

AGENDA

BASEHOR CITY COUNCIL

May 5, 2008

6:00 p.m.

Basehor City Hall

WORK SESSION - 6:00 p.m.

1. Discussion regarding 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. April 14, 2008 Work Session
 2. April 21, 2008 Regular Meeting & 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).

- a. Citizen Comments Regarding Agenda Items

4. Scheduled Discussion Items

- a. Update on the design of the Wastewater Treatment Facility expansion and a public meeting to discuss alternatives as required for the Kansas Water Pollution Control Revolving Loan Fund and K.A.R. 28-16-136.

5. Business

- a. Issue a proclamation regarding Building Safety Week, May 5-12.
- b. Police Week Proclamation May 15 Peace Officer's Memorial Day
- c. Consider petition for a benefit district to finance public improvements and Development Plan, as requested by Affinity Development, for Basehor Town Center.

- d. Consider an agreement between the city of Basehor, Kansas, and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas, providing for the treatment of wastewater.
 - e. Consider financial support to jointly sponsor the Kansas Sampler Festival for Leavenworth County in 2010 and 2011.
 - f. Consider an Erosion and Sediment Control ordinance (deferred from April 21).
 - g. Consider a Substance Abuse Policy and Implementation of Employee Assistance Program (EAP).
 - h. Consider city administrator contract changes in regards to vacation policy, sick leave and severance pay. (deferred from April 21)
- 6. City Administrator Report**
 - 7. Mayor's Report**
 - 8. Council Member Reports**
 - 9. Executive Session - Personnel Issue**
 - a. City Administrator Annual Evaluation and Contract Review**
 - 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 reviewed at www.cityof.basehor.org

Minutes

BASEHOR CITY COUNCIL WORK SESSION

April 14, 2008

6:00 p.m.

Basehor City Hall

Official Presiding: Mayor Chris Garcia

Members Present: Pres. Terry Thomas, Iris Dysart, Keith Sifford, Jim Washington
Members Absent: Terry Hill

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

The work session was called to order by Mayor Garcia will all members present with the exception of Councilmember Hill.

Mayor Garcia advised the public it is necessary to have four members present in order to conduct business. In the event a council member left, the meeting would be adjourned.

1. *Consideration of 150th Street Improvements.*

Mr. Slaugh reported KDOT informed him \$600,000 would be available on a non-competitive basis from 24-40 Corridor funds. The City would also be entitled to submit grant applications for other projects; however, they would be on a competitive basis. Those amounts have not been disclosed at this time.

Council discussed options for 150th & 24-40 Hwy intersection. Mr. Slaugh explained it was KDOT's intent to re-align 150th Street and what may be beneficial to the property owners on the north was not beneficial to the property on the south of 24-40 Highway.

Ed McIntosh, Benchmark Development, addressed the Transportation Development District (TDD)for Wolfcreek Junction. He explained the grocery store would collect a special sales tax that would be used to pay for infrastructure and estimated the project cost to be around \$5,500,000. KDOT informed Mr. McIntosh there might be funding from Corridor funds to help with construction costs. He explained he was not asking the City to provide funding other than to support KDOT funding.

President Thomas asked what happens if the City did not agree that Wolfcreek Parkway was a major priority. Mr. McIntosh stated he would move forward with his project; it would just take longer to pay off the TDD loan.

thirty days to respond to the developer's request for access at 153rd St. He did not feel anything would stop the closing of 142nd unless it became a safety issue. Mr. Flower stated it would take \$3-\$5 million to realign the 150th Street intersection.

President Thomas recommended the following Corridor priority list.

Craig Street north to Parallel – 1

Wolfcreek Blvd reverse frontage – 2

155th to 24-40 north 800 ft. - 3

158th to 24-40 - 4

150th & 24-40 intersection north - 5

150th to north to Wolf Creek Blvd – 6

Reverse front 150 to 153rd south side - 7

150th & 24-40 South - 8

Reverse frontage road from 155th to 158th Street - 9

Mr. McIntosh asked if he needed to get the city administrator costs for improvements to Wolfcreek Blvd reverse frontage road. Council agreed to use TDD money to help pay for improvements to Wolfcreek Blvd.

Five minute break (7:07 p.m.)

2. Discussion regarding Basehor Town Center, Affinity Development

Jennifer Van Der Steen, legal counsel for Affinity Development, went over eleven key points in forming a special benefit district.

President Thomas asked why Affinity Development requested three separate benefit districts and questioned why people outside the proposed subdivision would be included in the benefit districts.

Gary Anderson, Gilmore & Bell, bond counsel for the City, explained with respect to Kansas Law, properties benefiting by the improvement must be included in the benefit district. Mr. Anderson explained the properties on the west side of 155th Street are benefiting and should be assessed. There has been discussion if the developer will pay the assessment for those on the west side.

Councilmember Washington questioned the benefit district for 155th Street. He noted one of the tracts of land back up to 155th Street and does not have an access onto 155th Street. Mr. Anderson noted the developer has agreed to pay assessments for those properties not benefiting from the improvements. Developer Mike Duncan concurred with Mr. Anderson.

Mayor Garcia asked Mr. Anderson if the City should ask for a letter of credit from the developer. Mr. Anderson noted it was standard to look at some method to assure that the developer has collateral to complete the project. He suggested the City develop a written policy to let future developers know what would be expected if they wish to create a

suggested adding a covenant that access would never be allowed to those properties not included in the benefit district.

Lynne Sebree, 15516 Crestwood Dr., has supported Basehor Town Center as long as it does not cost the taxpayers. According to the plan, he would be included in the benefit district and did not feel he would benefit from the improvements. He felt he should have been notified about the meeting this evening and would like to be notified regarding future discussions.

Mr. Duncan stated he was going to pay for improvements to the west side of 155th Street. He explained with multi-phase developments, common elements such as the boulevard, 155th Street, and the sanitary sewer, are normally included in benefit districts. He requested Council give him direction as to the area they want see included in the benefit district. Mr. Duncan explained the proposed facilities could be privatized and he would lease to other businesses such as the YMCA.

Mark Linville, Trustee for Fairmount Township, questioned the legality of assessing township property. He did not feel the fire department would benefit from the improvement. If they are going to be assessed they request consideration for budgeting purposes.

Mr. Duncan explained the school wants to start construction July 1. He has agreed to split the cost of Basehor Boulevard assuming there was no benefit district. He has committed to the school that he would pay \$370,000.

Roger Brandt 15525 Hollingsworth Rd, Fairmount Township Fire Dept., explained volunteer work and expense went into improving the fire station site. He suggested Affinity Development donate land to move 155th Street east so that properties on the west side would not be effected. He reported not one property owner along 155th Street has asked for the development and should not be assessed.

President Thomas asked if it would be necessary to purchase more fire equipment to handle Town Center. Mr. Brandt reported the township would need to purchase additional equipment in an effort to keep low fire ratings.

John Flower (15515 Cedar Lane) reported a traffic study required Affinity Development to improve 155th Street. By Affinity Developments own figures, tax payers would indirectly pay over a third of the \$377,000 cost and the City would not pay anything until the City develops in the area. He explained the documents request that no public hearing be held regarding the benefit districts and recommended against the request. Mr. Flower explained Mr. Duncan noted if the City chose to not construct municipal facilities he would build commercial facilities.

George Smith, 14923 Parallel, explained he was advocate for the Town Center and at some point the City would need to build municipal facilities. He felt this area was the

Minutes

BASEHOR CITY COUNCIL

April 21, 2008

6:00 p.m.

Basehor City Hall

Official Presiding: Mayor Chris Garcia

**Members Present: Pres. Terry Thomas, Iris Dysart, Terry Hill, Keith Sifford,
and Jim Washington**

Members Absent: none

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

Newspaper: Lara Hastings, *Basehor Sentinel*

VOLUNTEER RECOGNITION RECEPTION - 6:00 p.m.

Mayor Garcia presented certificates to the following volunteers and volunteer organizations:

Friends of the Basehor Community Library, Inc., received by Lila White
Basehor Historical Museum Society, received by Lila White
Basehor Dairy Days Committee, received by Melanie Morris
Gold PRIDE, received by Aileen Seeman and Shirlene Pouppirt
Judy Goens, PRIDE
Edith Gravatt, Dreams Come True
Hank and Ann Nahrebeski, VFW
Basehor Lions Club, received by Tom Brown, Hans Lamprecht, (other unknown)
Boy Scout Troop 169, received by James Smith, Glen and Lee Maughmer, Alex Smith,
and Ben Kamm,

A reception was held from 6:00-6:55 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.

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. April 7, 2008 Work Session and Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

A motion was made by President Thomas and seconded by Councilmember Dysart to approve the Consent Agenda as written. 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).

a. Citizen Comments Regarding Agenda Items

Ed McIntosh (15315 Briar Rd) requested Council designate improvements to Wolfcreek Parkway reverse frontage road from 150th Street to 153rd Street as a priority since the work could be funded with KDOT and Transportation Development District (TDD) sales tax money. He also requested Council approve the rezoning for 15251 State Avenue and reserved the right to comment on the 150th Street project later in the meeting.

Public portion of the meeting closed.

SCHEDULED DISCUSSION ITEMS

a. Consider a request from Benchmark Management regarding funding for street projects under the Transportation Development District (TDD).

Mr. Slauch noted this item was placed on the agenda to allow Mr. McIntosh additional time to present information regarding information on the TDD and 150th Street grant.

Mr. McIntosh asked if Council realized the City would be giving up full access at 147th Street for a full access intersection at 150th Street. Council reported they assumed everything would remain the same in accordance with previous discussion. President Thomas stated KDOT did not explain why 150th Street needed to be straightened out.

Mr. McIntosh reported KDOT explained the intersection in its current location was not functional for trucks.

Mr. Slaugh explained there were issues associated with 147th & 150th Street. He noted what was good for the north side of 24-40 Hwy was not desirable for the property owner on the south side. KDOT's plan would split Mr. Miles property; therefore, Mr. Miles has expressed he would expect monetary compensation if that occurred. Councilmember Washington noted it was a possibility to construct a reverse frontage road from 150th east to 147th Street. Mr. Slaugh suggested an engineering study be performed to look at projected cost. Councilmember Washington suggested having an overall traffic flow design rendering done allowing Council to study the entire area. Councilmember Sifford stated as a member of the Council he would like to have someone show him how to fix the problems, rather than point out problems. Mr. Slaugh noted he tried to have that included in the Corridor Study; however, KDOT did not feel that was a viable solution due to cost.

Mr. Slaugh recommended keeping 150th Street in its current design and signalize when safety issues dictate changes and leave 147th Street right-in/right-out access for Miles Excavating.

BUSINESS

a. Consider a petition for creation of a benefit district, as requested by Affinity Development, for Basehor Town Center.

Mr. Slaugh reported bond counsel was in the process of reviewing the benefit district documents.

A motion was made by President Thomas and seconded by Councilmember Hill to table action until the May 5, 2008 Council meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

b. Consider priorities for funding requests through KDOT corridor management funds.

A motion was made by Councilmember Washington and seconded by President Thomas to approve priorities for funding requests through KDOT corridor management funds as presented. Councilmember Sifford reiterated that he would like projects #1 and #2 reversed and supported the [Wolfcreek reverse frontage road from 150th to 153 St.] TDD as a priority. Mr. Slaugh stated he was not sure what the reverse frontage road between 150th & 153rd would cost but was certain the cost would exceed the \$600,000 KDOT non-competitive funding. If Council moved forward with project #2, it would delay improvements to Craig Street by one year. Council discussed splitting funds between projects #1 and #2 [Capital Improvement Priority List]. Mr. Lutgen noted easements and rights-of-way were already procured for project #2, not project #1. *(Tape 1, Side B)* Council agreed to put \$100,000 to project #1 and \$500,000 toward project #2.

Councilmember's Washington and Thomas withdrew their original motions.

A motion was made by Councilmember Washington and seconded by President Thomas to approve project list as presented and change amounts with \$100,000 going toward 150th Craig to Parallel (Priority #1) and \$500,000 to Wolfcreek Blvd reverse Frontage 150th-153rd (Priority #2). A roll call vote was taken with all members voting in favor with the exception of Councilmember Sifford. Motion passed 4-1

Mr. Slaugh asked for Council reconsideration on the Corridor Management Agreement. He reported City of Tonganoxie amended the agreement to allow two three-quarter turn accesses and requested Council approve Tonganoxie's changes. Boards of County Commissioners endorsed Tonganoxie's changes and were waiting for Basehor and Tonganoxie to sign an amended agreement.

A motion was made by President Thomas and seconded by Councilmember Hill to add "Consider amendment to Corridor Management Agreement" as Business agenda item "o". A roll call vote was taken with all members voting in favor. Motion passed 5-0.

c. Consider Future Land Use Amendment from commercial to Medium-Density Residential for the Property located at 15251 State Avenue, as requested by Benchmark Management, LLC.

Mr. Smith reported approval of this agenda item would change property at 15251 State Avenue to medium density allowing up to 14 units per acre.

Councilmember Dysart asked why the City would increase the number of units per acre when the Comprehensive Plan recommended removing the R-3 zoning as a classification and did not support the increase. Mr. Smith explained the only thing this agenda item was doing was allowing for zoning change. Mr. Reavey explained Council did have the authority to approve a change in the Future Land Use Map that was inconsistent with the zoning map. Mr. Slaugh reported R-3 zoning allows for Nursing homes, convalescent, and rest homes whereas, it would not be allowed in a commercial zoning. In a different zoning, it may require a special use permit. Mr. Reavey reminded Council the mayor would vote on this agenda item.

A motion was made by Councilmember Sifford and seconded by President Hill to approve Future Land use Amendment from commercial to Medium-Density Residential for the Property located at 15251 State Avenue as written. A roll call vote was taken with members Hill, Thomas, Sifford, and Mayor Garcia voted aye. Members Dysart and Washington voted no. Motion passed 4-2.

ORD. 533 AN ORDINANCE AMENDING THE CITY'S OFFICIAL FUTURE LAND USE MAP, WHICH IS A COMPONENT OF BUILDING BASEHOR - GROWING TOGETHER, A COMPREHENSIVE PLAN FOR THE CITY OF BASEHOR, KANSAS 2006, TO CHANGE THE

FUTURE LAND USE DESIGNATION OF PROPERTY LOCATED AT 15251 STATE AVENUE FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL, AS REQUESTED BY BENCHMARK MANAGEMENT, LLC.

d. Consider change of zoning from R-O, Suburban Residential to R-3, Multi-Family Residential for property located at 15251 State Avenue.

Mr. Smith reported this would allow, from a zoning standpoint in a conventional district 12 units per acre maximum since it was not a Planned District.

Councilmember Washington stated he would like to see this item referred back to the Planning Commission and brought back with a PR zoning.

A motion was made by Councilmember Sifford and seconded by Councilmember Hill to approve as written. Discussion followed. Councilmember Dysart noted an ordinance adopted May 7, 2007 stated as a condition of rezoning, high-density residential developments must submit a sewer plan. Mr. Smith stated the intent of the ordinance was for properties that did not want to connect to the City's sanitary sewer. Mr. Reavey explained the City could not place a condition on the rezoning. A roll call vote was taken with members Sifford, Thomas, Hill, and Mayor Garcia voting aye. Members Dysart and Washington voted no. Motion passed 4-2.

ORD. 534 - AN ORDINANCE AMENDING THE CITY'S OFFICIAL FUTURE LAND USE MAP, WHICH IS A COMPONENT OF BUILDING BASEHOR – GROWING TOGETHER, A COMPREHENSIVE PLAN FOR THE CITY OF BASEHOR, KANSAS 2006, TO CHANGE THE FUTURE LAND USE DESIGNATION OF PROPERTY LOCATED AT 15251 STATE AVENUE FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL, AS REQUESTED BY BENCHMARK MANAGEMENT, LLC.

e. Consider ordinance for voluntary annexation of portions of the Cedar Falls Subdivision, less and except lots 1, 28 and 57.

Mr. Smith explained the property owners agreed to voluntarily annex and would receive the benefit of lower sewer connection and monthly maintenance fees. To date, lots 1, 28, and 57 have not agreed to voluntarily annex.

Mr. Reavey asked that the ordinance be amended to read 12-520(7)(a) and should be included in the contents of the motion.

A motion was made by Councilmember Washington and seconded by President Thomas to approve the ordinance for voluntary annexation of portions of Cedar Falls Subdivision, less and except lots 1, 28, and 57 and amend the ordinance to read K.S.A. 12-520 (7)(a). A roll call vote was taken with all members voting in favor. Motion passed 5-0.

*ORD. 535 - AN ORDINANCE ANNEXING A PORTION OF THE CEDAR FALLS
SUBDIVISION INTO THE CITY OF BASEHOR, KANSAS*

f. Consider final plat for Fox Ridge 2nd Plat and Subdivision Improvement Agreement.

