



**AGENDA**  
**BASEHOR CITY COUNCIL**  
**AUGUST 20, 2012 7:00 p.m.**  
**Basehor City Hall**

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1. **Roll Call** by Mayor David K. Breuer and Pledge of Allegiance
2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
  - a. Approve July 11, 16 & 18 Minutes
  - b. Approve Treasurer's Report
  - c. Resolution No. 2012-18 / Approve Pavement Management Agreement
  - d. Approve STO Ordinance
  - e. Approve UPOC Ordinance
  - f. Resolution No. 2012 -16 / Approve ZIP Code Realignment Request

**3. Call to Public**

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

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

**New Business**

5. Settlement of Notice of Claim
6. **City Administrator's Report**
  - Pinehurst Roundabout Update
7. **Mayor's Report**
8. **Council Members Report**
9. **Executive Session** (if needed)
10. **Adjournment**

*Per K.S.A. 75-438 the City Council Meeting agenda is available for review at Basehor City Hall, 2620 North 155<sup>th</sup> Street.*



## REQUEST TO CALL A SPECIAL COUNCIL MEETING

July 2, 2012

The Honorable David K. Breuer  
Mayor of Basehor, Kansas

We, the undersigned Council Members of the City of Basehor, Kansas, hereby respectfully request to call a Special Council Meeting/Joint Planning Commission Meeting to be held on July 11, 2012, at Basehor Community Library located at 1400 158th Street, Basehor, KS 66007. The meeting will begin at 4:30 p.m. for the purpose of discussing:

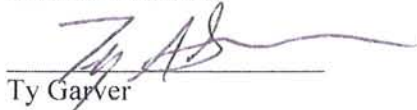
1. Potential City Boundaries and Annexation Discussion
2. Comprehensive Plan Update
3. K-7 Corridor Plan Update
4. US 24/40 Corridor Plan Update
5. Future Special Benefit District Requirements
6. Sewer System Master Plan Update
7. Discuss Utility Rate Study
8. Executive Session; if needed

No decisions will be made or actions taken.

Signed:

Travis Miles, Council President

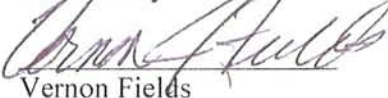
  
Richard Drennon

  
Ty Garver

Attest:

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

Brian Healy

  
Vernon Fields



**Minutes**  
**Basehor City Council Special Meeting**  
**Joint Session with Planning Commission**  
**Basehor Community Library, July 11, 2012**  
**1400 158<sup>th</sup> Street, Basehor KS**

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**Call to Order:**

Mayor David K. Breuer called the meeting to order at approximately 4:30 p.m.

**Roll Call:**

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

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

Planning Commissioners Present: Chairman Ed Bush, Vice Chair John Gallion, John Mathews, Kevin Istas, Terry Gall, Tracey Hannah

**Purpose of Special Meeting: Joint Planning Commission Discussion**

1. Potential City Boundaries and Annexation Discussion
2. Comprehensive Plan Update
3. K-7 Corridor Plan Update
4. US 24/40 Corridor Plan Update
5. Future Special Benefit District Requirements
6. Sewer System Master Plan Update
7. Discuss Utility Rate Study
8. Executive Session; if needed

Both the City Council and Planning Commission agreed the City's Comprehensive Plan needed to be addressed. No action was taken or decisions were made.

Signed:

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David K. Breuer, Mayor

Attest:

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Corey Swisher, City Clerk/Finance Director



**MINUTES**  
**BASEHOR CITY COUNCIL**  
JULY 16, 2012 7:00 p.m.  
Basehor City Hall

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

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

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

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

Not Present: Vernon Fields

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

- a. Approve June 4, 18 & 25 Basehor City Council Meeting Minutes
- b. Approve June Treasurer's Report
- c. Resolution 2012-12 - Approve KDOT Agreement No. 112-12
- d. Resolution 2012-13 - Approve KDOT Agreement No. 113-12
- e. Ordinance No. 613 – Approve 2804 North 155<sup>th</sup> Street Rezoning
- f. Approve Agreement with Electronic Transaction Systems Corporation

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

**3. Call to Public**

Iris Dysart expressed concern about employee wages.

**4. Unfinished Business**

There was none.

**New Business**

- 5. Consider Short Term Conditional Use Permit – Basehor Chamber of Commerce Circus**  
07.16.12 Basehor City Council Meeting Minutes



Miles moved to approve the permit and waive any associated fees with Garver seconding. The motion passed unanimously, 4-0.

**6. Employee Salary Range Review**

Healy moved to approve the salary ranges with Drennon seconding. The motion passed unanimously, 4-0.

**7. 2013 Operating Budget Review**

Martley introduced the 2013 Operating Budget. There were no questions.

**8. Establish 2013 Budget Public Hearing Date**

Miles moved to set the Budget Hearing for August 6<sup>th</sup> at 6:00 p.m. with Garver seconding. The motion passed unanimously, 4-0.

**9. Consider Pinehurst Roundabout Renovation**

Healy moved to approve the roundabout renovation recommendation with Drennon seconding. The motion passed unanimously, 4-0.

**10. Leavenworth County Sewer District #3 Annexation**

Council directed staff to return the matter to the Governing Body in January of 2013.

**11. City Administrator's Report**

Martley reported the City's "Click it or Ticket" campaign resulted in the issuance of 71 citations.

**12. Mayor's Report**

Breuer thanked the Planning Commission for participating in a joint meeting.

**13. Council Members Report**

Garver stated he believed the joint Planning Commission meeting had been valuable.

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

Healy moved to enter Executive Session for the purpose of attorney-client privilege and to return at 8:00 p.m. with Miles seconding. The motion passed unanimously, 4-0. The Council returned at 8:00 p.m. with no action being taken.

Miles moved to enter Executive Session for the purpose of attorney-client privilege and to return at 8:15 p.m. with Healy seconding. The motion passed unanimously, 4-0. The Council returned at 8:15 p.m. with no action being taken.

Healy moved to enter Executive Session for the purpose of attorney-client privilege and to return at 8:40 p.m. with Drennon seconding. The motion passed unanimously, 4-0. The Council returned at 8:40 p.m. with no action being taken.

City legal Council including Mike Seck and Shannon Marcano along with Interim City Administrator/Police Chief Lloyd Martley attended the three Executive Sessions.

**15. Adjournment**

Healy moved to adjourn with Garver seconding. The motion passed unanimously, 4-0.

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

Attest:

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



## REQUEST TO CALL A SPECIAL COUNCIL MEETING

July 16, 2012

The Honorable David K. Breuer  
Mayor of Basehor, Kansas

We, the undersigned Council Members of the City of Basehor, Kansas, hereby respectfully request to call a Special Council Meeting/Joint Planning Commission Meeting to be held on July 18, 2012, at Basehor City Hall located at 2620 North 155<sup>th</sup> Street, Basehor, KS 66007. The meeting will begin at 7:00 a.m. for the purpose of considering:

1. A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, AUTHORIZING IMPROVEMENTS TO THE SEWERAGE SYSTEM OF THE CITY; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.
2. A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2012.

