

**AGENDA****BASEHOR CITY COUNCIL****July 21, 2008****6:00 p.m.****Basehor City Hall****WORK SESSION - 6:00 p.m.** Discussion of agenda items**REGULAR MEETING – 7:00 p.m.****1. Roll Call by Mayor Chris Garcia 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. July 7, 2008 Work Session & Regular Meeting
  2. July 14, 2008 work session
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

**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. Scheduled Discussion Items****5. Business**

- a. Consider a letter of commendation for police officer Mike Joslyn.
- b. Consider approval of a development agreement for Basehor Town Center to implement provisions in the approved benefit districts.
- c. Select priority street or highway projects in the area and give support for the 10-Year Comprehensive Transportation Program for Kansas.
- d. Consider a request from the Prairie Lake Estates Homeowner's Association to lower the speed limits in the subdivision to 20 m.p.h.
- e. Consider Neighborhood Revitalization Tax Rebate in Sec. 34, Twp 10, Rge 22E, Lot 13, Block 7, as requested by Pebblebrooke, LLC.
- f. Consider approval of a formal agreement for funding of the Kansas Sampler Festival.

- g. Review options for improvements to 155<sup>th</sup> Street in front of Basehor Town Center and give guidance.
- h. Consider authorizing repair by Leavenworth County public works crews for 158<sup>th</sup> Street from U.S. 24-40 Highway to Parallel Road and Parallel Road from 155<sup>th</sup> Street to 163<sup>rd</sup> Street.

**6. City Administrator Report**

**7. Mayor's Report**

**8. Council Member Reports**

**9. Executive Session**

**10. 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.cityof.basehor.org](http://www.cityof.basehor.org)

**Minutes**

**BASEHOR CITY COUNCIL**

**July 7, 2008**

**6:00 p.m.**

**Basehor City Hall**

**Official Presiding: Mayor Chris Garcia**

**Members Present: Pres. Iris Dysart, Terry Hill, Roger McDowell, Terry Hill, and Jim Washington**

**Members Absent: none**

**Staff Present: Carl Slaugh, Lloyd Martley, Mary Mogle, Gene Myracle, Dustin Smith, Patrick Reavey, Dave Lutgen**

**Newspaper: Lara Hastings, *Basehor Sentinel***

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**WORK SESSION - 6:00 p.m.**

The work session was called to order by Mayor Garcia with all members present. The city attorney was also in attendance.

**1. Discussion of agenda items.**

- b. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Basehor Boulevard Street, water and sewer improvements).*
- c. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (155th street improvements).*

Mr. Slaugh reported the petition was essentially the same petition submitted by Affinity Development back in May. A development agreement was not part of this petition. He explained although the benefit district would increase the City's debt limit, the City would still remain under the legal debt limit of 30%.

Councilmember Washington reported he spoke with the county clerk and she informed him the current debt limit was 13.2%. The debt limit should not include the sewer debt and the portion of Basehor Boulevard in front of the school. Mr. Slaugh reported he did not extract those numbers from the figures shown.

Mr. Slaugh stated an important issue was if this was a project that warranted support by the City or if Council felt the debt limit should be reserved for future projects.

Gary Anderson, Gillmore & Bell, stated all the documents were in order. He felt there was some confusion on the 155<sup>th</sup> Street project and informed Council they had the option to postpone that benefit district until a later date.

Mayor Garcia asked if the City could collect up to 5% for administrative fees and if so, shouldn't it be included in the documents. Mr. Anderson stated Council should include the administrative fee in their motion this evening if that was their wishes. Mr. Slaugh stated that amount would be set when the final cost was calculated.

Councilmember Washington asked how this benefit district would affect the City's assessed valuation. Mr. Anderson stated the assessed value has to increase; however, some of the property may maintain its original value. Bordering properties assessed valuations were discussed.

Councilmember Sifford asked Mr. Anderson to reiterate the risks associated with the benefit district. Mr. Anderson stated there were two categories 1) debt limit; and (2) how the project would affect from an aggregate standpoint for bond ratings. He stated he was only aware of one situation in Kansas where a City had to pay off bonds. If the property owner were unwilling or unable to pay, the City would be obligated to pay the debt off.

Councilmember Washington stated he was informed by a couple of bankers that four things have to happen 1) developer walk away; 2) bank refuse pay the bond and foreclose on the property; 3) City take ownership; and 4) land has to be worth less than bond amount before City would take over.

Councilmember Hill stated it was clear the project fits within the City's debt limit and questioned how the City ended up being liable for the debt. He wondered why the school did not include infrastructure in their bond issue or consider land with infrastructure. Mr. Anderson stated if all goes as it should the property owners across the street should be the only ones paying the debt.

Dr. Albers stated other schools acquire infrastructure through benefit districts and gave examples. He explained the school can legally enter into a benefit district agreement and did not feel it would put the City at risk. Councilmember Hill said he did not understand when the developer was going to put in the infrastructure and now the school district and City would end up paying for the infrastructure.

Councilmember Washington stated the City would have more benefit districts coming in the future and should be competitive with the area.

Mayor Garcia said he had an issue with school district patrons paying for something that the developer originally stated he was going to pay. He stated he spoke with De Soto school district and their benefit district was between the school district and developer.

Councilmember Sifford stated from the inception of this project, he did not believe the infrastructure was going to be done through a benefit district based on previous discussion with the developer.

President Dysart stated the developer had made comments about paying for the infrastructure; however, when the school district decided to construct the school in the development, it caused the need for infrastructure sooner than anticipated.

Dr. Albers stated the City and school district has the vehicle to construct the infrastructure and should take advantage of that now.

Councilmember McDowell stated he was new to the Council and was not aware of what was said previous to this meeting, but wanted to make sure the Council was making the right decision for the future of the City.

Mr. Slaugh stated the developer previously informed him that he anticipated using benefit districts, TIF Funding, and other forms of financing.

***d. Consider an application for property tax abatement through the Neighborhood Revitalization Plan for The Medicine Store.***

Councilmember Washington stated he had some issues with commercial properties receiving tax abatement; however, it did not appear there was anything that could be done about the matter at this time and recommended revisiting the resolution.

Five-minute break (6:55 p.m.)

**REGULAR MEETING – 7:00 p.m.**

**ROLL CALL BY MAYOR CHRIS GARCIA AND PLEDGE OF ALLEGIANCE**

All members were present including the city attorney.

Mr. Slaugh introduced

**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. June 16, 2008 Work Session & Regular Meeting

- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

Councilmember Washington wanted to make sure the payment to MJ Partners for excise tax refund was the correct property owner. Mr. Slaugh reported they were the proper recipient.

A motion was made by Councilmember Hill and seconded by President Dysart to approve the Consent Agenda as submitted. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

### **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).

Mayor Garcia reported Item "h" was only to set the public hearing date.

**John Flower (15515 Cedar Lane)** addressed Item "h" as the president of Cedar Lakes Homes Association. He reported the response from the home owners has not been positive. They do not feel the items listed in the Annexation Plan was enough to offset the cost in taxes. He reported State Statute 12-535 would allow the residents to enter into negotiations with the City of Basehor.

**Wanda Strange (18356 155<sup>th</sup> St)** asked if it was possible to have a Basehor mailing address if they are annexed. She explained she pays higher sales tax in Bonner Springs. Mr. Slaugh reported the post office has agreed to change the City name; however, the Zip Code would not change. Mrs. Strange stated the County provides excellent snow removal.

**Bob Workman (18210 153<sup>rd</sup> St.)** asked why the City wanted to annex Cedar Lakes. Mayor Garcia stated it was due to the fact that Cedar Lake subdivision was connected to the City's sanitary sewers. Mr. Workman stated at the last public hearing, not one person spoke in favor of the annexation. He reported the additional taxes (\$65-\$100 per month) and would put a burden on the retiree's. He did not feel the residents would benefit for the difference in taxes.

**Cathy Stueckemann (15501 Cedar Lane)** opposed the annexation. She asked how many acres of land would be annexed. Mr. Slaugh reported the City would be squaring off their boundaries and would not fall under the 21-acre limit.

**Dr. Albers, USD 458 superintendent,** introduced Mr. John Bradle (9534 Lee Blvd, Leawood, KS) to represent the school district regarding the benefit district. He stated the

benefit district was a “win win” proposition for the students, school district, and the City. The benefit district was being proposed because the school needs the street in order to construct the school. The boulevard would also encourage other commercial businesses to locate in the area. He reported the school district has already invested considerable funds in the site and design fees and total approximately \$56,000. He concluded by stating the school district was not asking the City to pay anything.

**Pat Jennin, USD #458 School Board member**, pointed out a year ago the city council and school board met to work together regarding a future school and its location. Affinity Development provided a plan showing the location of the future school. He explained if the school was built on 155<sup>th</sup> Street, it would cause a traffic issue. It was noted the City’s risk would be minimal and the developer would have to walk away from the property; which he did not feel would happen since a bank would most likely not loan the money.

Dr. Albers, USD 458 superintendent, agreed with the aforementioned comments made in support of the benefit districts. He researched Kansas Statutes that would allow school districts to create benefit districts. Councilmember Hill asked if the school district included the cost of the purchase of land and if so, there should be additional funds included in the bond amount. Dr. Albers stated there were no cost of land built into the bond issue. He noted if the developer was required to pay the costs, the cost would be passed onto the new owner which would increase the cost of the home. Councilmember Hill stated he still felt the members of the

**Ellen Green (2608 155<sup>th</sup> Terr. Lane)** reported Basehor was known as a progressive school district and was enthusiastic about the family style atmosphere at Basehor Dairy Days in 2005. She reminded the governing body that the school district would bring in additional economic development.

Closed public portion of meeting.

## **SCHEDULED DISCUSSION ITEMS**

**None**

### **BUSINESS**

- a. Consider a proclamation declaring July 26, 2008 as Shrine Bowl Day in the State of Kansas and recognition of all-star Swede Johnson of Basehor-Linwood High School participating in the 35<sup>th</sup> Annual Shrine Bowl Football Game in Emporia.*

A motion was made by Councilmember Washington and seconded by Councilmember Hill to approve the proclamation declaring July 26, 2008 as Shrine Bowl Day in the State of Kansas and recognition of all-star Swede Johnson of Basehor-Linwood High School participating in the 35<sup>th</sup> Annual Shrine Bowl Football Game in Emporia. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

- b. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Basehor Boulevard Street, water and sewer improvements).***

A motion was made by Councilmember Washington and seconded by President Dysart to adopt the Resolution as written and allow for negotiations of administrative fee to be collected by the City. A roll call vote was taken with all members voting in favor with the exception of Councilmember Sifford. Motion passed 4-1.

*RES 2008-07. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THEREFORE; AND IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (BASEHOR BOULEVARD, WATER AND SEWER IMPROVEMENTS).*

- c. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (155th street improvements).***

A motion was made by Councilmember Washington and seconded by President Dysart to approve the Resolution as written and allow for clause adding an administrative fee. Discussion. Mayor Garcia stated his concern was that the document did not specifically state that the developer would pay the special assessments for the properties on the west side of 155<sup>th</sup> Street.

Mr. Anderson reported the property owners that have not formally agreed to pay the benefit district and would not be included unless negotiations were made hereafter. President Dysart stated the developer on one occasion stated he would pay the assessments on the west side. Mr. Anderson stated there was no written agreement at this time noting the benefit district paperwork would come back at a later date and could include the wording at that time. He questioned if the Council wanted to proceed with the 155<sup>th</sup> Street project at this time. Councilmember Washington felt the school would generate traffic in 2009 and saw no reason to delay construction and felt staff should negotiate with the developer as soon as possible. Mayor Garcia stated he wanted to see it in writing before approval. Mr. Anderson stated the City was not legally obligated until the City adopts an ordinance creating the general obligation bonds. He suggested the City enter into a development agreement with respect to the west side of 155<sup>th</sup> Street.

Council members Washington and Dysart withdrew their motions. A motion was made by Councilmember Washington and seconded by President Dysart to approve the Resolution as written with the conditions that a clause be added requiring an administrative fee and that Affinity Development enter into a Development Agreement stipulating that the

developer pay special assessments for properties west of 155<sup>th</sup> Street. A roll call vote was taken with members Washington, Dysart, and McDowell voting yes. Members Hill and Sifford voted nay. Motion passed 3-2.

*RES 2008-08. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THEREFORE; AND IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (155<sup>TH</sup> STREET IMPROVEMENTS)*

***d. Consider an application for property tax abatement through the Neighborhood Revitalization Plan for The Medicine Store.***

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the request for Neighborhood Revitalization Plan rebate for the Medicine Store as submitted. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

***e. Consider approval for an application to the Kansas Water Pollution Control Revolving Loan Fund for the Waste Water Treatment Facility expansion project***

Mr. Slaugh reported the information provided to Council did not include resident inspection fees estimated at \$269,000. He was in the process of negotiating with a contract inspector; however, it may be necessary to go out for bid. The loan that was being applied for was to authorize a spending limit and would pay interest only on the amount drawn from the loan. Total loan request would be \$5,936,000. All forms have been digitally distributed to the Council.

Councilmember Washington was surprised to see the \$1.2 million line rehabilitation amount shown on the loan documents. Mr. Slaugh stated that was an estimate based on the recent televising of the existing sewer lines. He reminded Council this was a potential amount and would not necessarily be borrowed. Mr. Myracle stated it was difficult to know what lines would need to be repaired or replaced five years down the road. Currently there are lines that need to be replaced at this time. Councilmember Washington felt the rehabilitation projects should be paid from maintenance fees.

Mr. Slaugh reported if the City does not have a reserve balance in the Sewer Fund, it would be necessary to wait for line repairs, or go back to KDHE and request an amendment to the loan.

Mr. Myracle stated Council chose to build a smaller sewer plant expansion and address the I & I problems rather than going with the original plant. Council discussed the age of the sewer lines and recent filming of 35,000 ft. of line.