Mr. Smith reported the subdivision consists of thirty-eight lots. The developer had questions about maintenance bond being withheld for sidewalks. Garden Parkway will have sidewalks on both sides of the street with a sixty-foot right-of-way. *(Tape 2, Side A)*

Councilmember Washington stated he would like to see the master developer complete Prairie Gardens Parkway in Phase I before approving any future development. Mr. Smith noted Prairie Gardens Parkway would be completed with future developments.

Mr. Lutgen pointed out the developer does not want maintenance bonds withheld for uncompleted sidewalks. Mr. Reavey noted the developer would have a good case; it would be inappropriate for the City to withhold a maintenance bond. Other communities may withhold occupancy permits until sidewalks were constructed. President Thomas and Councilmember Washington supported having the developer put in all sidewalks prior to releasing the maintenance bond. If sidewalks were destroyed during construction, an occupancy permit would not be granted until the sidewalk was rebuilt. Mr. Reavey suggesting having the developer provide a letter of credit or put money in escrow to build future sidewalks.

A motion was made by Councilmember Washington and seconded by President Thomas to approve the final plat for Fox Ridge 2nd Plat and Subdivision Improvement Agreement as written. Discussion followed. Councilmember Dysart asked if Tract M would be ample green space for all three phases. Mr. Smith explained three phases of Fox Ridge showed that Tract M would be eliminated as open space developed. Mr. Lutgen noted the green space was actually higher now than originally presented. A roll call vote was taken with all members voting in favor. Motion passed 6-0.

g. Consider continuing membership in the Mid-America Regional Council and payment of annual membership dues.

A motion was made by President Thomas and seconded by Councilmember Sifford to approve local membership dues in the amount of \$213 and Innovations Forum for \$296 and exclude government training dues. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

h. Consider Park Advisory Board member resignations and appointments.

Mayor Garcia requested Council accept resignations from Park Advisory Board members Mary Ohler and Debbie Bonee.

A motion was made by President Thomas and seconded by Councilmember Sifford to accept the resignations of Park Advisory Board members Mary Ohler and Debbie Bonee. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

i. Consider purchase of a 2008 Ford Ranger 4x2 animal control vehicle.

Chief Martley requested purchase of 2008 Ford Ranger and camper shell for animal control officer. He reported he had an offer to purchase the old truck for \$1,000. Councilmember Washington recommended purchasing a 4x4 rather than 4x2 truck. Mr. Slaugh reported purchase of the vehicle would come out of the Equipment Reserve Fund.

A motion was made by Councilmember Washington and seconded by Councilmember Hill to approve purchase of a 4-wheel drive truck for the animal control officer not to exceed \$14,000. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

j. Consider transfer of \$244,000 from Sewer Fund to Bond & Interest Fund for KDHE State Revolving Loan payment.

A motion was made by President Thomas and seconded by Councilmember Sifford to approve the transfer of \$244,000 from the Sewer Fund to Bond & Interest Fund for KDHE State Revolving Loan payment. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

k. Consider setting public hearing for delinquent utility accounts (5/19/08, 7:00 p.m.).

A motion was made by President Thomas and seconded by Councilmember Sifford to set a public hearing for May 19, 2008 at 7:00 p.m. to consider collection of delinquent accounts. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

l. Consider passage of an ordinance relating to Erosion and Sediment Control, Chapter IV, Building and Construction.

Mr. Slaugh reported the proposed ordinance was an effort to put "more teeth" in enforcement. President Thomas felt the ordinance was too restrictive and section 4-1201 Administrative Authority should reference only one person or department charged with enforcement rather than several different departments. Councilmember Sifford reported erosion control has been the number one complaint he has received as a council member and would like to have a restrictive ordinance. Councilmember Washington agreed with President Thomas in designating one staff member responsible. Mr. Slaugh noted item F, page 2 of 9, should read "adopted by reference". Councilmember Sifford asked if the ordinance addressed the developer putting up a mud bond that would pay for the City to put up silt fence. Mr. Slaugh stated it was not addressed in the ordinance. Council agreed a clause should be added prior to adoption.

A motion was made by President Thomas and seconded by Councilmember Washington to table to the May 5th meeting for corrections to be added to the proposed ordinance. Discussion followed. Councilmember Hill felt the definition of "land disturbance" was open ended; however, under the General Provisions it clarified the definition and should be consistent throughout the policy. Mr. Reavey recommended not taking the bond in the form of cash or deposit otherwise the City would have to pay interest if they held the money for more than twelve months. Mr. Slaugh reported the code enforcement officer would be ultimately responsible. Mr. Reavey suggested adding "code enforcement officer or designated officer". A roll call vote was taken with all members voting in favor. Motion passed 5-0.

m. Consider changes to Maintenance Laborer-Level I (part-time seasonal) job description.

Mr. Slaugh reported the primary reason to amend the job description was to change the age from 18 to 16 so that the City could hire high school students. In the past, the City has had a difficult time hiring seasonal help.

A motion was made by President Thomas and seconded by Councilmember Sifford to approve changes to the Maintenance Laborer-Level I job description as presented. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

n. Consider city administrator contract changes in regards to vacation policy, sick leave and severance pay.

A motion was made by Councilmember Washington and seconded by Councilmember Dysart to consider this item in Executive Session under personnel and attorney client privilege not to exceed thirty minutes during which the city administrator may be part of the discussion. A roll call vote was taken with all members voting in favor. Motion passed 5-0. (Note: City Administrator did not attend the Executive Session.)

o. Consider authorizing the mayor to sign the amended 24-40 Corridor Agreement

A motion was made by President Thomas and seconded by Councilmember Sifford to authorize the mayor to sign the amended 24-40 Corridor Agreement as presented. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

CITY ADMINISTRATOR REPORT

- League of Kansas Municipalities Leadership Summit will be held on May 9-10 at the Great Wolf Lodge.
- PRIDE will sponsor city-wide clean-up on April 26th. Volunteers are to meet at the VFW Hall at 9:00 a.m.

MAYOR'S REPORT

- Mayor Garcia received a call from resident Don Wilson applauding public works staff for the professional way they handled debris clean-up from the recent storm.
- In the absence of Mayor Garcia, President Thomas will preside over the May 5th Council meeting.
- Mr. Slaugh reported over the weekend, a forcemain broke underneath the lift station pad on 163rd Street. The stream has been tested and would be tested again later in the week. Mr. Slaugh explained the process the city crew would go through to repair the broken pipe and that the pipe was designed and bid to be ductile iron; however, it was constructed with PVC pipe. Council directed the city administrator to research the design plans and installation deficiency.

COUNCIL MEMBER REPORTS

Jim Washington

Councilmember Washington asked if all items tabled from the April 7th Council meeting had been addressed. He noted the Cedar Lakes Sewer Fund money had yet to be addressed. Mr. Slaugh reported the item was being studied further and anticipated having it on the May 5 agenda.

Iris Dysart

Councilmember Dysart questioned if the excise tax audit was ready. The city clerk reported staff was working on the audit and would have it ready for the May 12th work session as promised. She also questioned if the Fox Ridge application was invalid since it was not signed by the applicant. Mr. Smith assured her the applicant had paid his filing fee and did not see any problems with the application not being signed.

EXECUTIVE SESSION

1. Personnel and Attorney-Client Privileged Matters

Council convened into Executive Session at 9:31 p.m. (Refer to Business Item "n" for formal motion.)

At 9:51 p.m., Mayor Garcia called the regular meeting back to order with the following action being taken.

- n. Consider city administrator contract changes in regards to vacation policy, sick leave and severance pay.*

A motion was made by President Thomas and seconded by Councilmember Washington to table Business Item "n" until May 5, 2008 at which time the city attorney will provide

Council with an analysis. A roll call vote was taken with all members voting in favor
Motion passed 5-0.

ADJOURNMENT

There being no further business to discuss, a motion was made by Sifford and seconded
by President Thomas to adjourn the April 21, 2008 Council meeting. A roll call vote
was taken with all members voting in favor. Motion passed 5-0.

Submitted for Council approval with/without corrections or additions this 5th day of May,
2008.

Chris Garcia, Mayor

Attest:

Mary A. Mogle, CMC, City Clerk

Audio Recording #44

BALANCE SHEET

AS OF 04/28/08

Page: 1

4/28/2008

11:33 am

City Of Basehor

As of: 4/30/2008

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

Acct Class: CA CURRENT ASSESTS

001 FSB CHECKING ACCOUNT	73,725.02
002 FSB MONEY MARKET ACCOUNT	3,112,245.15
016 103-3 OVERNIGHT ACCT MIP	85,390.39
031 30433 CNB 3.10% DUE 10/18/08	800,000.00
045 418000021 COMMERCE 4.5% 05/13	1,400,000.00

Acct Class: CA CURRENT ASSESTS

5,471,360.56

Total Assets

5,471,360.56

Liabilities

Acct Class: CL CURRENT LIABILITIES

214 SEWER FUND MONTHLY BALANCE	600,715.00
215 SOLID WASTE MONTHLY BALANCE	81,842.47
216 GENERAL FUND MONTHLY BALANCE	1,472,565.80
218 MUNICIPAL EQUIP FUND MO BAL	156,966.44
219 CAPITAL IMPROVE FUND MO BAL	785,163.34
220 SPECIAL PARK & REC FUND MO BAL	126,733.06
221 CONS HIGHWAY FUND MONTHLY BAL	1,927,199.22
226 BOND & INTEREST MONTHLY BAL	258,709.45
300 CL MAINTENANCE MONTLY BALANCE	61,465.78

Acct Class: CL CURRENT LIABILITIES

5,471,360.56

Total Liabilities

5,471,360.56

Total Liabilities & Balances

5,471,360.56

REVENUE/EXPENDITURE REPORT
AS OF 04/28/08

City Of Basehor

For the Period: 1/1/2008 to 4/30/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	756,715.45	51,439.07
Expenditures	2,178,959.00	2,178,959.00	612,537.84	174,514.46
Net Effect for GENERAL FUND	288,401.00	288,401.00	144,177.61	-123,075.39
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	4,072.91	0.00
Expenditures	19,500.00	19,500.00	0.00	0.00
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	4,072.91	0.00
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	208,871.17	6,156.39
Expenditures	5,715,259.00	5,715,259.00	512,516.55	341,590.74
Net Effect for SEWER FUND	136,280.00	136,280.00	-303,645.38	-335,434.35
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	284.57	0.00
Expenditures	10,500.00	10,500.00	2,341.38	1,006.44
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	-2,056.81	-1,006.44
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	553,731.51	244,000.00
Expenditures	1,011,084.00	1,011,084.00	363,053.34	5,142.71
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	190,678.17	238,857.29
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	41,735.82	293.41
Expenditures	162,182.00	162,182.00	36,680.21	3,390.72
Net Effect for SOLID WASTE FUND	562.00	562.00	5,055.61	-3,097.31
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	140,920.22	22,588.56
Expenditures	588,700.00	588,700.00	50,232.28	6,871.01
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	90,687.94	15,717.55
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	707.03	0.00
Expenditures	225,000.00	225,000.00	46,814.75	0.00
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-46,107.72	0.00
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	71,502.51	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	71,502.51	0.00

CHECK REGISTER REPORT

AS OF 04/28/08

Date: 04/28/2008

Time: 11:29am

Page: 1

City Of Basehor

BANK: First State Bank

Check N r	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
15273	04/25/2008	Printed	ALERT	A.L.E.R.T, INC	RADAR CERTIFICATIONS-POLICE	245.00
15274	04/25/2008	Printed	ADVANCE IN	ADVANCE INSURANCE COMPANY	EMPL ADD & LIFE INS PYMT	110.00
15275	04/25/2008	Printed	AFLAC	AFLAC	CAFETERIA WITHHOLDING PYMT	789.20
15276	04/25/2008	Printed	AMSTERDAM	AMSTERDAM PRINTING AND LITHO	4 PACKAGES EMPLOYMENT APPLICAT	96.81
15277	04/25/2008	Printed	BASEHOR CO	BASEHOR COMMUNITY LIBRARY	DONATION CHILDREN'S READING PRO	100.00
15278	04/25/2008	Printed	BASEHOR-LI	BASEHOR-LINWOOD PROJECT GRAD	DONATION PROJECT GRADUATION	175.00
15279	04/25/2008	Printed	BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	EMPL MEDICAL WITHHOLDING PYMT	8,346.88
15280	04/25/2008	Printed	BURNS & MC	BURNS & MCDONNELL	PROFESSIONAL SERVICES WWTP	68,705.00
15281	04/25/2008	Printed	DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	SOLID WASTE/DUMPSTERS/SPEC WAS	11,405.75
15282	04/25/2008	Printed	EFTPS	EFTPS	FED/SS/MEDI WITHHOLDING PYMT	10,079.52
15283	04/25/2008	Printed	GRIFFIN/WI	WILLIAM GRIFFIN	BANKRUPTCY WITHHOLDING PYMT	200.00
15284	04/25/2008	Printed	HEART TOW	HEARTLAND TOW INC	OIL CHANGES/VEHICLE REPAIR POL	477.69
15285	04/25/2008	Printed	ING LIFE	ING LIFE INSURANCE & ANNUITY	DEFERRED COMP WITHHOLDING PYMT	6,853.61
15286	04/25/2008	Printed	INTERNAL R	INTERNAL REVENUE SERVICE	IRS GARNISHMENT WITHHOLDING PY	270.69
15287	04/25/2008	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS STATE WITHHOLDING PYMT	1,483.89
15288	04/25/2008	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	CHILD SUPPORT WITHHOLDING PYMT	223.50
15289	04/25/2008	Printed	KPF EFT	KPF EFT PROGRAM	KPF RETIREMENT WITHHOLDING PYM	2,768.62
15290	04/25/2008	Printed	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	BOARDING PRISONERS-MARCH '08	122.50
15291	04/25/2008	Printed	LOI TECH	LOI TECHNOLOGY	WORKSTATION, OFFICE 2007 PROFE	1,302.98
15292	04/25/2008	Printed	LOWENTHAL	LOWENTHAL SINGLETON WEBB & WIL	FINANCIAL STATEMENTS BILLING	5,000.00
15293	04/25/2008	Printed	MAAC CLEAN	MAAC CLEANING SPECIALISTS	CLEANING @ CITY HALL	225.00
15294	04/25/2008	Printed	MARCIT	MARCIT	DENTAL INSURANCE WITHHOLDING	1,038.00
15295	04/25/2008	Printed	MIDAMER RC	MID-AMERICA REGIONAL COUNCIL	2008 LOCAL DUES/GOV INNOVATION	509.00
15296	04/25/2008	Printed	MOGENSEN	MICHAEL S. MOGENSEN	PROSECUTING ATTORNEY FEES	400.00
15297	04/25/2008	Printed	NEXTEL	NEXTEL COMMUNICATIONS	CELLULAR PHONE SERVICES	515.31
15298	04/25/2008	Printed	OMBPOLLENE	OMB POLICE SUPPLY, INC	EMPLOYEE CLOTHING-BRIDGMAN	116.97
15299	04/25/2008	Printed	PITNEY BOW	PITNEY BOWES	POSTAGE-DELIQUENT SWR/SW MAIL	200.00
15300	04/25/2008	Printed	QUILL	QUILL	ENVELOPES/CARTRIDGES/PAPER	824.35
15301	04/25/2008	Printed	REILLY & S	REILLY & SONS, INC.	EMC LIABILITY INS/AUTO INSURAN	42,101.00
15302	04/25/2008	Printed	SELECT IMA	SELECT IMAGING	HOSTING FEE/ANNUAL SUPPORT FEE	1,058.00
15303	04/25/2008	Printed	STONE MFG	STONE MANUFACTURING INC	DOG TAGS-PET LICENSES	77.48
15304	04/25/2008	Printed	SUNFLOWER	SUNFLOWER BROADBAND	PHONE SERVICES-LIFT STATION	51.30
15305	04/25/2008	Printed	THE RECORD	THE RECORD PUBLICATIONS	LETTERHEAD-NEW STYLE	274.25
15306	04/25/2008	Printed	UNDERGRND	UNDERGROUND VAULTS & STORAGE	PLANNING & POLICE RECORDS	22.20
15307	04/25/2008	Printed	VISA	VISA	TRAINING/PROJECTOR PARTS/CLOTH	1,352.89
15308	04/25/2008	Printed	WALMART MA	WALMART	FACILITY/OFFICE/COUNCIL SUPPLI	442.95
15309	04/25/2008	Printed	WESTAR GRP	WESTAR ENERGY	UTILITIES - ELECTRIC	4,697.61
15310	04/25/2008	Printed	ZEE MED	ZEE MEDICAL SERVICE	MISC MEDICAL SUPPLIES CITY HAL	50.20

Total Checks: 38 Bank Total: 172,713.15

Total Checks: 38 Grand Total: 172,713.15

INVESTMENT REPORT

as of April 28, 2008

THE FOLLOWING RECOMMENDATION IS MADE
FOR THE MAY 5, 2008 COUNCIL MEETING:

ITEM # 1

CD418000021

COMMERCE BANK

\$1,400,000.00

This CD matures on **May 13, 2008**. It is recommended that the \$1,400,000.00 be reinvested for a **three-month term** at the highest interest rate available.