Signed:

Travis Miles, Council President

Richard Drennon

Ty Garver

Brian Healy

Attest:

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

\_\_\_\_\_  
Vernon Fields





## **Minutes**

### **Basehor City Council Special Meeting**

### **Basehor City Hall, July 18, 2012**

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#### **Call to Order:**

Mayor David K. Breuer called the meeting to order at approximately 7:00 a.m.

#### **Roll Call:**

Council Members Present: Mayor David K. Breuer, Brian Healy, Dick Drennon, Ty Garver

Not Present: Vernon Field, Travis Miles

Staff Present: Interim City Administrator/Police Chief Lloyd Martley, City Clerk/Finance Director Corey Swisher, City Bond Counsel Gary Anderson (Gilmore & Bell), City Financial Advisor Bryan Kidney (Springsted Inc.)

#### **Purpose of Special Meeting/Action Items:**

1. Resolution 2012-14: A Resolution of the City of Basehor, Kansas, Authorizing Improvements to the Sewerage System of the City; and Providing for the Payment of the Costs Thereof.

Healy moved to approve the Resolution with Garver seconding. The motion passed unanimously, 3-0.

2. Resolution 2012-15: A Resolution Authorizing the Offering for Sale of General Obligation Refunding and Improvement Bonds, Series 2012.

Healy moved to approve the Resolution with Drennon seconding. The motion passed unanimously, 3-0.

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

Attest:

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



# The City of Basehor

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**Date:** August 13, 2012

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

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

**Re:** August 2012 Treasurer's Report

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**Background:**

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending July 31, 2012.

**Attachments:**

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

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# CITY OF BASEHOR

## JULY 2012 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Collected	% Utilized	Current Balance
General	\$1,867,561	\$1,410,047	\$918,064	76%	49%	\$607,841
Special Park	\$25,000	\$6,533	\$15,339	26%	61%	\$125,574
Sewer	\$1,379,625	\$765,967	\$602,028	56%	44%	\$712,576
Cedar Lake Maintenance	\$40,000	\$15,530	\$12,448	39%	31%	\$13,394
Bond & Interest	\$702,234	\$817,263	\$194,657	116%	28%	\$981,863
Solid Waste	\$280,897	\$171,463	\$77,310	61%	28%	\$130,862
Special Highway	\$715,000	\$298,389	\$95,310	42%	13%	\$2,140,391
Municipal Equip. Reserve	\$8,840	\$549	\$12,007	6%	136%	\$309,624
Capital Improvement	\$0	\$43,212	\$0	0%	100%	\$1,374,034
Employee Benefit	\$489,630	\$428,821	\$247,621	88%	51%	\$130,668
LCSD#3	\$33,000	\$20,592	\$7,105	62%	22%	\$22,876
	\$5,541,787	\$3,978,366	\$2,181,889	72%	39%	\$6,549,703

### Department

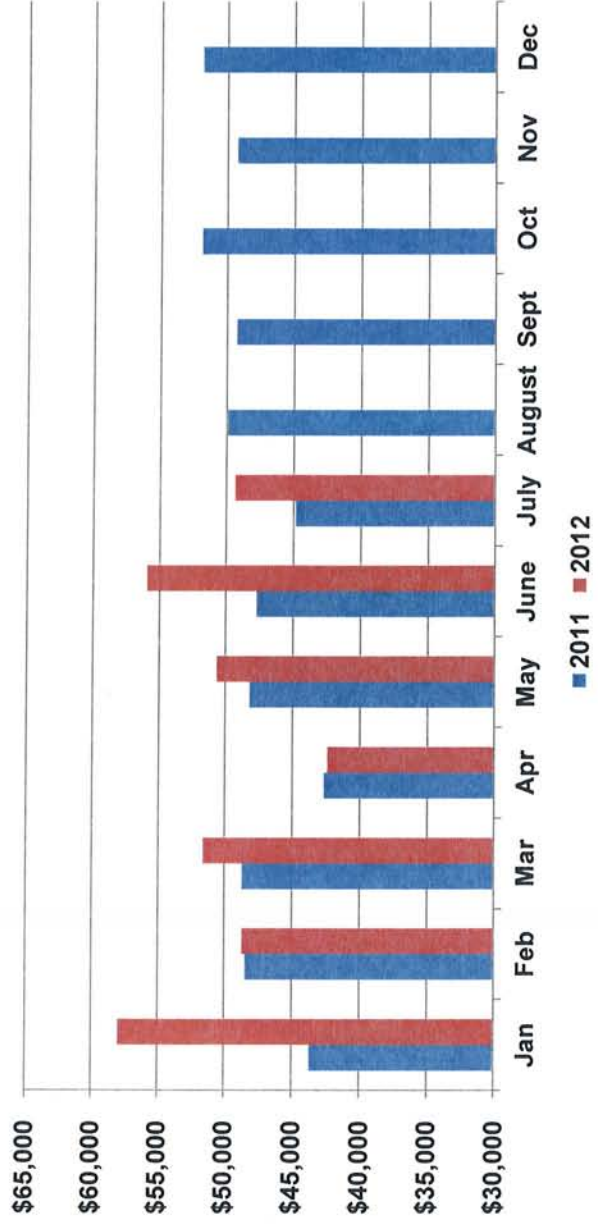
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$306,950	\$192,128	\$114,822	63%
Street	\$183,100	\$98,445	\$84,655	54%
Governing Body	\$44,614	\$30,626	\$13,988	69%
Police	\$771,650	\$398,723	\$372,927	52%
Facilities	\$131,775	\$65,798	\$65,977	50%
Administrator	\$141,600	\$29,014	\$112,586	20%
Park & Recreation	\$32,955	\$14,960	\$17,995	45%
Miscellaneous	\$85,518	\$15,895	\$69,623	19%
HR	\$16,000	\$12,813	\$3,187	80%
Planning	\$153,400	\$59,662	\$93,738	39%
	\$1,867,562	\$918,064	\$949,498	49%

# MONTHLY SALES TAX COLLECTIONS 2008-2012

	2008	2009	2010	2011	2012	Monthly Diff. '11 - '12	% Difference	2011 YTD	2012 YTD	Diff. '11 - '12	% Difference
Jan	43,516.85	43,726.32	44,933.16	43,677.78	57,962.61	14,284.83	32.7%	43,677.78	57,962.61	14,284.83	32.7%
Feb	46,544.07	49,937.92	59,338.25	48,453.55	48,668.43	214.88	0.4%	92,131.33	106,631.04	14,499.71	15.7%
Mar	46,125.81	59,417.29	44,064.14	48,692.52	51,596.39	2,903.87	6.0%	140,823.85	158,227.43	17,403.58	12.4%
Apr	41,298.70	41,900.26	46,686.51	42,633.11	42,372.82	-260.29	-0.6%	183,456.96	200,600.25	17,143.29	9.3%
May	44,634.80	41,070.02	47,865.00	48,186.99	50,639.59	2,452.60	5.1%	231,643.95	251,239.84	19,595.89	8.5%
June	52,647.16	43,320.60	48,059.05	47,682.94	55,921.34	8,238.40	17.3%	279,326.89	307,161.18	27,834.29	10.0%
July	47,720.81	46,612.85	43,151.43	44,834.43	49,304.00	4,469.57	10.0%	324,161.32	356,465.18	32,303.86	10.0%
Aug	47,209.53	50,284.61	52,935.19	49,903.11							
Sept	50,855.51	52,550.48	52,062.71	49,250.84							
Oct	48,068.36	52,382.92	47,483.47	51,883.08							
Nov	43,264.92	47,111.87	44,789.92	49,270.35							
Dec	43,884.31	56,073.14	46,693.70	51,874.96							
	555,770.83	584,388.28	578,062.53	576,343.66	356,465.18						