Councilmember Sifford stated it was easier to ask for the \$1.2 million now rather than later and the project should move forward.

A motion was made by Councilmember Sifford and seconded by Councilmember McDowell to approve the resolution authorizing the loan application for approximately \$5,936,000 and authorize mayor to sign the necessary documents. A roll call vote was taken with all members voting in favor with the exception of President Dysart. Motion passed 4-1.

***f. Consider a drainage repair proposal for property located at 15399 Meadow St., David Brown.***

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to approve the drainage repair proposal for property located at 15399 Meadow Street [not to exceed \$7,928]. Discussion followed. President Dysart asked who the contractor was and type of pipe. Mr. Myracle reported Westland Construction would be installing elongated pipe that would be attached to the existing pipe by a collar. President Dysart stated the property owner contends the existing pipe was not installed correctly and should be fixed at the same time. Council discussed other drainage problems in the area and responsibilities of the developer and contractor. Mr. Slauch stated the developer should install silt fencing throughout the development to minimize erosion. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

Five-minute break. (8:47 p.m.)

***g. Consider continued funding support for Leavenworth County Development Corporation (LCDC) for FY2009.***

A motion was made by Councilmember Washington and seconded by President Dysart to approve funding support for Leavenworth County Development Corporation for budget year 2009 [not to exceed \$6,924]. A roll call vote was taken with all members voting in favor with the exception of Councilmember Sifford. Motion passed 4-1.

***h. Consider annexation of Cedar Lake subdivision and set a public hearing.***

*RES. 2008-09. A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REGARDING PUBLIC HEARING TO CONSIDER ANNEXATION OF CERTAIN PROPERTY ADJOINING THE CITY.*

Mr. Slauch stated Council needed to make the decision where to hold the public hearing, (school, library, VFW Hall). The public hearing would need to be held between September 8 and the 15<sup>th</sup>.

Mr. Slaugh reported K.S.A 12-535 referenced by Mr. Flower was for the purpose of negotiating services; however, services were already provided. Mr. Reavey stated the Council was following legal protocol.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to pass the Resolution as written and direct staff to set final date and location of hearing as stipulated in Section 3 and to authorize the mayor to sign the Resolution. A roll call vote was taken with members Sifford, Washington, and Dysart voting in favor. Members Hill and McDowell voted nay. Motion passed 3-2.

***i. Consider moving forward with action on old VFW Building 2805 N. 155<sup>th</sup>.***

Mr. Slaugh reported this property has structural, electrical, and dangerous issues. The property owner has failed to meet the necessary requirements. Structural inspection of the property was made showing there was no lead based paint and one engineer stated there were no structural issues in the basement. The city administrator read a portion of the letter where Mr. Cooper requested time to remove salvageable items from the house and then he would raze the building.

Mr. Reavey stated if the Council was still questioning the structural integrity of the building, the Council could pay an engineer to provide an independent inspection.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to allow the owner of 2805 N. 155<sup>th</sup> Street thirty (30) days from July 8, 2008 to rectify the dangerous and unsafe structure issues and if not rectified by August 8, 2008, the City authorizes staff to hire a structural engineer to inspect the property and advise of necessary action. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

***j. Consider a pavement management proposal from MHS Engineers.***

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to retain MHS Solutions to accept the pavement management proposal by MHS Solutions as submitted not to exceed \$13,000. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

***k. Consider appointments to the planning commission.***

Mayor Garcia requested Council reappoint member John Matthews and appoint Kevin Jones to fill the term of David Povilonis.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the mayor's appointments as submitted. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

The city clerk administered Oath of Office to Mr. Jones.

***l. Set hearing date for 2009 City of Basehor budget.***

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to schedule the 2009 Budget hearing for August 4<sup>th</sup> at 7:00 p.m. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

**CITY ADMINISTRATOR REPORT**

***a. 24-40 Corridor and 150<sup>th</sup> Intersection discussion.***

Mr. Slaugh reported developer Ed McIntosh was still negotiating with KDOT for compensation for lack of access to 24/40 Highway. The city administrator reported the challenge was that the solution that would benefit the north side of 24/40 Highway would most likely not be cost beneficial for the property owner on the south side of 150<sup>th</sup> Street.

***b. Zip Code Changes***

Mr. Slaugh reported a letter was sent to the postal service on the 16<sup>th</sup> of June requesting a change from "preferred" City name to Basehor for property located from 24/40 Highway to K-32. Bonner Springs has opposed the action; therefore, the postal service has held up action until an agreement could be reached between the cities. Mr. Slaugh stated he could submit that I-70 be the boundary line. City of Bonner Springs would be addressing the matter on July 14<sup>th</sup>.

Mayor Garcia asked if Bonner Springs could file an injunction stopping Basehor from changing the City name. Mr. Reavey was not aware of anything prohibiting Basehor from making the Zip Code change. Councilmember Washington stated the City spent a lot of time updating the Comprehensive Plan to show I-70 as the south boundary. The Board of County Commissioners was showing the Basehor growth area as K-32.

Mr. Slaugh would continue to work with the postal service and Bonner Springs to resolve any issues.

***c. Buxton Report***

The Buxton Report would advertise the City of Basehor for \$22,000. Councilmember Washington stated it was LCDC's job to promote Basehor.

***d. Road maintenance on 158<sup>th</sup> and Parallel, consider deal with Leavenworth County***

Mr. Slaugh has been working with Leavenworth County to make improvements to 158<sup>th</sup> from Parallel to 24/40 Highway and 155<sup>th</sup> Street west to city limits on Parallel, and 155<sup>th</sup> west to city limits on Leavenworth Road. Estimated cost would be \$40,867 plus cost of asphalt.

**MAYOR'S REPORT**

- Mayor Garcia will be out of town from July 17<sup>th</sup> to the 27<sup>th</sup> for vacation. President Dysart will preside over the meeting in his absence.
- In an effort to save time, starting August 4th Mayor Garcia will ask for a show of hands from council members when voting.
- The mayor has instructed the city superintendent to identify the streets and curbs in Pin Oak Subdivision that need immediate attention and submit to Council for action.

**COUNCIL MEMBER REPORTS****Keith Sifford**

Councilmember Sifford extended his condolences to Myracle family on loss of their grandfather.

**Terry Hill**

Councilmember Hill thanked Mayor Garcia for addressing the repair issues in Pin Oak Subdivision. He noted he had an opportunity to inspect the streets and felt there were some issues needed to be addressed in the near future.

**EXECUTIVE SESSION**

A motion was made by Councilmember Washington and seconded by President Dysart to adjourn into Executive Session for attorney-client privilege concerning non-elected personnel not to exceed ten minutes. The city attorney and city administrator attended the Executive Session. A roll call vote was taken with all members voting in favor. Motion passed 5-0. (9:40 p.m.)

At 9:50 p.m., Mayor Garcia called the regular meeting back to order.

**ADJOURNMENT**

There being no further business to discuss, a motion was made by Councilmember Hill and seconded by Councilmember Sifford to adjourn the July 7<sup>th</sup> regular meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0. Meeting adjourned at 9:55 p.m.

Submitted for Council approval with/without corrections or additions this 21<sup>st</sup> day of July, 2008.

Attest:

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Mayor Chris Garcia

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Mary A. Mogle, CMC, City Clerk

**Minutes**

**BASEHOR CITY COUNCIL WORK SESSION**

**July 14, 2008**

**6:00 p.m.**

**Basehor City Hall**

**Official Presiding: Mayor Chris Garcia**

**Members Present: Pres. Iris Dysart, Roger McDowell, Keith Sifford,  
Jim Washington**

**Members Absent: Terry Hill**

**Staff Present: Carl Slaugh, Mary Mogle, Gene Myracle, Dustin Smith,  
Lloyd Martley, Nickie Lee**

**Newspaper: None**

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The work session was called to order at 6:07 p.m. by Mayor Chris Garcia. All members were present. The city attorney was not in attendance.

**1. Discussion regarding 2009 Budget**

City Administrator Carl Slaugh highlighted revenue and expenditures proposed for budget year 2009.

*Revenue:*

\*Sales Tax up 3.9%

\*Assessed Valuation up 17% (to be corrected in accordance with County Clerk information sheet)

\*Proposed Mill Levy 28.598, \$

\*Neighborhood Revitalization Rebate - \$692,768

\*5% Salary Increase (includes COLA)

*Expenditures:*

\*Sewer Fund has largest anticipated expenditure due to new wastewater plant expansion.

\*Reserve Balance - \$6,095,839.43

\*Sewer Fund Balance - \$587,735.35. Recommended maintaining larger reserve balance.

\*40% reserve balance versus 30% expenditure balance.

Mr. Slaugh reported revenue projections were based on 2007 actual revenues and projected revenues based on building permits and calculated on the conservative side.

Councilmember Washington questioned the revenues for Cedar Lake Maintenance Fund. Mr. Slaugh reported currently the reserve fund has around \$63,000 and felt \$10,000 would continue to maintain the fund.

## CHECK REGISTER REPORT

Date: 07/14/2008

AS OF 07/14/08

Time: 9:26am

City Of Basehor

Page: 1

BANK: First State Bank

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
15507	07/03/2008	Printed	CROW, CLOT	CROW, CLOTHIER & ASSOCIATES	ATTORNEY FEES (MAY ADDITIONAL)	51.00
15508	07/03/2008	Printed	EFTPS	EFTPS	FED/SS/MEDI WITHHOLDING PYMT	10,506.47
15509	07/03/2008	Printed	GRIFFIN/WI	WILLIAM GRIFFIN	BANKRUPTCY WITHHOLDING PYMT	200.00
15510	07/03/2008	Printed	INTERNAL R	INTERNAL REVENUE SERVICE	IRS GARNISHMENT WITHHOLDING PY	194.83
15511	07/03/2008	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS STATE WITHHOLDING PYMT	1,536.27
15512	07/03/2008	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	CHILD SUPPORT WITHHOLDING PYMT	223.50
15513	07/03/2008	Printed	KPF EFT	KPF EFT PROGRAM	KPF RETIREMENT WITHHOLDING PYM	3,252.29
15514	07/03/2008	Printed	NEXTEL	NEXTEL COMMUNICATIONS	CELLULAR PHONE SERVICES	551.14
15515	07/03/2008	Printed	VISA	VISA	BEDLINER/TRUCK REG/PARTS/ETC	145.99
15516	07/11/2008	Printed	ADVANCE PE	ADVANCE PEST CONTROL	PEST CONTROL @ PARK/WTF	88.00
15517	07/11/2008	Printed	ALAN'S TRE	ALAN'S TREE SERVICE	TRIM TREES OLD PART OF BASEHOR	4,250.00
15518	07/11/2008	Printed	AT&T	AT&T	TELEPHONE SERVICES WTF/LIFT ST	33.60
15519	07/11/2008	Printed	ATMOS ENER	ATMOS ENERGY	UTILITIES - GAS	101.60
15520	07/11/2008	Printed	B&W FIRE	B&W FIRE EXTINGUISHER COMPANY	NEW FIRE EXTINGUISHER F-250	18.45
15521	07/11/2008	Printed	BRANDT FAB	BRANDT FABRICATING	SUPPLIES FOR TRACTOR @ PWD	129.69
15522	07/11/2008	Printed	BURNS & MC	BURNS & MCDONNELL	PROFESSIONAL SERV WFT EXPANSIO	58,135.00
15523	07/11/2008	Printed	CAROTHERS	DANIELLE CAROTHERS	COURT FINES REFUND CIT#8966	10.00
15524	07/11/2008	Printed	CASEYS	CASEY'S GENERAL STORES	GAS FOR CITY VEHICLES 06/08	3,760.39
15525	07/11/2008	Printed	CHEMSEARCH	CHEMSEARCH	CONQUEST SPRAY FOR SPREADERS	198.50
15526	07/11/2008	Printed	CHIEF	CHIEF	FLIP SCALE	54.99
15527	07/11/2008	Printed	CINTAS	CINTAS	WEEKLY SERVICES/SUPPLIES PWD	66.90
15528	07/11/2008	Printed	BASEHOR CI	CITY OF BASEHOR	SEWER/SOLID WASTE SERVICES	104.91
15529	07/11/2008	Printed	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER SERVICES	147.33
15530	07/11/2008	Printed	DATA ESSEN	DATA ESSENTIALS	4 CASES COPY PAPER/AUDIO CASSE	135.86
15534	07/11/2008	Printed	DATAMAX	DATAMAX	MONTHLY SERV/EXCESS COPIES	294.53
15535	07/11/2008	Printed	E. ROGER H	E. ROGER HORSKY, P.A.	PUBLIC DEFENDER 04-06/08	750.00
15536	07/11/2008	Printed	ELITE ELEC	ELITE ELECTRIC INC	INSTALLATION EMERGENCY EXIT SI	360.00
15537	07/11/2008	Printed	ESTOPARE	JEFFREY ESTOPARE	COURT FINES REFUND CIT#9267	10.00
15538	07/11/2008	Printed	FELDMANS	FELDMANS	SUPPLIES/FAN FOR PWD SHOP	242.48
15539	07/11/2008	Printed	HEART PLUM	HEARTLAND PLUMBING & HEATING	ADD FREEON TO A/C UNITS	95.00
15540	07/11/2008	Printed	JADE ALARM	JADE ALARM COMPANY	ALARM SERVICES-CITY HALL/WTF	134.70
15541	07/11/2008	Printed	JOSLYN	MICHAEL JOSLYN	REIMBURSEMENT-BOTTLE WATER	5.35
15542	07/11/2008	Printed	KACM	KACM	MEMBERSHIP FEE-DOCKERY/BROWN	100.00
15543	07/11/2008	Printed	KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES COLL	460.50
15544	07/11/2008	Printed	LAW OFFICE	LAW OFFICE OF EDWARD GILLETTE	MUNICIPAL COURT-ITEMIZED CHARG	501.50
15545	07/11/2008	Printed	LAWRENCE	LAWRENCE JOURNAL WORLD	PUBLISH NOTICES-ORD 536 & 537	228.00
15546	07/11/2008	Printed	LCDC	LCDC	BUSINESS & INDUSTRY CELEBRATIO	75.00
15547	07/11/2008	Printed	LVN PROBAT	LEAVENWORTH CITY & COUNTY	PROBATION SERVICES 04-06/08	1,925.00
15548	07/11/2008	Printed	LEAVENWORT	LEAVENWORTH COUNTY COURTHOUSE	RECORDING FEES-EASEMENTS/ROW/	96.00
15549	07/11/2008	Printed	LEAVEN JUS	LEAVENWORTH JUSTICE CENTER	CASH BOND FELONY FWRD COUNTY	1,750.00
15550	07/11/2008	Printed	LEE NICOLE	NICOLE LEE	MILEAGE REIMBURSEMENT	39.20
15551	07/11/2008	Printed	LOI TECH	LOI TECHNOLOGY	RESTORE LAPTOP AFTER VIRUS	205.00
15552	07/11/2008	Printed	LOWENTHAL	LOWENTHAL SINGLETON WEBB & WIL	FINAL BILLING-FINANCIAL STMTS	4,300.00
15553	07/11/2008	Printed	MCAFFEE HEN	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES	6,799.25
15554	07/11/2008	Printed	MOGENSEN	MICHAEL S. MOGENSEN	PROSECUTING ATTORNEY 07/08	400.00
15555	07/11/2008	Printed	OREILLYSPR	O'REILLY AUTO PARTS	MISC SHOP SUPPLIES FOR PWD	103.24
15556	07/11/2008	Printed	OHS-COMPCA	OHS-COMPCARE	PRE-PLACEMENT EXAM/DRUG TEST	130.95
15557	07/11/2008	Printed	OMBPOLLENE	OMB POLICE SUPPLY, INC	EMPL CLOTHING-DUVAL/JOSLYN/HAL	378.84
15558	07/11/2008	Printed	OMNI-SITE	OMNI-SITE.NET	MONTHLY WIRELESS SRV LIFT STAT	200.00
15559	07/11/2008	Printed	PITNEY BOW	PITNEY BOWES	POSTAGE PAID ON-LINE	300.00
15560	07/11/2008	Printed	PRAY	WILLIAM E. PRAY	MUNICIPAL COURT JUDGE SERVICES	250.00
15561	07/11/2008	Printed	QUILL	QUILL	FILE/HANGING FOLDERS;PAPER TOW	209.91
15562	07/11/2008	Printed	SLAUGH	CARL SLAUGH	MEETING REGISTRATION REIMBURSE	28.00
15563	07/11/2008	Printed	SPECTRA	SPECTRA	MISC SAFETY EQUIP-SAW BLADES,	631.54
15564	07/11/2008	Printed	SUNFLOWER	SUNFLOWER BROADBAND	TELEPHONE/CABLE/INTERNET SERV	626.20
15565	07/11/2008	Printed	SUNFLOW EM	SUNFLOWER EMBROIDERY	EMBROIDERY CITY LOGO-SHIRTS	21.00
15566	07/11/2008	Printed	SUP SIGNAL	SUPERIOR SIGNALS INC	FLASH TUBE FOR LIGHT BAR-DUMP	47.80
15567	07/11/2008	Printed	THE MUNICI	THE MUNICIPAL CLERKS ILLINOIS	REGISTRATION FEE IIMC REGION	130.00
15568	07/11/2008	Printed	TOTAL ELEC	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR-155 24/4	256.94
15569	07/11/2008	Printed	TRAINING A	TRAINING AT YOUR PLACE	DIAL-IN INSTALL CHARGES/AGREEM	960.00
15570	07/11/2008	Printed	TUTTLE VET	TUTTLE VETERINARY CLINIC	IMPOUND CHARGES-ANIMALS 06/08	182.00
15571	07/11/2008	Printed	VAZCOM	VAZCOM	CONSULTING '08/VEHICLE CHARGER	174.99
15572	07/11/2008	Printed	VESTA LEE	VESTA LEE LUMBER COMPANY	LUMBER-SIDE BOARDS DUMP TRUCK	97.99
15573	07/11/2008	Printed	WESTAR GRP	WESTAR ENERGY	STREET LIGHTS/UTILITIES-ELECTR	3,813.69