REVENUE/EXPENDITURE REPORT
AS OF 04/28/08

City Of Basehor

For the Period: 1/1/2008 to 4/30/2008		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND								
Fees								
Dept: 000								
401	BUILDING PERMITS	213,075.00	213,075.00	12,070.55	0.00	0.00	201,004.45	5.7
403	PET LICENSES	900.00	900.00	150.00	35.00	0.00	750.00	16.7
404	BUSINESS LICENSES	11,700.00	11,700.00	1,800.00	100.00	0.00	9,900.00	15.4
405	MISC FEES/PERMITS/LICENSES	11,500.00	11,500.00	2,769.03	697.74	0.00	8,730.97	24.1
407	PLAN/PLAT APPLICATION FEES	13,832.00	13,832.00	1,250.00	0.00	0.00	12,582.00	9.0
421	COURT FINES	181,195.00	181,195.00	56,623.52	19,016.31	0.00	124,571.48	31.3
432	WESTAR ENERGY FRANCHISE TAX	53,008.00	53,008.00	15,782.53	3,971.45	0.00	37,225.47	29.8
433	ATMOS ENERGY FRANCHISE TAX	31,747.00	31,747.00	35,907.64	23,941.65	0.00	-4,160.64	113.1
436	SUBURBAN WATER FRANCHISE TAX	5,472.00	5,472.00	1,787.67	0.00	0.00	3,684.33	32.7
437	THE WORLD COMPANY FRANCHISE TX	21,430.00	21,430.00	7,326.40	0.00	0.00	14,103.60	34.2
438	AT&T FRANCHISE TAX	13,135.00	13,135.00	11,016.24	0.00	0.00	2,118.76	83.9
451	LOCAL ALCOHOLIC LIQUOR FUND	9,284.00	9,284.00	1,908.54	0.00	0.00	7,375.46	20.6
452	LOCAL SALES/USE TAX	340,000.00	340,000.00	0.00	0.00	0.00	340,000.00	0.0
456	COUNTY SALES/USE TAX	239,813.00	239,813.00	0.00	0.00	0.00	239,813.00	0.0
460	AD VALOREM PROPERTY TAX	903,078.00	903,078.00	557,029.73	0.00	0.00	346,048.27	61.7
461	DELINQUENT PROPERTY TAXES	3,170.00	3,170.00	0.00	0.00	0.00	3,170.00	0.0
462	IN LIEU OF TAXES	120.00	120.00	0.00	0.00	0.00	120.00	0.0
464	BACK TAXES	15,560.00	15,560.00	13,238.54	0.00	0.00	2,321.46	85.1
466	PRIOR YR CURRENT (ESCAPE) TAX	0.00	0.00	-20,367.11	0.00	0.00	20,367.11	0.0
491	MOTOR VEHICLE DISTRIBUTION	146,514.00	146,514.00	13,573.68	0.00	0.00	132,940.32	9.3
493	RECREATIONAL VEHICLE TAX	1,078.00	1,078.00	176.73	0.00	0.00	901.27	16.4
496	16M & 20M TRUCK TAX	4,017.00	4,017.00	2,643.81	0.00	0.00	1,373.19	65.8
508	DEVELOPER REIMBURSEMENTS	150,000.00	150,000.00	7,517.50	2,226.81	0.00	142,482.50	5.0
509	OTHER REIMBURSABLE REVENUES	16,000.00	16,000.00	5,839.40	1,450.11	0.00	10,160.60	36.5
511	OTHER REVENUES	9,732.00	9,732.00	21,287.92	0.00	0.00	-11,555.92	218.7
539	FED/LOCAL LAW ENFORCE GRANT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
541	SPECIAL POLICE ASSESSMENT	0.00	0.00	100.00	0.00	0.00	-100.00	0.0
5	INTEREST INCOME	50,000.00	50,000.00	7,283.13	0.00	0.00	42,716.87	14.6
6	TRANS FROM SOLID WASTE FUND	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Dept: 000		2,467,360.00	2,467,360.00	756,715.45	51,439.07	0.00	1,710,644.55	30.7
Revenues		2,467,360.00	2,467,360.00	756,715.45	51,439.07	0.00	1,710,644.55	30.7
Expenditures								
Dept: 000								
856	DEVELOPER REIMBURSEMENTS	150,000.00	150,000.00	9,598.75	965.00	0.00	140,401.25	6.4
858	OTHER REIMBURSABLE EXPENSES	16,000.00	16,000.00	5,833.82	1,450.11	0.00	10,166.18	36.5
985	NEIGHBORHOOD REVITALIZATION	49,503.00	49,503.00	2,330.88	0.00	0.00	47,172.12	4.7
Dept: 000		215,503.00	215,503.00	17,763.45	2,415.11	0.00	197,739.55	8.2
Dept: 001 ADMINISTRATION								
701	PERSONAL SERVICES FULL TIME	81,540.00	81,540.00	20,453.06	4,554.56	0.00	61,086.94	25.1
702	PERSONAL SERVICES PART TIME	24,077.00	24,077.00	13,918.10	3,104.37	0.00	10,158.90	57.8
704	PERSONAL SERVICES OVERTIME	7,000.00	7,000.00	758.62	103.20	0.00	6,241.38	10.8
751	LEGAL PROFESSIONAL FEES	25,264.00	25,264.00	3,091.55	490.00	0.00	22,172.45	12.2
758	PAGING/WIRELESS	650.00	650.00	82.77	27.18	0.00	567.23	12.7
760	NOTICES & ADVERTISEMENTS	2,000.00	2,000.00	178.00	12.00	0.00	1,822.00	8.9
774	TRAINING	3,700.00	3,700.00	1,039.49	100.00	0.00	2,660.51	28.1
779	INSURANCE EXPENSES	74,202.00	74,202.00	71,369.00	42,101.00	0.00	2,833.00	96.2
781	PROMO/PUB RELATIONS ACTIVITIES	18,725.00	18,725.00	8,775.00	3,775.00	0.00	9,950.00	46.9
782	MILEAGE REIMBURSEMENT	200.00	200.00	0.00	0.00	0.00	200.00	0.0
783	ORGANIZATION MEMBERSHIP DUES	9,275.00	9,275.00	11,853.72	3,509.00	0.00	-2,578.72	127.8
785	ACCOUNTING & AUDIT	20,000.00	20,000.00	10,000.00	5,000.00	0.00	10,000.00	50.0
799	MISC CONTRACTURAL SERVICES	20,350.00	20,350.00	5,707.92	1,491.25	0.00	14,642.08	28.0
801	OFFICE SUPPLIES	4,000.00	4,000.00	898.40	99.81	0.00	3,101.60	22.5
802	MISCELLANEOUS COMMODITIES	9,310.00	9,310.00	1,145.48	358.54	0.00	8,164.52	12.3
803	PRINTED MATERIALS/PUBLICATIONS	900.00	900.00	305.69	273.50	0.00	594.31	34.0
804	POSTAGE & POSTAL PERMIT	1,700.00	1,700.00	804.72	50.00	0.00	895.28	47.3

REVENUE/EXPENDITURE REPORT
AS OF 04/28/08

City Of Basehor

For the Period: 1/1/2008 to 4/30/2008		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND								
Ftitures								
Dept: 001 ADMINISTRATION								
850	CAPITAL OUTLAY	9,000.00	9,000.00	674.97	0.00	0.00	8,325.03	7.5
ADMINISTRATION								
Dept: 002 STREET DEPARTMENT								
701	PERSONAL SERVICES FULL TIME	108,275.00	108,275.00	37,860.84	8,487.05	0.00	70,414.16	35.0
704	PERSONAL SERVICES OVERTIME	10,000.00	10,000.00	1,770.15	449.50	0.00	8,229.85	17.7
751	LEGAL PROFESSIONAL FEES	200.00	200.00	0.00	0.00	0.00	200.00	0.0
758	PAGING/WIRELESS	2,100.00	2,100.00	318.24	113.12	0.00	1,781.76	15.2
760	NOTICES & ADVERTISEMENTS	250.00	250.00	0.00	0.00	0.00	250.00	0.0
761	VEHICLE/EQUIPMENT MAINT & REP	6,000.00	6,000.00	4,386.38	4,376.38	0.00	1,613.62	73.1
774	TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
787	STREET LIGHTING	37,000.00	37,000.00	12,740.97	3,264.69	0.00	24,259.03	34.4
799	MISC CONTRACTURAL SERVICES	2,500.00	2,500.00	360.22	0.00	0.00	2,139.78	14.4
801	OFFICE SUPPLIES	800.00	800.00	62.04	0.00	0.00	737.96	7.8
803	MISCELLANEOUS COMMODITIES	7,000.00	7,000.00	1,965.96	36.68	0.00	5,034.04	28.1
804	GAS/OIL/MISC	3,800.00	3,800.00	1,665.59	447.11	0.00	2,134.41	43.8
807	PRINTED MATERIALS/PUBLICATIONS	100.00	100.00	0.00	0.00	0.00	100.00	0.0
810	SAFETY EQUIPMENT	1,200.00	1,200.00	406.28	130.15	0.00	793.72	33.9
811	MAINTENANCE MATERIALS/SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
850	CAPITAL OUTLAY	6,000.00	6,000.00	2,895.00	2,895.00	0.00	3,105.00	48.3
STREET DEPARTMENT								
Dept: 003 GOVERNING BODY/ADMINISTRATOR								
701	PERSONAL SERVICES FULL TIME	68,120.00	68,120.00	23,580.00	5,240.00	0.00	44,540.00	34.6
702	PERSONAL SERVICES PART TIME	18,640.00	18,640.00	5,359.00	1,282.00	0.00	13,281.00	28.8
751	LEGAL PROFESSIONAL FEES	1,000.00	1,000.00	487.09	0.00	0.00	512.91	48.7
758	PAGING/WIRELESS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
761	VEHICLE/EQUIPMENT MAINT & REP	500.00	500.00	26.82	0.00	0.00	473.18	5.4
774	TRAINING	2,500.00	2,500.00	406.28	260.00	0.00	2,093.72	16.3
781	PROMO/PUB RELATIONS ACTIVITIES	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0.0
782	MILEAGE REIMBURSEMENT	300.00	300.00	0.00	0.00	0.00	300.00	0.0
783	ORGANIZATION MEMBERSHIP DUES	900.00	900.00	170.00	0.00	0.00	730.00	18.9
799	MISC CONTRACTURAL SERVICES	2,000.00	2,000.00	229.00	229.00	0.00	1,771.00	11.5
801	OFFICE SUPPLIES	500.00	500.00	43.19	0.00	0.00	456.81	8.6
803	MISCELLANEOUS COMMODITIES	2,500.00	2,500.00	601.17	253.85	0.00	1,898.83	24.0
804	GAS/OIL/MISC	900.00	900.00	162.66	31.86	0.00	737.34	18.1
807	PRINTED MATERIALS/PUBLICATIONS	400.00	400.00	0.00	0.00	0.00	400.00	0.0
850	CAPITAL OUTLAY	7,200.00	7,200.00	1,423.36	0.00	0.00	5,776.64	19.8
GOVERNING BODY/ADMINISTRATOR								
Dept: 004 POLICE DEPARTMENT								
701	PERSONAL SERVICES FULL TIME	437,102.00	437,102.00	120,038.18	25,868.17	0.00	317,063.82	27.5
702	PERSONAL SERVICES PART TIME	75,283.00	75,283.00	26,684.65	5,116.80	0.00	48,598.35	35.4
704	PERSONAL SERVICES OVERTIME	35,000.00	35,000.00	5,411.21	773.58	0.00	29,588.79	15.5
706	HIDTA GRANT OFFICER	0.00	0.00	366.45	-1,927.85	0.00	-366.45	0.0
707	HIDTA GRANT OFFICER OVERTIME	0.00	0.00	571.88	571.88	0.00	-571.88	0.0
751	LEGAL PROFESSIONAL FEES	20,000.00	20,000.00	150.00	110.00	0.00	19,850.00	0.8
758	PAGING/WIRELESS	5,000.00	5,000.00	858.96	234.64	0.00	4,141.04	17.2
759	ANIMAL CONTROL EXPENSES	2,000.00	2,000.00	467.48	77.48	0.00	1,532.52	23.4
760	NOTICES & ADVERTISEMENTS	900.00	900.00	36.40	36.40	0.00	863.60	4.0
761	VEHICLE/EQUIPMENT MAINT & REP	8,786.00	8,786.00	1,646.55	722.69	0.00	7,139.45	18.7
764	LEAVENWORTH COUNTY JAIL	10,000.00	10,000.00	1,137.50	122.50	0.00	8,862.50	11.4
766	MUNICIPAL COURT JUDGE	3,600.00	3,600.00	1,000.00	250.00	0.00	2,600.00	27.8
767	COURT FEES	11,700.00	11,700.00	7,024.00	3,790.00	0.00	4,676.00	60.0
774	TRAINING	8,700.00	8,700.00	1,316.11	562.55	0.00	7,383.89	15.1
780	COURT APPOINTED COUNCIL	0.00	0.00	-150.00	0.00	0.00	150.00	0.0
781	PROMO/PUB RELATIONS ACTIVITIES	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
782	MILEAGE REIMBURSEMENT	300.00	300.00	233.31	233.31	0.00	66.69	77.8
783	ORGANIZATION MEMBERSHIP DUES	250.00	250.00	75.00	0.00	0.00	175.00	30.0