2012 TDD \$5,977.49

## 2010-11 Month to Month Comparison





## SOLID WASTE FUND HIGHLIGHTS

For the Month of July 2012

MONTH	2011	2012	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,639	1,653	0.85%
February	1,635	1,655	1.21%
March	1,633	1,665	1.92%
April	1,638	1,672	2.03%
May	1,639	1,690	3.02%
June	1,642	1,688	2.73%
July	1,639	1,690	3.02%
August	1,639		
September	1,645		
October	1,647		
November	1633		
December	1639		
<b>AVERAGE</b>	1,639	1,673	2.05%

MONTH	2011	2012	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$16,413.01	\$23,276.77	29.49%
February	\$23,010.32	\$23,320.00	1.33%
March	\$22,959.12	\$23,379.98	1.80%
April	\$23,033.99	\$23,518.26	2.06%
May	\$23,040.15	\$23,794.81	3.17%
June	\$23,065.60	\$23,774.99	2.98%
July	\$23,017.69	\$23,719.21	2.96%
August	\$23,030.35		
September	\$23,112.81		
October	\$23,166.10		
November	\$23,016.61		
December	\$14,899.96		
<b>TOTAL</b>	\$261,765.71	\$164,784.02	

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





## SEWER FUND HIGHLIGHTS

For the Month of July 2012

MONTH	2011 SWR COUNT	2012 SWR COUNT	% DIFFERENCE
January	1679	1789	6.15%
February	1676	1792	6.47%
March	1679	1797	6.57%
April	1774	1799	1.39%
May	1781	1801	1.11%
June	1779	1798	1.06%
July	1778	1799	1.17%
August	1781		
September	1774		
October	1777		
November	1770		
December	1776		
<b>AVERAGE</b>	1752	1796	2.47%

MONTH	2011 SWR BILLED	2012 SWR BILLED	% DIFFERENCE
January	\$80,781.73	\$89,188.63	10.41%
February	\$80,627.21	\$89,662.48	11.21%
March	\$80,471.02	\$88,970.52	10.56%
April	\$80,010.76	\$89,233.29	11.53%
May	\$90,216.49	\$91,548.66	1.48%
June	\$89,998.38	\$89,646.47	-0.39%
July	\$89,284.06	\$90,508.05	1.37%
August	\$90,683.38		
September	\$91,270.81		
October	\$91,521.37		
November	\$86,644.10		
December	\$86,654.61		
<b>TOTAL</b>	\$1,038,163.92	\$628,758.10	

MONTH	2011 AVERAGE SWR BILL	2012 AVERAGE SWR BILL	% DIFFERENCE
January	\$48.11	\$49.85	3.61%
February	\$48.11	\$50.03	4.00%
March	\$47.93	\$49.51	3.30%
April	\$45.10	\$49.60	9.97%
May	\$50.65	\$50.83	0.36%
June	\$50.59	\$49.86	-1.44%
July	\$50.22	\$50.31	0.18%
August	\$50.92		
September	\$51.45		
October	\$51.50		
November	\$48.95		
December	\$48.79		
<b>AVERAGE</b>	\$49.36	\$50.00	1.29%

Check Register Report

Date: 07/16/2012  
 Time: 2:01 PM  
 Page: 1

City Of Basehor

BANK: First State Bank


Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19798	07/16/2012	Printed		APACKANSAS	APAC-KANSAS INC	LIME SCREENINGS/FOD FIELDS	259.91
19799	07/16/2012	Printed		ATHCO	ATHCO, LLC	(3) NEW SCOREBOARDS/FOD	12,440.00
19800	07/16/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	15,173.88
19801	07/16/2012	Printed		BRANDT FAB	BRANDT FABRICATING	BRACKETS/MOUNT/FOD SCORBRD	483.40
19802	07/16/2012	Printed		CASEY/RYAN	RYAN & HEATHER CASEY	YOUTH SPORTS REBATE X2	75.00
19803	07/16/2012	Printed		ELITE ELEC	ELITE ELECTRIC INC	WIRING/(3) SCOREBOARDS @ FOD	1,728.19
19804	07/16/2012	Printed		FASTENAL	FASTENAL COMPANY	MISC SHOP SUPPLIES	286.36
19805	07/16/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	457/401 RETIREMENT CONTRIB	2,680.26
19806	07/16/2012	Printed		IDEAL LAWN	IDEAL LAWN & LANDSCAPE	BASEHOR BLVD MOWING/JUNE	90.00
19807	07/16/2012	Printed		IIMC	INT INST OF MUN CLERKS ASSO	MBRSHP/SWISHER,C/1 YR	135.00
19808	07/16/2012	Printed		JACKSON/JA	JARED JACKSON	YOUTH SPORTS REBATE	45.00
19809	07/16/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI MONTHLY FACILITY FLOW TESTS	333.00
19810	07/16/2012	Printed		KBI LAB	KANSAS BUREAU OF INVESTIGATION	LAB FEES/HATMAKER, J K	400.00
19811	07/16/2012	Printed		KS DEPT OF	KANSAS DEPT OF TRANSPORTATION	LOAN PYMT/PRINC + INT+ SVC FEE	78,666.67
19812	07/16/2012	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC (71)/JUNE	74.55
19813	07/16/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	635.65
19814	07/16/2012	Printed		KELLER	KELLER FIRE & SAFETY	INSPECT FOD FIRE SYSTEM	155.00
19815	07/16/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,450.49
19816	07/16/2012	Printed		MERCHANT S	MERCHANT SERVICES GROUP	CITYWIDE CREDIT CARD FEES	140.19
19817	07/16/2012	Printed		MITCHELL	JENNIFER MITCHELL	YOUTH SPORTS REBATE	45.00
19818	07/16/2012	Printed		PREMIER	PREMIER OVERHEAD DOOR	REPAIR SHOP DOORS/MAINT BLDG	300.00
19819	07/16/2012	Printed		SELECT SEC	SELECT SECURITY SYSTEMS INC	MNTHLY MONITOR/JULY/CITY HALL	103.00
19820	07/16/2012	Printed		SPECTRA	SPECTRA	48 CANS/GREEN MRKG PAINT	768.32
19821	07/16/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	9,647.94
19822	07/16/2012	Printed		WHISENANT	SHANNON WHISENANT	YOUTH SPORTS REBATE	45.00
19823	07/16/2012	Printed		WILLIAMS/A	APRIL WILLIAMS	YOUTH SPORTS REBATE X2	90.00

