me this 13 day of OCTOBER, 2009



Chris McCready
(Character of official administering oath) CHRIS MCCREADY

My commission expires on the 29TH day of NOVEMBER, 2011

APPLICATION APPROVED this _____ day of _____,

By _____ (Official position)

of _____, Kansas
(City or county)

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

Memorandum

To: Mark Loughry
CC: Mary Mogle, Mr. Mayor and City Council
From: Mark Lee, Building Official
Date: 11/12/2009
Re: Casey's Cereal Malt Beverage License Renewal

Mark Lee, Building Official Recommendations

Zoned in a CP-2 "General Business" zoning district allows Casey's General Store to sell cereal malt beverages. Staff has no objections to the renewal of the 2010 license renewal application. An annual inspection will be conducted and any deficiencies will be noted and given to City Council.

Respectfully,

Mark Lee
Building Official

POLICE DEPARTMENT

CITY OF BASEHOR

2620 North 155th Street, PO Box 420 Basehor Ks 66007

November 6, 2009

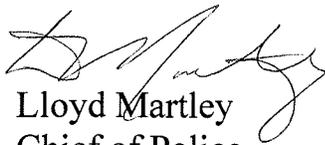
City of Basehor
Police Department

Re: Alcohol Sales

To whom it may concern:

Upon reviewing police records there are no reported incidents relating to complaints or violations pertaining to alcohol sales for Casey's General Store during the year of 2009.

Sincerely,



Lloyd Martley
Chief of Police

Chief of Police
Lloyd Martley
913-724-3397 ext. 22
chief@basehorpolice.org

Administration
Traci Myracle, Police/Court Clerk
913-724-3397 ext. 30
pdmcclerk@basehorpolice.org

Lieutenant/Investigator
Robert Pierce
913-724-3397 ext. 25
lt@basehorpolice.org

Patrol Supervisor
Greg Hallgrimson, Sgt.
913-724-3397 ext. 26
sgt@basehorpolice.org

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No. 4

Meeting Date: Nov. 16th, 2009

TOPIC:

Glenwood Estates resolution

ACTION REQUESTED:

Approve resolution 2009-20 agreeing to reduce connection fees for existing lots in Sewer District #3 to \$2,000.00 provided that each landowner signs an annexation agreement provided by the City of Basehor.

NARRATIVE:

At the November 2nd work session the City Council discussed reducing the connection fees for members of Sewer district #3. The current Interlocal Agreement allows for connection fees of \$4,425 per connection and the Council discussed reducing that fee. As per discussions the Resolution attached agrees to lower the fees to \$2,000 per connection provided that there is 100% participation by the landowners in the voluntary annexation process.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mark Loughry, City Administrator

ADMINISTRATION RECOMMENDATION:

Approve Resolution 2009-20.

COMMITTEE RECOMMENDATION(S):

ATTACHMENTS:

Resolution 2009-20

PROJECTOR NEEDED FOR THIS ITEM?

RESOLUTION NO. 2009-20

A RESOLUTION PERTAINING TO ANNEXATION OF, AND CONNECTION FEES FOR, GLENWOOD ESTATES

WHEREAS, the City of Basehor and Sewer District No. 3 of Leavenworth County are currently signatories to an Agreement dated January 9, 2009 (copy attached hereto as **Exhibit A**) pertaining to future treatment of wastewater from Glenwood Estates by the City; and

WHEREAS, Sewer District No. 3 desires to amend said Agreement for the purpose of addressing connection fees to be charged by the City to lots within District No. 3 who will be connecting to the City's sewer treatment system.

THEREFORE, BE IT RESOLVED THAT the Governing Body of the city of Basehor is willing to enter into an Agreement with Sewer District No. 3 providing that connection fees for Glenwood Estates be established at \$2,000 per lot but said Agreement and rate is premised on each and every landowner within Glenwood Estates signing forms presented by the City (attached as **Exhibit B**) indicating said landowners consent to their land being annexed by the City. This Resolution is based on numerous unique factors that are particular to Glenwood Estates, and should not be construed as any policy or practice by the City in waiving, reducing, or establishing future sewer connection fees.

Passed by the Governing Body of the City of Basehor, Kansas this ____ day of November ____, 2009.

Mayor Terry Hill

ATTEST:

Mary A. Mogle, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No. 5 Meeting Date: Nov. 16, 2009

TOPIC: Collection of Delinquent Accounts

ACTION REQUESTED: Consider ordinance amending Article 1 of Chapter XV of the City Code pertaining to Utility Services

NARRATIVE:

Adoption of Ordinance 562 addresses the new Tenant laws and would authorize staff to collect delinquent accounts by four different methods:

1. Lien on property (tax rolls)
2. State of Kansas Setoff Program
3. Collection Agency
4. Court

The Setoff Program has not been as effective as anticipated; therefore, a collection agency will become the primary means of collecting bad debt from tenants.

Currently the City has approximately \$72,870.72 in delinquent accounts.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mark Loughry, City Administrator
Patrick Reavey, City Attorney

ADMINISTRATION RECOMMENDATION:

Staff recommends approval of ordinance as presented.

COMMITTEE RECOMMENDATION(S): None

ATTACHMENTS:

Ord. 562
Memo (11/2/09)

PROJECTOR NEEDED FOR THIS ITEM? No

ORDINANCE NO. 562

**AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER XV OF THE CITY CODE
PERTAINING TO UTILITY SERVICES**

WHEREAS, the Governing Body deems it necessary to amend the City Code to set forth new provisions pertaining to collection of delinquent city utility accounts.

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

SECTION 1: Article 1 of Chapter XV of the City Code is amended to read as follows:

ARTICLE 1. GENERAL PROVISIONS

15-101. DEFINITION. For purposes of this article "utility services" shall include sewer, solid waste (refuse) and other utility services provided by the city. (Code 1989)

15-102. MONTHLY CHARGES. Charges for utility services shall be made each month of the calendar year. All bills are due on or before the close of business on the fifteenth day of the month following the month for which charges are made. The billing date shall be the last day of each month for which charges are made. Past due bills shall accrue a late charge (penalty) of 10% on any unpaid balance.

- (a) All utility customers shall be required to complete a "Utility Service Contract" and pay a Processing Fee as set forth in the Fee Schedule prior to using utility services.
- (b) Property owners who rent or lease to customers of the city's utility services shall be responsible for advising the Administrative Department of the customers' current address and any changes that may occur from customers moving in or moving out of said address.
- (b) Person Responsible for Payment. The rates and charges herein established in the Fee Schedule shall be collected from the customers of the City of Basehor for utility services. Where payment is delinquent and the customer owns the property they shall be responsible for the delinquency. If payment is delinquent and the customer is renting or leasing, they shall be responsible for the delinquency. However, the landlord is ultimately responsible and the delinquency may be pursued through legal action.