REVENUE/EXPENDITURE REPORT
AS OF 04/28/08

City Of Basehor

For the Period: 1/1/2008 to 4/30/2008		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND								
F ditures								
Dept: 004 POLICE DEPARTMENT								
799	MISC CONTRACTURAL SERVICES	19,000.00	19,000.00	6,477.49	775.09	0.00	12,522.51	34.1
801	OFFICE SUPPLIES	3,750.00	3,750.00	875.20	0.00	0.00	2,874.80	23.3
803	MISCELLANEOUS COMMODITIES	10,000.00	10,000.00	2,147.43	900.62	0.00	7,852.57	21.5
804	GAS/OIL/MISC	38,600.00	38,600.00	10,867.12	3,160.44	0.00	27,732.88	28.2
807	PRINTED MATERIALS/PUBLICATIONS	1,000.00	1,000.00	1,004.69	704.35	0.00	-4.69	100.5
808	POSTAGE & POSTAL PERMIT	1,400.00	1,400.00	296.03	50.00	0.00	1,103.97	21.1
810	SAFETY EQUIPMENT	1,000.00	1,000.00	-1,859.99	0.00	0.00	2,859.99	-186.0
850	CAPITAL OUTLAY	16,330.00	16,330.00	2,091.65	1,602.98	0.00	14,238.35	12.8
POLICE DEPARTMENT		711,901.00	711,901.00	188,767.30	43,735.63	0.00	523,133.70	26.5
Dept: 005 CITY FACILITIES (GENERAL)								
752	UTILITY GAS	5,000.00	5,000.00	4,525.15	1,036.36	0.00	474.85	90.5
753	UTILITY ELECTRIC	2,500.00	2,500.00	680.33	173.40	0.00	1,819.67	27.2
754	UTILITY SEWER & SOLID WASTE	3,000.00	3,000.00	1,054.40	38.60	0.00	1,945.60	35.1
755	UTILITY WATER	2,500.00	2,500.00	356.95	101.21	0.00	2,143.05	14.3
757	TELEPHONE/FAX/INTERNET SERVICE	6,500.00	6,500.00	1,126.04	0.00	0.00	5,373.96	17.3
761	VEHICLE/EQUIPMENT MAINT & REP	1,800.00	1,800.00	37.00	0.00	0.00	1,763.00	2.1
777	FACILITY REPAIRS & MAINTENANCE	2,300.00	2,300.00	496.98	0.00	0.00	1,803.02	21.6
799	MISC CONTRACTURAL SERVICES	6,850.00	6,850.00	1,686.55	225.00	0.00	5,163.45	24.6
803	MISCELLANEOUS COMMODITIES	2,500.00	2,500.00	1,038.31	254.86	0.00	1,461.69	41.5
810	SAFETY EQUIPMENT	350.00	350.00	33.25	0.00	0.00	316.75	9.5
850	CAPITAL OUTLAY	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
CITY FACILITIES (GENERAL)		39,300.00	39,300.00	11,034.96	1,829.43	0.00	28,265.04	28.1
Dept: 008 PARK & RECREATION DEPARTMENT								
702	PERSONAL SERVICES PART TIME	2,915.00	2,915.00	0.00	0.00	0.00	2,915.00	0.0
753	UTILITY ELECTRIC	2,000.00	2,000.00	846.07	210.40	0.00	1,153.93	42.3
	UTILITY SEWER & SOLID WASTE	150.00	150.00	38.84	9.71	0.00	111.16	25.9
	UTILITY WATER	400.00	400.00	93.95	51.92	0.00	306.05	23.5
774	TRAINING	100.00	100.00	0.00	0.00	0.00	100.00	0.0
792	PARK MAINTENANCE & REPAIR	2,960.00	2,960.00	0.01	0.00	0.00	2,959.99	0.0
799	MISC CONTRACTURAL SERVICES	2,500.00	2,500.00	232.00	157.00	0.00	2,268.00	9.3
803	MISCELLANEOUS COMMODITIES	950.00	950.00	0.00	0.00	0.00	950.00	0.0
811	MAINTENANCE MATERIALS/SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
PARK & RECREATION DEPARTMENT		12,975.00	12,975.00	1,210.87	429.03	0.00	11,764.13	9.3
Dept: 011 EMPLOYEE BENEFITS								
746	SOCIAL SECURITY	64,411.00	64,411.00	18,362.25	4,020.54	0.00	46,048.75	28.5
747	MEDICARE	15,064.00	15,064.00	4,294.63	940.34	0.00	10,769.37	28.5
748	KANSAS UNEMPLOYMENT TAX	1,039.00	1,039.00	304.29	63.97	0.00	734.71	29.3
772	EMPLOYEE MED/LIFE INSURANCE	117,947.00	117,947.00	24,080.98	6,078.99	0.00	93,866.02	20.4
773	EMPLOYEE DEFERRED COMPENSATION	66,376.00	66,376.00	18,880.91	4,285.28	0.00	47,495.09	28.4
778	EMPLOYEE DENTAL INSURANCE	8,852.00	8,852.00	2,278.21	572.96	0.00	6,573.79	25.7
786	KANSAS POLICEMEN & FIREMEN	63,893.00	63,893.00	16,577.15	3,607.93	0.00	47,315.85	25.9
813	CLOTHING ALLOWANCE	14,426.00	14,426.00	2,049.68	328.27	0.00	12,376.32	14.2
816	VACCINATION ALLOWANCE	200.00	200.00	340.00	0.00	0.00	-140.00	170.0
EMPLOYEE BENEFITS		352,208.00	352,208.00	87,168.10	19,898.28	0.00	265,039.90	24.7
Dept: 017 PLANNING & ZONING DEPARTMENT								
701	PERSONAL SERVICES FULL TIME	136,448.00	136,448.00	34,790.65	7,718.46	0.00	101,657.35	25.5
702	PERSONAL SERVICES PART TIME	11,440.00	11,440.00	3,850.00	720.50	0.00	7,590.00	33.7
704	PERSONAL SERVICES OVERTIME	10,000.00	10,000.00	1,500.69	386.75	0.00	8,499.31	15.0
751	LEGAL PROFESSIONAL FEES	10,000.00	10,000.00	2,514.77	1,165.00	0.00	7,485.23	25.1
758	PAGING/WIRELESS	1,600.00	1,600.00	140.65	54.23	0.00	1,459.35	8.8
760	NOTICES & ADVERTISEMENTS	2,000.00	2,000.00	924.00	354.00	0.00	1,076.00	46.2
761	VEHICLE/EQUIPMENT MAINT & REP	1,500.00	1,500.00	305.24	0.00	0.00	1,194.76	20.3
	ENGINEERING SERVICES	20,000.00	20,000.00	8,876.14	3,017.39	0.00	11,123.86	44.4
	CONSULTING/SPECIAL STUDIES	10,000.00	10,000.00	385.71	0.00	0.00	9,614.29	3.9
774	TRAINING	5,000.00	5,000.00	1,905.77	0.00	0.00	3,094.23	38.1

REVENUE/EXPENDITURE REPORT
AS OF 04/28/08

City Of Basehor

For the Period: 1/1/2008 to 4/30/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
F ditures							
Dept: 017 PLANNING & ZONING DEPARTMENT							
776 BUILDING DEMOLITION	5,616.00	5,616.00	0.00	0.00	0.00	5,616.00	0.0
782 MILEAGE REIMBURSEMENT	740.00	740.00	0.00	0.00	0.00	740.00	0.0
783 ORGANIZATION MEMBERSHIP DUES	1,750.00	1,750.00	30.00	0.00	0.00	1,720.00	1.7
799 MISC CONTRACTURAL SERVICES	4,500.00	4,500.00	1,948.96	22.05	0.00	2,551.04	43.3
801 OFFICE SUPPLIES	1,000.00	1,000.00	189.74	0.00	0.00	810.26	19.0
803 MISCELLANEOUS COMMODITIES	3,600.00	3,600.00	42.54	7.00	0.00	3,557.46	1.2
804 GAS/OIL/MISC	1,400.00	1,400.00	369.00	84.00	0.00	1,031.00	26.4
807 PRINTED MATERIALS/PUBLICATIONS	4,000.00	4,000.00	598.72	73.00	0.00	3,401.28	15.0
808 POSTAGE & POSTAL PERMIT	1,000.00	1,000.00	243.85	58.80	0.00	756.15	24.4
850 CAPITAL OUTLAY	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
PLANNING & ZONING DEPARTMENT	238,594.00	238,594.00	58,616.43	13,661.18	0.00	179,977.57	24.6
Expenditures	2,178,959.00	2,178,959.00	612,537.84	174,514.46	0.00	1,566,421.16	28.1
Net Effect for GENERAL FUND	288,401.00	288,401.00	144,177.61	-123,075.39	0.00	144,223.39	50.0
Change in Fund Balance:			144,177.61				
Fund: 04 - SPECIAL PARK & RECREATION FUND							
Revenues							
Dept: 000							
451 LOCAL ALCOHOLIC LIQUOR FUND	9,284.00	9,284.00	1,908.53	0.00	0.00	7,375.47	20.6
459 RES 93-01 PARK FEE	23,600.00	23,600.00	1,600.00	0.00	0.00	22,000.00	6.8
551 INTEREST INCOME	2,464.00	2,464.00	564.38	0.00	0.00	1,899.62	22.9
Dept: 000	35,348.00	35,348.00	4,072.91	0.00	0.00	31,275.09	11.5
Revenues	35,348.00	35,348.00	4,072.91	0.00	0.00	31,275.09	11.5
Expenditures							
Dept: 000							
792 PARK MAINTENANCE & REPAIR	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
850 CAPITAL OUTLAY	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	0.0
Dept: 000	19,500.00	19,500.00	0.00	0.00	0.00	19,500.00	0.0
Expenditures	19,500.00	19,500.00	0.00	0.00	0.00	19,500.00	0.0
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	4,072.91	0.00	0.00	11,775.09	25.7
Change in Fund Balance:			4,072.91				
Fund: 05 - SEWER FUND							
Revenues							
Dept: 000							
408 SEWER CONNECTION FEES	266,557.00	266,557.00	33,975.00	4,687.50	0.00	232,582.00	12.7
410 SEWER CAP IMP CONNECTION FEES	15,625.00	15,625.00	900.00	100.00	0.00	14,725.00	5.8
495 DELINQUENT FEE COLLECTIONS	7,970.00	7,970.00	8,353.14	600.99	0.00	-383.14	104.8
521 UTILITY BILLING CHARGES	600,000.00	600,000.00	161,593.49	767.90	0.00	438,406.51	26.9
547 SEWER STATE REVOLVING LOAN	4,850,000.00	4,850,000.00	0.00	0.00	0.00	4,850,000.00	0.0
551 INTEREST INCOME	11,387.00	11,387.00	4,049.54	0.00	0.00	7,337.46	35.6
673 TRANS FROM GENERAL FUND	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 000	5,851,539.00	5,851,539.00	208,871.17	6,156.39	0.00	5,642,667.83	3.6
Revenues	5,851,539.00	5,851,539.00	208,871.17	6,156.39	0.00	5,642,667.83	3.6
Expenditures							
Dept: 000							
SEWER LINE REHAB	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
865 CAPITAL IMPROVEMENT	4,000,000.00	4,000,000.00	169,120.00	68,705.00	0.00	3,830,880.00	4.2

REVENUE/EXPENDITURE REPORT
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City Of Basehor

For the Period: 1/1/2008 to 4/30/2008		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 05 - SEWER FUND								
Expenditures								
Dept: 000								
901	TRANS TO BOND & INTEREST FUND	488,000.00	488,000.00	244,000.00	244,000.00	0.00	244,000.00	50.0
Dept: 000		4,888,000.00	4,888,000.00	413,120.00	312,705.00	0.00	4,474,880.00	8.5
Dept: 009 SEWER DEPARTMENT								
701	PERSONAL SERVICES FULL TIME	105,134.00	105,134.00	36,685.07	8,087.34	0.00	68,448.93	34.9
704	PERSONAL SERVICES OVERTIME	10,971.00	10,971.00	1,872.91	801.61	0.00	9,098.09	17.1
751	LEGAL PROFESSIONAL FEES	21,500.00	21,500.00	601.59	155.00	0.00	20,898.41	2.8
753	UTILITY ELECTRIC	48,000.00	48,000.00	17,701.89	4,459.28	0.00	30,298.11	36.9
757	TELEPHONE/FAX/INTERNET SERVICE	3,700.00	3,700.00	1,225.73	234.85	0.00	2,474.27	33.1
758	PAGING/WIRELESS	1,840.00	1,840.00	393.64	86.14	0.00	1,446.36	21.4
760	NOTICES & ADVERTISEMENTS	1,100.00	1,100.00	120.00	18.00	0.00	980.00	10.9
761	VEHICLE/EQUIPMENT MAINT & REP	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
762	SLUDGE WASTE REMOVAL	14,720.00	14,720.00	14,935.90	9,569.89	0.00	-215.90	101.5
765	ENGINEERING SERVICES	450,000.00	450,000.00	1,150.00	415.00	0.00	448,850.00	0.3
774	TRAINING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
777	FACILITY REPAIRS & MAINTENANCE	14,058.00	14,058.00	0.00	0.00	0.00	14,058.00	0.0
789	COLLECTION SYS MAINT & REPAIR	44,060.00	44,060.00	1,173.24	625.00	0.00	42,886.76	2.7
790	SAMPLING	12,000.00	12,000.00	3,191.00	328.75	0.00	8,809.00	26.6
799	MISC CONTRACTURAL SERVICES	6,500.00	6,500.00	1,415.35	256.00	0.00	5,084.65	21.8
801	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
803	MISCELLANEOUS COMMODITIES	5,825.00	5,825.00	2,410.92	43.91	0.00	3,414.08	41.4
804	GAS/OIL/MISC	5,500.00	5,500.00	1,587.49	447.10	0.00	3,912.51	28.9
807	PRINTED MATERIALS/PUBLICATIONS	800.00	800.00	37.50	37.50	0.00	762.50	4.7
808	POSTAGE & POSTAL PERMIT	4,000.00	4,000.00	830.00	150.00	0.00	3,170.00	20.8
810	SAFETY EQUIPMENT	1,560.00	1,560.00	252.50	0.00	0.00	1,307.50	16.2
814	WTF MAINT MATERIALS/SUPPLIES	5,400.00	5,400.00	2,013.47	376.36	0.00	3,386.53	37.3
815	COL SYSTEM MATERIALS/SUPPLIES	11,900.00	11,900.00	0.00	0.00	0.00	11,900.00	0.0
820	CAPITAL OUTLAY	7,355.00	7,355.00	0.00	0.00	0.00	7,355.00	0.0
SEWER DEPARTMENT		781,923.00	781,923.00	87,598.20	26,091.73	0.00	694,324.80	11.2
Dept: 011 EMPLOYEE BENEFITS								
746	SOCIAL SECURITY	7,199.00	7,199.00	2,303.88	530.02	0.00	4,895.12	32.0
747	MEDICARE	1,684.00	1,684.00	538.81	123.96	0.00	1,145.19	32.0
748	KANSAS UNEMPLOYMENT TAX	116.00	116.00	38.55	8.89	0.00	77.45	33.2
772	EMPLOYEE MED/LIFE INSURANCE	17,828.00	17,828.00	3,254.96	819.31	0.00	14,573.04	18.3
773	EMPLOYEE DEFERRED COMPENSATION	17,348.00	17,348.00	5,351.86	1,233.79	0.00	11,996.14	30.9
778	EMPLOYEE DENTAL INSURANCE	1,161.00	1,161.00	310.29	78.04	0.00	850.71	26.7
EMPLOYEE BENEFITS		45,336.00	45,336.00	11,798.35	2,794.01	0.00	33,537.65	26.0
Expenditures		5,715,259.00	5,715,259.00	512,516.55	341,590.74	0.00	5,202,742.45	9.0
Net Effect for SEWER FUND		136,280.00	136,280.00	-303,645.38	-335,434.35	0.00	439,925.38	-222.8
Change in Fund Balance:				-303,645.38				
Fund: 07 - CEDAR LAKES MAINTENANCE								
Revenues								
Dept: 000								
454	MAINTENANCE FEES	12,600.00	12,600.00	0.00	0.00	0.00	12,600.00	0.0
551	INTEREST INCOME	1,519.00	1,519.00	284.57	0.00	0.00	1,234.43	18.7
Dept: 000		14,119.00	14,119.00	284.57	0.00	0.00	13,834.43	2.0
Revenues		14,119.00	14,119.00	284.57	0.00	0.00	13,834.43	2.0
Expenditures								
Dept: 000								
	MISC CONTRACTURAL SERVICES	10,500.00	10,500.00	2,341.38	1,006.44	0.00	8,158.62	22.3

REVENUE/EXPENDITURE REPORT
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For the Period: 1/1/2008 to 4/30/2008

Fund: 07 - CEDAR LAKES MAINTENANCE

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 000	10,500.00	10,500.00	2,341.38	1,006.44	0.00	8,158.62	22.3
Expenditures	10,500.00	10,500.00	2,341.38	1,006.44	0.00	8,158.62	22.3

Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	-2,056.81	-1,006.44	0.00	5,675.81	-56.8
Change in Fund Balance:			-303,645.38				

Fund: 08 - BOND & INTEREST FUND

Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 000							
460 AD VALOREM PROPERTY TAX	0.00	0.00	69,669.94	0.00	0.00	-69,669.94	0.0
461 DELINQUENT PROPERTY TAXES	67.00	67.00	0.00	0.00	0.00	67.00	0.0
464 BACK TAXES	392.00	392.00	4,293.26	0.00	0.00	-3,901.26	1095.2
468 SPECIAL SEWER ASSESSMENT	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
470 FALCON LAKE BD SPEC ASSESSMENT	170,290.00	170,290.00	235,239.13	0.00	0.00	-64,949.13	138.1
551 INTEREST INCOME	4,220.00	4,220.00	529.18	0.00	0.00	3,690.82	12.5
672 TRANS FROM SEWER FUND	488,000.00	488,000.00	244,000.00	244,000.00	0.00	244,000.00	50.0
673 TRANS FROM GENERAL FUND	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00	0.0
Dept: 000	890,969.00	890,969.00	553,731.51	244,000.00	0.00	337,237.49	62.1
Revenues	890,969.00	890,969.00	553,731.51	244,000.00	0.00	337,237.49	62.1

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 000							
860 GO BOND PRINCIPAL PAYMENTS	295,000.00	295,000.00	5,000.00	5,000.00	0.00	290,000.00	1.7
862 GO BOND INTEREST PAYMENTS	228,084.00	228,084.00	114,053.34	142.71	0.00	114,030.66	50.0
860 KDHE PRINCIPAL PAYMENTS	292,729.00	292,729.00	148,394.71	0.00	0.00	144,334.29	50.7
KDHE INTEREST PAYMENTS	179,369.00	179,369.00	87,819.84	0.00	0.00	91,549.16	49.0
862 KDHE SERVICE FEE	15,902.00	15,902.00	7,785.45	0.00	0.00	8,116.55	49.0
Dept: 000	1,011,084.00	1,011,084.00	363,053.34	5,142.71	0.00	648,030.66	35.9

Expenditures	1,011,084.00	1,011,084.00	363,053.34	5,142.71	0.00	648,030.66	35.9
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Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	190,678.17	238,857.29	0.00	-310,793.17	-158.7
Change in Fund Balance:			190,383.18				

Fund: 09 - SOLID WASTE FUND

Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 000							
495 DELINQUENT FEE COLLECTIONS	1,918.00	1,918.00	2,087.80	99.85	0.00	-169.80	108.9
521 UTILITY BILLING CHARGES	159,344.00	159,344.00	39,315.29	193.56	0.00	120,028.71	24.7
551 INTEREST INCOME	1,482.00	1,482.00	332.73	0.00	0.00	1,149.27	22.5
Dept: 000	162,744.00	162,744.00	41,735.82	293.41	0.00	121,008.18	25.6