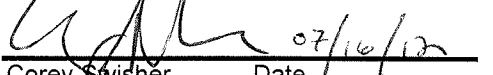
Total Checks: 26


Checks Total (excluding void checks): 130,251.81

Total Payments: 26

Grand Total (excluding void checks): 130,251.81

  
 Lloyd Martley Date 7-16-12  
 Interim City Administrator

  
 Corey Swisher Date 07/16/12  
 City Clerk/Finance Director

  
 Kristi Olson Date 7/16/12  
 Accounting Clerk

Check Register Report

Date: 07/25/2012

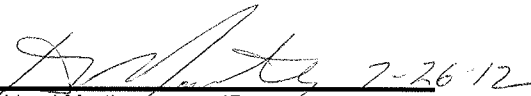
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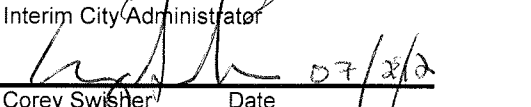
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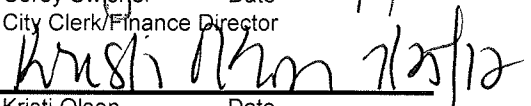
City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19824	07/23/2012	Printed		BIZZELL/JA	JAKE & JENNIFER BIZZELL	YOUTH SPORTS REBATE X2	90.00
19825	07/23/2012	Printed		ESPINOZA/S	STEPHANIE ESPINOZA	YOUTH SPORTS REBATE	45.00
19826	07/23/2012	Printed		FELICH	MICHAEL & KELLIE FELICH	YOUTH SPORTS REBATE	45.00
19827	07/23/2012	Printed		SUMAN	JEROMY & MEGHAN SUMAN	YOUTH SPORTS REBATE	45.00
19828	07/25/2012	Printed		AFFINIS	AFFINIS CORP	DESIGN SVCS/WC PKY IMPROVMNT	12,121.63
19829	07/25/2012	Printed		ASPHALT	ASPHALT SALES COMPANY INC	ASPHALT MIX/STREET REPAIRS	644.33
19830	07/25/2012	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	91.20
19831	07/25/2012	Printed		DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	SPEC PICKUP/DEBRIS @ FOD	272.57
19832	07/25/2012	Printed		GREEN ACRE	GREEN ACRES LAWN & LANDSCAPE	RESEEDING,WATERING/150TH ST	1,740.00
19833	07/25/2012	Printed		HR HAVEN	HR-HAVEN INC	HR RETAINER FEE/JULY 2012	500.00
19834	07/25/2012	Printed		KACM	KACM	REG/DOCKERY, T/FALL CONF	50.00
19835	07/25/2012	Printed		KELLY	MICHAEL E KELLY	CITY PROSECUTOR FEES	400.00
19836	07/25/2012	Printed		LAWN TAMER	LAWN TAMERS	CONTRACT MOW/2805 N 155TH ST	227.50
19837	07/25/2012	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES	175.00
19838	07/25/2012	Printed		NORTHERN S	NORTHERN SAFETY COMPANY	SAFETY EQUIP-PWD @ WWTF	911.30
19839	07/25/2012	Printed		PIERCE	BOB PIERCE	REIMB TOLL/TRAINING	1.50
19840	07/25/2012	Printed		REGISTER	REGISTER OF DEEDS	RECORDING FEE/ROW 158TH ST	84.00
19841	07/25/2012	Printed		SCHROCK	JERETH SCHROCK	REIMB CITATION OVERPAYMENT	10.00
19842	07/25/2012	Printed		SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEE/1 MONTH	300.00
19843	07/25/2012	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEE	400.00
19844	07/25/2012	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SVC/JULY 2012	387.00
19845	07/25/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	4,603.77
19846	07/25/2012	Printed		WINGFOOT	WINGFOOT COMMERCIAL TIRES	POLICE CAR TIRES (10)	1,071.70
19847	07/25/2012	Printed		WRIGHT EX	WRIGHT EXPRESS	JUNE 2012 FUEL CHARGES	3,234.07
<b>Total Checks: 24</b>						<b>Checks Total (excluding void checks):</b>	<b>27,450.57</b>
<b>Total Payments: 24</b>						<b>Grand Total (excluding void checks):</b>	<b>27,450.57</b>

  
 Lloyd Martley Date 7-26-12  
 Interim City Administrator

  
 Corey Swisher Date 07/25/12  
 City Clerk/Finance Director

  
 Kristi Olson Date 7/25/12  
 Accounting Clerk

Check Register Report

Date: 08/13/2012  
 Time: 11:51 AM  
 Page: 1

City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19848	08/10/2012	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP ADD/LIFE/STD/LTD	603.92
19849	08/10/2012	Printed		AFLAC	AFLAC	EMPLOYEE CAFETERIA PLAN/JULY	936.96
19850	08/10/2012	Printed		AM FAMILY	AMERICAN FAMILY INS GROUP	REIMB OVERPYMT/POLICE REPORT	4.00
19851	08/10/2012	Printed		BASEHOR AW	BASEHOR AWARDS & TROPHIES	NAME PLATE/HANNAH,T/PLAN COM	8.75
19852	08/10/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	15,173.88
19853	08/10/2012	Printed		BRANDT FAB	BRANDT FABRICATING	(3) NEW GUIDE RAILS/MIXERS	793.20
19854	08/10/2012	Printed		CANYON	CANYON STONE INC	RE-D0 ROUND A BOUT/PINEHURST	8,035.20
19855	08/10/2012	Printed		CARTER WAT	CARTER WATERS CORPORATION	SHOP SUPPLIES/ROAD PROJ-2012	562.50
19856	08/10/2012	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	612.66
19857	08/10/2012	Printed		ELITE ELEC	ELITE ELECTRIC INC	REBUILD 200 AMP METER @ FOD	1,727.50
19858	08/10/2012	Printed		FASTENAL	FASTENAL COMPANY	BREAK CLEAN/EQUIP OPERATIONS	347.71
19859	08/10/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	5,384.12
19860	08/10/2012	Printed		HR HAVEN	HR-HAVEN INC	MONTHLY HR SERVICE/AUG 2012	500.00
19861	08/10/2012	Printed		IDEAL LAWN	IDEAL LAWN & LANDSCAPE	MOWING BASEHOR BLVD/JULY	45.00
19862	08/10/2012	Printed		JCI	JCI	RETROFIT OF FLYGT NP3085	13,724.00
19863	08/10/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI MONTHLY TEST FLOW/7-26-12	179.00
19864	08/10/2012	Printed		KS DEPT OF	KANSAS DEPT OF TRANSPORTATION	POLICE RADIO LEASE (INT PYMT)	1,220.89
19865	08/10/2012	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/JULY/66	69.30
19866	08/10/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	1,271.30
19867	08/10/2012	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	957.50
19868	08/10/2012	Printed		KS TREASUR	KANSAS STATE TREASURER	PRINC + INT PYMT/GEN OBLIG	277,000.63
19869	08/10/2012	Printed		KS TREASUR	KANSAS STATE TREASURER	PRINC + INT PYMT/GEN OBLIG	169,672.50
19870	08/10/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	9,359.64
19871	08/10/2012	Printed		LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	2012 UPOC & STO BOOKS	445.16
19872	08/10/2012	Printed		LEE	MARK LEE	REIMB MILEAGE/FRM TONGIE	210.90
19873	08/10/2012	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INSURANCE	1,325.00
19874	08/10/2012	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
19875	08/10/2012	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO SVC/JUNE 2012	130.87
19876	08/10/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE/JUNE 2012	44.39
19877	08/10/2012	Printed		THOMPSON P	THOMPSON PUMP	PUMP RENTAL/PUMP DOWN LIQ	325.38
19878	08/10/2012	Printed		UNIV ACOUS	UNIVERSAL ACOUSTIC & EMISSION	AIR FILTERS/SLUDGE TANK AIR	305.72
19879	08/10/2012	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INS	421.40
19880	08/10/2012	Printed		WALLIS LUB	WALLIS LUBRICANT, LLC	MISC OIL/WWTF OPERATIONS	1,104.45
19881	08/10/2012	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LEGAL SERVICES THRU 7/3/12	3,000.00
				<b>Total Checks: 34</b>	<b>Checks Total (excluding void checks):</b>		<b>515,803.43</b>
				<b>Total Payments: 34</b>	<b>Grand Total (excluding void checks):</b>		<b>515,803.43</b>