15-103. DELINQUENCY AND HEARING. On an annual basis, the City Clerk or designated officer (hereafter referred to as "City Clerk") shall compile a list of all customers who are at least two (2) months delinquent in their utility bill payments. The City Clerk shall prepare a delinquency notice quarterly for each delinquent

account, and mail such notice to the customer (and the property owner, if known and different from the customer) at the address shown in the records of the city. The notice shall indicate: (1) the amount due, plus accumulated late charges; (2) the customer's right to a hearing before the city administrator or, if requested, another officer designated by the City; and (3) that such hearing shall be requested in writing, filed with the City Clerk within five (5) working days after the mailing date of the delinquency notice. Upon receiving a request for such hearing, the City Clerk shall advise the applicant of the date and time of the hearing. At the hearing, the customer and the city may present such evidence as is pertinent to the issue, may be represented by counsel, may examine and cross-examine witnesses, but formal rules of evidence shall not be followed. If the hearing officer determines that there is a delinquency, he may impose a delinquency charge in an amount associated with the method of collection as set forth in section 15-107 and Fee Schedule. Hearings may be conducted by any officer appointed by the Mayor and confirmed by the City Council.

15-104. FINDING. Following the hearing, if the hearing officer finds that collection of the debt should not be pursued, then notice of such finding shall be presented to the City Clerk. If the officer finds that collection of debt should be pursued, an order shall be issued five days after the date of the order directing the City Clerk to proceed with collection of delinquent debt set out in section 15-107. An order shall be mailed to the property owner or customer no later than five days after the hearing advising them of the outcome of the hearing. The customer shall be notified either in person or by mailing a letter to his or her last known address by certified mail, return receipt requested. However, if the order is made at the hearing in the presence of the customer, then no further notice need be given. The hearing officer has a right, for good cause, to grant an extension, not to exceed 10 days, for the collection of debt for such service. (Code 1989).

15-105. LANDLORD LIABILITY. (a) Owners of premises served by utility services under this ordinance shall be liable for payment of the costs of any utility services account delinquency arising from services provided to such premises, regardless of whether the utility services were furnished upon the application and request of the owner or lessee of the premises. This provision shall also apply when the premises are leased by or through an agent or other representative of the owner.

(b) In the event that a delinquency arises involving leased premises, in addition to the tenant, the owner or owner's agent shall be notified in writing of the delinquency of the lessee by first class regular mail within 10 days after the billing to the lessee becomes delinquent. Notice shall be sufficient if mailed to the last known address of the owner or owner's agent known to city personnel responsible for said mailing, after reasonable inquiry.

(c) If utility services are furnished to a leased premises on the application or request of the lessor of the premises, then all billings for utilities furnished to such leased premises shall be made directly to the lessor, and the lessor shall be fully liable for the cost of services furnished.

(d) The city may collect the amount of the unpaid bill for utility services by any lawful means. Provided, however, that in no event may the city place a lien, as provided in subsection (a) of Section 15-106, on real estate of the lessor.

15-106. DENIAL OF SERVICE. If at the time of application for utility services the applicant has an outstanding balance or unpaid fees or charges for utility

services provided by the city, the application shall not be accepted until all fees or charges are paid in full.

15-107 ACCEPTABLE METHODS OF COLLECTION. The City of Basehor may, as authorized under applicable law, use the following methods to collect delinquent utility accounts.

(a) Real Estate Lien. Delinquent charges shall constitute a lien upon the customer's real estate, and shall be certified by the City Clerk to the County clerk, to be placed on the tax roll for collection, subject to the same penalties and collected in like manner as other taxes collectible by law.

(b) State of Kansas Setoff Program. This method of collection shall be used at the discretion of the City Clerk in accordance with K.S.A. 75-6201 et seq. In the event properties have been foreclosed on or tenants moved leaving an outstanding balance of \$25 or more, this shall be the preferred method of collection.

(c) Collection Agency and/or City Attorney. In the event a real estate lien or State Setoff Program is not an acceptable method of collection, the City Clerk may contract with an Agency and/or the City Attorney to collect delinquent accounts.

15-108. PENALTY ASSESSMENT. There shall be a _____ penalty assessed against any delinquent customer and/or landlord for any delinquent account submitted to the clerk of Leavenworth County, State of Kansas Setoff Program, or Collection Agency as provided in section 15-107 of this article. The notice required to be sent to any delinquent customer shall contain a disclosure that the penalty will be assessed in the event such delinquent charge is so submitted. (Ord. 238, Sec. 1)

SECTION 2. REPEALER. Existing Article 1 of Chapter XV of the City Code is hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect upon approval by the Mayor and publication in the official City newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF _____, 2009.

TERRY HILL, Mayor

ATTEST:

MARY MOGLE, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

MEMORANDUM

To: Mayor & Council
From: Mary Mogle, City Clerk
cc: Mark Loughry, City Administrator
Date: November 2, 2009

Re: Collection of Delinquent Debt

As the economy declines our delinquent sewer and solid waste balance increases. A large portion of our past due balance comes from tenants that have moved out. With the change in law where we can no longer assess the landlord, it has been difficult to collect. Two years ago we started using the State Setoff Program. This has not been a successful method of collection. The State is so understaffed that by the time they process our claims, the tax season has gone by and nothing left to collect from.

During a work session pertaining to the re-codification of the Basehor City Code, I brought up changing the Code to incorporate the new tenant law and incorporate a means of collecting through a collection agency in addition to a lien on property and the State Setoff Program. Since the re-codification has yet to be finalized, I am requesting we pass an ordinance incorporating language to allow the City to collect bad debt by way of a collection agency.

An ordinance was prepared by the city attorney for your review.

(b) Prior to the adoption thereof, the governing body shall submit to the chief engineer of the division of water resources of the Kansas department of agriculture any ordinance, resolution, regulation or plan that proposes to create or to effect any change in a flood plain zone or district, or that proposes to regulate or restrict the location and use of structures, encroachments, and uses of land within such an area. The chief engineer may require, pursuant to rules and regulations, each submission hereunder to be accompanied by complete maps, plans, profiles, specifications and textual matter. The chief engineer shall approve or disapprove any such ordinance, resolution, regulation or plan or changes thereof within 90 days of the date of receipt of all such data required by the chief engineer as specified in rules and regulations adopted thereby. If the chief engineer fails to approve or disapprove within the 90 day period required by this section, such ordinance, resolution, regulation or plan or change thereof shall be deemed approved. The chief engineer shall provide, in writing, specific reasons for any disapproval.

(c) The chief engineer shall adopt such rules and regulations deemed necessary to administer and enforce the provisions of this section.

History: L. 1991, ch. 56, § 26; L. 2004, ch. 101, § 63; July 1.

Article 8.—PUBLIC UTILITIES

12-808c. Municipalities; lien for utility services. (a) Except as provided in subsection (b), if any person, firm, corporation, organization, political or taxing subdivision of the state or other entity other than the state of Kansas and the federal government residing, occupying, using or operating on property to which is provided utility services by a utility owned or operated by a municipality, neglects, fails or refuses to pay the fees or charges for such service, the unpaid fees or charges shall constitute a lien upon the property to which such utility service is provided. The amount of the unpaid fees or charges shall be certified by the governing body of the municipality to the county clerk of the county in which such property is located, to be placed on the tax roll for collection, subject to the same penalties and collected in the same manner as other taxes are collected by law. The governing body may refuse the delivery of such utility service as otherwise per-

mitted by law until such time as such charges are fully paid.