Total Checks: 64 Bank Total: 111,211.31

**REVENUE/EXPENDITURE REPORT**  
AS OF 07/14/08

City Of Basehor

For the Period: 1/1/2008 to 7/31/2008

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	1,301,518.22	17,166.40
Expenditures	2,178,959.00	2,178,959.00	936,513.65	74,018.47
Net Effect for GENERAL FUND	288,401.00	288,401.00	365,004.57	-56,852.07
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	12,872.17	200.00
Expenditures	19,500.00	19,500.00	3,165.92	0.00
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	9,706.25	200.00
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	464,783.17	2,950.00
Expenditures	5,715,259.00	5,715,259.00	796,715.07	65,266.50
Net Effect for SEWER FUND	136,280.00	136,280.00	-331,931.90	-62,316.50
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	10,652.18	0.00
Expenditures	10,500.00	10,500.00	3,113.25	0.00
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	7,538.93	0.00
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	783,631.75	0.00
Expenditures	1,011,084.00	1,011,084.00	363,053.34	0.00
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	420,578.41	0.00
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	79,726.54	0.00
Expenditures	162,182.00	162,182.00	67,903.81	694.59
Net Effect for SOLID WASTE FUND	562.00	562.00	11,822.73	-694.59
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	247,593.07	2,125.66
Expenditures	588,700.00	588,700.00	71,283.07	9,318.69
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	176,310.00	-7,193.03
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	1,809.63	0.00
Expenditures	225,000.00	225,000.00	65,357.57	59.14
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-63,547.94	-59.14
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	147,133.67	0.00
Expenditures	375,000.00	375,000.00	0.00	0.00
Net Effect for CAPITAL IMPROVEMENT FUND	13,976.00	13,976.00	147,133.67	0.00

BALANCE SHEET

AS OF 07/14/08

Page: 1

7/14/2008

9:52 am

City Of Basehor

As of: 7/31/2008

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

001 FSB CHECKING ACCOUNT	49,686.17
002 FSB MONEY MARKET ACCOUNT	3,705,939.47
016 103-3 OVERNIGHT ACCT MIP	85,805.78
031 30433 CNB 3.10% DUE 10/18/08	800,000.00
045 418000021 COMMERCE 2.25% 08/11	1,400,000.00

Total Assets

6,041,431.42

Liabilities

214 SEWER FUND MONTHLY BALANCE	559,200.36
215 SOLID WASTE MONTHLY BALANCE	84,812.31
216 GENERAL FUND MONTHLY BALANCE	1,698,211.56
218 MUNICIPAL EQUIP FUND MO BAL	139,526.22
219 CAPITAL IMPROVE FUND MO BAL	860,794.50
220 SPECIAL PARK & REC FUND MO BAL	132,366.40
221 CONS HIGHWAY FUND MONTHLY BAL	2,008,107.80
226 BOND & INTEREST MONTHLY BAL	487,350.75
300 CL MAINTENANCE MONTLY BALANCE	71,061.52

Total Liabilities

6,041,431.42

Total Liabilities & Balances

6,041,431.42

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider approval of a Development Agreement for the Basehor Town Center Improvement District.

**Department:** Administration, Planning

**Background/Description of Item:**

Two petitions to establish benefit districts and issue general obligation bonds for public improvements for the Basehor Town Center project and elementary school were approved at the July 7, 2008 city council meeting with a condition that a development agreement would be submitted. The development agreement covers provisions for both petition #1 and #2.

Petition #1 includes construction of Basehor Boulevard from 155<sup>th</sup> Street to the elementary school and water and sewer lines to serve the elementary school and other portions of the development.

Petition #2 includes improvements to 155<sup>th</sup> Street to handle the additional traffic flow to the development.

The development agreement was to include provisions requiring Affinity Development, Inc. (Basehor Town Center, LLC) to pay for the assessments on the 155<sup>th</sup> Street petition and agreement to pay an administrative fee covering the city's cost of processing the documents.

The development agreement spells out details in issuing temporary notes for financing the improvements, how payments will be processed, defaults and remedies, and cost overruns.

The agreement has been reviewed and approved by Affinity Development and USD 458.

Construction on the school is expected to start mid September following an August 14 bid opening date and approval by the school board. Construction on the temporary construction road and water line improvements is expected to start in September 2008.

**Funding Source:** Basehor Town Center proposed benefit district

**Recommendation:** Approve the Basehor Town Center Improvement District Development Agreement.

Prepared by: Carl E. Slaugh, City Administrator  
Council Date: July 21, 2008

City of Basehor  
July 21, 2008

## Benefit District Petitions Basehor Town Center

### #1 Basehor Boulevard Benefit District Petition

The construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155<sup>th</sup> to approximately 2,500 feet East consisting of grading, 10" asphalt paving, curb & gutter, storm sewer, retention basin, street lights, and all necessary and appurtenant work to complete a 4-lane divided boulevard transitioning to a standard collector street; 2,500 Linear Feet of 12" water line with fire hydrants and all necessary and appurtenant work; and 5,600 Linear Feet of sanitary sewer ranging in size from 8" diameter to 18" diameter PVC pipe, manholes, excavation and backfill, and all necessary and appurtenant work.

	<b>Construction Only</b>	<b>Total Improvement</b>
Street Improvements	\$1,237,000	\$1,775,000
Water Line	\$147,000	\$216,000
Sewer Improvements	\$580,000	\$834,000
<b>Total</b>	<b>\$1,964,000</b>	<b>\$2,825,000</b>

### #2 155<sup>th</sup> Street Benefit District Petition

The construction of approximately 1400 linear feet of 155<sup>th</sup> Street from Hickory to 1400' South at collector street standards consisting of grading, 10" asphalt paving, curb and gutter storm sewer, street lights, turn lane, sidewalks and all necessary and appurtenant work.

155th Street	<b>Construction Only</b>	<b>Total Improvement</b>
Infrastructure	\$588,000	
Utilities	\$64,000	
<b>Total Construction</b>	<b>\$652,000</b>	<b>\$937,500</b>

---

**BASEHOR TOWN CENTER IMPROVEMENT DISTRICT  
DEVELOPMENT AGREEMENT**

**Among the**

**CITY OF BASEHOR, KANSAS**

**and**

**UNIFIED SCHOOL DISTRICT NO. 458, LEAVENWORTH COUNTY, KANSAS**

**and**

**BASEHOR TOWN CENTER, LLC**

**DATED AS OF JULY 21, 2008**

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**TABLE OF CONTENTS**

**DEVELOPMENT AGREEMENT**

Page

**ARTICLE I**

**DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.01.	Rules of Construction .....	1
Section 1.02.	Definitions of Words and Terms .....	2

**ARTICLE II**

**REPRESENTATIONS AND WARRANTIES**

Section 2.01	Representations of City.....	6
Section 2.02.	Representations of the District.....	8
Section 2.03.	Representations of the Developer .....	8
Section 2.04.	Conditions to the Effective Date of this Agreement .....	8

**ARTICLE III**

**THE IMPROVEMENT DISTRICTS**

Section 3.01.	Creation of the Improvement Districts .....	9
Section 3.02.	Special Assessments .....	9

**ARTICLE IV**

**CONSTRUCTION OF IMPROVEMENTS**

Section 4.01.	Design and Engineering of the Improvements.....	10
Section 4.02.	Construction of the Improvements .....	10
Section 4.03.	Rights-of-Way and Easements.....	11
Section 4.04.	Dedication of Improvements .....	11
Section 4.05.	Completion of Improvements .....	11
Section 4.06.	Rights of Access .....	12
Section 4.07.	Certificate of Full Completion.....	12

**ARTICLE V**

**REIMBURSEMENT OF IMPROVEMENT COSTS**

Section 5.01.	Improvement Costs, Generally .....	12
Section 5.02.	District to Advance Costs .....	12
Section 5.03.	City's Obligation to Reimburse District .....	12

Section 5.04.	District Reimbursement Process .....	12
Section 5.05.	Right to Inspect and Audit .....	13

**ARTICLE VI**

**IMPROVEMENT DISTRICT OBLIGATIONS**

Section 6.01.	Conditions to the Issuance of Improvement District Obligations.....	14
Section 6.02.	Security for the Improvement District Obligations .....	14
Section 6.03.	Terms of Improvement District Obligations .....	14

**ARTICLE VII**

**ASSIGNMENT; TRANSFER**

Section 7.01.	Transfer of Obligations .....	15
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**ARTICLE VIII**

**GENERAL COVENANTS**

Section 8.01.	Indemnification of City.....	15
Section 8.02.	Insurance.....	16
Section 8.03.	Non-liability of Officials, Employees and Agents of the City .....	16

**ARTICLE IX**

**DEFAULTS AND REMEDIES**

Section 9.01.	Developer Event of Default .....	16
Section 9.02.	City Event of Default.....	17
Section 9.03.	Remedies Upon a Developer Event of Default.....	17
Section 9.04.	Remedies Upon a City Event of Default.....	18
Section 9.05.	Excusable Delays.....	19
Section 9.06.	Legal Actions.....	19

**ARTICLE X**

**GENERAL PROVISIONS**

Section 10.01.	Mutual Assistance .....	19
Section 10.02.	Effect of Violation of the Terms and Provisions of this Agreement; No Partnership .....	19
Section 10.03.	Time of Essence.....	19
Section 10.04.	Amendments .....	19
Section 10.05.	Agreement Controls.....	19
Section 10.06.	Conflicts of Interest .....	20
Section 10.07.	Term .....	20
Section 10.08.	Validity and Severability.....	20
Section 10.09.	Required Disclosures .....	20
Section 10.10.	Tax Implications .....	20

Section 10.11.	Authorized Parties .....	20
Section 10.12.	Notice.....	21
Section 10.13.	Kansas Law.....	22
Section 10.14.	Counterparts.....	22
Section 10.15.	Recordation of Agreement.....	22
Section 10.16.	Consent or Approval.....	22

**BASEHOR TOWN CENTER IMPROVEMENT DISTRICT  
DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is entered into among the **CITY OF BASEHOR, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the third class (the "City"), **UNIFIED SCHOOL DISTRICT NO. 458, LEAVENWORTH COUNTY, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas (the "District") and **BASEHOR TOWN CENTER, LLC**, a limited liability company organized and existing under the laws of the State of Kansas (the "Developer," and together with the City and the District, the "Parties"), and is dated as of the date shown on the cover page hereof.