Revenues	162,744.00	162,744.00	41,735.82	293.41	0.00	121,008.18	25.6
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Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 000							
903 TRANS TO GENERAL FUND	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Dept: 000	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 010 SOLID WASTE							
701 PERSONAL SERVICES FULL TIME	14,622.00	14,622.00	4,776.67	1,124.66	0.00	9,845.33	32.7
704 PERSONAL SERVICES OVERTIME	1,461.00	1,461.00	80.35	0.00	0.00	1,380.65	5.5
SOLID WASTE DISPOSAL	116,900.00	116,900.00	30,125.18	1,882.86	0.00	86,774.82	25.8
MISC CONTRACTUAL SERVICES	770.00	770.00	0.00	0.00	0.00	770.00	0.0
801 OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00	0.0

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For the Period: 1/1/2008 to 4/30/2008

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 09 - SOLID WASTE FUND							
Expenditures							
Dept: 010 SOLID WASTE							
800 MISCELLANEOUS COMMODITIES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
807 PRINTED MATERIALS/PUBLICATIONS	800.00	800.00	37.50	37.50	0.00	762.50	4.7
808 POSTAGE & POSTAL PERMIT	2,550.00	2,550.00	600.00	100.00	0.00	1,950.00	23.5

SOLID WASTE	137,303.00	137,303.00	35,619.70	3,145.02	0.00	101,683.30	25.9
Dept: 011 EMPLOYEE BENEFITS							
746 SOCIAL SECURITY	997.00	997.00	301.12	69.73	0.00	695.88	30.2
747 MEDICARE	233.00	233.00	70.40	16.31	0.00	162.60	30.2
748 KANSAS UNEMPLOYMENT TAX	16.00	16.00	4.83	1.12	0.00	11.17	30.2
772 EMPLOYEE MED/LIFE INSURANCE	1,215.00	1,215.00	10.02	2.44	0.00	1,204.98	0.8
773 EMPLOYEE DEFERRED COMPENSATION	2,232.00	2,232.00	674.14	156.10	0.00	1,557.86	30.2
778 EMPLOYEE DENTAL INSURANCE	186.00	186.00	0.00	0.00	0.00	186.00	0.0
EMPLOYEE BENEFITS	4,879.00	4,879.00	1,060.51	245.70	0.00	3,818.49	21.7

Expenditures	162,182.00	162,182.00	36,680.21	3,390.72	0.00	125,501.79	22.6
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Net Effect for SOLID WASTE FUND	562.00	562.00	5,055.61	-3,097.31	0.00	-4,493.61	899.6
Change in Fund Balance:			5,055.61				

Fund: 10 - CONSOLIDATED HIGHWAY FUND

Revenues							
Dept: 000							
452 LOCAL SALES/USE TAX	0.00	0.00	34,147.93	0.00	0.00	-34,147.93	0.0
456 COUNTY SALES/USE TAX	0.00	0.00	33,945.43	0.00	0.00	-33,945.43	0.0
458 SPECIAL CITY/COUNTY HWY TAX	108,320.00	108,320.00	50,108.75	22,588.56	0.00	58,211.25	46.3
494 COUNTY FUEL TAX	8,532.00	8,532.00	2,437.10	0.00	0.00	6,094.90	28.6
551 INTEREST INCOME	41,978.00	41,978.00	8,519.91	0.00	0.00	33,458.09	20.3
640 OTHER ROAD EXCISE TAX	3,500.00	3,500.00	2,870.30	0.00	0.00	629.70	82.0
640 FALCON LAKES IMPACT FEE	48,100.00	48,100.00	7,215.00	0.00	0.00	40,885.00	15.0
650 PRAIRIE GARDENS RD EXCISE TAX	18,682.00	18,682.00	0.00	0.00	0.00	18,682.00	0.0
651 PRAIRIE LAKES ROAD EXCISE TAX	9,172.00	9,172.00	0.00	0.00	0.00	9,172.00	0.0
655 PINEHURST RD EXCISE TAX	24,926.00	24,926.00	0.00	0.00	0.00	24,926.00	0.0
657 HIDDEN RIDGE EXCISE TAX	8,379.00	8,379.00	1,675.80	0.00	0.00	6,703.20	20.0
662 METZGER MEADOWS EXCISE TAX	2,457.00	2,457.00	0.00	0.00	0.00	2,457.00	0.0
663 HICKORY VALLEY EXCISE TAX	33,162.00	33,162.00	0.00	0.00	0.00	33,162.00	0.0
664 HOLLINGSWORTH ESTATES	99,315.00	99,315.00	0.00	0.00	0.00	99,315.00	0.0
665 HIGH POINT DOWNS EXCISE TAX	31,025.00	31,025.00	0.00	0.00	0.00	31,025.00	0.0
673 TRANS FROM GENERAL FUND	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	0.0
Dept: 000	787,548.00	787,548.00	140,920.22	22,588.56	0.00	646,627.78	17.9

Revenues	787,548.00	787,548.00	140,920.22	22,588.56	0.00	646,627.78	17.9
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Expenditures							
Dept: 000							
771 STREET REPAIRS & MAINTENANCE	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	0.0
799 MISC CONTRACTURAL SERVICES	6,500.00	6,500.00	1,701.66	0.00	0.00	4,798.34	26.2
803 MISCELLANEOUS COMMODITIES	1,040.00	1,040.00	0.00	0.00	0.00	1,040.00	0.0
811 MAINTENANCE MATERIALS/SUPPLIES	48,880.00	48,880.00	1,179.48	126.00	0.00	47,700.52	2.4
812 SALT & SAND	7,280.00	7,280.00	4,293.69	0.00	0.00	2,986.31	59.0
849 STREET IMPROVEMENTS	350,000.00	350,000.00	35,367.19	6,745.01	0.00	314,632.81	10.1
890 ST IMPROVEMENTS HOLLINGSWORTH	0.00	0.00	7,690.26	0.00	0.00	-7,690.26	0.0
Dept: 000	588,700.00	588,700.00	50,232.28	6,871.01	0.00	538,467.72	8.5

Expenditures	588,700.00	588,700.00	50,232.28	6,871.01	0.00	538,467.72	8.5
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REVENUE/EXPENDITURE REPORT
AS OF 04/28/08

City Of Basehor

For the Period: 1/1/2008 to 4/30/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	90,687.94	15,717.55	0.00	108,160.06	45.6
Change in Fund Balance:			90,687.94				
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND							
Revenues							
Dept: 000							
551 INTEREST INCOME	3,247.00	3,247.00	707.03	0.00	0.00	2,539.97	21.8
673 TRANS FROM GENERAL FUND	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00	0.0
Dept: 000	218,247.00	218,247.00	707.03	0.00	0.00	217,539.97	0.3
Revenues	218,247.00	218,247.00	707.03	0.00	0.00	217,539.97	0.3
Expenditures							
Dept: 000							
850 CAPITAL OUTLAY	75,000.00	75,000.00	21,519.00	0.00	0.00	53,481.00	28.7
870 CAPITAL OUTLAY - POLICE	30,000.00	30,000.00	25,295.75	0.00	0.00	4,704.25	84.3
871 CAPITAL OUTLAY - SEWER	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
Dept: 000	225,000.00	225,000.00	46,814.75	0.00	0.00	178,185.25	20.8
Expenditures	225,000.00	225,000.00	46,814.75	0.00	0.00	178,185.25	20.8
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-46,107.72	0.00	0.00	39,354.72	682.8
Change in Fund Balance:			-46,107.72				
Fund: 12 - CAPITAL IMPROVEMENT FUND							
Revenues							
Dept: 000							
452 LOCAL SALES/USE TAX	0.00	0.00	34,147.95	0.00	0.00	-34,147.95	0.0
456 COUNTY SALES/USE TAX	0.00	0.00	33,945.42	0.00	0.00	-33,945.42	0.0
551 INTEREST INCOME	13,976.00	13,976.00	3,409.14	0.00	0.00	10,566.86	24.4
673 TRANS FROM GENERAL FUND	375,000.00	375,000.00	0.00	0.00	0.00	375,000.00	0.0
Dept: 000	388,976.00	388,976.00	71,502.51	0.00	0.00	317,473.49	18.4
Revenues	388,976.00	388,976.00	71,502.51	0.00	0.00	317,473.49	18.4
Expenditures							
Dept: 000							
850 CAPITAL OUTLAY	375,000.00	375,000.00	0.00	0.00	0.00	375,000.00	0.0
Dept: 000	375,000.00	375,000.00	0.00	0.00	0.00	375,000.00	0.0
Expenditures	375,000.00	375,000.00	0.00	0.00	0.00	375,000.00	0.0
Net Effect for CAPITAL IMPROVEMENT FUND	13,976.00	13,976.00	71,502.51	0.00	0.00	-57,526.51	511.6
Change in Fund Balance:			71,502.51				
Grand Total Net Effect:	530,666.00	530,666.00	154,364.84	-208,038.65	0.00	376,301.16	

**City of Basehor
May 2008 Monthly Calendar of Events**

Date	Time	Event	Location
1		<i>(New sewer rates take effect.)</i>	
5	6:00 p.m.	City Council Work Session & Meeting	City Hall Meeting Room
6	6:30 p.m.	Planning Commission Work Session and Meeting	City Hall Meeting Room
7	8:00 a.m.	Chamber of Commerce Board Mtg	First State Bank & Trust
8	11:30 a.m.	LCDC Board Meeting	LCDC Office
9	7:00 p.m.	Library Grand Opening	1400 N. 158th St.
12	6:00 p.m. 6:00 p.m.	City Council Work Session 20th LV CO Peace Officer Recog.	City Hall Meeting Room Eagles Hall, 300 S 20th Street
13	1:00 p.m.	Municipal Court	City Hall Meeting Room
14	4:00 p.m.	Park Advisory Board Meeting	City Hall Meeting Room
18		<i>(Commencement for KU intern Sadie Robb)</i>	
19	6:00 p.m.	City Council Work Session & Meeting	City Hall Meeting Room
22	Noon	Chamber Membership Meeting	Reece Nichols Office
27	3:00 p.m.	LCDC Infrastructure Meeting	LCDC Office
28	11:45 a.m.	Port Authority Meeting	Heritage Center, 109 Delaware

Next Meetings:

- June 2, 2008 Council Work Session & Regular Meeting
- June 9, 2008 Work Session
- June 16, 2008 Council Work Session & Regular Meeting

BASEHOR TOWN CENTER

- TONIGHT'S ISSUES
 - False Accusations
 - Against Basehor Town Center Development
 - Against the school
 - True Interest
 - Should Basehor use \$3.7M of their line of credit to back a private development?
 - What is the likelihood the District will be successful and be able to repay the bonds?

BASEHOR TOWN CENTER

- Questions:
 - Have we done our due diligence?
 - Does Basehor Town Center. LLC (BTC) track record indicate success?
 - Have we checked other supposed successful developments?
 - What is the financial history of the LLC and it's principles?
 - Why does BTC, LLC not want a public hearing? (*Petition for Public Improvements Para 6*)

BASEHOR TOWN CENTER

- Questions:
 - Will there be a competitive bids on all BD projects?
 - What is the timeline for completion of the BD? (*Right now it's only a road and facilities to a school*)
 - Why is Affinity requesting Admin. fees since they will save on interest cost? (*Value approx. \$500K*)(10yr 7%/30 yr3%)
not including tax breaks

BASEHOR TOWN CENTER

- Questions:
 - Why is the BD setup so cost and payment are assessed whether the improvements are completed or not?
(Petition for Public Improvements Para 8)
 - Why is the developer not fronting the improvement costs like we require of others?
 - Who is the bond buyer BTC,LLC has lined up and have we talked w/ them regarding their view of success?

BASEHOR TOWN CENTER

- **Benefit District**
 - **Issues for Consideration**
 - Priority of Project relative to other priorities?
 - Reduction in line of credit
 - \$3.8M reduction
 - Potential impact on Bond rating
 - Civic role in success of project
 - 33% of project tax supported
 - 100% of project citizen supported

BASEHOR TOWN CENTER

- **Benefit District**
 - Issues for Consideration
 - Overall financial viability?
 - Letter of credit
 - 3 years Developer's property only
 - Represents only 6% of total bond
 - Timeframes required for success?
 - Chance of Success?
 - Development Agreement, Section 6.02 A appears to obligate the entire City of Basehor.

AGENDA ITEM INFORMATION FORM

Agenda Item: Update on the design of the Wastewater Treatment Facility expansion and a public meeting to discuss alternatives as required for the Kansas Water Pollution Control Revolving Loan Fund and K.A.R. 28-16-136.

Department: Administration & Public Works

Background/Description of Item:

Part of the process for a Kansas Water Pollution Control Revolving Loan Fund is to ensure public participation in the process. Per Kansas Administrative Regulation (K.A.R.) 28-16-136 a public meeting and a public hearing must be held.
<http://www.kslegislature.org/legsrv-kars/index.do>

The public meeting is required during the preparation of the facility plan to discuss alternatives. The public meeting must be advertised with a minimum of 15 days notice. The notice will be published in the April 10 issue of the Basehor Sentinel and the meeting date set for May 5.

A public hearing is required prior to the formal adoption of a facilities plan. The public hearing must be advertised with a minimum of 30 days notice. The hearing must provide the public a current engineer's cost estimate and address the impact on sewer user charges or other taxes which will fund the improvements. The public hearing date will be set for June 2.

The city has provided many opportunities for public comment, discussed the options for treatment, funding options and possible impact on utility rates. To comply with provisions of the revolving fund loan the notices will be published in the paper and the previously covered information will be reviewed as well as updates on the design and funding issues.

Reports by the Burns and McDonnell engineer Jeff Keller are scheduled for May 5 and June 2.

Staff is working on the application for the Kansas Water Pollution Control Revolving Fund loan application and is planning on presenting the material to the city council for review in order to have funding available prior to the start of the construction project which is projected for late summer.

Funding Source: Sewer Fund

Recommendation: Listen to an update by Burns and McDonnell engineer Jeff Keller and gather public input.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 5, 2008

Carl Slaugh

From: Keller, Jeff [jkeller@burnsmcd.com]
Sent: Monday, April 28, 2008 4:19 PM
To: Carl Slaugh
Subject: RE: Confirming dates

The design is approximately 75% complete. The major treatment equipment Pre-Bid packages have been sent to three manufacturers and we will have those bids back at the end of next week.

Our current schedule is: 90% complete on or around May 14th. At that point we will begin our level 4 quality control review and also provide a set to the City to review. We will also begin a cost estimate that will be ready by the end of the Month. I plan to have a set ready for State review by the end of May as well.

Our final internal review, as well as addressing client and State comments, will occur in early June. We should be ready for bidding before the end of that month.

No significant design changes have occurred since our most recent review with you and Gene.

JJK

*Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com*

From: Carl Slaugh [mailto:cityadm@cityofbasehor.org]
Sent: Monday, April 28, 2008 3:59 PM
To: Keller, Jeff
Subject: RE: Confirming dates

Jeff,

Would you give me a short paragraph on status of the design, projected completion and any other noteworthy points that I might pass on to the city council?

Thanks, Carl

Carl E. Slaugh, City Administrator
City of Basehor (913) 724-1370 x33
2620 N. 155th St. (913) 231-0630 cell
Basehor, KS 66007

From: Keller, Jeff [mailto:jkeller@burnsmcd.com]
Sent: Friday, April 25, 2008 3:25 PM
To: Carl Slaugh
Subject: Confirming dates

Carl –

4/28/2008

Just reviewing my schedule and wanted to confirm our upcoming meeting dates:

May 5th – Public Meeting 7pm. Will review Facility Plan and give project update

May 20th – Progress meeting at WWTP

June 2 – Public Hearing 7 pm

Are these correct?

Jeff

Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com



Proclamation

Building Safety Week 2008 May 5–11

Whereas, through our continuing efforts to address critical safety issues in the built environment that affect our citizens, regardless of age or occupation, both in everyday life and in times of natural disaster, we are confident that our structures are safe and sound; and,

Whereas, vigilant guardians—building safety and fire prevention officials, architects, engineers, builders and others in the construction industry—work year-round to ensure the safe construction of buildings; and,

Whereas, these dedicated members of the International Code Council develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work and play; and,

Whereas, the International Codes, the most widely adopted building safety and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building safety codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes; and,

Whereas, Building Safety Week, sponsored by the International Code Council, reminds the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who help prevent countless fires and accidents; and,

Whereas, the theme, "Building Safety: Where You Live, Work and Play," encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety; and new technologies in the construction industry; it presents appropriate steps everyone can take to ensure that the places where we live, learn, work and play are safe, and that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,

Whereas, this year, as we observe Building Safety Week, we ask everyone to consider projects to improve building safety at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property;

Now, therefore, it is hereby proclaimed that May 5 through May 11, 2008, is Building Safety Week in _____ (jurisdiction). Accordingly, our citizens are encouraged to join communities across America to participate in Building Safety Week activities.