(b) A lien shall not attach to property for unpaid utility fees or charges, when the utility service has been contracted for by a tenant and not by the landlord or owner of the property to which such service is provided.

(c) Except as provided by this subsection, no municipality which provides utility services shall refuse to contract with a tenant for provision of such services to property occupied by such tenant. A municipality shall not be required to contract with any person if such person has outstanding or unpaid charges for utility services provided by such municipality.

(d) A municipality may require a single deposit to be paid by a customer for all utility services, except that such deposit shall not exceed an amount equal to the expected average bills for a three month period for such utility services.

(e) When used in this section:

(1) "Municipality" means any city, county, township, water district, improvement district or other political or taxing subdivision of the state or any agency or instrumentality of a municipality which provides utility services but does not include any rural water district organized pursuant to K.S.A. 82a-612 et seq., and amendments thereto.

(2) "Utility services" means refuse, trash, garbage or other solid waste collection and disposal, sewer, water, gas and electric power services.

History: L. 2006, ch. 95, § 1; July 1.

12-856. Combined waterworks and sewage disposal system; definitions. For the purpose of this act the following words and phrases shall have the meanings ascribed to them in this section:

(a) "City" shall mean any city in this state.

(b) "Waterworks system" shall mean a waterworks system owned and operated by a city.

(c) "Sewage disposal system" shall mean the sanitary and storm sewers, pumping stations, sewage treatment plants, outfall sewers and any and all appurtenances necessary in the operation of the same owned and operated by a city.

(d) "Water and sewage system" shall mean a combination of a waterworks system and sewage disposal system.

History: L. 1953, ch. 72, § 1; L. 1955, ch. 80, § 1; L. 2006, ch. 95, § 2; July 1.

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No. 6

Meeting Date: Nov. 16, 2009

TOPIC:

Amendment to Chapter 1, Article 4, Code of Basehor, Kansas

ACTION REQUESTED:

Consider ordinance amending Article 4 of Chapter 1, of the City Code pertaining to Personnel Policy and Employee Benefits allowing changes to be made by resolution.

NARRATIVE:

Currently the Code of the City of Basehor does not provide language as to how changes are to be made to the Personnel Policies and Guidelines manual. By adopting the attached ordinance it would allow Council to make amendments via resolution. In the past, changes were made by council vote.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mark Loughry, City Administrator
Patrick Reavey, City Attorney

ADMINISTRATION RECOMMENDATION:

Staff recommends adoption of the proposed ordinance.

COMMITTEE RECOMMENDATION(S): (none)

ATTACHMENTS:

Ordinance #563
Memo – Nov. 2, 2009

PROJECTOR NEEDED FOR THIS ITEM? No

ORDINANCE NO. 563

AN ORDINANCE AMENDING SECTION 1-401 OF ARTICLE 4 OF CHAPTER I OF THE CITY CODE PERTAINING TO REVISIONS TO THE UNIFORM PERSONNEL POLICIES AND GUIDELINES FOR THE CITY OF BASEHOR

WHEREAS, it may be necessary from time to time for the Governing Body to amend the Uniform Personnel Policies and Guidelines for the City of Basehor; and

WHEREAS, the Governing Body desires that such amendments be made via Resolutions rather than Ordinances.

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

SECTION 1: Section 1-401 of Article 4 of Chapter I of the City Code is amended to read as follows:

ARTICLE 4. PERSONNEL POLICY AND EMPLOYEE BENEFITS

1-401. PERSONNEL POLICIES AND GUIDELINES. There is hereby incorporated by reference for the purpose of establishing employee personnel rules and regulations the document entitled "Uniform Personnel Policies and Guidelines for the City of Basehor." No fewer than three copies of said document shall be marked or stamped "Official Copy as adopted by the Code of the City of Basehor" and which there shall be attached a copy of this section. Said official copies shall be filed with the city clerk and shall be open to inspection and available to the public at all reasonable hours. All departments of the city shall be supplied with copies of such rules and regulations as may be deemed necessary. Any revisions to the rules and regulations will be made by the Governing Body via a Resolution and communicated to employees governed by the same. (Code 1999)

SECTION 2. REPEALER. Existing Section 1-401 of Article 4 of Chapter I of the City Code is hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect upon approval by the Mayor and publication in the official City newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF _____, 2009.

TERRY HILL, Mayor

ATTEST:

MARY MOGLE, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No. 7

Meeting Date: Nov. 16, 2009

TOPIC:

Amendment to Article R. Employee Recognition Policy

ACTION REQUESTED:

Consider resolution amending Article R. Employee Recognition Policy

NARRATIVE:

Last year the City implemented its first Employee Recognition Policy using the League of Kansas Municipalities program. The program allowed employee's with ten years of service or more to choose their gift from a booklet based on a dollar amount set by Council and years of service. After receiving the products, it was determined that the items were not worth the amount paid by the City and employees asked that another program be implemented.

It is the intent of the proposed resolution to have Council set the dollar amount and on an annual basis have the City Administrator approve the form of service award.

Another change would be to add two more categories:

One Year of Service – Certificate
Five Years of Service - \$50

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mark Loughry, City Administrator
Patrick Reavey, City Attorney

ADMINISTRATION RECOMMENDATION:

Staff recommends adoption of the proposed ordinance.

COMMITTEE RECOMMENDATION(S): (none)

ATTACHMENTS:

Resolution 2009-21
Article R. Employee Recognition Policy
Memo – Nov. 2, 2009

PROJECTOR NEEDED FOR THIS ITEM? No

City of Basehor

ARTICLE R. EMPLOYEE RECOGNITION POLICY

R-1. Employee Recognition Policy. In an effort to recognize employees for their dedicated service and longevity to the City of Basehor, a recognition program has been established by the City Council as listed below. Service Awards listed below shall remain in effect until at which time the City Council deems necessary to amend.

On an annual basis, the City Clerk or designee, shall review employee's years of service and submit to the city administrator a list of eligible employees. It shall be at the discretion of the city administrator as to the form of service awards to be distributed annually. The City Clerk or designee shall purchase or prepare the designated service award and have available for distribution prior to December 15th of each year.

<u>Years of Service</u>	<u>Service Award</u>
1	Certificate
5	\$ 50
10	\$100
15	\$150
20	\$200
25	\$250
30	\$300
35	\$350
40	\$400

It is understood by the employee, that this is a taxable gift in accordance with IRS Fringe Benefit Schedule 15 and will be liable for any and all withholding taxes.