**RECITALS**

**WHEREAS**, the District filed with the City Clerk the 155<sup>th</sup> Street Improvement District Petition and the Basehor Boulevard Improvement District Petition, pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the 155<sup>th</sup> Street Improvement District Petition requests that the City create the 155<sup>th</sup> Street Improvement District, construct the 155<sup>th</sup> Street Improvements, assess the costs thereof against the 155<sup>th</sup> Street Improvement District, and issue the City's general obligation temporary notes and bonds to finance the costs of the 155<sup>th</sup> Street Improvements; and

**WHEREAS**, the Basehor Boulevard Improvement District Petition requests that the City create the Basehor Boulevard Improvement District; construct the Basehor Boulevard Improvements, the Water Line Improvements and the Sewer Line Improvements; assess the costs thereof against the Basehor Boulevard Improvement District; and issue the City's general obligation temporary notes and bonds to finance the costs of the Basehor Boulevard Improvements, the Water Line Improvements and the Sewer Line Improvements; and

**WHEREAS**, the City, the District and the Developer desire to enter into this Agreement to address issues related to construction and financing of the Improvements.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I**

**DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.01. Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Petition, and such Improvement District Proceedings, and the provisions of the Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

**Section 1.02. Definitions of Words and Terms.** Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

“**Act**” means the General Improvement and Assessment Law, K.S.A. 12-6a01 *et seq.*, as amended and supplemented from time to time.

“**Agreement**” means this Basehor Town Center Improvement District Development Agreement, as amended or supplemented from time to time.

“**Applicable Law and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

“**Annual Special Assessments**” means a single annual installment of Special Assessments, determined by dividing the total Special Assessment by 20 (the number of years over which the Special Assessments will be levied, in accordance with **Section 3.02(A)**).

“**Basehor Boulevard Improvement District**” means the improvement district to be established by the governing body of the City pursuant to the Act and the Basehor Boulevard Improvement District Petition.

“**Basehor Boulevard Improvement District Petition**” means the petition submitted by the District to the City Clerk requesting the construction of the Basehor Boulevard Improvements, the Water Line Improvements and the Sewer Line Improvements, as further described therein, and that the costs of such improvements be assessed against the property described therein, all in accordance with the Act.

“**Basehor Boulevard Improvements**” means the construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155<sup>th</sup> Street to approximately 2,500 feet east consisting of grading, 10” asphalt paving, curb and gutter, storm sewer, retention basin, street lights, and all necessary and

appurtenant work to complete a 4-lane divided boulevard transitioning to a standard collector street, all to be constructed as shown on the map attached to the Basehor Boulevard Improvement District Petition.

**“Bond Counsel”** means Gilmore & Bell, P.C.

**“Bond Proceeds”** means proceeds of any Improvement District Obligations issued by the City, less costs of issuance, capitalized interest and any required reserves.

**“Certificate of Improvement Costs”** means a certificate relating to Improvement Costs in substantially the form attached hereto as **Exhibit B**.

**“Certificate of Full Completion”** means a certificate evidencing Full Completion of the Improvements, in substantially the form attached hereto as **Exhibit C**.

**“City”** means the City of Basehor, Kansas.

**“City Administrative Fee”** means a fee equal to 3% of the Improvements Costs payable to the City for the City’s administrative and supervision costs in connection with the Improvements.

**“City Event of Default”** means any event or occurrence defined in **Section 9.02** of this Agreement.

**“City Expenses”** means the expenses described in **Section 3.03** of this Agreement.

**“City Representative”** means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

**“Construction Plans”** means plans, drawings, specifications and related documents, and construction schedules for the construction of the Improvements, together with all supplements, amendments or corrections, submitted by the District and approved by the City in accordance with this Agreement.

**“Developer”** means Basehor Town Center, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and any successors and assigns approved pursuant to this Agreement.

**“Developer Event of Default”** means any event or occurrence defined in **Section 9.01** of this Agreement.

**“Developer’s Property”** means any real property within the Improvement Districts that is currently owned by the Developer or any Related Entity and any real property anticipated to be acquired by the Developer in connection with the development of the Project, all of which is legally described on **Exhibit A** hereto.

**“Developer’s Special Assessment”** means the actual amount of Special Assessments to be levied against the Developer’s Property, as from time to time constituted, as determined by the ordinance(s) levying Special Assessments.

**“District”** means Unified School District No. 458, Leavenworth County, Kansas.

**“District Event of Default”** means any event or occurrence defined in Section 9.01 of this Agreement.

**“Estimated 155<sup>th</sup> Street Prepayment”** means \$42,317.16, which amount is equal to the estimated maximum amount of special assessments to be levied against all property within the 155<sup>th</sup> Street Improvement District that is located west of 155<sup>th</sup> Street, determined in accordance with the 155<sup>th</sup> Street Petition.

**“Estimated Annual Special Assessment”** means, for any particular piece of property within the Improvement Districts, an amount equal to the estimated maximum amount of Special Assessments to be levied against all of such property, determined in accordance with the Petitions, and assuming (i) the maximum Improvement Costs as set forth in the Petitions, (ii) a 5.0% annual rate of interest on such maximum Improvement Costs, and (iii) that the Special Assessments will be levied in 20 equal annual installments in accordance with Section 3.02(A).

**“Estimated Developer’s Annual Special Assessment”** means \$269,905.86, which amount is equal to estimated maximum amount of Special Assessments to be levied against all of the Developer’s Property, determined in accordance with the Petitions (\$3,401,520.51), and assuming (i) the maximum Improvement Costs as set forth in the Petitions, (ii) a 5.0% annual rate of interest on such maximum Improvement Costs, and (iii) that the Special Assessments will be levied in 20 equal annual installments in accordance with Section 3.02(A).

**“Estimated Total Special Assessments”** means \$3,762,500.00, which amount is equal to the total Improvement Costs Cap for all Improvements.

**“Event of Default”** means any event or occurrence as defined in Article IX of this Agreement.

**“Excusable Delays”** means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Improvements in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

**“Full Completion”** has the meaning set forth in Section 4.07.

**“Governmental Approvals”** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Improvements and consistent with the Petitions, the Improvement District Proceedings, and this Agreement.

**“Governmental Authorities”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

**“Improvement Costs”** means, collectively, the costs of the Basehor Boulevard Improvements, the 155<sup>th</sup> Street Improvements, the Water Line Improvements, and the Sewer Line Improvements, and such other costs to be charged to the Improvement District as set forth in the 155<sup>th</sup> Street Improvement

District Petition and the Basehor Boulevard Petition, including interest and costs of issuance related to any Improvement District Obligations issued by the City to finance the Improvements and the City Administrative Fee, all determined in accordance with the Act.

<sup>216,000</sup> **“Improvement Costs Cap”** means, with respect to the Basehor Boulevard Improvements, **\$1,775,000.00**; with respect to the 155<sup>th</sup> Street Improvements, **\$937,500.00**; with respect to the Water Line Improvements, **\$834,000.00**; and with respect to the Sewer Line Improvements, **\$2,825,000.00**. *\$ 834,000 and total for benefit dist #1*

**“Improvement District Obligation Conditions”** means those conditions precedent to the City’s obligation to issue Improvement District Obligations, as set forth in **Section 6.01**.

**“Improvement District Obligations”** means bonds, notes or other obligations, singly or in series, issued by the City pursuant to the Act and in accordance with this Agreement. *\$2,825,000*

**“Improvement District Proceedings”** means any of the proceedings of the governing body of the City creating the Improvement Districts and/or levying Special Assessments.

**“Improvement Districts”** means, collectively, the 155<sup>th</sup> Street Improvement District and the Basehor Boulevard Improvement District.

**“Improvements”** means, collectively, the Basehor Boulevard Improvements, the 155<sup>th</sup> Street Improvements, the Water Line Improvements, and the Sewer Line Improvements.

**“155<sup>th</sup> Street Improvement District”** means the improvement district to be established by the governing body of the City pursuant to the Act and the 155<sup>th</sup> Street Improvement District Petition.

**“155<sup>th</sup> Street Improvement District Petition”** means the petition submitted by the District to the City Clerk, requesting that certain improvements be made to 155<sup>th</sup> Street and the costs of such improvements be assessed against the property described therein, all in accordance with the Act.

**“155<sup>th</sup> Street Improvements”** means the construction of 1400 linear feet of 155<sup>th</sup> Street from Hickory Street to 1400’ south at collector street standards consisting of grading, 10” asphalt paving, curb and gutter storm sewer, street lights, turn lane, sidewalks and all necessary and appurtenant work, all determined in accordance with the 155<sup>th</sup> Street Improvement District Petition.

**“155<sup>th</sup> Street Prepayment”** means that amount set forth in **Section 3.02(B)**.

**“Permitted Subsequent Approvals”** means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

**“Petitions”** means the 155<sup>th</sup> Street Improvement District Petition and the Basehor Boulevard Petition.

**“Plans”** means site plans, Construction Plans and all other Governmental Approvals necessary to construct the Improvements in accordance with City code, applicable laws of Governmental Authorities and this Agreement.

**“Prepayment Period”** means a period of time within 30 days from the publication date of any ordinance levying Special Assessments.

**“Project”** means the development of Basehor Town Center.

**“Related Entity”** means any individual or legal entity related to the Developer, determined in accordance with federal tax regulations.

**“Sewer Line Improvements”** means the construction of approximately 5,600 linear feet of sanitary sewer ranging in size from 8” diameter to 18” diameter PVC pipe, manholes, excavation and backfill, and all necessary and appurtenant work, all to be constructed as shown on the map attached to the Basehor Boulevard Improvement District Petition.

**“Special Assessments”** means any special assessment levied or proposed to be levied against any property within the Improvement Districts, as determined in accordance with the Act and the Improvement District Proceedings.

**“Substantial Property Interest”** means an ownership interest in real property equal to 25% or more of the square footage of the real property in the Sewer Improvement District.

**“Transferred Property”** means property within the Improvement Districts that is owned by the Developer or any Related Entity and transferred by the Developer or any Related Entity to an Unrelated Entity.

**“Unrelated Entities”** means any individual or legal entity that is not a Related Entity.

**“Water Line Improvements”** means the construction of approximately 2,500 linear feet of 12” water line with fire hydrants and all necessary and appurtenant work, all to be constructed as shown on the map attached to the Basehor Boulevard Improvement District Petition.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations of City.** The City makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No Litigation. There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the Petitions or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of

this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

**Section 2.02 Representations of District.** The District makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The District has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the District, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No Litigation. There is no litigation, proceeding or investigation pending or, to the knowledge of the District, threatened against the District with respect to the Petitions or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the District, threatened against the District seeking to restrain, enjoin or in any way challenge or adversely affect the existence or powers of the District to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the District of the terms and provisions of this Agreement.

D. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the District of this Agreement.

E. No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the District under this Agreement.

F. Approvals. Except for Permitted Subsequent Approvals, the District has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Improvements. The District reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

G. Construction Permits. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Improvements have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the District reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Improvements to be constructed.

**Section 2.03. Representations of the Developer.**

The Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No Litigation. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Improvements, the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

**Section 2.04. Conditions to the Effective Date of this Agreement.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the following documents shall be submitted to the City:

A. A copy of the Developer's Articles of Organization, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the Operating Agreement of the Developer; and

C. A legal opinion from counsel to the Developer in form and substance acceptable to the City covering: (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Developer; and

D. A legal opinion from counsel to the District in form and substance acceptable to the City covering: (i) the due organization of the District and the power and authority of the District to execute this Agreement, and (ii) the enforceability of this Agreement against the District.

### ARTICLE III

#### THE IMPROVEMENT DISTRICTS

**Section 3.01. Creation of the Improvement Districts.** The Developer and the District each hereby agree to waive any rights that it may have pursuant to state statute, the Kansas Constitution, the United States Constitution, or as otherwise provided by law to object to any Special Assessments requested in the Petitions and imposed pursuant to the Act. Developer and District each acknowledges and agrees that this waiver is freely given and with full knowledge of the extent of all statutory, constitutional or other legal rights being waived thereby, and is given in consideration of the City forming the Improvement Districts and assisting in providing for the financing and construction of the Improvements. By the recording of this Agreement, all successors in interest to the Developer and to the District or in any lot, tract or parcel of the Developer's Property are provided with notice of the waiver set forth in this paragraph.

**Section 3.02. Special Assessments.**

A. Upon completion of the Improvements, as evidenced by the Certificate of Full Completion pursuant to Section 4.07 hereof, the City shall initiate proceedings pursuant to the Act to levy Special Assessments against property within the Improvement Districts. The Special Assessments shall be payable in twenty (20) equal annual installments. The City shall allow all property owners within the Improvement Districts an opportunity to prepay all or any portion of such Special Assessments within the Prepayment Period.

B. Notwithstanding anything to the contrary in the Improvement District Proceedings, the Developer shall be required to pay, on behalf of those owners of property within the 155<sup>th</sup> Street Improvement District located west of 155<sup>th</sup> Street, all Special Assessments levied against such property (the "155<sup>th</sup> Street Prepayment"). The 155<sup>th</sup> Street Prepayment shall be made by the Developer to the City during the Prepayment Period.