Signed and sealed, this _____ day of _____, in the year Two Thousand and Eight.

Signature

Carl Slaugh

From: Mark Lee [bldginspect@cityofbasehor.org]
Sent: Wednesday, April 23, 2008 12:07 PM
To: Carl Slaugh
Subject: Re: HOA/ICC Building Safety Week Promotion for Schools and Kids

From: Reid, Sean, PLN
Sent: Monday, April 14, 2008 3:56 PM
To: Gordon, Janie, PLN
Subject: HOA/ICC Building Safety Week Promotion for Schools and Kids



Join with the Heart of America
Chapter, CODiE the Cougar,

and the International Code Council

May 5 to 11, 2008

to

*Promote **Building Safety Week** in Your Jurisdiction's Schools!*

Greetings, Fellow Heart of America Chapter Members,

May 5th through May 11th, is that special time of the year for building inspection professionals to remind their citizens of the absolutely vital role that we play in the well-being of our communities. There is no better time than **Building Safety Week** to introduce your department and staff to our future citizens, school-age children, to what code officials, building inspectors, plan analysts, and permit technicians do, day in, and day out, to make sure everyone has safe homes, schools, and stores, in which to live, work, and play.

The International Code Council has prepared special **Building Safety Week** materials aimed at this younger audience, which provide you a very special opportunity to help younger members of your jurisdiction understand the importance of what we do and why we do it. Let the schools be your stage during **Building Safety Week** for special presentations focused on promoting the image of the code official in front of your younger citizens. Build a positive image of the building inspector in the minds of future building occupants and home owners.

Use the wonderful materials available through the International Code Council to reach out to a group we seldom have an opportunity to show what we know to. You and your staff could:

- Contact your local schools to arrange a **Building Safety Week** presentation, or a Learning About Building Inspection, presentation for third or fourth grade students. Plan to make the presentation an annual event.
- Use a PowerPoint presentation with lots of photographs of buildings under construction to show how a dwelling, store, or school is built. If you have a fast food restaurant

planned or under construction, bring the building plans to the presentation. Kids love the idea of a new McDonalds coming to town!

- Wear your hard hat and steel-toe boots to show the safety equipment you wear on a construction site, and tie that into a discussion of the dangers of playing around your community's construction areas and heavy equipment.
- Explain the vital role you and your staff play in assuring that the children and their families have safe buildings, homes, stores, and churches. Teach the children in your jurisdiction about the important role "first preventers" play in saving lives and protecting property.
- Talk about safe exiting, smoke detectors, and ground fault circuit interrupters as safety features they see every day, that you and your staff inspect, to provide a safe built environment.
- Use the ICC prepared materials as handouts during your presentation to leave a lasting impression with the children of your jurisdiction. Take copies of the CODiE the Cougar Activity Book, Junior Building Inspector Stickers, and ICC or **Building Safety Week** pencils.

Although you will find samples of the material developed by the ICC for younger citizens attached below, remember it is not too late to order these materials from the International Code Council Bookstore in Lenexa, or on-line! You can reach the ICC Lenexa Distribution Center by calling (913) 888-0304, the ICC Store at (800) 786-4452, or on-line at <http://www.iccsafe.org/e/category.html> .

ICC Building Safety Week Campaign Kit and Materials from the ICC Store (These are terrific deals!)

<<BSW Campaign Kit.pdf>> <<_Building Safety_ Pencils.pdf>> <<Junior Building Inspector Badge Stickers.pdf>> <<CODiE the Cougar.pdf>> <<CODiE the Cougar Activity Book (set of 25).pdf>> <<_Safety First—Disaster Preparedness_ Tips for your Home and Family_ brochure.pdf>>

CODiE's Coloring And Activity Pages (Print up and pass these out during your BSW school presentation.)

<<Meet CODiE the Cougar.pdf>> <<Meet Construction Charlie.pdf>> <<Meet Designer Dana.pdf>> <<Meet Safety Inspector Sam.pdf>> <<What are Codes.pdf>> <<Does Your Bedroom Have a Window.pdf>> <<Does Your Bedroom Have a Smoke Detector.pdf>> <<Help CODiE Install the Smoke Alarm Maze.pdf>> <<Does the Stairway Have a Handrail.pdf>> <<Guards to Protect Kids.pdf>> <<In Case of Fire Can You Open the Door.pdf>> <<Make a Fire Escape Plan Page 1.pdf>> <<Make a Fire Escape Plan Page 2.pdf>> <<Does Your Fireplace Have a Hearth Extension.pdf>> <<Is Your Bath Water Too Hot.pdf>> <<Too Many Cords.pdf>> <<Do You Have a Pool.pdf>> <<Is Your Furnace Clear.pdf>> <<Building Safety Checklist.pdf>> <<Building Safety Certificate.pdf>>

Building Safety Week is the perfect time to teach kids about what we do! Firefighters and police officers have long used the schools as a tool for building better citizenship, and what school age child wouldn't be fascinated to hear about construction from someone who sees it all, from the foundation to the final. Take credit in your community for the "Silent Hero" that you are. Remember, today's third or fourth grader is tomorrow's home or business owner. Use **Building Safety Week**, and the superlative materials available through ICC as an opportunity to enhance the image of code officials, the International Code Council, and your community!

P.S.-

Be sure to take lots of photographs of your **Building Safety Week** activities and we will try to have them published on the ICC website!

Tina Rakes
President
(785) 594-6907
trakes@baldwincity.org

Building Safety: *Where You Live, Work and Play*

Proclamation
National Police Week
May 11, 2008 through May 17, 2008

Whereas, The congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National police week; and

Whereas, the members of the law enforcement agency of The City of Basehor play an essential role in safeguarding the rights and freedoms of Basehor; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agency of Basehor unceasingly provide a vital public service;

Now, therefore, I Mayor Chris Garcia of The City of Basehor, call upon all citizens of Basehor and upon all patriotic, civic and educational organizations to observe the week of May 11-17, 2008, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Basehor to observe the 15th day of May 2008 as Peace Officer' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Basehor to be affixed.

Chris Garcia, Mayor

WORK SESSION AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a petition for a benefit district to finance public improvements for the Basehor Town Center project.

Department: Administration, Planning

Background/Description of Item:

A petition to establish a benefit district and issue general obligation bonds for public improvements for the Basehor Town Center project has been received from Level-4 Engineering on behalf of Affinity Development Inc. and was discussed at the work session April 14, 2008 and deferred on April 21 pending receipt of revised documents.

Three benefit districts previous proposed were combined into two districts:

	Estimated Cost of Public Improvement
1. 155 th Street from Hickory St. to approximately 1400' South	\$937,500
2. Basehor Blvd. from 155 th St. east approximately 2500' & Water	\$1,980,700
3. Basehor Town Center Sanitary Sewer	\$819,900
Total	\$3,738,100

Each benefit district is proposed to be assessed to the adjoining property owners on the basis of square footage. Gary Anderson, Gilmore and Bell, is working with Affinity Development and Level-4 Engineering to merge two of the benefit districts, Basehor Blvd and the sanitary sewer. Work is also being done to merge a funding and development agreement into one document that will make provisions for payments on behalf of the property owners on the west side of 155th Street that are included in the benefit district.

The items to be considered will include the proposed benefits to the city, liabilities or risks, whether some or all of the assessments may or should be paid by the developer on behalf of the adjoining property owners, and whether improvements to the west side of 155th Street should be required of the developer.

Revised figures and documents will be provided to the city council when they are received from legal counsel.

Funding Source: Basehor Town Center proposed benefit district

Recommendation: Approve the request for formation of a benefit district following completion of and agreement on a funding and development agreement for Affinity Development Inc. for Basehor Town Center.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 5, 2008

G+B CMTS 4/29/08

**PETITION
INSTRUCTION SHEET
FOR PUBLIC IMPROVEMENTS – ASSESSMENT PRIOR TO CONSTRUCTION**

1. All owners of record of each piece of property should sign the petition. In other words, if a piece of property is owned by both a husband and wife, then both should sign the petition; or if the property is owned by three (3) separate individuals, then all three should sign the petition.
2. If a piece of property is owned by a corporation, then the corporate officers should sign the petition in their corporate capacity. The secretary should affix the corporate seal on the petition. Title of the corporate officers shall be stated.
3. If a piece of property is owned by a partnership, then all partners should sign the petition unless the partnership agreement specifically authorizes one partner to sign on behalf of the partnership.
4. Please print or type the name and title of the person signing as a property owner. This will help the City Council determine the sufficiency of the petition.
5. Please put the place of residence of the signer in the appropriate blank. If a corporation is signing the petition, put the corporation's principal place of business.
6. In the place marked "Legal description of property owned within improvement district," please write in the legal description of the property the lot, block, and subdivision description or a description by metes and bounds. If all of the property does not fall within the improvement district, only describe that part that falls within the improvement district.
7. Provide attachments with the following information:
 - a) List of owners with square footage of each tract within improvement district with proposed estimated cost of assessment.
 - b) Engineers estimates of itemized/bid quantities with unit costs, total cost with a cost breakdown determining cost to the city at large, if any.
 - c) Estimated square footage for land acquisition and easements for each tract that will need to be procured.
8. Petitioners are to submit copies of: Articles of Corporation, Partnership Agreements, etc. along with petition.
9. Prepare on a separate sheet listing the owners and mailing addresses on all the tracts, parcels, pieces of property within the improvement district with the square footage areas affected by the improvement district.
10. Attach a drawing (sheet no larger than 8-1/2 x 14 inches), showing the improvements, with all lot information, or tracts, and ownership information. Highlight and indicate the Benefit District Boundary. Drawing should be captioned:

"Proposed Improvements for Basehor Blvd. from 155th St. to approximately 2,500' East ."
11. Fill out the Benefit District Application Form and the Estimated or Probable Cost Form.

I DON'T KNOW THAT WE NEED TO INCLUDE THE 1st 4 PAGES – IT'S NOT REQUIRED BY STATUTE AND ALL OF THIS INFO IS SHOWN ON SUBSEQUENT PAGES.

BENEFIT DISTRICT APPLICATION FORM

Applicant: Basehor Town Center, LLC Phone (913) 709-6136
Address: 9200 Indian Creek Pkwy Ste. 100 Overland Park, KS 66210
Engineer: Level-4 Engineering, LLC Phone No. (913) 317-9500
Address: 11490 Strang Line Rd. Lenexa, KS 66215

Does petition have the following filing requirements:

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 1. Description of proposed public improvements. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Legal description of improvement district with: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) improvement district boundary map attached. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is total improvement costs shown on petition. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) Attach itemized cost breakdown for construction. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Attach itemized cost breakdown for right of way. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Is proposed method of assessment shown. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) Attach sheet showing preliminary assessment on each piece of property. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Is apportionment of cost shown. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) Attach worksheet showing how cost apportionment was arrived at. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Name and address of all property owners with: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) Legal description of each piece or tract. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Assessable square footage or front footage. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

GENERAL DESCRIPTION OF IMPROVEMENT

YES NO Basehor Blvd.
 STREET - from 155th Street to approximately 2,500' East With
4 Lanes With 10 Inches Asphalt/ Concrete
2 Lanes With 10 Inches Asphalt/ Concrete
 WATER - From 155th Street to approximately 2,500' East With
2,500 Lineal Feet of 12" Inch PVC Lines
 SANITARY SEWER - 1,800 Lineal Feet of 18" Inch PVC Lines
3,387 Lineal Feet of 15" Inch PVC Lines
187 Lineal Feet of 8" Inch PVC Lines

General Location: 155th Street & Basehor Boulevard

Platted Areas in Proposed Benefit District: YES NO

Plats Pending in Proposed Benefit District: YES NO Basehor Town Center, 1st Plat
(School Site)

Number of Tracts, Parcels or Lots in District: 5

Number of Tracts, ~~Parcels or Lots~~ Signed: _____

Total Sq. Ft. in District Excluding Proposed Public R.O.W.: 11,963,644 sq. ft.

Sq. Ft. in District for Street Improvements Excluding Proposed Public R.O.W.: 5,146,304 sq. ft.

Sq. Ft. in District for Water Improvements Excluding Proposed Public R.O.W.: 5,146,304 sq. ft.

Sq. Ft. in District for Sewer Improvements Excluding Proposed Public R.O.W.: 11,963,644 sq. ft.

Total Front Footage (If Applicable): N/A

Right of Way or Easements Required: YES () NO ()

Right of Way or Easements Dedicated: YES () NO ()

Proposed Method of Assessment:

- () Square Footage Cost per S.F. \$50.34491 For Street Improvements
- () Square Footage Cost per S.F. \$50.04197 For Water Improvements
- () Square Footage Cost per S.F. \$50.06971 For Sewer Improvements

Subtotal Estimated Cost of Street Improvement: \$1,775,000

Subtotal Estimated Cost of Water Improvement: \$216,000

Subtotal Estimated Cost of Sewer Improvement: \$834,000

Total Estimated Cost of Public Improvement: \$2,825,000

Estimate Engineering Design Time: 0 Years 3 Months

Estimated Date to Begin Construction: August 2008

Estimated Completion Date: July 2009

PETITION FOR PUBLIC IMPROVEMENTS

G.B. Cmrs
4/29/08

TO: The Governing Body of the City of Basehor, Kansas:

1. We, the undersigned, ^{are} ~~being~~ owners of record of property ^{to be} ~~liable~~ for assessment for the following proposed improvements:

The construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155th 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 (the "Street Improvements"); and ^A the construction of approximately 2,500 Linear Feet of 12" water ~~line~~ with fire hydrants and all necessary and appurtenant work (the "Water Improvements"); and 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 (the "Sewer Improvements"). ^{the Street Improvements, the Water Improvements and the Sewer Improvements are collectively referred to herein as the "Improvements."} We hereby propose that such improvement be made in the manner provided by K.S.A. 12-6a01, et seq.

2. The estimated or probable cost of ^{the} ~~such~~ improvements ^{are} ~~is~~:

One Million Seven Hundred & Seventy Five Thousand Dollars (\$1,775,000) for the Street Improvements and Two Hundred & Sixteen Thousand Dollars (\$216,000) for the Water Improvements, and Eight Hundred & Thirty Four Thousand Dollars (\$834,000) for the Sewer Improvements for a total estimated or probable cost of Two Million Eight Hundred & Twenty Five Thousand Dollars (\$2,825,000).

3. The boundary of the proposed improvement district to be assessed as indicated on the attached map depicting the land indicated and described as follows.

The property to be assessed for the Street Improvements ^{and the Water Improvements} is described as:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 582.07 feet; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said 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 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 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, 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 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an 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 an 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 seconds, 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, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter; thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250.00 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70 degrees 59 minutes 17 seconds East, a radius of 350.00 feet, and a central

angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800.00 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West 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 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425.00 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120.00 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87 feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350.00 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500.00 feet, for a distance of 118.60 feet thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300.00 feet and a central angle of 21 degrees 57 minutes 14 seconds, for a distance of 114.95 feet; thence North 68 degrees 21 minutes 57 seconds West a distance of 109.48 feet; thence South 87 degrees 57 minutes 12 seconds West, parallel with the North line of said Southwest Quarter, a distance of 1050.00 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 130.00 feet; thence South 87 degrees 57 minutes 12 seconds West a distance of 121.01 feet; thence South 01 degrees 24 minutes 41 seconds East a distance of 128.58 feet; thence South 88 degrees 23 minutes 19 seconds West a distance of 560.00 feet to the West line of said Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, to said West line, a distance of 392.84 feet to the POINT OF BEGINNING.
CONTAINS: 5,410,406.39 SQ. FT. OR 124.20584 ACRES.

↑ More description of ^{Sewer} ~~Set~~ ^{Water +} Improvements up.

The property to be assessed for the Water Improvements is described as:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 582.07 feet; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said 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 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 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, 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 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an 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 an 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 seconds, 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, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter; thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250.00 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70 degrees 59 minutes 17 seconds East, a radius of 350.00 feet, and a central angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800.00 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West 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 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425.00 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120.00 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87 feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350.00 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500.00 feet, for a distance of 118.60 feet thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300.00 feet and a central angle of 21 degrees 57 minutes 14 seconds, for a distance of 114.95 feet; thence North 68 degrees 21 minutes 57 seconds West a distance of 109.48 feet; thence South 87 degrees 57 minutes 12 seconds West, parallel with the North line of said Southwest Quarter, a distance of 1050.00 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 130.00 feet; thence South 87 degrees 57 minutes 12 seconds West a distance of 121.01 feet; thence South 01 degrees 24 minutes 41 seconds East a distance of 128.58 feet; thence South 88 degrees 23 minutes 19 seconds West a distance of 560.00 feet to the West line of said Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, to said West line, a distance of 392.84 feet to the POINT OF BEGINNING.

CONTAINS: 5,410,406.39 SQ. FT. OR 124.20584 ACRES.