MEMORANDUM

To: Mayor & Council
From: Mary Mogle, City Clerk
cc: Mark Loughry, City Administrator
Date: November 2, 2009

Re: Article R. Employee Recognition Policy

Last year was the first year for the City of Basehor to recognize employees with ten or more years of service.

The Council approved using LKM's service award program allowing employees to pick and choose their award based on the dollar amount designated within the policy (Article R. Employee Recognition Policy). The employees felt the products purchased were not worth what the City paid and suggested making a change.

Example – The policy allocates a \$100 service award to a ten-year employee. Two employees received a duffle bag and a portfolio with a little ID showing their years of service. I estimated the actual cost if purchased from a retail store would be around \$40 for both items. Two employees picked items for their spouses because there was nothing on the list that they wanted for themselves. (See attached LKM booklet of items)

I spoke with the IRS regarding various program options such as savings bonds, jackets, gift certificates. Most items would have to be considered as “taxable” income.

Based on conversations with the city administrator and staff, it is our recommendation that the policy be amended to allow the city administrator to set what service award would be offered on an annual basis based on the dollar amount designated by Council at the adoption of the policy. The policy would also recognize employee's that have one year (certificate) and five years (\$50) of service.

If adopted, changes would take effect with this year's qualified employees.

RESOLUTION NO. 2009-21

A RESOLUTION AMENDING ARTICLE R OF THE UNIFORM PERSONNEL POLICIES AND GUIDELINES FOR THE CITY OF BASEHOR PERTAINING TO THE EMPLOYEE RECOGNITION POLICY

WHEREAS, based on recommendation by City Staff, it is the desire of the Governing Body to amend the Employee Recognition Policy contained within the Uniform Personnel Policies and Guidelines for the City of Basehor.

THEREFORE, BE IT RESOLVED THAT the Governing Body of the city of Basehor adopts the following amended Article R of the Uniform Personnel Policies and Guidelines for the City of Basehor:

ARTICLE R. EMPLOYEE RECOGNITION POLICY

R-1. Employee Recognition Policy. In an effort to recognize employees for their dedicated service and longevity to the City of Basehor, a recognition program has been established by the City Council as listed below. Service Awards listed below shall remain in effect until such time that the City Council deems necessary to amend.

On an annual basis, the City Clerk or designee, shall review employees' years of service and submit to the city administrator a list of eligible employees. It shall be at the discretion of the city administrator as to the form of service awards to be distributed annually. The City Clerk or designee shall purchase or prepare the designated service award and have it available for distribution prior to December 15th of each year.

<u>Years of Service</u>	<u>Service Award</u>
1	Certificate
5	\$ 50
10	\$100
15	\$150
20	\$200
25	\$250
30	\$300
35	\$350
40	\$400

It is understood by the employee, that this is a taxable gift in accordance with IRS Fringe Benefit Schedule 15 and will be liable for any and all withholding taxes.

Passed by the Governing Body of the City of Basehor, Kansas this ____ day of November ____, 2009.

Mayor Terry Hill

ATTEST:

Mary A. Mogle, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No. 8

Meeting Date: Nov. 16, 2009

TOPIC:

Auditing Services

ACTION REQUESTED:

Consider contract renewal for 2009 auditing services with Lowenthal Webb & Odermann, P.A. not to exceed \$18,400.

NARRATIVE:

The auditing firm of Lowenthal Webb & Odermann, P.A. have been performing accounting and auditing services for the City of Basehor for several years. The contract calls for their firm to conduct an audit for 2009 in accordance with (GAAP) Federal and State accounting standards.

2009 fees have increased from \$17,800 to \$18,400 and will be deducted from the General Fund Auditing Fund (01-001-785).

It is the intent of staff to bid this service for year 2010.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mark Loughry, City Administrator

ADMINISTRATION RECOMMENDATION:

Staff recommends renewal of contract as presented.

COMMITTEE RECOMMENDATION(S):

The city treasurer and city clerk recommend renewal of contract as presented.

ATTACHMENTS:

Contract for Services

PROJECTOR NEEDED FOR THIS ITEM?

No

MEMORANDUM

To: Mayor & Council
From: Mary Mogle, City Clerk
cc: Mark Loughry, City Administrator
Date: November 2, 2009

Re: Renewal of Auditing Services
Lowenthal, Webb & Odermann, P.A.

Attached is a copy of the proposed contract for auditing services with Lowenthal, Webb & Odermann, P.A. for year 2009.

Gross fee, including all expenses, shall not exceed \$18,400. Last years audit fee was \$17,800.

Funds will be taken from the General Fund (01-001-785).

LOWENTHAL, WEBB & ODERMANN, P.A.

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

CERTIFIED PUBLIC ACCOUNTANTS

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Lawrence, Kansas 66044-2868
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Abram M. Chrislip, CPA
Caroline H. Eddinger, CPA
Grant A. Huddin, CPA
Brian W. Nyp, CPA
Thomas H. Sewell, CPA

Members of American Institute
and Kansas Society of
Certified Public Accountants

September 8, 2009

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

We are pleased to confirm our understanding of the services we are to provide the City of Basehor, Kansas, (the City) for the year ended December 31, 2009. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2009.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to accompany the City's basic financial statements. You have advised us that this information will not be presented and we will modify our auditor's report on the financial statements accordingly.

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on them in relation to the basic financial statements: combining statements and individual fund statements.

Audit Objective

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

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You have requested that we prepare the financial statements that are the subject matter of this audit and the capital assets depreciation schedule for the year ended December 31, 2009, hereinafter referred to as nonattest services. You are responsible for those financial statements and for the selection of useful lives, depreciation methods and capitalization thresholds used in this capital assets depreciation schedule. You are responsible for making management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud and illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud and illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications with former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. With regards to the electronic dissemination of audited financial statements, including financial statements published electronically on your website (if any), you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures-General

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

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Audit Procedures-Internal Control

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

Audit Procedures-Compliance

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

Audit Administration, Fees and Other

We understand that this agreement is subject to the following specifications: the gathering of preliminary information will be done by November 15, 2009; the fieldwork will be completed by April 15, 2010; and the final report shall be delivered to the City by June 1, 2010, absent circumstances beyond our control. When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

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

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

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

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

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

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

Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed \$18,400, except as noted above. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

LOWENTHAL, WEBB & ODERMANN, P.A.
Certified Public Accountants

By Audrey M. Odermann

RESPONSE:

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

By: _____

Title: _____

Date: _____

CITY OF BASEHOR

Agenda Item Cover Sheet

Council Agenda Item No. 9

Meeting Date: Nov. 16th, 2009

TOPIC:

Technology Agreement with The Purple Guys

ACTION REQUESTED:

Authorize the Mayor to sign a service agreement with Versent Group, L.L.C. to provide technology related support services to the City of Basehor based on a monthly amount of \$2,075.00.