*[Signature]* 8-14-12  
 Lloyd Martley Date  
 Interim City Administrator

*[Signature]* 08/14/12  
 Corey Swisher Date  
 City Clerk/Finance Director

*[Signature]* 8/13/12  
 Kristi Olson Date  
 Accounting Clerk

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item No. C

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**Topic:**

Consider 2012 Pavement Management Project contract with Harbour Construction, Inc.

**Action Requested:**

Consider Resolution 2012-18 to enter into a contract with Harbour Construction, Inc.

**Narrative:**

The proposed 2012 project includes 3 miles of pavement treatments. On July 26<sup>th</sup>, Staff opened bids for the project. The lowest bidder was Harbour Construction, Inc. with a bid of \$213,932.88. Staff is recommending approving resolution 2012-18 to enter into a contract with Harbour Construction, Inc. The project will be paid from the consolidated highway fund. Available funds are:

- 10-000-849 Street Improvements \$175,000.
- 10-000-771 Street Repairs & Maintenance \$230,000.

Proposed project schedule:

- 8/20/12 – City Council considers resolution 2012-18.
- 9/1/12 – Contractor will begin construction activities.
- 9/29/12 – Construction activities will be completed.

**Presented by:**

Mitch Pleak, City Engineer and Gene Myracle, City Superintendent

**Administration Recommendation:**

Approve Resolution 2012-18.

**Committee Recommendation:**

**Attachments:**

Memo Mitch Pleak 7.30.12 (1 page)  
Resolution 2012-18 (5 pages)  
2012 Project Maps (3 pages)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Lloyd Martley  
**From:** Mitch Pleak  
**Date:** 7.30.12  
**Re:** 2012 Pavement Management Project.

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2012 will be the fifth year the pavement management program has been implemented for the City of Basehor. The purpose of the pavement management program is to provide pavement treatments to existing roadways to extend the life of our roadway system.

July 2, 2012, Staff and City Council discussed the pavement management program, treatments, and the 2012 schedule. The proposed street improvements for 2012 are attached. The project length is 3 miles.

The project will be paid from the consolidated highway fund. Available funds are:

- 10-000-849 Street Improvements \$175,000.
- 10-000-771 Street Repairs & Maintenance \$230,000.

On July 26<sup>th</sup>, Staff opened bids for the project. The lowest bidder was Harbour Construction, Inc. with a bid of \$213,932.88. Staff is recommending approving the contract with Harbour Construction, Inc. A signed contract will be enclosed for the August 20<sup>th</sup> City Council meeting.

Proposed project schedule:

- 8/20/12 – City Council considers approving the contract.
- 9/1/12 – Contractor will begin construction activities.
- 9/29/12 – Construction activities will be completed.



**RESOLUTION NO. 2012-18**

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

**WHEREAS**, the City of Basehor, Kansas wishes to enter into the 2012 Chip Seal Agreement with Harbour Construction, Inc., attached hereto as **Exhibit A**.

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

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

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

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

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

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**  
**2012 Chip Seal Agreement**

To be attached.

EXHIBIT A

CITY OF BASEHOR, KANSAS

AGREEMENT BETWEEN  
CITY OF BASEHOR, KANSAS  
AND CONTRACTOR

**2012 CHIP SEAL PROGRAM**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Basehor, Kansas, hereinafter the "City", and Harbour Construction, Inc., hereinafter the "Contractor";

WITNESSETH:

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: \_\_\_\_\_

\_\_\_\_\_ all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Basehor, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the

EXHIBIT A

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

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

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

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

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

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

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

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

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

EXHIBIT A

shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

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

CITY OF BASEHOR, KANSAS

ATTEST:

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

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Contractor

(SEAL)

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

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

# 2012 Pavement Management Program





2012 Pavement Management Program



2012 Pavement Management Program



City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item No. D

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**Topic:** Standard Traffic Ordinance of greater Kansas City for 2012

**Action Requested:** Adopt an Ordinance amending Chapter XIV, Traffic, Article 14-101 of the code of the City of Basehor, Kansas.

**Narrative:** In July of each year new laws for the State of Kansas that were adopted through legislation become effective. As a City we have to adopt a new ordinance each year to allow us to enforce the new laws.

**Presented by:** Chief Lloyd Martley

**Administration Recommendation:** Adopt new ordinance amending current STO.

**Committee Recommendation:**

**Attachments:** Changes to the STO for the 2012 editions, copy of the STO available for review if needed.

**Projector needed for this item?**

No

**The following represent the changes in the Standard Traffic Ordinance from the 2011 edition to the 2012 edition.**

**Section 1. Definitions.**

**Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs;**

**Penalties.**

**Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating**

**Liquor or Drugs; Penalties.**

**Section 30.2.1 Refusal to Submit to Alcohol or Drug Test.**

**Section 194. Driving While License Canceled, Suspended or Revoked; Penalty.**

**Section 195.1 Operation of a Motor Vehicle When a Habitual Violator.**

(Published in the Basehor Sentinel \_\_\_\_\_)

**ORDINANCE NO. 617**

**AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER XIV OF THE CODE OF THE CITY OF BASEHOR KANSAS BY AMENDING SECTION 14-101 AND 14-102, AND ADDING NEW SECTIONS 14-103 AND 14-104, PERTAINING TO REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF BASEHOR, KANSAS; INCORPORATING BY REFERENCE THE 'STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, 2012 EDITION,' WITH CERTAIN AMENDMENTS AND OMISSIONS, SUCH INCORPORATION BEING AUTHORIZED BY K.S.A. § 12-3009 THROUGH 12-3012 AND K.S.A. § 12-3301 AND 12-3302; REPEALING EXISTING SECTION 14-101, AND OTHER SECTIONS IN CONFLICT HEREWITH**

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

**Section 1:** Section 14-101 of the Code of the City of Basehor, Kansas is hereby amended to read as follows:

ARTICLE 1. STANDARD TRAFFIC ORDINANCE  
14-101 INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Basehor, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", edition of 2012, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as incorporated by Ordinance" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2:** Section 14-102 of the Code of the City of Basehor, Kansas is hereby amended to read as follows:

14-102

SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic infractions which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

**Section 3:** A new Section 14-103 of the Code of the City of Basehor, Kansas is hereby adopted to read as follows:

14-103

Sec. 194. Driving While License Canceled, Suspended or Revoked; Penalty.