C. The Developer or any Related Entity shall pay, when due pursuant to the Improvement District Proceedings and the Act, the Developer's Special Assessments as they apply to that portion of the Developer's Property actually owned by the Developer or any Related Entity.

**ARTICLE IV****CONSTRUCTION OF IMPROVEMENTS****Section 4.01. Design and Engineering of the Improvements.**

A. The District shall submit Construction Plans for the Improvements for review and approval pursuant to City Code. Construction Plans may be submitted in phases or stages. All Improvements shall be designed, engineered, constructed, and installed in accordance with all Applicable Law and Requirements of the City. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Petitions, the Improvement District Proceedings and this Agreement. All plans, specifications, contracts and change orders related to the Improvements shall be approved by the City Engineer.

B. All costs associated with the preparation of the Plans for the Improvements shall be paid by the District, but shall be reimbursable from proceeds of the Improvement District Obligations in the manner provided by Article V hereof.

C. Any firm preparing Plans for the Improvements shall receive prior written approval of the City Engineer on behalf of the City, provided that the Parties acknowledge that Level 4 Engineering LLC is acceptable to the City.

**Section 4.02. Construction of the Improvements.** All Improvements shall be designed, engineered and constructed by the District as agent for the City. The District agrees that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Petitions, the Improvement District Proceedings, Construction Plans and related documents to be approved by the City in compliance with City Code. The District, as agent for the City, shall comply with the following requirements:

A. Construction Permits and Approvals. Before commencement of construction or development of any work or Improvements, the District shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be customarily required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City shall cooperate with and provide all usual assistance to the District in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Improvements not in conformance with the Petitions or this Agreement.

B. Engineer's Estimate. Before the District shall enter into any contract for the Improvements, an estimate of the cost of the Improvements shall be prepared by the City Engineer and submitted to the City Council. The District shall not enter into any contract for construction of the Improvements if the price exceeds the amount set forth in such estimate of the City Engineer.

C. Bonds. The District or the District's contractor(s) shall provide for all public works bonds required by K.S.A. 60-1111 and any other performance and/or payment bonds reasonably required by the City prior to the commencement of construction of the Improvements. The premiums for such bonds shall constitute costs chargeable to the Improvement Districts. The District shall indemnify the City and its officers and employees for any damage resulting from failure of the District to provide the bonds set forth in this subsection.

D. Antidiscrimination During Construction. The District, for itself, its successors and assigns, and any contractor with whom the District has contracted for the performance of work on the Improvements, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Improvements provided for in this Agreement, the District shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.

E. Cost Overruns. The Parties acknowledge that the estimated and probable costs of the Improvements included in the Petitions are based upon calculations prepared by the District. The Improvements shall be constructed in accordance with the estimated and probable costs set forth in the Petitions. The Parties further acknowledge that the City may not impose Special Assessments for any cost in excess of the Improvement Costs Cap. The District shall pay for all Improvement Costs that exceed the Improvement Costs Cap.

**Section 4.03. Rights-of-Way and Easements.** District and Developer will provide or cause to be provided, in a form suitable for recording in the real property records of Leavenworth County, Kansas, within ten (10) days after written demand by the City, all rights-of-way and easements across or encumbering the respective portion of the property necessary for the construction, ownership and operation of the Improvements at no cost to the City. All Improvements shall be located within standard storm drainage and utility easements or rights-of-way dedicated to public use and constructed in compliance with all Applicable Law and Requirements. If necessary, the City shall assist the District in obtaining all necessary easements related to the 155<sup>th</sup> Street Improvements.

**Section 4.04. Dedication of Improvements.** The Improvements will be dedicated to the City as such Improvements are completed. The Parties acknowledge that any Improvements which remain private in nature cannot be financed under the Act, and cannot be paid for with the proceeds of tax exempt bonds or notes or from Special Assessments. The City shall not be obligated to accept dedication of any Improvements until the City has verified that the applicable Improvements have been built in accordance with all Applicable Law and Requirements; until the City has verified that the Improvements have been built in accordance with the specifications approved by it; and until the City has issued a Certificate of Full Completion for the Improvements to be dedicated.

**Section 4.05. Completion of Improvements.**

A. Development Schedule. The District shall commence construction of the Improvements in good and workmanlike manner in accordance with the terms of this Agreement. The District shall cause the Improvements to be completed with due diligence. Upon reasonable advance notice, the District shall meet with the City to review and discuss the design and construction of the Improvements in order to enable the City to monitor the status of construction and to determine that the Improvements are being performed and completed in accordance with this Agreement.

B. Continuation and Completion. Subject to Excusable Delays, once the District has commenced construction of the Improvements, the District shall not permit cessation of work on the Improvements for a period in excess of 45 consecutive days or 90 days in the aggregate without prior written consent of the City.

C. No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable state law.

**Section 4.06. Rights of Access.** Representatives of the City shall have the right of access to the Improvements, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Improvements, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, shall assume the risk of injury, and shall not interfere with the construction activity.

**Section 4.07. Certificate of Full Completion.** Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the District may submit a Certificate of Full Completion to the City. The Certificate of Full Completion shall be in substantially the form attached as **Exhibit C**. The City shall, within ten (10) days following delivery of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion shall constitute evidence of the satisfaction of the District's agreements and covenants to construct the Improvements.

## ARTICLE V

### REIMBURSEMENT OF IMPROVEMENT COSTS

**Section 5.01. Improvement Costs, Generally.** In consideration for the District's agreement to construct the Improvements, the City agrees to reimburse the District for Improvement Costs, up to the Improvement Costs Cap, subject to the terms of the Improvement District Proceedings, the Act, and this Agreement.

**Section 5.02. District to Advance Costs.** The District agrees to advance all Improvement Costs as necessary to complete the Improvements, until such time as the City issues Improvement District Obligations in accordance with **Article VI** hereof. After the City has issued Improvement District Obligations, the District may request that the City directly pay Improvement Costs in accordance with **Section 5.04** hereof.

**Section 5.03. City's Obligation to Reimburse District.** Subject to the terms of this Agreement and the conditions in this Section, the City agrees to reimburse District for Improvement Costs in a total amount not to exceed the Improvement Costs Cap. District may be reimbursed for Improvement Costs only from the proceeds of Improvement District Obligations as provided in **Article VI** hereof, and the City shall have no obligation to reimburse District until proceeds of Improvement District Obligations are available. The Parties agree that all reimbursement to the District shall be made only from the proceeds of Improvement District Obligations and not from any other source. Nothing in this Agreement shall obligate the City to issue Improvement District Obligations to reimburse District for any cost that is not both an Improvement Cost and a "cost" as defined by the Act.

**Section 5.04. District Reimbursement Process.**

A. All requests for reimbursement and/or payment of Improvement Costs shall be made in a Certificate of Improvement Costs in substantial compliance with the form attached hereto as **Exhibit B**. Requests for reimbursement and/or payment shall be submitted by the District to the City not more often than monthly.

(1) With respect to costs requested to be reimbursed, the District shall provide itemized invoices, receipts or other information reasonably requested, if any, to confirm that any such cost has been paid and qualifies as an Improvement Cost, and shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid by the District, the payee, a brief description of the type of cost paid, the amount paid, and shall indicate whether such cost is attributable to the 155<sup>th</sup> Street Improvements, the Basehor Boulevard Improvements, the Sewer Line Improvements or the Water Line Improvements. The District shall provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Improvement Costs.

(2) With respect to costs required to be paid directly by the City, the District shall provide itemized invoices to confirm that any such cost qualifies as an Improvement Cost, and shall further provide a summary sheet detailing the costs requested to be paid. Such summary sheet shall show the payee, a brief description of the type of cost, the amount to be paid, the payment due date, and shall indicate whether such cost is attributable to the 155<sup>th</sup> Street Improvements, the Basehor Boulevard Improvements, the Sewer Line Improvements or the Water Line Improvements. The District shall provide, or shall cause its contractors to provide, such additional information as reasonably requested by the City to confirm that the such costs qualify as Improvement Costs.

(3) If any cost to be reimbursed or paid is attributable to more than one Improvement, such cost shall be allocated to all applicable Improvements in a reasonable manner as shall be determined by the City in its sole discretion.

B. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Improvement Costs is submitted, to examine the District's and others' records relating to all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

C. The City shall have 30 calendar days after receipt of any Certificate of Improvement Costs to review and respond by written notice to the District. If the submitted Certificate of Improvement Costs and supporting documentation demonstrates that (1) the request relates to the Improvement Costs; (2) the expense has been paid; and (3) the District is not in material default under this Agreement, then the City shall approve the Certificate of Improvement Costs and make, or cause to be made, reimbursement from the proceeds of Improvement District Obligations, within fifteen (15) days of the City's approval of the Certificate of Improvement Costs. If the City reasonably disapproves of the Certificate of Improvement Costs, the City shall notify the District in writing of the reason for such disapproval within such 15-day period. Approval of the Certificate of Improvement Costs will not be unreasonably withheld, conditioned or delayed.

**Section 5.05 Right to Inspect and Audit.** The District agrees that, up to one year after completion of the Improvements, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the District's books and records relating to the Improvement Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

**ARTICLE VI****IMPROVEMENT DISTRICT OBLIGATIONS**

**Section 6.01. Conditions to the Issuance of Improvement District Obligations.** After the following conditions have been satisfied, the District may make a written request to the City to issue Improvement District Obligations; and the City agrees to take all reasonably necessary steps to issue Improvement District Obligations upon receipt of such written request and when the following conditions have been satisfied (collectively, the "Improvement District Obligation Conditions"):

A. All easements and rights of way necessary for construction of the Improvements shall have been acquired and dedicated to the City, provided that the City may waive this requirement if, in its sole discretion, it determines that remaining easement and right-of-way acquisition will be completed on a schedule which will not adversely affect the timing of completion of the Improvements.

B. Plans and specifications for completion of the Improvements shall have been completed by the District and approved by the City.

C. Binding contracts in a form acceptable to the City for completing construction of the Improvements shall have been fully executed by the District.

**Section 6.02. Security for the Improvement District Obligations.** The Improvement District Obligations shall be general obligations of the City, payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the City and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City shall be irrevocably pledged for the prompt payment of the principal of and interest on the Improvement District Obligations as the same become due.

**Section 6.03. Terms of Improvement District Obligations.**

A. Upon the District's satisfaction of the conditions set forth in **Section 6.01** hereof, the City shall issue Improvement District Obligations to finance the Improvements.

B. The Parties acknowledge that the City may not issue its general obligation bonds to finance the costs of the Improvements until 30 days after the publication of an ordinance levying Special Assessments. During construction of the Improvements and until general obligation bonds are issued to provide permanent financing for the costs of the Improvements, the City shall use its best efforts to issue its general obligation temporary notes to finance the costs of the Improvements.

C. The City shall have the sole right to select the designated Bond Counsel, financial advisor and underwriter (and such additional consultants as the City deems necessary for the issuance of the Improvement District Obligations). The City will approve the method of marketing the Improvement District Obligations. The Improvement District Obligations shall bear interest at such rates, shall be subject to redemption and shall have such other terms as the City shall determine in its sole discretion. The City shall have the sole control of the disbursement of the proceeds of the Improvement District Obligations, subject to the requirements in the documents governing the Improvement District Obligations and this Agreement.

**ARTICLE VII**

**ASSIGNMENT; TRANSFER**

**Section 7.01. Transfer of Obligations.**

A. The rights, duties and obligations hereunder of the either of the Developer or the District contained herein may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Improvement District being transferred. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the respective Party under this Agreement and agree to be subject to all the conditions and restrictions to which such Party is subject (or, in the event the transfer is of or relates to a portion of the Improvement District, such obligations, conditions and restrictions to the extent that they relate to such portion). Neither the Developer nor the District shall be relieved from any obligations set forth herein unless and until the City specifically agrees to release of the Developer or District, as applicable. The District agrees to record all assignments in the office of the Register of Deeds of Leavenworth County, Kansas, in a timely manner following the execution of such agreements.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement.

**ARTICLE VIII**

**GENERAL COVENANTS**

**Section 8.01. Indemnification of City.**

A. District agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys fees, resulting from, arising out of, or in any way connected with:

1. the District's actions and undertaking in implementation of the Improvements or this Agreement; and
2. the negligence or willful misconduct of District, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Improvements.
3. any delay or expense resulting from any litigation filed against the District by any member or shareholder of the Developer, any lender, architect, contractor, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents, independent contractors or consultants. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where District owns or has control of real property pursuant to any of District's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys fees, resulting from, arising out of, or in any way connected with the District's actions and undertaking in enforcing this Agreement against Developer.

C. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the District or the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the District or Developer, as applicable, of the occurrence of such event.

D. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

**Section 8.02. Insurance.** During construction of the Improvements, the District shall maintain insurance in favor of the City against all such risks and in such amounts, with such deductible provisions as are customary in connection with the construction of similar improvements.

**Section 8.03. Non-liability of Officials, Employees and Agents of the City.** No recourse shall be had for the reimbursement of the Improvement Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

## ARTICLE IX

### DEFAULTS AND REMEDIES

#### Section 9.01. Events of Default.

A. A "Developer Event of Default" shall mean a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can

reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

**B.** Except as further provided herein, and subject to Section 9.05, a “**District Event of Default**” shall mean a default in the performance of any obligation or breach of any covenant or agreement of the District in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 30 days after City has delivered to District a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the District is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the District shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

**Section 9.02. City Event of Default.** Subject to Section 9.05, the occurrence and continuance of any of the following events shall constitute a “**City Event of Default**” hereunder:

**A.** After closing of any Improvement District Obligations, the City’s right to withdraw funds from the Improvement District Obligations is suspended or revoked for any reason (other than as a result of either the District’s or Developer’s failure to perform its obligations hereunder), and such suspension or revocation delay is not cured or corrected for a period of 45 consecutive days; or

**B.** Default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 30 days after there has been given to the City by the District a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

**Section 9.03. Remedies Upon a Developer Event of Default or District Event of Default.**

**A.** Upon the occurrence and continuance of a Developer Event of Default, the City may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

**B.** Upon the occurrence and continuance of a District Event of Default, the City may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the District as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such District Event of Default.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City, the District and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the District or Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

#### **Section 9.04. Remedies Upon a City Event of Default.**

A. Upon the occurrence and continuance of a City Event of Default, the District shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The District shall have the right to terminate the District's obligations under this Agreement;

2. The District may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the District under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the District resulting from such City Event of Default.