NARRATIVE:

Council one of the tasks on the list when I arrived was reviewing proposals for Information Technology services for the City of Basehor. There were some good proposals but the scope of the original request did not address some of the areas I felt were most important. The original scope was to replace aging equipment and provide some basic network configuration. After reviewing the system it was apparent that more in depth services were needed. Staff solicited proposals from four companies in the Metro area and conducted interviews onsite with each company. After reviewing the proposals it is my belief that the solution presented by The Purple Guys is the best solution for the City.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Mark Loughry, City Administrator

ADMINISTRATION RECOMMENDATION:

Authorize the signing of the agreement.

COMMITTEE RECOMMENDATION(S):

ATTACHMENTS:

Versent agreement

PROJECTOR NEEDED FOR THIS ITEM?

Memo

Date: 10/25/2009
To: Basehor City Council
Cc: Mayor, Terry Hill
From: Mark Loughry, City Administrator
RE: Information Technology Services *MEL*

Council one of the tasks on the list when I arrived was reviewing proposals for Information Technology services for the City of Basehor. There were some good proposals but the scope of the original request did not address some of the areas I felt were most important. The original scope was to replace aging equipment and provide some basic network configuration. After reviewing the system it was apparent that more in depth services were needed. The current system does not allow for the sharing of calendars or data among departments, has no network security oversight, does not have a managed anti virus program and patch updates are non existent. These are services that are crucial for any network.

Since the scope of services changed so drastically from the original request I decided to request new proposals from companies that could provide an all in one solution. After some research the following companies were contacted and onsite visits were conducted:

Mulberry Tech

The Purple Guys

Redwood Technologies

Erickson Solution Groups

Each company was interviewed and all of the city needs were detailed and equipment needs reviewed. All of the companies except Redwood submitted proposals. All of the proposals were unique in their approach to handle the city needs however one proposal was clearly better than the others.

The Purple Guys proposal was better prepared and offered services and support options that the other firms did not match. I will list some of the most important differences

- Versent Vault
 - Tapeless offsite backups nightly to two separate locations on separate coasts requiring no user interaction
 - In the event of a server failure or disaster the Versent Vault can be turned into a production server using the nightly backup
- Multi layer email filtering
 - Remote email hosting that scans for viruses and filters spam before the email reaches the city network.

Memo

- Hosted Exchange
 - Unlimited mailbox storage with a managed redundant servers and no need to maintain separate licensing.
 - Mobile device support for all formats

The remainder of the services offered was similar amongst the proposals just at varying levels of interaction. The Purple Guys proposal was the only packaged proposal with the other firms offering an a la carte approach making it impossible to get an exact comparison. This also makes it difficult to budget as the amount will differ from month to month and year to year.

The equipment proposals for all companies varied based on configuration and so there is not an accurate comparison price wise. This is not a concern as it is my intent to work with the firm selected to evaluate and select the equipment and then compare prices to the state contract to ensure fair pricing. The equipment will come in below the purchasing authority of the City Administrator and so will not need to come back before the Council.

The proposal for the level of services and support recommended from The Purple Guys is \$24,900 annually. I feel this is a good investment of funds for the City and if we tried to duplicate these services in house the cost would be much greater. This is a non-budgeted expenditure but adequate funds are available in the 2009 budget to finish out this year, and in the 2010 budget to cover next years expense.

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

VERSENTCHECK GOLD SERVICE AGREEMENT

THIS VERSENTCHECK GOLD SERVICE AGREEMENT (the "Agreement") is by and between City of Basehor (herein after called "Client") located at 2620 N. 155th St., Basehor, KS 66007 and Versent Group, L.L.C. ("Versent"), located at 520 West Penway Street, Suite 300, Kansas City, MO 64108.

Effective Date: _____

1. DESCRIPTION OF SERVICES.

Standard Gold Services. Versent shall provide Client with technology support services (the "Services") as described in Exhibit A attached hereto and incorporated herein by this reference. Except as set forth herein, the Services and rates described in Exhibit A may be amended from time to time by written consent of both parties to this Agreement.

Additional Services. Client may, at any time and from time to time during the term of this Agreement, request additional services or the parties may agree that it is necessary to change the scope of the Services (collectively, the "Additional Services"). The Additional Services shall be provided at the hourly rates described below and have payment terms of net 15.

2. PAYMENT. Versent's technology services shall be provided according to the rates set forth in this Section 2 which may be changed pursuant to the terms of this Agreement or upon the agreement of the parties.

Service Fee. Client shall pay to Versent a monthly service fee in exchange for the Services. The monthly Service Fee is \$2075.00, is due on the first day of each month for which the Service is to be provided. Client agrees to pay the Service Fee via Check or Auto Bank Draft.

Change to Service Fee Rates. The Service Fee shall remain the same for one year from the Effective Date but shall be adjusted if the scope of the Services changes. A change in scope shall occur (i) if there is a material change to the technical infrastructure in place as compared to the infrastructure contemplated by this Agreement on the Effective Date; or (ii) any other material change to the Services as contemplated by the parties on the Effective Date. The change to the Service Fee shall apply from the date in the change in Service.

Hourly Rates for Additional Services. Client shall pay to Versent an hourly rate for all the Additional Services. These rates apply to hours used outside of the Service Fee and are subject to change one year after the Effective Date. Additional Services will be billed at the end of each month with NET 15 terms.

\$115 – Remote support outside of retainer (8am–5pm, M-F)

\$125 – On-site support, a \$50/trip charge and a one hour minimum will apply for all on-site support

1.5X – Evening, weekend (6pm-8am M-F, Sat/Sun)

3X – Holiday (Versent Holidays – New Years, Memorial, Independence, Labor, Thanksgiving, Christmas)

Deposit. Client agrees to pay a \$4150.00 deposit (the "Deposit") to Versent on the Effective Date. \$4150.00 of the Deposit will be applied to the Service Fee in the 11th and 12th months following the Effective Date.

Termination Fee. Client agrees to pay to Versent a termination fee in the amount of the Deposit upon cancellation of the Services by the Client within the first six (6) months from the Effective Date. Client acknowledges and agrees that the termination fee is meant to compensate Versent for its substantial upfront work under this Agreement and that the termination fee is not intended by Versent to be punitive. Client agrees that Versent shall keep the Deposit as a termination fee payment.

Setup & On-Boarding Fee. Versent shall provide setup and on-boarding services at time and materials rates applying the hourly rates described in this Section 2.

Additional Expenses. In addition, any reasonable business expenses incurred by Versent related to purchasing products for Client and/or travel expenses, including but not limited to transportation, meals and lodging for site visits shall be considered an additional expense and shall be reimbursed on a dollar-for-dollar basis in addition to the fees stated above.

3. DISPUTED INVOICES; FAILURE TO PAY; COLLECTION COSTS.

Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid pursuant to the terms set forth herein or in a Statement of Work. Client agrees to act in good faith in contesting an invoice. If Client contests an invoice and the issue is not resolved by informed discussion between Client and Versent, a management representative from Client and Versent with decision-making authority shall meet within 14 business days to resolve the disputed invoice. Client shall have 5 business days to pay Versent for any contested amounts that are resolved in favor of Versent. Versent shall delete any contested amounts that are resolved in favor of Client and provide Client with a revised invoice (or statement of account) within 5 business days after resolution. Any disputes under this agreement shall be governed by Kansas Law and if necessary, resolved in the Leavenworth County District Court.