- (a)
  - (1) Any person who drives a motor vehicle on any street or highway at a time when such person's privilege to do so is canceled, suspended or revoked or while such person's privilege to obtain a driver's license is suspended or revoked, shall upon a first conviction be punished by imprisonment for not more than six months or fined not to exceed \$1,000, or both such fine and imprisonment. On a second conviction of a violation of this section such person shall be punished by imprisonment for not more than one year or fined not to exceed \$2,500, or both such fine and imprisonment.
  - (2) No person shall be convicted under this section if such person was entitled at the time of arrest under K.S.A. 8-257 and amendments thereto, to the return of such person's driver's license.
  - (3) Except as otherwise provided by subsection (a)(4), every person convicted under this section shall be sentenced to at least five day' imprisonment and fined at least \$100.00 and upon a second conviction shall not be eligible for parole until completion of five days' imprisonment.
  - (4) If a person: (A) is convicted of a violation of this section, committed while the person's privilege to drive or privilege to obtain a driver's license was suspended or revoked for a violation of K.S.A. 8-1567, and amendments thereto, or any ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute; and (B) is or has been also convicted of a violation of K.S.A. 8-1567, and amendments thereto, or of a municipal ordinance or law of another state, which ordinance or law prohibits the acts prohibited by that statute, committed while the person's privilege to drive or privilege to obtain a driver's license was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least 90



days' imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

- (b) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section, conviction includes a conviction of a violation of any ordinance of any city or resolution of any county or a law of any state which is in substantial conformity with this section.

**Section 4.** A new Section 14-104 of the Code of the City of Basehor, Kansas is hereby adopted to read as follows:

14-104. The following section of the Uniform Traffic Ordinance incorporated in Section 14-101 above is hereby omitted and deleted:

Section 195.1 pertaining to Operation of a Motor Vehicle When a Habitual Violator

**Section 5.** This ordinance shall be construed as follows:

- A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience.
- B. Savings Clause. The repeal of Ordinance sections, as provided herein below, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred there under or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and actions therefore.
- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Code or other Ordinances.

**Section 6.** That existing Sections 14-101 and 14-102 of the Code of the City of Basehor are hereby repealed.

**Section 7.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

**PASSED** by the Governing Body this 20<sup>th</sup> day of August, 2012.

**APPROVED** by the Mayor this 20<sup>th</sup> day of August, 2012.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item No. E

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**Topic:** Uniform Public Offense Code of greater Kansas City for 2012

**Action Requested:** Adopt an Ordinance amending Chapter XI, Public Offenses, Article 11-101 of the code of the City of Basehor, Kansas.

**Narrative:** In July of each year new laws for the State of Kansas that were adopted through legislation become effective. As a City we have to adopt a new ordinance each year to allow us to enforce the new laws.

**Presented by:** Chief Lloyd Martley

**Administration Recommendation:** Adopt new ordinance amending current UPOC.

**Committee Recommendation:**

**Attachments:** Changes to the UPOC for the 2012 editions, copy of the UPOC available for review if needed.

**Projector needed for this item?**

No

*The following represents the changes in the UPOC from the 2011 edition to the 2012 edition:*

**Section 1.1 Definitions.**

**Section 2.2 Conspiracy.**

**Section 3.1.1 Domestic Battery.**

**Section 3.8 Violation of Protection From Abuse Order.**

**Section 3.8.1 Violation of a Protective Order.**

**Section 5.6 Purchase or Possession of Cigarettes or Tobacco products By a Minor.**

**Section 5.7 Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.**

**Section 6.25 Unlawfully Buying Scrap Metal.**

**Section 7.2 Interference With a Law Enforcement Officer.**

**Section 7.3 Escape From Custody.**

**Section 7.7 Simulating Legal Process.**

**Section 10.9 Carrying Concealed Explosives.**

**Section 10.10 Endangerment.**

**Section 10.20 Unlawfully Obtaining a Prescription-Only Drug.**

**Section 10.24 Smoking Prohibited.**

**Section 10.26 Smoking Prohibited, Penalties.**

**ORDINANCE NO. 618**

**AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER XI OF THE CODE OF THE CITY OF BASEHOR KANSAS BY AMENDING SECTION 11-101, PERTAINING TO REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF BASEHOR, KANSAS; INCORPORATING BY REFERENCE THE ‘UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 2012 EDITION,’ WITH CERTAIN AMENDMENTS, SUCH INCORPORATION BEING AUTHORIZED BY K.S.A. § 12-3009 THROUGH 12-3012 AND K.S.A. § 12-3301 AND 12-3302; REPEALING EXISTING SECTION 11-101**

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

**Section 1:** Section 11-101 of the Code of the City of Basehor, Kansas is hereby amended to read as follows:

**ARTICLE 1. UNIFORM OFFENSE CODE**

11-101 INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Basehor, Kansas, the “Uniform Public Offense Code for Kansas Cities”, edition of 2012, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped “Official Copy as incorporated by Ordinance” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**Section 2.** This ordinance shall be construed as follows:

- A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience.
- B. Savings Clause. The repeal of Ordinance sections, as provided herein below, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities

incurred there under or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and actions therefore.

- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Code or other Ordinances.

**Section 3.** That existing Section 11-101 of the Code of the City of Basehor is hereby repealed.

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

**PASSED** by the Governing Body this 20<sup>th</sup> day of August, 2012.

**APPROVED** by the Mayor this 20<sup>th</sup> day of August, 2012.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Consent Agenda Item f.

**Date:** August 13, 2012

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

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

**Re:** Approve Resolution 2012-16 – Support of Proposed ZIP Code Realignment

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### **Background:**

Since the ZIP Code system for identifying address locations was devised in the 1960s, some citizens have wanted to change the ZIP Codes to which their addresses have been assigned. As ZIP Codes are quite commonly not aligned with municipal boundaries, millions of Americans have mailing addresses in neighboring jurisdictions. The results can be higher insurance rates, confusion in voter registration, misdirected property and sales tax revenues for municipalities, and changes in property values.

The City has received requests from a number of Basehor residents asking that a request be submitted to the United States Postal Service (USPS) to consider realigning Basehor's ZIP code boundaries so that all residents of Basehor will have a mailing address in Basehor, 66007.

In June of 2011, the City of Basehor sent correspondence to all Basehor residents who currently reside in the 66012 Zip code indicating a desire to request Zip code realignment and asked for feedback. The response received by the City was overwhelmingly in favor of the request for realignment.