B. If the District has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the District, then and in every case the District and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the District shall continue as though no such proceeding had been instituted.

C. The exercise by the District of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the District shall apply to obligations beyond those expressly waived.

D. Any delay by the District in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the District of any specific default by the District shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 9.05. Excusable Delays.** Neither the City nor the District shall be deemed to be in default of this Agreement because of an Excusable Delay.

**Section 9.06. Legal Actions.** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Leavenworth County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

## ARTICLE X

### GENERAL PROVISIONS

**Section 10.01. Mutual Assistance.** The City, the District and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent. Each Party agrees that all actions to be taken by it under this Agreement shall be taken diligently and in good faith.

**Section 10.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Improvements or the Improvement Districts. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the District, the Developer and the City.

**Section 10.03. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 10.04. Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

**Section 10.05. Agreement Controls.** The Parties agree that the Improvement District will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City, the District and Developer with respect to constructing the Improvements, the payment of Improvement Costs and the payment of certain Special Assessments. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Petitions and the Improvement District Proceedings. Nothing in this Agreement shall be deemed an amendment of the Improvement District Proceedings. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

**Section 10.06. Conflicts of Interest.**

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the District's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Improvements during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Improvements, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Improvements, or in any activity, or benefit therefrom, which is part of the Improvements at any time during or after such person's tenure.

**Section 10.07. Term.** Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect until such time as all Special Assessments are paid in full and all Improvement District Obligations are no longer outstanding.

**Section 10.08. Validity and Severability.** It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 10.09. Required Disclosures.** The District and the Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the District or the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 10.10. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 10.11. Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City, the District or the Developer is required, or the City, the District or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative

and for the District by any officer of the District and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section. The District Representative may seek the advice, consent or approval of the Board of Education before providing any supplemental agreement, request, demand, approval, notice or consent for the District pursuant to this Section.

**Section 10.12. Notice.** All notices and requests required pursuant to this Agreement shall be sent as follows:

**To the City:**

City Clerk  
City Hall  
2620 N. 155<sup>th</sup> Street  
Basehor, Kansas 66007

**With a copy to:**

Patrick Reavey, City Attorney  
1600 Genessee, Suite 303  
Kansas City, Missouri 64102

and

Gary A. Anderson  
Gilmore & Bell, P.C.  
2405 Grand Blvd., Suite 1100  
Kansas City, MO 64108

**To the District:**

Basehor-Linwood USD No. 458  
2008 N. 155<sup>th</sup> Street  
Basehor, Kansas 66007  
Attn: Superintendent

**With a copy to:**

John Vratil  
Lathrop & Gage L.C.  
10851 Mastin Boulevard  
Suite 1000  
Overland Park, KS 66210

**To the Developer:**

Basehor Town Center, LLC  
Attn: Michael Duncan  
9200 Indian Creek Parkway  
Suite 100  
Overland Park, KS 66210

**With a copy to:**

Pete Heaven  
Lathrop & Gage L.C.  
10851 Mastin Boulevard  
Suite 1000  
Overland Park, KS 66210

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**Section 10.13. Kansas Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

**Section 10.14. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 10.15. Recordation of Agreement.** The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Leavenworth County, Kansas. This Agreement shall be recorded by the District, and proof of recording shall be provided to the City.

**Section 10.16. Consent or Approval.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



**THIS AGREEMENT** has been executed as of the date first hereinabove written.

**BASEHOR TOWN CENTER, LLC,**  
a Kansas limited liability company

By \_\_\_\_\_  
Managing Member

STATE OF KANSAS )  
 ) SS.  
COUNTY OF LEAVENWORTH )

On \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as a managing member of BASEHOR TOWN CENTER, LLC and acknowledged to me that he executed the same in his authorized capacities, and that by such person's signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_



**EXHIBIT A****LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY**

Part of the NW ¼ and part of the NE ¼ and part of the SW ¼ of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 01° 24' 41" W, along the West line of said NW ¼, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing N 01° 24' 41" W, along the West line of said NW ¼, a distance of 582.07 feet; thence N 87° 57' 12" E, parallel with the South line of said NW ¼, a distance of 390.48 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 59.97 feet; thence N 88° 35' 19" E a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence N 77° 54' 54" E a distance of 8.62 feet; thence N 12° 05' 06" W a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of N 40° 48' 43" W, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 62° 00' 39" E, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence N 78° 35' 19" E a distance of 17.28 feet; thence N 11° 24' 41" W a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of N 44° 03' 57" E, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence N 87° 57' 18" E, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said NE ¼; thence continuing N 87° 57' 18" E, along said abandoned railroad centerline, a distance of 158.78 feet; thence S 01° 58' 00" E a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence S 19° 00' 43" W a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of S 70° 59' 17" E, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence S 46° 44' 10" E a distance of 101.66 feet; thence S 43° 15' 50" W a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence S 54° 25' 26" W a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said NW ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 43° 26' 23" W, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence S 01° 59' 35" E a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of S 88° 00' 25" W, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence N 10° 41' 25" W a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 79° 18' 35" W, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence S 58° 21' 38" W a distance of 401.22 feet; thence S 40° 17' 40" E a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 54° 14' 19" W, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence S 43° 35' 19" W a distance of 18.32 feet to a point on the North line of said SW ¼; thence continuing S 43° 35' 19" W a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence N 68° 21' 57" W a distance of 109.48 feet; thence S 87° 57' 12" W, parallel with the North line of said SW ¼, a distance of 970.00 feet; thence N 02° 02' 48" W a distance of 140.12 feet to a point on the South line of said NW ¼; thence continuing N 02° 02' 48" W a distance

of 360.33 feet; thence S 88° 35' 04" W a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 37° 16' 00" W, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence S 01° 24' 41" E, parallel with the West line of said NW ¼, a distance of 338.00 feet to a point on the South line of said NW ¼; thence S 87° 57' 12" W, along the South line of said NW ¼, a distance of 403.91 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 167.93 feet; thence S 88° 35' 08" W a distance of 186.11 feet to the POINT OF BEGINNING, containing 3,619,098.09 square feet or 83.08306 acres more or less.

AND

THE WEST 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1327.91 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 655.92 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 23 SECONDS EAST, PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1328.66 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 655.92 FEET TO THE POINT OF BEGINNING. CONTAINS: 871,200.00 SQUARE FEET OR 20.00 ACRES.

AND

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 25 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.49 FEET, THENCE SOUTH 87 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.58 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 386.63 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 23 SECONDS EAST, A DISTANCE OF 772.19 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF RICKEL'S SUBDIVISION AND RICKEL'S SUBDIVISION NO. 3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 3632.29 FEET;

THENCE NORTH 01 DEGREE 25 MINUTES 06 SECONDS WEST A DISTANCE OF 147.13 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 38 SECONDS WEST A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 59.97 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 180.00 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 50 SECONDS WEST A DISTANCE 145.01 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST A DISTANCE OF 180.00 FEET TO SAID WEST LINE; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 420.03 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 752.05 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 390.48 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 59.97 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 13.55 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, FOR A DISTANCE OF 144.38 FEET; THENCE NORTH 77 DEGREES 54 MINUTES 54 SECONDS EAST A DISTANCE OF 8.62 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 06 SECONDS WEST A DISTANCE OF 11.66 FEET; THENCE NORTHERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, FOR A DISTANCE OF 41.92 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 208.43 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND, FOR A DISTANCE OF 41.26 FEET; THENCE NORTHERLY AND EASTERLY, ON A CURVE TO THE RIGHT HAVING A INITIAL TANGENT BEARING OF NORTH 40 DEGREES 48 MINUTES 43 SECONDS WEST, A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, FOR A DISTANCE OF 138.58 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING A INITIAL TANGENT BEARING OF SOUTH 62 DEGREES 00 MINUTES 39 SECONDS EAST, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND FOR A DISTANCE OF 41.26 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 17.28 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 41 SECONDS WEST A DISTANCE OF 219.14 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, HAVING A INITIAL TANGENT BEARING OF NORTH 44 DEGREES 03 MINUTES 57 SECONDS EAST, A RADIUS OF 1889.10 FEET, AND A CENTRAL ANGLE OF 43 DEGREES 53 MINUTES 23 SECONDS FOR A DISTANCE OF 1447.09 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2426.29 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1193.44 FEET TO THE POINT OF BEGINNING. CONTAINS 10,506,844.93 SQUARE FEET OR 241.20397 ACRES, MORE OR LESS.

Except:

Part of the NW  $\frac{1}{4}$  and part of the NE  $\frac{1}{4}$  and part of the SW  $\frac{1}{4}$  of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 01° 24' 41" W, along the West line of said NW ¼, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing N 01° 24' 41" W, along the West line of said NW ¼, a distance of 582.07 feet; thence N 87° 57' 12" E, parallel with the South line of said NW ¼, a distance of 390.48 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 59.97 feet; thence N 88° 35' 19" E a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence N 77° 54' 54" E a distance of 8.62 feet; thence N 12° 05' 06" W a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of N 40° 48' 43" W, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 62° 00' 39" E, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence N 78° 35' 19" E a distance of 17.28 feet; thence N 11° 24' 41" W a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of N 44° 03' 57" E, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence N 87° 57' 18" E, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said NE ¼; thence continuing N 87° 57' 18" E, along said abandoned railroad centerline, a distance of 158.78 feet; thence S 01° 58' 00" E a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence S 19° 00' 43" W a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of S 70° 59' 17" E, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence S 46° 44' 10" E a distance of 101.66 feet; thence S 43° 15' 50" W a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence S 54° 25' 26" W a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said NW ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 43° 26' 23" W, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence S 01° 59' 35" E a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of S 88° 00' 25" W, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence N 10° 41' 25" W a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 79° 18' 35" W, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence S 58° 21' 38" W a distance of 401.22 feet; thence S 40° 17' 40" E a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 54° 14' 19" W, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence S 43° 35' 19" W a distance of 18.32 feet to a point on the North line of said SW ¼; thence continuing S 43° 35' 19" W a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence N 68° 21' 57" W a distance of 109.48 feet; thence S 87° 57' 12" W, parallel with the North line of said SW ¼, a distance of 970.00 feet; thence N 02° 02' 48" W a distance of 140.12 feet to a point on the South line of said NW ¼; thence continuing N 02° 02' 48" W a distance of 360.33 feet; thence S 88° 35' 04" W a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 37° 16' 00" W, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence S 01° 24' 41" E, parallel with the West line of said NW ¼, a distance of 338.00 feet to a point on the South line of said NW ¼; thence S 87° 57' 12" W, along the South line of said NW ¼, a distance of 403.91 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 167.93 feet; thence S 88° 35' 08" W a distance of 186.11 feet to the POINT OF BEGINNING, containing 3,619,098.09 square feet or 83.08306 acres more or less.

Except:

Part of the NW  $\frac{1}{4}$  of Section 35, T10S, R22E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW  $\frac{1}{4}$ ; thence N  $87^{\circ} 57' 12''$  E, along the South line of said NW  $\frac{1}{4}$ , a distance of 1,985.42 feet; thence N  $43^{\circ} 35' 19''$  E a distance of 18.32 feet; thence Northeasterly, on a curve to the right having a radius of 500 feet, for a distance of 92.94 feet to the POINT OF BEGINNING; thence N  $40^{\circ} 17' 40''$  W a distance of 740.35 feet; thence N  $58^{\circ} 21' 38''$  E a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1,150 feet, for a distance of 420.48 feet; thence S  $10^{\circ} 41' 25''$  E a distance of 326.61 feet; thence S  $40^{\circ} 11' 24''$  E a distance of 250.30 feet; thence S  $28^{\circ} 54' 28''$  E a distance of 62.87 feet; thence S  $18^{\circ} 43' 42''$  E a distance of 73.43 feet; thence S  $03^{\circ} 28' 46''$  E a distance of 47.40 feet; thence S  $17^{\circ} 41' 20''$  W a distance of 145.00 feet; thence N  $72^{\circ} 18' 40''$  W a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence S  $57^{\circ} 10' 46''$  W a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 25.66 feet to the POINT OF BEGINNING, containing 521,831.38 square feet or 11.97960 acres, more or less.

**EXHIBIT B**

**FORM OF CERTIFICATE OF IMPROVEMENT COSTS**

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**CERTIFICATE OF IMPROVEMENT COSTS**

TO: City of Basehor, Kansas  
Attention: City Administrator

Re: [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District]

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Basehor Boulevard Improvement District Development Agreement dated as of July \_\_\_\_, 2008 (the "Agreement") among the City, the District and the Developer.*

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* hereto is an Improvement Cost and was incurred in connection with the construction of the [155<sup>th</sup> Street Improvements][Basehor Boulevard Improvements][Sewer Line Improvements][Water Line Improvements] after July 7, 2008.
2. These Improvement Costs are reimbursable under the Improvement District Proceedings, the Act and the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from any project fund established by the issuance of any Improvement District Obligations, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the District any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a District Event of Default under the Agreement.
9. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

City of Basehor

Basehor Town Center  
Development Agreement

July 21, 2008

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**UNIFIED SCHOOL DISTRICT NO. 458,  
LEAVENWORTH COUNTY, KANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**CITY OF BASEHOR, KANSAS**

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

Title: \_\_\_\_\_

**EXHIBIT C****FORM OF CERTIFICATE OF FULL COMPLETION**

*Pursuant to **Section 4.07** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

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**CERTIFICATE OF FULL COMPLETION**

The undersigned, **UNIFIED SCHOOL DISTRICT NO. 458, LEAVENWORTH COUNTY, KANSAS** (the "**District**"), pursuant to that certain Basehor Town Center Improvement District Development Agreement dated as of July \_\_, 2008, among the **CITY OF BASEHOR, KANSAS** (the "**City**"), the District and the Developer (the "**Agreement**"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_, the construction of all Improvements related to the [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District] (as such terms are defined in the Agreement) have been completed in accordance with the Agreement.