The property to be assessed for the Sewer Improvements is described as:

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;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1329.41 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1320.42 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 555.74 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 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 1879.02 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING.

CONTAINS 12,260,986.97 SQUARE FEET OR 281.47353 ACRES

4. Method of Assessment:

~~(a)~~ The proposed method of assessment for the improvement is : Equally per square
foot.

5. The proposed apportionment of costs between the improvement district and the city at large is

One Hundred percent (100%) to be assessed against the improvement district
and
Zero percent (0%) to be paid by the city at large.

The costs apportioned to the improvement district shall be further allocated as follows:

(a) all costs of the ~~Street~~ ^{Street} Improvements shall be allocated only to that property designated in paragraph 3 of this Petition as the property to be assessed for the ~~Street and Water~~ ^{Improvements and} Improvements; and (b) all costs of the ~~Water~~ ^{Water} Improvements shall be allocated only to that property designated in paragraph 3 of this Petition as the property to be assessed for the ~~Street and Water~~ ^{Improvements} Improvements; and (c) all costs of the Sewer Improvements shall be allocated only to that property designated in paragraph 3 of this Petition as the property to be assessed for Sewer Improvements.

6. We further propose that such improvement be made without notice and hearing as required by K.S.A. 12-6a04 (a).

7. Names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the petition, or later than seven (7) days after this petition is filed, whichever occurs first.

8. We hereby agree that all costs incurred for the preparation, administration, engineering fees, etc. shall be assessed against the improvement district and city-at-large based upon the method of assessment and the apportionment of costs described herein regardless of the completion of the construction of the improvement.

9. Petitioners signing for the public improvement hereby agree that if in the event there is property in the improvement district that is outside the corporate limits of the city of Basehor, the owners of such property will petition for annexation prior to the time the governing body of the city of Basehor considers approval of the public improvement.

10. When applicable, any petitioner signing for a public improvement, hereby agrees to dedicate or convey the necessary easements to accommodate said improvement.

11. We further propose that the improvement be assessed prior to construction pursuant to the authority of K.S.A. 12-6a09(c).

12. Signed right-of-way donations and any necessary easements based upon the preliminary construction plan shall be provided prior to publication of the resolution approving the benefit district for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large. If a property owner refuses to donate land for right-of-way for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large, the Governing Body will assess all costs of purchasing right-of-way for that property upon the non-donating property owner pursuant to K.S.A. 12-692.

CERTIFICATION

STATE OF _____)
COUNTY OF _____) SS:

I, _____, hereby certify that the signatures appearing on the
Petition Signature Sheets, consisting of _____ pages, are genuine and the addresses opposite the
names are correct.

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My commission expires:

CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS:

I, the undersigned, do hereby certify that I, have personally contacted all property owners within the proposed improvement district and have fully explained the project to them, unless otherwise noted below:

PROPERTY OWNERS NOT CONTACTED

<u>NAME & ADDRESS</u>	<u>LEGAL DESCRIPTION</u>	<u>REASON NOT CONTACTED</u>
---------------------------	--------------------------	-----------------------------

DATED this _____ day of _____ 20 _____.

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

Owner: Basehor Town Center, LLC
 Address: 9200 Indian Creek Pkwy.
Suite 100
Overland Park, KS 66210

Legal description of property owned within improvement district:
 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.

Estimated Assessable (sq. ft.) for:	Street Improvements	3,407,117	Water Improvements	3,407,117	Sewer Improvements	3,407,117
Estimated Assessment Amount for:	Street Improvements	\$1,175,140.97	Water Improvements	\$143,003.07	Sewer Improvements	\$237,514.22
Total Estimated Assessment Amount		\$1,555,658.26				

Date: _____ Signature: _____
 Time: _____ Signature: _____

Owner: Basehor Town Center, LLC
 Address: 9200 Indian Creek Pkwy.
Suite 100
Overland Park, KS 66210

Legal description of property owned within improvement district:
 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.

Estimated Assessable	Street		Water		Sewer	
(sq. ft.) for:	Improvements	0	Improvements	0	Improvements	871,200
Estimated Assessment	Street		Water		Sewer	
Amount for:	Improvements	\$0	Improvements	\$0	Improvements	\$60,732.40
Total Estimated Assessment Amount		\$60,732.40				

Date: _____ Signature: _____
 Time: _____ Signature: _____

Owner: Basehor - Linwood USD No. 458
 Address: 2008 N. 155th Street
Basehor, KS 66007

Legal description of property owned within improvement district:

Part of the NW ¼ 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 ¼; thence N 87° 57' 12" E, along the South line of said NW ¼, a distance of 1,985.42 feet; thence N 43° 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° 17' 40" W a distance of 740.35 feet; thence N 58° 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° 41' 25" E a distance of 326.61 feet; thence S 40° 11' 24" E a distance of 250.30 feet; thence S 28° 54' 28" E a distance of 62.87 feet; thence S 18° 43' 42" E a distance of 73.43 feet; thence S 03° 28' 46" E a distance of 47.40 feet; thence S 17° 41' 20" W a distance of 145.00 feet; thence N 72° 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° 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.

Estimated Assessable (sq. ft.) for:	Street Improvements	491,584	Water Improvements	491,584	Sewer Improvements	491,584
Estimated Assessment Amount for:	Street Improvements	\$169,551.12	Water Improvements	\$20,632.70	Sewer Improvements	\$34,268.91

Total Estimated Assessment Amount \$224,452.73

Date: _____ Signature: _____
 Time: _____ Signature: _____

Owner: Hazel H. and Larry J. Rix
 Address: 174 Sunset Circle
Palisade, CO 81526

Legal description of property owned within improvement district:
 ALL OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BENINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1329.41 FEET, TO THE SOUTHEAST CORNER 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 1320.42 FEET TO 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 1320.18 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 1,754,136.81 SQUARE FEET OR 40.26940 ACRES.

Except:

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:

BENINNING 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.

Estimated Assessable (sq. ft.) for:	Street Improvements	0	Water Improvements	0	Sewer Improvements	849,702
Estimated Assessment Amount for:	Street Improvements	\$0	Water Improvements	\$0	Sewer Improvements	\$59,233.75
Total Estimated Assessment Amount		\$59,233.75				

Date: _____ Signature: _____
 Time: _____ Signature: _____

Owner: Jerry L. Mussett and Ruth Ann Mussett

Address: 15420 Hickory Road

Basehor, KS 66007

Legal description of property owned within improvement district:

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 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.

Except:

Part of the NW ¼ 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 ¼; thence N 87° 57' 12" E, along the South line of said NW ¼, a distance of 1,985.42 feet; thence N 43° 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° 17' 40" W a distance of 740.35 feet; thence N 58° 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° 41' 25" E a distance of 326.61 feet; thence S 40° 11' 24" E a distance of 250.30 feet; thence S 28° 54' 28" E a distance of 62.87 feet; thence S 18° 43' 42" E a distance of 73.43 feet; thence S 03° 28' 46" E a distance of 47.40 feet; thence S 17° 41' 20" W a distance of 145.00 feet; thence N 72° 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° 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.

Estimated Assessable (sq. ft.) for:	Street Improvements	<u>1,247,603</u>	Water Improvements	<u>1,247,603</u>	Sewer Improvements	<u>6,344,041</u>
Estimated Assessment Amount for:	Street Improvements	<u>\$430,307.91</u>	Water Improvements	<u>\$52,364.23</u>	Sewer Improvements	<u>\$442,250.72</u>
Total Estimated Assessment Amount		<u>\$924,922.86</u>				

Date: _____ Signature: _____
Time: _____ Signature: _____

ESTIMATED OR PROBABLE COST

Move to end.

PREPARED BY: Level-4 Engineering, LLC

DATE: April 21, 2008 EST. CONSTRUCTION TIME: YRS _____ MOS 11

INSERT
EXTRA
LINE

~~STREET IMPROVEMENTS~~ center
ESTIMATED OR PROBABLE CONSTRUCTION COST \$ 1,237,000

~~LAND ACQUISITION COSTS (ATTACH ITEMIZED LIST EA TRACT)~~ \$ 0

TOTAL COST:= \$ 1,237,000

INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR) \$ 173,180

TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250) \$ 6,185

PETITION PREPARATION \$ 2,695

ENGINEERING & CONST. STAKING (10%) \$ 123,700

ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS) \$ 86,590

LEGAL NOTICE \$ 200

CERTIFICATES OF TITLE (\$20.00/OWNERSHIP) \$ 80

TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP) \$ 20

BOND ISSUANCE COST (1.75% OF TOTAL COST) \$ 21,650

RESERVE FOR CONTINGENCY (10% OF TOTAL COST) \$ 123,700

~~OTHER~~ \$

} - Delete extra lines

SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR STREET IMPROVEMENTS = \$ 1,775,000

WATER IMPROVEMENTS

\$ _____

~~ESTIMATED OR PROBABLE COST~~

PREPARED BY: Level-4 Engineering, LLC
DATE: April 21, 2008 EST. CONSTRUCTION TIME: YRS _____ MOS 11

WATER IMPROVEMENTS

ESTIMATED OR PROBABLE CONSTRUCTION COST \$ 147,000

~~LAND ACQUISITION COSTS (ATTACH ITEMIZED LIST EA TRACT)~~ \$ 0

TOTAL COST:= \$ 147,000

INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF
CONSTRUCTION TIME + 1 YEAR) \$ 20,580

TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250) \$ 735

PETITION PREPARATION \$ 620

ENGINEERING & CONST. STAKING (LUMP SUM) \$ 19,500

ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS) \$ 10,290

LEGAL NOTICE \$ 0

CERTIFICATES OF TITLE (\$20.00/OWNERSHIP) \$ 0

TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP) \$ 0

BOND ISSUANCE COST (1.75% OF TOTAL COST) \$ 2,575

RESERVE FOR CONTINGENCY (10% OF TOTAL COST) \$ 14,700

~~OTHER:~~ \$ 0

SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR WATER IMPROVEMENTS = \$ 216,000

~~ESTIMATED OR PROBABLE COST~~

PREPARED BY: Level-4 Engineering, LLC
DATE: April 18, 2008 EST. CONSTRUCTION TIME: YRS _____ MOS 11

SEWER IMPROVEMENTS

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>580,000</u>
LAND ACQUISITION COSTS (ATTACH ITEMIZED LIST EA. TRACT)	\$ <u>0</u>
TOTAL COST: =	\$ <u>580,000</u>
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>81,200</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>2,900</u>
PETITION PREPARATION	\$ <u>3,150</u>
ENGINEERING & CONST. STAKING (10%)	\$ <u>58,000</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>40,600</u>
LEGAL NOTICE	\$ <u>0</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>0</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>0</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST) <i>leave in.</i>	\$ <u>10,150</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>58,000</u>
OTHER.	\$ _____

SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR SEWER IMPROVEMENTS = \$ 834,000

*Total Estimated Costs
All Improvements = \$ 2,825,000*



Basehor Town Center
Engineer's Opinion of Probable Cost
Street Improvements
 April 21, 2008

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost / Unit</u>	<u>Cost</u>
Infrastructure				
1	Streets			
	Signage	1	Lump Sum \$	5,000 \$ 5,000
	Striping	1	Lump Sum \$	5,600 \$ 5,600
	5' Sidewalk	2,400	Lf. \$	15 \$ 36,000
	Transition	530	Lf. \$	200 \$ 106,000
	36' Collector	820	Lf. \$	200 \$ 164,000
	Boulevard	1,100	Lf. \$	250 \$ 275,000
	Large Round-About	1	Lump Sum \$	40,000 \$ 40,000
	Small Round-About	1	Lump Sum \$	25,000 \$ 25,000
	8' Sidewalk	2,400	Lf. \$	24 \$ 57,600
2	Temporary Construction Road			
	20' Wide x 8" Thick (2"-3" AB3 Gravel)	1,550	Lf. \$	22 \$ 34,100
	Maintenance	1	Lump Sum \$	5,400 \$ 5,400
3	Storm Sewer			
	Structures	12	Ea. \$	3,000 \$ 36,000
	Small Pipe	100	Lf. \$	35 \$ 3,500
	Medium Pipe	1,000	Lf. \$	60 \$ 60,000
	Large Pipe	900	Lf. \$	120 \$ 108,000
	End Structures	1	Ea. \$	700 \$ 700
	Retention Basin	1	Ea. \$	80,000 \$ 80,000
	Outlet Structures	1	Ea. \$	12,000 \$ 12,000
4	Street Lights			
		21	Ea. \$	4,000 \$ 84,000
5	Erosion Control and Seeding			
		1	Lump Sum \$	40,000 \$ 40,000
6	Contingency (5%)			
		1	Lump Sum	\$ 58,900
			Total Opinion of Probable Cost: \$ 1,237,000	



Basehor Town Center
Engineer's Opinion of Probable Cost
Water Improvements
April 21, 2008

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost / Unit</u>	<u>Cost</u>
Infrastructure				
1 <i>Water Line</i> 12" Pipe	2,450	Lf.	\$ 60	\$ 147,000
Total Opinion of Probable Cost:				\$ 147,000

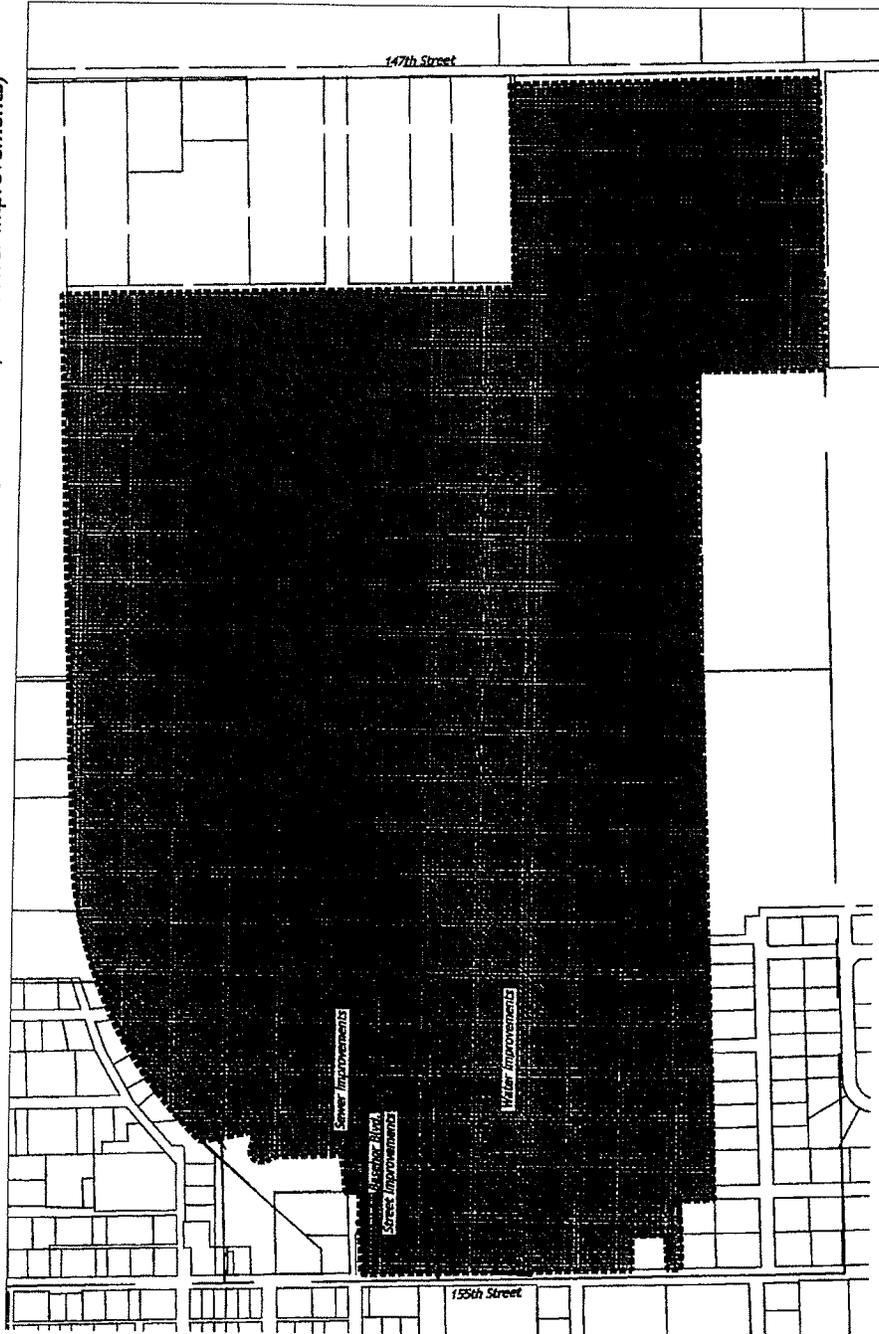


Basehor Town Center
Engineer's Opinion of Probable Cost
Sewer Improvements
 April 21, 2008