In order to submit a request for realignment the local Governing Body must endorse it. The request would ask for inclusion all property from the current 66007 ZIP code boundary south to Interstate-70.

This request is meant to serve as a courtesy to current Basehor residents and is not related to any contemplated annexation.

### **Process:**

The USPS has developed a "ZIP Code Boundary Review Process" that ensures



“every reasonable effort” to consider and, if possible, accommodate municipal requests to modify the last lines of an acceptable address or modify ZIP Code boundaries. The process places responsibility on district managers, rather than local postmasters, to review requests for boundary adjustments, to evaluate costs and benefits of alternative solutions to identified problems, and to provide decisions within 60 days. If a district manager rejects the request, the process provides for an appeal to the manager of delivery at USPS headquarters, where a review based on whether or not a “reasonable accommodation” was made is to be provided within 60 days.

The boundary review process requires any municipality and community group seeking a ZIP Code change to submit the request in writing to the manager of the district, with any rationale and justification. After a community has submitted a ZIP Code request change to USPS, “the District Office forwards the request to the Area Office for review and approval.” If the request is approved at the area level, “the proposal is sent to Headquarters Address Management System (AMS) for review and approval.” The local postmaster is not the decision maker in this process. The district manager is to identify all relevant issues and potential solutions to them, quantify the specific operational impacts and feasibility of the request, meet with the group of proponents to discuss issues and explain potential alternatives, and provide a determination within 60 days.

The district manager must notify the proponent group in writing if their ZIP Code change request was denied. The notification must include specific justifications for the denial, must be based on the results of the analysis, and must advise the proponent group of the appeal process.

If the request is feasible, the process then requires a formal survey of all of the customers who would be affected by the proposed change. This is an important step, because it might reveal that the proponent group was an activist minority and most customers would prefer not to notify correspondents, change magazine subscriptions, replace stationery, go to a different post office to pick up left-notice mail, or perhaps to adopt a different “community identity.” A simple majority of the survey respondents is adequate for approval.

**Staff Recommendation:**

Approve Resolution 2012-16.

**Requested Council Action:**

Approve Resolution 2012-16.

**Attachments:**

Resolution 2012-16 – Community Endorsement of ZIP Change Request

**RESOLUTION NO 2012-16**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASEHOR**  
**KANSAS SUPPORTING THE REALIGNING OF POSTAL ZIP CODE**  
**BOUNDARIES TO INCLUDE ALL OF THE CITY OF BASEHOR KANSAS**  
**UNDER ONE ZIP CODE**

**WHEREAS;** the City of Basehor, Kansas incorporated city limits are included in two different ZIP Code boundaries being 66007 and 66012.

**WHEREAS;** the City has received numerous complaints from citizens residing in the 66012 Zip code:

- Residents frequently receive jury summons from Wyandotte County. Basehor in its entirety is located in Leavenworth County.
- Basehor residents are forced to pay higher Wyandotte County insurance rates (home, auto, etc.).
- Basehor residents are required to drive seven miles to the Bonner Springs Post Office in order to pick up packages or signature required mail while the Basehor Post Office is only 1 ½ miles away.
- Delivery companies frequently have difficulty locating homes mistakenly looking in Bonner Springs.
- Residents have difficulty registering to vote.

**WHEREAS;** it is difficult if not impossible to explain that one does not live in Bonner Springs even though their mail must be so addressed.

**WHEREAS;** The City has grave concerns about:

- Loss of sales tax and compensating use tax for the City of Basehor.
- Possible miscount of residents during the census.
- Businesses/contractors have difficulty knowing what City they need to acquire licenses and permits from.

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

The City of Basehor supports and hereby requests that the United States Postal Service ZIP Code boundaries be realigned so as to include the total municipal boundary of the City of Basehor is included in one single ZIP Code.

[SEAL]

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

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

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:** Settlement with Mark Loughry

**Action Requested:** Approve release and settlement agreement. Publicly read correction/apology per memo of agreement.

**Narrative:** Mark Loughry was terminated by a majority of the City Council vote on September 19, 2011. As a result, on January 16, 2012, Mr. Loughry filed a notice of claim with the City which stated his intentions to file a lawsuit against the City, and one or more of its past and present council members related to his firing and related circumstances.

**Presented by:** Lloyd Martley

**Administration Recommendation:** Approve settlement agreement

**Committee Recommendation:** N/A

**Attachments:** Release and Settlement Agreement, Release of Attorney's Lien, Memo of Agreement and Apology.

**Projector needed for this item?**

No

# MEMO

Statement re Settlement with Mark Loughry

To: Mayor/Governing Body

From: Lloyd Martley, Interim City Administrator

As you are aware, former City Administrator Mark Loughry was terminated by a majority of the City Council on September 19, 2011. As a result, on January 16, 2012, Mr. Loughry filed a notice of claim with the City which stated his intention to file a lawsuit against the City, and one or more of its past and present council members related to his firing and related circumstances. Since that time, our attorneys have been evaluating Mr. Loughry's claim, consulting with the insurance company and evaluating whether a settlement of the claim would be in the best interest of the City. It was determined that a settlement was advisable.

On July 30, 2012, our attorneys and the City's insurance company participated in a mediation with Mr. Loughry on behalf of the City. The goal of the mediation was to reach a mutually acceptable settlement of Mr. Loughry's claims. The mediation was successful, as a settlement was reached in the form of a payment of \$200,000 to Mr. Loughry, and the City's issuance of a public apology for the way the firing was handled in exchange for a complete release of all claims against all individuals. The settlement is reflected in the Settlement Agreement on the August 20, 2012 agenda, and will not be effective until the City Council approves it. The public apology is to be read into the minutes of the meeting.

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (hereinafter "Agreement") is entered into on the date affixed below, by and between Mark Loughry (hereinafter referred to as "Claimant"), and the City of Basehor, Kansas (the "City").

### RECITALS

A. For his claims against the City, Claimant generally alleges that he was wrongfully discharged from his employment as a result of certain acts or omissions of elected officials of the City as more fully set forth in his Notice of Claim, dated January 16, 2012 (the "Claim").

B. The Claimant and the City now desire to enter into this Agreement in order to resolve their differences and provide payment in full and final settlement of any and all claims which might exist between the parties arising out of the Claim.

### **THE PARTIES THEREFORE AGREE AS FOLLOWS:**

#### **I. RELEASE AND DISCHARGE**

In exchange for the good and valuable consideration in the form of payment as more fully stated herein, the Claimant does hereby fully, finally and forever release, and acquit and discharge the City and its past and present employees and elected officials from any and all past, present or future claims, demands, obligations, actions, rights, damages, costs, expenses, compensation, and causes of action, in law or in equity, of any nature whatsoever, whether known or unknown or which may develop in the future or which hereinafter may accrue or otherwise be acquired, on account of, or in any way growing out of the Claim.

It is further expressly understood by the Claimant that this release fully and completely settles and satisfies any potential claim that the Claimant raised, could have been raised, and/or should have been raised related to the subject Claim.