Failure to Pay. If Client fails to pay an invoice within thirty (30) days after its due date, interest will accrue on the unpaid balance at the rate of fifteen (15) percent (or the highest legal rate allowed under Kansas law) per annum, whichever is greater. No interest shall accrue on the portion of any invoice that is contested in good faith until the issue is resolved and the time for paying Versent has passed

4. RESPONSIBILITIES OF CLIENT.

- A. Client must provide Versent with full access to all areas of the facility necessary to complete the Services in a timely manner, including, but not limited to, physical spaces, passwords, keys and codes.
- B. Client will provide to Versent all documentation related to Client's ownership of or third-party license agreements for software, hardware or equipment. Versent will maintain these records and will make quarterly checks to determine whether or not Client is in compliance with all third-party license agreements; *provided that*, (i) Versent shall not be held liable for failure to find any noncompliance with third-party license agreements and (ii) Client shall indemnify Versent against any such liability. Versent will not install, support or troubleshoot unlicensed software, hardware or equipment not owned or licensed by Client.
- C. Client will be responsible for maintaining appropriate hardware maintenance contracts and the replacement cost on hardware owned by Client.
- D. Client must provide a suitable work environment for Versent for any on-site services required, including desk space, access to a telephone and parking.
- E. For purposes of this Section 4, any subcontractor or agent of Versent, that is approved by Client to perform Services hereunder, shall be treated as a Versent employee.
- F. Client shall use any equipment provided by Versent in connection with the Services in accordance with its documentation, which documentation shall be provided by Versent.
- G. Client shall maintain an appropriate environment for the Versent equipment.

5. TERMINATION; EFFECT OF TERMINATION

Terminations: This Agreement may be terminated (i) by either party with 30 days written notice; or (ii) or by Versent with 10 days written notice for a material breach of this Agreement, including a failure to pay. Versent shall have no further liability or obligation to Client as a result of the termination described in this Section 5.

Effect of Termination:

- A. Client shall pay to Versent all outstanding amounts due and owing to Versent through the date of termination under this Agreement.
- B. Client and Versent shall resolve and pay any amounts under disputed invoices.
- C. Client shall surrender the Versent equipment to Versent.

6. NON-SOLICITATION. During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client shall not, directly or indirectly: (1) hire, solicit, or encourage any employee, independent contractor, or subcontractor of Versent to leave Versent's employment or contractual engagement, or (2) hire any such employee, independent contractor, or subcontractor, whether directly or indirectly, who has left Versent's employment or contractual engagement within one year.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Versent, Versent's officers, directors, members, partners, employees and agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court, arbitration or other dispute resolution costs) caused by the willful misconduct or negligent acts or omissions of Client or Client's officers, directors, partners, employees with respect to this Agreement and the services provided hereunder.

To the fullest extent permitted by law, Versent's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Versent and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Versent's negligence bears to the total negligence of Client, Versent, and all other negligent entities and individuals.

8. REMEDIES. Notwithstanding any termination in accordance with the foregoing, either party shall have, and hereby reserve all the rights and remedies that it has or which are granted to it by operation of law, for damages or breach of this Agreement on the part of the other party. In the event the Client breaches, or threatens to breach any of the covenants expressed herein, the damages to Versent will be great and irreparable and difficult to ascertain; therefore, Versent may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling Versent from any other relief in either law or equity.

9. CHOICE OF LAW AND VENUE. This Agreement shall be deemed made in Basehor, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and each party hereby irrevocably submits to venue and personal jurisdiction in the State court for Leavenworth County, Kansas, or the Federal Court in Kansas City, Kansas in any action or proceeding arising out of, or relating to, this Agreement and its enforcement, and agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court. The parties hereby irrevocably consent to the service of any summons or complaint, and any other process that may be served in such actions brought in said courts by the mailing by certified or registered mail, of copies of such process to the party to be served at their address as set forth in the Execution section of this Agreement, or by personal service by any adult or as may be directed by the Court in which such proceedings were filed. The parties hereby irrevocably waive any objection on the ground that any such action or proceeding in either of such Courts has been brought in an inconvenient forum.

10. NOTICES. All notices and demands or other communications, which may be, or are required to be, given hereunder, or with respect hereto, and which are required by the terms of this Agreement to be in writing, shall be given either by personal delivery or by mail, telecopy, facsimile transmission, or other similar delivery system, and shall be deemed to have been delivered when deposited in the mail, first class postage prepaid, or when delivered to the telecopying device or company, charges prepaid, addressed to the respective party at its address noted in the Execution section to this Agreement or to such other addresses as the parties may from time-to-time designate, by written notice, to the other party.

11. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, county code, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

12. WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is amended.

13. FORCE MAJEURE. Performance under this Agreement is subject to interruption and delay due to causes beyond the parties' reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. ASSIGNMENT. This Agreement may not be assigned by Versent without the written consent of Client.

15. MISCELLANEOUS. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement. Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa. Nothing contained herein shall create a contractual relationship with, or any other rights in favor of, any third party. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement, and except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. This Agreement is the joint work product of the parties, and in the event of any ambiguity herein, no inference or construction shall be drawn against a party by reason of document preparation. This Agreement may be executed in counterparts which when taken together will be recognized as a complete original document. The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the parties is binding on the parties. All express representations, nonsolicitation clauses, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Versent Group, L.L.C.

City of Basehor

By: _____

By: _____

[Printed Name]

[Printed Name]

[Title]

[Title]

[Date]

[Date]

520 West Pennway Street, Suite 300
Kansas City, Missouri 64108
Telephone # 816.221.3900
Facsimile # 816.221.3910

2620 N. 155th St.
Basehor, KS 66007
Tel: 913.724.1370
Fax: 913.724.3388

Core Network (Server + Firewall)
Support
Server Monitoring 24x7
<ul style="list-style-type: none"> • Availability • Applications • Processor Utilization • Drive Space • Memory Utilization • Disk Utilization • Event Log
Exchange Monitoring 24x7
<ul style="list-style-type: none"> • Availability • Email Store Size
Hardware and Software Audit
Workgroup Printer Monitoring
Backup Monitoring
Unlimited Phone and Remote Control Support*
Maintenance
Microsoft Patch Management
Log File Maintenance
Printer Setting Management
Security
User Account Administration
File Sharing Permission Administration
Security Administration
Virus Definitions Monitoring
Firewall Monitoring
Firewall Management
Projects & Strategic Planning
Assigned CTO
Unlimited Purchasing Support
Project Research & Proposals
Annual Technology Plans

After Hours Emergency Response
Extended Support Hours
Ability to utilize After Hours Emergency Support Pager (additional fees apply)

* Regular Support hours are Monday – Friday, 8am – 5pm, excluding Versent holidays

The addition of new items into the network (PCs, Servers, Hosted services, etc...), will result in an increased monthly fee. The fee is effective during the month in which the addition occurred. The services required to add any new items into the network will be billed outside of the retainer.