2. The Improvements related to the [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District] have been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Improvements related to the [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District] have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Improvements related to the [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District], District has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is being issued by the District to the City in accordance with the Agreement to evidence the District's satisfaction of all obligations and covenants with respect to the construction of the Improvements related to the [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District].

6. The City's acceptance and the recordation of this Certificate with the Leavenworth County Recorder of Deeds, shall evidence the satisfaction of the District's agreement and covenant to construct the Improvements related to the [155<sup>th</sup> Street Improvement District][Basehor Boulevard Improvement District].

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**UNIFIED SCHOOL DISTRICT NO. 458,  
LEAVENWORTH COUNTY, KANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**CITY OF BASEHOR, KANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)



## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider a resolution supporting the Kansas Department of Transportation 10-year Comprehensive Transportation Program and identifying projects that are of importance to the local area.

**Department:** Administration

**Background/Description of Item:**

The 10-year, comprehensive transportation program enacted by the Kansas Legislature in 1999 with strong city and county support will conclude in 2009. The economic and safety enhancement benefits to the state and its citizens from the 1999 program have been enormous, but substantial transportation needs remain.

It is likely that the 2009 Legislature will consider a Comprehensive Transportation Program. It is essential that local governing bodies act soon to identify specific transportation needs that could be addressed by the new program.

The League of Kansas Municipalities and the Kansas Association of Counties have long been active in advocating for transportation improvements to benefit local economies and the state economy as a whole. It is very important, however, that individual cities and counties be active members of this process.

The attached list is a summary of the projects that would fall under possible funding mechanisms supported by KDOT:

1. Intersection improvements to U.S. Highway 24-40 and 150<sup>th</sup> Street
2. Widening 155<sup>th</sup> Street north of U.S. Highway 24-40 for 800 linear feet to include turn lanes
3. New reverse frontage road on the north side of U.S. 24-40 Highway from 155<sup>th</sup> Street to 158<sup>th</sup> Street
4. New reverse frontage road on the south side of U.S. 24-40 Highway between 153<sup>rd</sup> Street and 150<sup>th</sup> Street
5. Widen the intersection and add turn lanes at 155<sup>th</sup> Street and Parallel Road
6. Widen the intersection and add turn lanes at 155<sup>th</sup> Street and Leavenworth Road
7. Leavenworth County Air and Business Park and associated road construction
8. Alternate transportation such as sidewalks or trails along all state highways
9. New cloverleaf intersection at K-7 and I-70 to reduce congestion, with emphasis that no new signal lights are added to the K-7 Corridor
10. Completion of the South Lawrence Trafficway from Iowa Street east to K-10

**Funding Source:** Transportation

**Recommendation:** Approve Resolution 2008-10 in support of the 10-Year Comprehensive Transportation Program for Kansas and the City of Basehor.

Prepared by: Carl E. Slaugh, City Administrator  
Council Date: July 21, 2008

**RESOLUTION NO. 2008-10**

**A Resolution Endorsing Transportation Improvements for the City of Basehor, Kansas Concerning the Enactment by the Kansas Legislature of a New State-Wide Comprehensive Transportation Program**

**WHEREAS**, one of the major responsibilities of Basehor City government is to plan for the immediate and long-term transportation needs of the city of Basehor;

**WHEREAS**, the Governing Body of the City of Basehor, Kansas (hereinafter the "City") has conducted the necessary investigations to identify the transportation capital improvements that are needed in the City of Basehor and

**WHEREAS**, these specific transportation capital improvements are essential to the health, safety and welfare of our citizens in the future; and

**WHEREAS**, these specific transportation capital improvements are vital to the economic well being of the City of Basehor and to its long-term growth and development; and

**WHEREAS**, the failure to undertake these transportation capital improvements will impede and may prevent the economic needs and goals of the City of Basehor from being accomplished; and

**WHEREAS**, the City of Basehor is unable to finance such capital transportation improvements without substantial assistance from the State of Kansas and the Kansas Department of Transportation; and

**WHEREAS**, the State of Kansas and the Department of Transportation cannot sufficiently address the transportation needs of the City of Basehor and other cities and counties across the state without the enactment of a new Comprehensive Transportation Program by the Kansas Legislature.

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

**Section 1. Priority Transportation Projects.** After careful investigation of the transportation needs in the City of Basehor the following transportation capital improvements are hereby declared to be vital to the future economic growth and development of the City and the safety of its citizens:

1. Intersection improvements to U.S. Highway 24-40 and 150<sup>th</sup> Street
2. Widening 155<sup>th</sup> Street north of U.S. Highway 24-40 for 800 linear feet to include turn lanes
3. New reverse frontage road on the north side of U.S. 24-40 Highway from 155<sup>th</sup> Street to 158<sup>th</sup> Street
4. New reverse frontage road on the south side of U.S. 24-40 Highway between 153<sup>rd</sup> Street and 150<sup>th</sup> Street

5. Widen the intersection and add turn lanes at 155<sup>th</sup> Street and Parallel Road
6. Widen the intersection and add turn lanes at 155<sup>th</sup> Street and Leavenworth Road
7. Leavenworth County Air and Business Park and associated road construction
8. Alternate transportation such as sidewalks or trails along all state highways
9. New cloverleaf intersection at K-7 and I-70 to reduce congestion, with emphasis that no new signal lights are added to the K-7 Corridor
10. Completion of the South Lawrence Trafficway from Iowa Street east to K-10

**Section 2. New Comprehensive Transportation Program.** The City of Basehor hereby endorses and supports the enactment of a new Comprehensive Transportation Program by the Kansas Legislature of sufficient size and magnitude to address the specific transportation capital improvements set forth in Section 1.

**Section 3. Funding Mechanism.** The City of Basehor recommends that financing of the new Comprehensive Transportation Program be arranged without issuing bonds at the state level in order to eliminate finance expenses.

**Section 4.** The City clerk shall send copies of this resolution and any supporting documentation to: Governor Kathleen Sebelius; State Senator(s); State Representative(s); all candidates for state representative; all local news media outlets; and the League of Kansas Municipalities.

Adopted by the Governing Body of the City of Basehor, Kansas, this 21<sup>st</sup> day of July 2008.

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Chris Garcia, Mayor

ATTEST:

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Mary Ann Mogle, City Clerk

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider a request from the Prairie Lake Estates Homeowners Association to change the posted speed limit in the subdivision from 30 mph to 20 mph.

**Department:** Administration

**Background/Description of Item:**

The Prairie Lake Estates Homeowners Association requests a reduction in the speed limit in the subdivision to 20 mph in the hope that it will increase the safety of the residents, especially children.

During a work session discussing changes in the Municipal Code the question of speed limits was discussed. It was pointed out that people generally drive a speed that is safe for existing conditions. The general speed limit within residential areas is 30 mph unless otherwise posted.

There is a desire among many to keep the speed limits consistent within the residential areas.

The question becomes one of whether changing the posted speed limit will bring about the desired increase in safety. Does the subdivision have unique features that make 30 mph unsafe? Are there more obstructions, reduced visibility or less than reasonable sight distance? Are there more children in the area?

From a public works perspective the only impact of the proposed change is the cost of changing out the speed limit signs.

There are some subdivisions in the city that do have 20 mph posted speed limits.

**Funding Source:** Transportation

**Recommendation:** Deny the request for a reduction of speed limit to 20 mph.

Prepared by: Carl E. Slaugh, City Administrator

Council Date: July 21, 2008

## Prairie Lake Estates Homeowners Association

Debra J. Ford, Secretary  
PLEHA Board of Directors  
15108 Lake Side Drive  
Basehor, KS 66007

June 20, 2008

Mr. Carl Slaugh  
City Administrator  
City of Basehor  
2620 North 155th St.  
P.O. Box 406  
Basehor, KS 66007

Dear Mr. Slaugh:

The Prairie Lake Estates Homeowners Association would like to request approval from the City Council to change the speed limit for our entire subdivision of Prairie Lake Estates. The Association's members voted on this at our last membership meeting in favor of changing the speed limit in our subdivision to 20 miles per hour. We understand that this would be consistent with several other subdivisions and neighborhoods in Basehor, and would increase the safety of our residents, especially children.

If you have any questions, please email me at [djford35@hotmail.com](mailto:djford35@hotmail.com), call me at work at (913) 588-4296, or at home, (913) 724-2235. Thank you and the City Council for your consideration of this request.

Sincerely,

  
Jacqueline Van Erem  
President

  
R. Stephen Green, Ed.D.  
Treasurer

  
Debra J. Ford, Ph.D.  
Secretary

*PLEHA Board of Directors*

**CITY OF BASEHOR**  
**APPLICATION FOR NEIGHBORHOOD REVITALIZATION TAX REBATE**

Application Date: June 25<sup>th</sup>, 2008 Application No. 2008-02  
\*\*\*\*\*

**GENERAL INFORMATION**

Property Owner(s): John and Debbie Bonee PEBBLEBROOKE, LLC.

Street Address: PO BOX 521 Basehor Kansas 66007  
street City State Zip Code

Day Phone: 913-724-2103 Cell: 913-927-2501

Fax Number: 913-724-2103

\*\*\*\*\*

**PROPERTY INFORMATION**

Legal Description (Attach a certified copy of the deed to this application as an addendum)

**Property Address:**

2606,2608,2610,2612,2614,2616,2618,2620,2622,2624,2626,2628,2630,2632,2634,2636,2638,  
2640 N. 156<sup>th</sup> St City: Basehor State: Kansas Zip Code: 66007

Parcel Identification Number (CAMA): 158-34-0-10-13-013.00

Section: 34 Township: 10 Range: 22E Lot: 13 Block: 7 Basehor Ots

Property Type: (Check One)  Residential  Commercial

Existing Use: RESIDENTIAL SF Proposed Use: Multi-Family Residential

\*\*\*\*\*

**CONSTRUCTION INFORMATION**

Building Permit #: MF-5-08, MF-6-08, MF-7-08

List of Buildings to Be Demolished: 15609 Hickory Street (see attached)

Proposed Improvements: (Be Specific – Attach to this sheet as an addendum)

**Total Cost of Improvements:**

(Attach copy of cost documentation and Blueprints or Plans – 2 sets)

Materials: \$ 660,800 Labor: \$ 224,000

**Residential Remodel**

Square Feet of Living Area Added \_\_\_\_\_ ( ) Basement ( ) Ground Floor ( ) Upper Floor

Rooms to be remodeled (Mark all that apply)

( ) Living Room ( ) Bedroom ( ) Bathroom ( ) Kitchen ( ) Dining Room

( ) Basement ( ) Other \_\_\_\_\_

**Rooms to be added (Mark all that apply)**

( ) Living Room ( ) Bedroom ( ) Bathroom ( ) Kitchen ( ) Dining Room

( ) Basement ( ) Other \_\_\_\_\_

Construction to begin on JUNE 9, 2008  Actual \_\_\_\_\_ Estimated

Date of Completion DEC 8 2008 \_\_\_\_\_ Actual  Estimated

Applicant's Signature: John E Bonee Date: 6/25/08

December 18, 2007

Mark Lee  
Codes Enforcement  
City of Basehor  
P.O. Box 406  
Basehor, Ks. 66007

Re: 15609 Hickory:

Per our discussion on Monday 12/17, I am providing the information you requested concerning the house we are demolishing at the above address.

The description of the property is as follows:  
15609 Hickory Basehor Kansas 66007  
CAMA: 158-34-0-10-13-013.00-0  
Sec-34 Twp-10 Rng-22e Acres 2.20  
PT SE1/4NE1/4; Beg 30' N NW Cor  
Lt 13 Blk 7 Basehor Ots,  
S430.74', SWLY200', N550' E190' To POB

The house and detached shed will be demolished completely by Dec 28, 2007  
Gas and electric services have been terminated.  
Please forward necessary documentation to Leavenworth Co. Treasurer.

Thank you for your assistance

John Bonee

Contacted Rozaline w/ the county  
12/20 → said she would let the  
appraiser's know

**Bonee Construction, L.L.C.**

**Estimate of Construction Cost**

Pebblebrooke Phase II  
April 16, 2008

Work or Material		6 plex							
Architect		\$550.00							
Survey		\$350.00							
Excavation-Back Fill		\$1,740.00							
Permits		\$28,000.00							
Concrete	Rock	\$1,430.00							
	Foundation	\$14,300.00							
	Waterproofing	\$230.00							
	slabs	\$11,200.00							
Lumber		\$22,715.00							
Carpentry	Rough	\$12,800.00							
Roofing		\$10,300.00							
Windows		\$2,625.00							
Dry Wall		\$21,000.00							
Masonry & Stucco		\$6,500.00							
Plumbing	hookup	\$3,500.00							
	Rough	\$11,000.00							
	Finish	\$11,000.00							
Electric	Rough	\$7,200.00							
	Finish	\$4,000.00							
	Fixtures	\$2,200.00							
House Package		\$0.00							
Insulation		\$7,230.00							
Millwork		\$7,600.00							
Finish carpentry		\$4,220.00							
Heating/Sheet Metal	HVAC	\$15,000.00							
	Guttering	\$1,900.00							
Hardware		\$890.00							
Garage Door		\$2,600.00							
Glass/Glazing		\$1,600.00							
Floors	Hrdwd/Carpe	\$4,800.00							
	Linoleum	\$1,865.00							
Cabinets		\$24,000.00							
Driveway		\$12,000.00							
Tile		\$3,600.00							
Painting	Interior	\$4,440.00							
	Exterior	\$4,250.00							
Common Labor		\$1,250.00							
Appliances		\$6,600.00							
Grading		\$600.00							
Seeding		\$400.00							
Clean-up		\$2,500.00							
Misc.		\$2,600.00							
Total Construction Cost		\$282,585.00	\$0.00						
Total Cost		\$282,585.00							

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider approval of a formal resolution for funding support for the Kansas Sampler Festival for 2010 and 2011.