Claimant expressly waives and assumes the risk that additional claims for damages may exist as of this date of which the Claimant does not know or suspects to exist, whether through ignorance, oversight, error, conspiracy, negligence, or otherwise, and which if known, would affect Claimant's decision to enter into this Agreement. Claimant expressly assumes this risk and releases any and all such claims.

Claimant further agrees and accepts the payment of the sums specified herein as a complete compromise of matters involving disputed issues of fact and law and further assumes the risk that the facts and law may be otherwise than the Claimant believes.

#### **II. PAYMENTS AND CONSIDERATION**

The consideration for this Agreement is set forth in the Memo of Agreement attached hereto and incorporated herein by reference as **Exhibit A**.

**III. ATTORNEYS' FEES AND LIENS**

It is expressly understood that each party shall pay his/its own costs and attorneys' fees associated with the Claim, such that no party shall be considered a prevailing party for purposes of this Claim.

Claimant further represents and warrants that no person or entity other than the Claimant has asserted any claim based on or arising out of the Claim, including any claim for contribution or indemnity, and agrees to defend and indemnify the City and hold them harmless for any valid claim brought by any other individual or entity against the City arising out of the Claim.

**IV. VOLUNTARY AGREEMENTS**

In entering into this Agreement, the Claimant and the City represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their choice, and that the terms of the Agreement have been read by them and explained by said attorneys, and those terms were fully understood and voluntarily accepted. This Agreement has been negotiated by the parties through their respective counsel.

**V. COMPROMISE OF A DISPUTED CLAIM**

The Claimant acknowledges that this is a compromise of a disputed damage claim. It is understood that City denies the nature and extent of liability and damages claimed. It is understood that the sole reason for this settlement is to avoid the future litigation costs associated with this Claim.

**VI. ENTIRE AGREEMENT.**

The parties state that this Agreement contains the entire agreement between the parties and there are no oral, written, express, or implied promises, agreements, representations, or inducements not specified within this Agreement. The parties also agree that all terms of this Agreement are contractual and not a mere recital.

**VII. GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Kansas. The parties further expressly agree that any dispute arising hereunder shall fall under the exclusive jurisdiction of the court sitting in Kansas.

**VIII. MODIFICATION**

This Agreement shall not be modified or amended except by an instrument in writing and signed by all the parties to this Agreement.

**IX. SEVERABILITY**

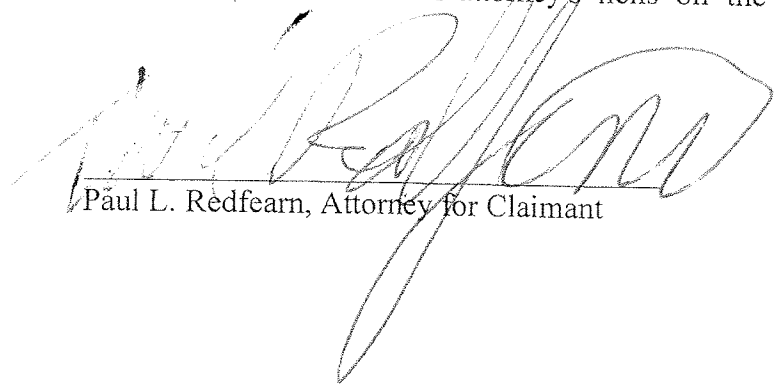
If any provision or paragraph of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, such provisions shall be fully severable. In lieu





RELEASE OF ATTORNEY'S LIEN

Paul L. Redfearn, on his own behalf and as a shareholder in The Redfearn Law Firm, attorneys for Mark Loughry, states that he has read the foregoing Release and Settlement Agreement, that he approves the settlement recited therein and that he releases and waives all claims which he may have and represents that there are no known attorney's liens on the consideration paid for said Release.

A handwritten signature in cursive script, appearing to read "Paul L. Redfearn", is written over a horizontal line. The signature is fluid and somewhat stylized, with a large loop at the end.

Paul L. Redfearn, Attorney for Claimant

MEMO OF AGREEMENT

ADRX 20308: Mark Loughry v. City of Basehor, KS

1. Consideration: City of Basehor will pay to Mark Loughry the sum of \$200,000.00.
2. Mediation fees: Each party will pay their own share of the mediation fees.
3. Attorney fees: Each party will pay their own attorney fees.
4. Court costs: Each party will pay their own court costs.
5. Correction/apology: The parties will agree to an accurate statement confirming that Loughry's termination by City of Basehor was not based on any wrongdoing by Loughry; the language will be substantially that included at the end of this agreement.
6. Approval by Governing Body: This memo of agreement will be recommended and urged by City of Basehor's Mayor and City Attorney, but is still subject to approval by the Governing Body, which is expected to be received.
7. Further documents: More complete settlement documents will be prepared by counsel containing usual and normal settlement terms.
8. Dismissal of court action: The current lawsuit will be dismissed, with prejudice, as to all claims and parties.
9. Release: Mark Loughry will provide a complete and general release of City of Basehor and all related entities or persons.
10. Payment: The consideration will be available to be paid by 15 working days after the further documents mentioned above have been completed and approved by all counsel.
11. Allocation to claims: 10% of the settlement consideration will be allocated to wages, and the rest to personal injury compensation.
12. Tax treatment: The parties believe 90% of the consideration will be treated as compensatory damages for physical injury or physical sickness, but City of Basehor assumes no responsibility for such characterization and Mark Loughry assumes all risk or cost associated with the tax treatment of any payments under this agreement.


July 30, 2012

Mark Loughry

  
By counsel, Paul Redfearn

City of Basehor, Kansas

  
By counsel, Mike Seck

  
Mediator, Richard E. McLeod

**Apology language:** Over the past few months, there have been allegations and innuendos of wrongdoing on the part of City Staff and officials by a group of people here in our community. More specifically, former elected officials made allegations of wrongdoing against City Administrator Mark Loughry. While any allegations of wrongdoing directed towards staff or officials are taken very seriously, there is a right way and a wrong way of handling these things. Unfortunately, the former Council Members chose the wrong way to handle things. The current Governing Body has

researched all allegations made against Mr. Loughry, and have found no wrongdoing. The City's independent auditor was instructed to evaluate all purchases, financial transactions and any other items that had been questioned by this group. After going back over the past three years' information, the auditor found no instance of wrongdoing. No charges have ever been filed against anyone as a result of these false allegations. Due to the disregard for legal advice, protocol, and due process by former elected officials, the reputation of Mr. Loughry has been unjustly damaged. It is impossible to erase what has happened; however, this Governing Body would like to extend its sincerest apologies to Mark, his family, his friends and most importantly, to this community. You should expect better from your elected representatives and we pledge to do our best to get things back on course and to bring professionalism back to this City Council. Mr. Loughry's time at Basehor was marked with numerous accomplishments that benefited this entire community. His performance was not once called into question during his time with Basehor. To have lost an employee like this under false accusations with no chance to defend himself is truly a travesty. All City staff members are valuable assets to this community and deserve to be treated with respect and professionalism not previously afforded them. We wish Mr. Loughry the best with his future endeavors and believe that he will be a valuable asset to any future employer.