ALL Cell Phone support (Blackberry, Treo, I-phone, etc...) is billed outside of the retainer.

Accepted By: _____

Printed: _____

Date: _____

PCs & Service Desk
Support
PC/Laptop Monitoring
<ul style="list-style-type: none"> • Availability • Free Disk Space • Hard Drive
AntiSpyware Software
Unlimited Phone and Remote Control Support*
Microsoft Application Support
VPN Client Management
Maintenance
Hardware and Software Audit
Desktop Optimization & Management
Security
Software Patch Management
Antivirus Software Monitoring
Antivirus Software Management
Spyware and Adware Removal

Anti-SPAM
VersentFilter – Anti-SPAM
VersentFilter Anti-SPAM filter per user

Data Backup & Disaster Recovery
VersentVault - Tapeless Backup & DR Solution
Tapeless Backup
On-site storage device: 1 TB of storage
Business Continuity
Server Restoration w/in 8 business hours
Disaster Recovery
Remote, Redundant Data Backup (Includes first 100GB, \$2.50/Gig/month over)

Costs/Details		
Item	#/Y/N	\$
Core Network	1	\$500
PCs & Service Desk	15	\$750
Additional Server(s)	1	\$100
Anti-SPAM	Y	Included
Data Backup	Y	\$350
After Hours Support	N	
Hosted Exchange (unlimited storage)	15	\$375
Monthly Total**		\$2075

Hourly Rates	
Remote Support	\$115
On-site support	\$125
Evening, Weekend	1.5X
Holidays	3X

Memo

Date: November 16, 2009

To: Mayor and City Council

From: Mark Loughry, City Administrator

Re: City Administrator's Report

Items included in the City Administrator's Report are as follows:

1. Basehor Park & Tree Advisory Board – Matter of Record
2. Vendor Payments

Please feel free to contact me if you have any questions.

Matter of Record

Basehor Park & Tree Advisory Board

Due to lack of agenda items, the Park & Tree Advisory Board will not meet from November 2009 to February 2010.

Check Register Report

Date: 10/26/2009

Check Number	Check Date	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
17128	10/20/2009	SUBURBAN W 11237	SUBURBAN WATER 19-000-891	RELOCATION WATER/WASTEWATER	54,856.00
				Check Amount	<u>54,856.00</u>
17129	10/26/2009	ALERT 11245	A.L.E.R.T, INC 01-004-761	RADAR CERTIFICATIONS	280.00
				Check Amount	<u>280.00</u>
17130	10/26/2009	ADVANCE IN 11243	ADVANCE INSURANCE COMPANY 01-000-209	ADD & LIFE INSURANCE PREMIUM	105.60
				Check Amount	<u>105.60</u>
17131	10/26/2009	ADVANCE PE 11244 11244	ADVANCE PEST CONTROL 01-008-799 05-009-799	PEST CONTROL PARK/WWTF	27.50 94.30
				Check Amount	<u>121.80</u>
17132	10/26/2009	BASEHOR VF 11270	BASEHOR VFW POST 11499 01-001-781	2009 DONATION	1,000.00
				Check Amount	<u>1,000.00</u>
17133	10/26/2009	BENOIT 11248	ANGELA BENOIT 01-000-421	COURT FINES REFUND	5.00
				Check Amount	<u>5.00</u>
17134	10/26/2009	BLACKTOP P 11246	BLACKTOP PAVING & CONSTRUCTION 18-000-893	BTC-STREET/STORM SEWER	409,533.01
				Check Amount	<u>409,533.01</u>
17135	10/26/2009	BLUE CROSS 11247	BLUE CROSS & BLUE SHIELD OF KS 01-000-209	MEDICAL INSURANCE WITHHOLDING	12,145.22
				Check Amount	<u>12,145.22</u>
17136	10/26/2009	CARTER WAT 11249	CARTER WATERS CORPORATION 10-000-811	1 TON ASPHALT PATCH MATERIAL	95.12
				Check Amount	<u>95.12</u>
17137	10/26/2009	CITY OF LE 11250	CITY OF LENEXA 01-004-774	INVESTIGATIVE FORCE TRAINING	200.00
				Check Amount	<u>200.00</u>
17138	10/26/2009	EFTPS 11238 11238 11238	EFTPS 01-000-202 01-000-205 01-000-204	FED/SS/MEDI WITHHOLDING PYMT	3,622.30 1,183.10 5,058.46
				Check Amount	<u>9,863.86</u>
17139	10/26/2009	ENGINEERIN 11251	ENGINEERING JOBS, LLC 01-017-799	60 DAY ONLINE POSTING-ENGINEER	45.00
				Check Amount	<u>45.00</u>
17140	10/26/2009	GRIFFIN/WI 11239	WILLIAM GRIFFIN 01-000-858	PAYROLL DIRECTED DEDUCTION	200.00
				Check Amount	<u>200.00</u>
17141	10/26/2009	HEART TOW 11252	HEARTLAND TOW INC 01-004-761	VEHICLE SERVICE/REPAIRS	

Check Register Report

Check Number	Check Date	Vendor# Ref#	Vendor Name GL Number	Check Description	Date: 10/26/2009 Amount
17142	10/26/2009	HICKS 11253	JARROD HICKS 01-000-421	COURT FINES REFUND	316.14
				Check Amount	<u>316.14</u>
					3.50
				Check Amount	<u>3.50</u>
17143	10/26/2009	KBI LAB 11254	KANSAS BUREAU OF INVESTIGATION 01-000-859	COURT COSTS-LAB FEES	400.00
				Check Amount	<u>400.00</u>
17144	10/26/2009	KS DOR WTH 11240	KANSAS DEPARTMENT OF REVENUE 01-000-206	KS STATE WITHHOLDING PYMT	1,644.09
				Check Amount	<u>1,644.09</u>
17145	10/26/2009	KANSAS PAY 11241	KANSAS PAYMENT CENTER 01-000-858	PAYROLL DIRECTED DEDUCTION	379.50
				Check Amount	<u>379.50</u>
17146	10/26/2009	KPF EFT 11242	KPF EFT PROGRAM 01-000-208	KPF RETIREMENT WITHHOLDING	3,806.78
		11242	01-000-211		7.45
				Check Amount	<u>3,814.23</u>
17147	10/26/2009	KRYSTAL CL 11255	KRYSTAL CLEAR PROMOTIONS 01-004-803	POLICE MAGNETS/PENCILS	1,321.60
				Check Amount	<u>1,321.60</u>
17148	10/26/2009	LEAV COOP 11256	LEAVENWORTH COUNTY CO-OP 05-009-804	DIESEL FUEL	905.73
		11256	01-002-804		905.73
				Check Amount	<u>1,811.46</u>
17149	10/26/2009	MCAFEE HEN 11257	MCAFEE HENDERSON SOLUTIONS 01-000-856	ENGINEERING SERVICES	600.00
		11257	19-000-765		9,215.00
		11257	18-000-765		8,850.00
		11257	10-000-765		14,875.00
		11257	01-017-765		2,627.50
				Check Amount	<u>36,167.50</u>
17150	10/26/2009	MCBRATNEY 11258	KIANN MCBRATNEY 01-004-767	HOURLY PROSECUTOR FEES	646.00
				Check Amount	<u>646.00</u>
17151	10/26/2009	MILLER 11259	MILLER SIGN SHOPPE 01-008-799	SIGNS CITY PARK-INFO BOARD	500.00
				Check Amount	<u>500.00</u>
17152	10/26/2009	NEXTEL 11260	NEXTEL COMMUNICATIONS 01-001-758	CELL PHONE MONTHLY CHARGES	0.42
		11260	05-009-758		116.65
		11260	01-017-758		58.66
		11260	01-004-758		270.31
		11260	01-002-758		99.28
				Check Amount	<u>545.32</u>
17153	10/26/2009	OMBPOLLENE	OMB POLICE SUPPLY, INC	ULTRASTINGER BULB	