**Department:** Administration

**Background/Description of Item:**

The city council approved funding for the Kansas Sampler Festival on May 5, 2008. A formal agreement has been drafted for the support.

It appears based on the lack of other competition that Leavenworth County will be granted their request to host the festival in 2010 and 2011. The county has endorsed the plan and a committee is moving forward with the formal application.

Representatives of the cities and chambers/CVBs of Basehor, Tonganoxie, Lansing, and Leavenworth as well as Leavenworth County have been meeting to put together a proposal to sponsor the Kansas Sampler Festival for 2010 and 2011. The festival is held each year in Kansas and draws approximately 10,000 visitors from across the state.

The final proposal will be submitted by August 2008, from which the final selection will be made.

The budget for the event has been set at \$240,000 for the two years of sponsorship. Funding for the festival is proposed to come from each city and the county on an equal cost share basis, using population and assessed valuation as the criteria. The total portion requested from the City of Basehor and the Basehor Chamber of Commerce is \$6,725.

Kansas Sampler Festival Using Leavenworth Regional Airport Municipal Participation Model \$240,000 Budget Total		
	Participation Percentage	Capital Investment per Community
Leavenworth	27.830%	\$ 66,792
Lansing	8.514%	\$ 20,434
Basehor	2.802%	\$ 6,725
Tonganoxie	3.261%	\$ 7,826
LV County	57.593%	\$ 138,223
Total	100.000%	\$ 240,000

**Funding Source:** Administration 01-001-781 Promo/Public Relations Activities

**Recommendation:** Approve the formal agreement for funding support for the Kansas Sampler Festival for 2010 and 2011 in the total amount of \$6,725.

Prepared by: Carl E. Slaugh, City Administrator  
 Council Date: July 21, 2008

**AGREEMENT** made pursuant to K.S.A. 12-2908 this \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the County of Leavenworth, a municipal corporation of Kansas with offices at 300 Walnut Street, Leavenworth, Kansas (hereinafter called the County), the City of Leavenworth a municipal corporation of Kansas with offices at 100 North 5<sup>th</sup> Street, Leavenworth, Kansas (hereinafter called Leavenworth), the City of Lansing a municipal corporation of Kansas with offices at 800 First Terrace, Lansing, Kansas (hereinafter called Lansing), the city of Basehor a municipal corporation of Kansas with offices at 2620 North 155<sup>th</sup> Street, Basehor, Kansas (hereinafter called Basehor), and the city of Tonganoxie a municipal corporation of Kansas with offices at 321 South Delaware Street, Tonganoxie, Kansas (hereinafter called Tonganoxie).

### **RECITALS**

The aforementioned governing bodies desire to enter into the following agreement to co-host the Kansas Sampler Festival, a product of the Kansas Sampler Foundation, in 2010 and 2011.

### **SITE**

The site that will be used for the above-mentioned festival is as follows:

SECTION 07 TOWNSHIP 09 RANGE 23E: PART SW1/4 BEGINNING 75'N & 60'E OF SW CORNER EAST TO RAILROAD, NW ALONG RAILROAD 1050' (S), SW TO HWY 73, S TO POINT OF BEGINNING & ABANDONED RAILROAD RIGHT OF WAY ADJACENT

Commonly known as RAY MILLER PARK and located at 4321 South Fourth Street, Leavenworth, Kansas.

### **LEAD AGENCY**

The County will be the lead agency. Keyta D. Kelly, the Leavenworth County Counselor at Large, will act as the Director of the Festival and represent Leavenworth County. In the event Keyta D. Kelly becomes unemployed by Leavenworth County or otherwise unable to serve as director, the Leavenworth County Board of County Commissioners will appoint another employee to serve as director. Leavenworth County will be reimbursed for the services of the director from the Steering Committee funds at the rate of \$17,500.00 per year. The Director will work with a steering committee made up of the following persons:

Nolan Sundermann, Lansing Economic Development Director, representing Lansing  
Megan Gilliland, Public Information Officer, representing the City of Leavenworth  
Blake Waters, representing the Tonganoxie Chamber of Commerce  
Patty Haig, representing the City of Tonganoxie  
Bob Topping, representing the Leavenworth Main Street Program and the Leavenworth/Lansing Chamber of Commerce  
Laura Phillippi, Site Director, Lansing Museum  
Carl Slaugh, Basehor City Administrator, representing Basehor  
Yvonne Rosenthal, representing the Basehor Chamber of Commerce

The parties may change their representative at any time as they see fit.

## MONETARY CONTRIBUTIONS

The parties agree to contribute the following amounts to fund the Kansas Sampler Festival for 2010 and 2011.

	<u>2009</u>	<u>2010</u>	<u>Total</u>
<b>Leavenworth County</b>	\$69,095.76	\$69,095.76	<b>138,191.52</b>
<b>Leavenworth</b>	33,388.45	33,388.45	<b>66,776.90</b>
<b>Lansing</b>	10,214.46	10,214.46	<b>20,428.92</b>
<b>Tonganoxie</b>	3,912.05	3,912.05	<b>7,824.10</b>
<b>Basehor</b>	3,361.63	3,361.63	<b>6,723.26</b>
<b>TOTAL</b>	<b>119,972.35</b>	<b>119,972.35</b>	<b>239,944.70</b>

The County will set up a line item into which these funds will be deposited. Any grants, contributions, monetary support and profit will also be deposited in this line item. Under no circumstances will the Steering Committee have the authority to overdraft this line item. At the completion of this agreement and when all bills and debts associated with the Festival have been paid, the amount remaining in the line item will be distributed back to the parties of this agreement on the same percentage basis that the contributions were made.

## TERM

This agreement shall terminate July 1, 2011.

## LIABILITY INSURANCE

The Steering Committee agrees to purchase special event liability insurance in an amount not less than \$1,000,000.00 a day for the dates of the festival in both 2010 and 2011.

The parties have executed this agreement the day and year first above written.

Attest:

County of Leavenworth

\_\_\_\_\_  
Linda Scheer, Leavenworth County Clerk

\_\_\_\_\_  
Clyde Graeber, Chairman  
Board of Leavenworth County Commissioners

Attest:

City of Leavenworth

\_\_\_\_\_  
Karen Logan, Leavenworth City Clerk

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Lisa Weakley, Mayor  
City of Leavenworth

Attest:  
City of Lansing

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Sunshine Petrone, City Clerk

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Kenneth Bernard, Mayor

Attest:  
City of Tonganoxie

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Kathy Bard, City Clerk

---

Mike Vestal, Mayor  
City of Tonganoxie

Attest:  
City of Basehor

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Mary A. Mogle, City Clerk

---

Chris Garcia, Mayor  
City of Basehor

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider a request to change the alignment of 155<sup>th</sup> Street to facilitate a reduction in expense as part of the Basehor Town Center project.

**Department:** Administration

**Background/Description of Item:**

As part of the Basehor Town Center project 155<sup>th</sup> Street is to have turn lanes added into the development at Basehor Boulevard.

Because of the elevation difference in front of Pebblebrooke and the cost of relocating utility poles and building retaining walls, the engineer estimates it would save about \$106,800 if the city would allow the street centerline to be moved about three feet to the east. The change would be made in a gradual way and may not be noticeable.

A previous proposal was made to widen 155<sup>th</sup> Street to three lanes to reduce congestion and facilitate turning traffic. Should the alignment of the street be kept on centerline? If the road will need to be widened later and moved to the west, should it be done now with the proposed construction?

Another issue with the improvements to the road is the relocation of the sewer line on the east side of 155<sup>th</sup>. If the sewer line is not relocated it would end up being under the street with manholes in the pavement. Without moving the centerline or the sewer line, the manholes would be lined up with the curb on the east side, which is undesirable.

The issue with the sewer line is still being discussed and a recommendation will be made by public works and the city engineer.

The recommendation is still being considered by staff as to the future impact and whether the work will have to be done eventually with another widening project and if it would make sense to do it correctly now rather than later.

**Funding Source:** Basehor Town Center Benefit District

**Recommendation:** Consider the options of moving the center line of 155<sup>th</sup> Street to reduce expense.

Prepared by: Carl E. Slaugh, City Administrator  
Council Date: July 21, 2008



July 10, 2008

Carl E. Slaugh,  
City Administrator  
City of Basehor  
2620 N. 155th St.  
Basehor, KS 66007

**RE: 155<sup>th</sup> Street Benefit District Improvements**

Dear Carl,

After our meeting on Wednesday July 9, 2008, you asked Level-4 Engineering to provide a cost difference between two alternate alignments for 155<sup>th</sup> Street. The following two options were discussed at the meeting:

Option A: 36-ft wide (three-lane) 155<sup>th</sup> Street with the alignment centered on the section line.

Option B: 36-ft wide (three-lane) 155<sup>th</sup> Street with the alignment centered on a line 3-ft east and parallel to the section line.

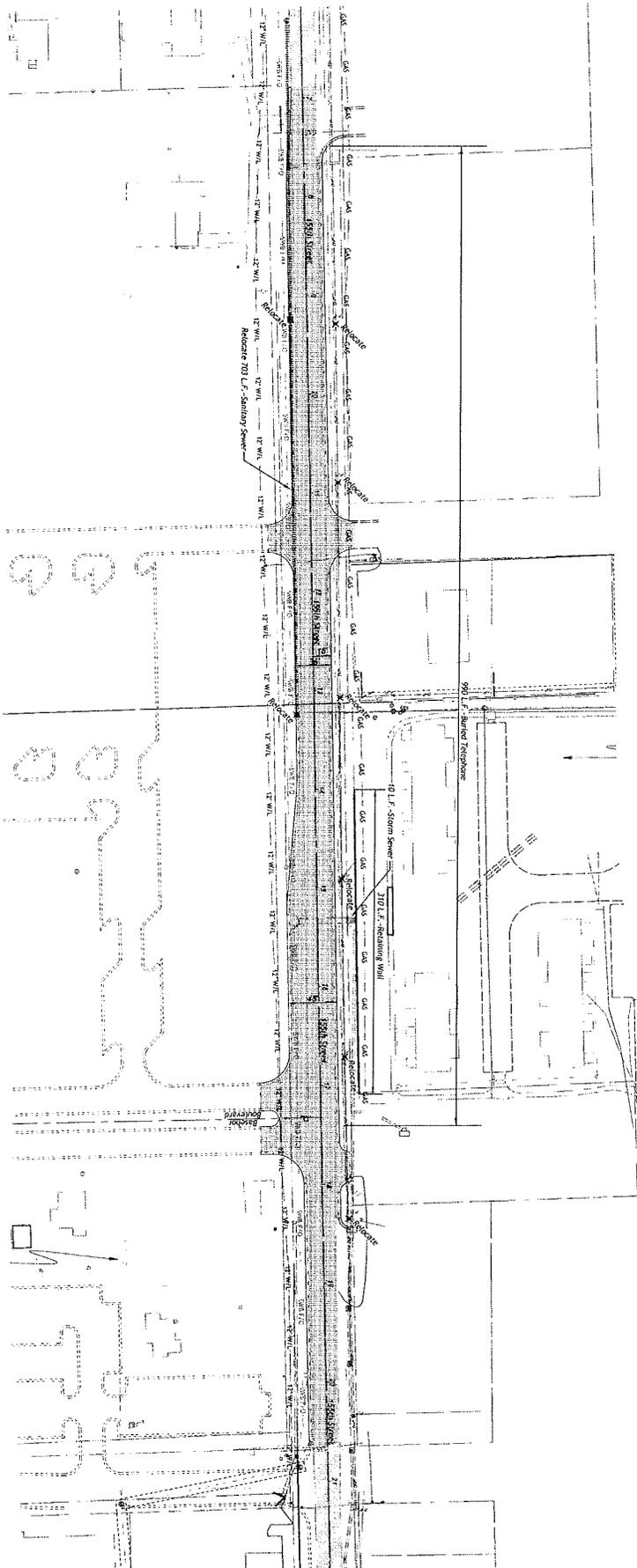
The base price of both options will be the same. However, there will be additional expenses to construct Option A. The following is a list of additional utility relocates and expenses associated with Option A:

• SWB Relocation	910 L.F.	\$20,000
• Power Pole Relocation	6 Ea	\$16,800
• Sewer Line Relocation	703 L.F.	\$35,000
• Retaining Wall	310-ft x 4-ft	\$30,000
• 5'x5' RCB Extension	15 L.F.	\$5,000
	<b>Total</b>	<b>\$106,800</b>

Another cost saving for Option B is time, which is hard to quantify. However, one can assume the time to relocate the aforementioned utilities typically will take 4 to 6 months. Please call me if you have any further questions or comments.

Sincerely,

Brett Napier, P.E.



1. Underground Telephone 990 L.F.  
 2. Power Pole 4 EA.  
 3. Storm Sewer 310 L.F.  
 4. Sanitary Pipe 705 L.F.
- Items To Be Added:  
 1. Retaining Wall 310 L.F.  
 2. Storm Sewer (325 RCB) 10 L.F.



OPTION A

08-1446  
155TH STREET IMPROVEMENTS

SHEET  
1 OF 2