Check Register Report

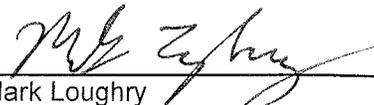
Date: 10/26/2009

Check Number	Check Date	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
		11261	01-004-803		7.99
				Check Amount	<u>7.99</u>
17154	10/26/2009	PITNEY BOW 11263	PITNEY BOWES 05-009-808	POSTAGE REFILL	50.00
		11263	01-017-808		50.00
		11263	01-004-808		50.00
		11263	01-001-808		50.00
				Check Amount	<u>200.00</u>
17155	10/26/2009	QUILL 11262	QUILL 01-001-801	OFFICE SUPPLIES	347.61
		11262	01-004-801		109.78
				Check Amount	<u>457.39</u>
17156	10/26/2009	REILLY & S 11264	REILLY & SONS, INC. 01-001-779	INSURANCE-POLICE RADIOS	1,683.00
				Check Amount	<u>1,683.00</u>
17157	10/26/2009	RON WEERS 11272	RON WEERS CONSTRUCTION, INC. 18-000-892	BTC-SANITARY SEWER PROJECT	39,930.30
				Check Amount	<u>39,930.30</u>
17158	10/26/2009	SAFE HARBO 11265	SAFE HARBOR 01-004-759	2 DOGS	40.00
				Check Amount	<u>40.00</u>
17159	10/26/2009	SELECT IMA 11266	SELECT IMAGING 01-001-799	FILEBOUND HOSTING FEES	300.00
				Check Amount	<u>300.00</u>
17160	10/26/2009	SELECT SEC 11267	SELECT SECURITY SYSTEMS 01-005-799	SECURITY SERVICES-WWTF & CH	60.00
				Check Amount	<u>60.00</u>
17161	10/26/2009	TONGANOXIE 11268	TONGANOXIE ROCKS & SALT COMPAN 10-000-812	ROCK SALT FOR WINTER WEATHER	7,310.25
				Check Amount	<u>7,310.25</u>
17162	10/26/2009	TOTAL ELEC 11269	TOTAL ELECTRIC CONSTRUCTION CO 10-000-799	TRAFFIC SIGNAL REPAIR	192.94
				Check Amount	<u>192.94</u>
17163	10/26/2009	WALMART MA 11271	WALMART 01-003-803	TRASH CAN/BATTERIES/SUPPLIES	106.28
		11271	01-005-803		136.60
		11271	01-004-803		110.25
		11271	01-004-759		29.44
				Check Amount	<u>382.57</u>
17164	10/26/2009	WESTAR GRP 11273	WESTAR ENERGY 01-008-753	UTILITIES/STREET LIGHTS	67.55
		11273	01-005-753		214.67
		11273	05-009-753		5,767.70
		11273	01-002-787		19.18
				Check Amount	<u>6,069.10</u>

Check Register Report

Date: 10/26/2009

Check Number	Check Date	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
17165	10/26/2009	WESTLAKE A 11274	WESTLAKE ACE HARDWARE INC 05-009-814	DRAIN PLUGS - WWTF	12.58
				Check Amount	<u>12.58</u>
17166	10/26/2009	WINNING ED 11275	WINNING EDGE TRAINING 01-004-774	MENTAL PREPERATION VIOLENT	270.00
				Check Amount	<u>270.00</u>
17167	10/26/2009	ING LIFE 11276	ING LIFE INSURANCE & ANNUITY 01-000-212	DEFERRED COMP WITHHOLDING	5,775.92
				Check Amount	<u>5,775.92</u>
17168	10/26/2009	PRAY 11277	WILLIAM E. PRAY 01-004-766	MUNICIPAL COURT JUDGE	300.00
				Check Amount	<u>300.00</u>
17169	10/26/2009	VISION SER 11278	VISION SERVICES PLAN 01-000-749	VISION INSURANCE PYMT	465.51
				Check Amount	<u>465.51</u>
				Grand Total:	<u>599,457.50</u>



 Mark Loughry
 City Administrator



 Susan Adams
 Treasurer

Check Register Report

Date: 11/04/2009

Check Number	Check Date	Vendor# Ref#	Vendor Name GL Number	Check Description	Amount
17170	11/04/2009	BURNS & MC 11279	BURNS & MCDONNELL 05-009-765	PROFESSIONAL SERVICES-NEW	24,733.45
				Check Amount	<u>24,733.45</u>
17171	11/04/2009	CAS CONSTR 11280	CAS CONSTRUCTION LLC 05-009-865	WWTP EXPANSION & UPGRADE	190,891.92
				Check Amount	<u>190,891.92</u>
17172	11/04/2009	DANIELS EX 11281	DANIELS EXCAVATING LLC 01-017-776	DEMOLITION - 2 FOUNDATIONS	6,000.00
				Check Amount	<u>6,000.00</u>
17173	11/04/2009	MIDWEST PU 11282	MIDWEST PUBLIC RISK 01-000-203	DENTAL INSURANCE PYMT	1,145.00
				Check Amount	<u>1,145.00</u>
17174	11/04/2009	VISA 11283	VISA 01-017-760	ADVERTISING/TRAINING/EQUIPMENT	659.96
		11283	01-004-850		469.00
		11283	01-004-808		17.60
		11283	01-004-774		657.00
		11283	01-003-803		194.55
		11283	01-001-803		96.14
				Check Amount	<u>2,094.25</u>
17175	11/04/2009	WESTLAND C 11284	WESTLAND CONSTRUCTION 12-000-850	GAS MAIN/WATER LINE INSTALLATI	4,000.00
				Check Amount	<u>4,000.00</u>
				Grand Total:	<u>228,864.62</u>

Mark Loughry 11-5-09

 Mark Loughry Date
 City Administrator

Susan Adams 11/05/09

 Susan Adams Date
 Treasurer