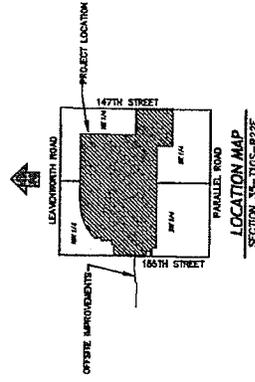
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost / Unit</u>	<u>Cost</u>
Sanitary Sewer				
1	<i>Sewer Pipe (Offsite)</i>			
	15" PVC SDR 26	483	Lf. \$	90 \$ 43,470
	18" PVC SDR 26	1,800	Lf. \$	100 \$ 180,000
2	<i>Sewer Pipe (Onsite)</i>			
	8" PVC SDR 35	187	Lf. \$	55 \$ 10,285
	15" PVC SDR 26	2,904	Lf. \$	90 \$ 261,360
3	<i>Landscaping</i>			
	Gazebo	1	Lump Sum \$	4,000 \$ 4,000
	Sod	1	Lump Sum \$	9,000 \$ 9,000
	Fence	1	Lump Sum \$	3,000 \$ 3,000
	Plantings	1	Lump Sum \$	3,000 \$ 3,000
4	<i>Sidewalk Replacement</i>			
		300	Lf. \$	15 \$ 4,500
5	<i>Street Crossing</i>			
	Signage	1	Lump Sum \$	5,000 \$ 5,000
	Repair	1	Lump Sum \$	8,000 \$ 8,000
6	<i>Pump Rentals</i>			
		1	Lump Sum \$	7,000 \$ 7,000
7	<i>Erosion Control & Seeding</i>			
		1	Lump Sum \$	25,180 \$ 25,180
8	<i>Sod</i>			
		1	Lump Sum \$	10,000 \$ 10,000
9	<i>Geotechnical Borings</i>			
		1	Lump Sum \$	6,200 \$ 6,200
			<u>Gravity Sewer Total: \$ 580,000</u>	

Exhibit A

Proposed Improvements for Basehor Town Center
(Street Improvements, Water Improvements, and Sewer Improvements)



- Benefit District Boundary
- Area of Improvement
- Area of Street & Water Assessment
- Area of Sewer Assessment



LOCATION MAP
SECTION 35-7105-R22E



ENGINEERING LLC
Developing Smart Ideas
2017 South 20th Street | Leaworth, Kansas 66044 | (913) 882-2000 | (913) 882-2000 (T)

Carl Slaugh

From: RIEKHOF, GINA [GRiekhof@gilmorebell.com]
Sent: Wednesday, April 16, 2008 4:53 PM
To: pheaven@lathropgage.com; scajanding@lathropgage.com; jvandersteen@affinitydevinc.co;
rrodel@affinitydevinc.com; callduncan@aol.com; Carl Slaugh; preavey@desotoks.us;
Vahrenberg, Gregory (Greg)
Cc: ANDERSON, GARY
Subject: Basehor Town Center - Draft Development Agreement
Attachments: Development Agreement v1a.doc

Ladies and Gentlemen,

Attached please find the first draft of a development agreement related to the proposed Basehor Town Center improvement districts. This agreement incorporates the concepts we discussed with the City and with Pete yesterday. We have also merged the Funding Agreement into this Agreement to reduce the number of separate documents the Council will need to consider.

In the interest of time, we are circulating this draft to everyone at the same time. The City has not yet had the opportunity to review and comment on this document, so the document is subject to change based on comments provided to us by our client.

Please review and provide us comments at your earliest convenience. As always, please do not hesitate to contact Gary or me if you have questions or concerns.

Best Regards,

Gina

Gina M. Riekhof
GILMORE & BELL, P.C.
Main: 816.221.1000
Direct: 816.218.7536
Fax: 816.221.1018

4/29/2008

**BASEHOR TOWN CENTER IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT**

by and between the

CITY OF BASEHOR, KANSAS

and

BASEHOR TOWN CENTER, LLC

DATED AS OF MAY _____, 2008

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**BASEHOR TOWN CENTER IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between 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"), 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, the "Parties"), and is dated as of May ___, 2008.

RECITALS

WHEREAS, on May ___, 2008, the Developer filed with the City Clerk the 155th 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 155th Street Improvement District Petition requests that the City create the 155th Street Improvement District, construct the 155th Street Improvements, assess the costs thereof against the 155th Street Improvement District, and issue the City's general obligation temporary notes and bonds to finance the costs of the 155th 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 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 as 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 _____ (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 Developer to the City Clerk on _____, 2008, 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 [*insert description from 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 District Costs” means a certificate relating to Improvement District 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 Event of Default” means any event or occurrence defined in **Section 9.02** of this Agreement.

“City Expenses” means the expenses described in **Section _____** 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 Developer 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 Representative” means _____ and _____ and such other person or persons at the time designated to act on behalf of the Developer in matters relating to this Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Developer.

“Developer’s Property” means any real property within the Improvement Districts that is owned by the Developer or any Related Entity. The Developer’s Property as of the date of this Agreement 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 determined by the ordinance(s) levying Special Assessments.

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

“Estimated Developer’s Annual Special Assessment” means \$ _____, 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, 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 ____ equal annual installments in accordance with **Section 3.02(A)**.

“Estimated Total Special Assessments” means \$ _____, 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 155th Street Improvements, the Water Line Improvements, and the Sewer Line Improvements, all determined in accordance with the Act.

“Improvement Costs Cap” means, with respect to the Basehor Boulevard Improvements, \$ _____; with respect to the 155th Street Improvements, \$ _____; with respect to the Water Line Improvements, \$ _____; and with respect to the Sewer Line Improvements, \$ _____.

“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.

“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 155th Street Improvement District and the Basehor Boulevard Improvement District.

“Improvements” means, collectively, the Basehor Boulevard Improvements, the 155th Street Improvements, the Water Line Improvements, and the Sewer Line Improvements.

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

“155th Street Improvement District Petition” means the petition submitted by the Developer to the City Clerk on _____, 2008, requesting that certain improvements be made to 155th Street and the costs of such improvements be assessed against the property described therein, all in accordance with the Act.

“155th Street Improvements” means [*insert description from Petition*].

“155th 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.

“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, as described in _____.

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

“Sewer Line Improvements” means [*insert description from 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.

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

“Water Line Improvements” means [*insert description from 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 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 Material Change. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

E. 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, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

F. 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.

G. Approvals. Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer 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 Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. 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 Developer 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.

I. Compliance with Laws. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

J. Other Disclosures. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not 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 2.03. 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 Developer shall submit the following documents 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 title insurance commitment, dated no earlier than six months prior to the date of execution of this Agreement, regarding the Developer's acquisition of a fee simple ownership to the Developer's Property, subject only to title exceptions of record that have no effect on the Developer's ability to construct the Project; and
- E. An appraisal acceptable to the City and dated no earlier than twelve months prior to the date of execution of this Agreement, which demonstrates that the appraised value of the Developer's Property is in excess of the Estimated Total Special Assessments.

ARTICLE III

THE IMPROVEMENT DISTRICTS

Section 3.01. Creation of the Improvement Districts.

- A. The Developer has taken all actions required by the Act to present the Petitions to the City Council. The Developer agrees to cooperate in good faith to provide such additional information, as deemed necessary by the City, to allow for full consideration of the Petitions by the City Council.
- B. The Parties acknowledge and agree that the creation of an improvement district by the City is a legislative act, that the City cannot agree by contract to take future legislative action, and that the City will consider the Petitions in good faith pursuant to the Act and the terms of this Agreement.
- C. The Developer hereby agrees 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 imposed pursuant to the Act. Developer acknowledges and agrees that this waiver is freely given and will 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 in the Developer 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 ___ 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 155th Street Improvement District located west of 155th Street, all Special Assessments levied against such property (the "155th Street Prepayment"). The 155th Street Prepayment shall be made by the Developer to the City during the Prepayment Period. If the 155th Street Prepayment is not made before the expiration of the Prepayment Period, the City shall, on the 31st day after publication of the ordinance levying Special Assessments against the 155th Street Improvement District, draw on the Letter of Credit provided pursuant to **Section 6.02(B)** hereof to pay the 155th Street Prepayment.

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. Notwithstanding anything to the contrary in the Improvement District Proceedings, if the Developer or any Related Entity fails to pay when due any of the Developer's Special Assessments, the City shall ****[call on]**** the Letter of Credit provided pursuant to **Section 6.02(B)** hereof to pay that portion of the Developer's Special Assessments that is due and payable on such date.

Section 3.03. City Expenses.

A. City Expenses, Generally. The Developer acknowledges that the City does not have a source of funds to finance costs incurred for legal, financial and planning consultants or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer and the City to review, evaluate, process and consider the Petitions and this Agreement (the "City Expenses").

B. Initial Deposit. In order to insure the prompt and timely payment of the City Expenses, the Developer shall establish a fund in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. The City shall pay initial City Expenses from the Deposit and shall promptly submit an itemized statement for such City Expenses to the Developer to re-establish the Deposit so that there is always a Ten Thousand Dollar (\$10,000.00) cash balance available against which additional charges and payments may be applied on a current basis. The City shall submit monthly statements itemizing the City Expenses paid from the Deposit during the preceding month.

C. Additional Funding.

1. The City shall submit to Developer an itemized statement for reasonable administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 9.03**. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

2. The City and the Developer agree that the Developer shall reimburse the City for its administrative expenses and actual out-of-pocket expenses necessary to perform the City's obligations hereunder using Reavey Law LLC as counsel to the City, Piper Jaffray & Co. as financial advisor to the City, Gilmore & Bell, P.C. as bond counsel, and such other special

consultants and advisors as the City deems necessary to perform its obligations under this Agreement.

D. Disbursement of Funds. The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the City shall make its records available for inspection by Developer with respect to such disbursements.

E. Reimbursement By the City. All amounts paid by the Developer to the City pursuant to this Section shall constitute costs chargeable to the Improvement Districts, except for any amounts attributable to the preparation and review of any agreements between the Developer and the City or among the Developer, the City and any third party, to the extent such agreements are related to the Developer's reimbursement to the City or any third party for all or any portion of any costs to be assessed against the City's or such third party's property as a result of the Improvement Districts.

ARTICLE IV

CONSTRUCTION OF IMPROVEMENTS

Section 4.01. Design and Engineering of the Improvements.

A. The Developer 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 Developer, 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 Developer as agent for the City. The Developer 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 Developer, 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 Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be 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 Developer 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 Developer 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 Developer 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 Developer shall provide for all public works bonds required by K.S.A. 60-1111 and any other performance and/or payment bonds required by the City prior to the commencement of construction of the Improvements. The Developer shall indemnify the City and its officers and employees for any damage resulting from failure of the Developer to provide the bonds set forth in this subsection.

D. Antidiscrimination During Construction. The Developer, for itself, its successors and assigns, and any contractor with whom the Developer 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 Developer 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 Developer. 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 Developer shall pay for all Improvement Costs that exceed the Improvement Costs Cap.

Section 4.03. Rights-of-Way and Easements. 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.

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 Developer shall commence construction of the Improvements in good and workmanlike manner in accordance with the terms of this Agreement. The Developer shall cause the Improvements to be completed with due diligence. Upon reasonable advance notice, the Developer 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 Developer has commenced construction of the Improvements, the Developer 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, assuming 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 Developer 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 Developer's agreements and covenants to construct the Improvements.

ARTICLE V**REIMBURSEMENT OF IMPROVEMENT COSTS**

Section 5.01. Improvement Costs, Generally. In consideration for the Developer's agreement to construct the Improvements, the City agrees to reimburse the Developer 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. Developer to Advance Costs. The Developer agrees to advance all Improvement Costs as necessary to complete the Improvements. Upon or prior to execution of this Agreement, the Developer shall deposit with the City the funds set forth in Section 3.03 for the purpose of reimbursing the City for City Expenses related to planning, legal, administrative and other costs associated with the Improvements, the Improvement Districts and this Agreement.

Section 5.03. City's Obligation to Reimburse Developer. Subject to the terms of this Agreement and the conditions in this Section, the City agrees to reimburse Developer for Improvement Costs in a total amount not to exceed the Improvement Costs Cap. Developer 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 Developer until proceeds of Improvement District Obligations are available. The Parties agree that all reimbursement to the Developer shall be made only from Improvement District Obligations. Nothing in this Agreement shall obligate the City to issue Improvement District Obligations to reimburse Developer for any cost that is not both an Improvement Cost and a "cost" as defined by the Act.

Section 5.04. Developer Reimbursement Process.

A. All requests for reimbursement 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 shall be submitted by the Developer to the City not more often than monthly. The Developer 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, the payee, a brief description of the type of cost paid, the amount paid, and shall indicate whether such cost is attributable to the 155th Street Improvements, the Basehor Boulevard Improvements, the Sewer Line Improvements or the Water Line Improvements. If any cost 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.. The Developer shall provide such additional information as reasonably requested by the City to confirm that the such costs have been paid and qualify as Improvement Costs.

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 Developer'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 Developer. 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; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, 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 thirty (30) 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 Developer in writing of the reason for such disapproval within such 30-day period. Approval of the Certificate of Improvement Costs will not be unreasonably withheld.

Section 5.05 Right to Inspect and Audit. The Developer 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 Developer'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).

Section 5.06. Limitation on City's Payment Obligations. Notwithstanding any other term or provision of this Agreement, the City's obligation to reimburse the Developer for Improvement Costs shall be limited to proceeds of the Improvement District Obligations, and shall not be payable from any other source.

ARTICLE VI

IMPROVEMENT DISTRICT OBLIGATIONS

Section 6.01. Conditions to the Issuance of Improvement District Obligations. After the following conditions have been satisfied, the Developer may make a written request to the City to issue Improvement District Obligations, and the City agrees to take all reasonably necessary steps to consider the issuance of 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 right 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 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.

D. ****[The property owned by the Developer within the Improvement Districts shall have been rezoned to Planned Unit Development in accordance with the City Code.]****

E. The City shall have received an appraisal acceptable to the City, which assumes that the Improvements have been constructed and which demonstrates that the value of the Developer's Property is not less than 200% of the Estimated Total Special Assessments.

F. The City shall have received the Letter of Credit as further described in **Section 6.02** hereof.

Section 6.02. Security for the Improvement District Obligations.

A. 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 Issuer 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.

B. In consideration for the City issuing its Improvement District Obligations, and as additional security for such Improvement District Obligations, the Developer shall provide a letter of credit in favor of the City, with the following terms (the "Letter of Credit"):

1. The Letter of Credit shall be from a bank satisfactory to the City and shall be equal to **three years** of Special Assessments (including interest thereon) levied against the Developer's Property.

a. Prior to the City's adoption of any ordinance levying Special Assessments, as further provided in **Section 3.02** hereof, the amount of the Letter of Credit shall be \$_____. This amount is determined by (1) multiplying by three the Estimated Developer's Annual Special Assessments; and (2) adding the Estimated 155th Street Prepayment.

b. After the City's adoption of any ordinance levying Special Assessments, the amount of the Letter of Credit shall be adjusted to an amount determined by multiplying by three the sum of the following costs: (i) the actual Annual Special Assessments levied against all of the Developer's Property and (ii) the actual rate of interest on the Improvement District Obligations issued to provide permanent financing for the Improvements.

2. To the extent the Developer sells property at fair market value within the Improvement Districts to Unrelated Entities, the Developer may reduce the amount of the Letter of Credit by that portion of the Letter of Credit that is attributable to Special Assessments on such property purchased by Unrelated Entities. Reductions in the amount of the Letter of Credit may be made not more often than once each calendar quarter, and may only be made after the City's approval of a written request by the Developer, in substantially the form attached hereto as **Exhibit D**.

3. Subject to the allowable reductions in the amount of the Letter of Credit, as provided herein, the Letter of Credit shall remain in force so long as any Special Assessments related to the Developer's Property are unpaid.

4. Notwithstanding anything to the contrary in this Agreement, no Letter of Credit shall be required if the Developer and any Related Entities own less than 25% of the total square footage of that real property within the Basehor Boulevard Improvement District to be assessed for the Sewer Line Improvements.

Section 6.03. Terms of Improvement District Obligations.

A. Upon the Developer's satisfaction of the conditions set forth in **Section 6.01** hereof, the City shall use its best efforts to 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 Developer 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 Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer 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). The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer 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. Notwithstanding the foregoing, no tenant of any part of the Improvement District shall be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Improvement District except the Developer shall be entitled to any rights whatsoever or claim upon any rights of the Developer to reimbursement of Improvement Costs as set forth herein, except as specifically authorized in writing by the Developer.

C. The foregoing restrictions on assignment, transfer and conveyance shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, or (b) the sale of any portion of the Improvement Districts for the sole purpose of purchasing or leasing the proposed residential portions of the Project for residential purposes.

ARTICLE VIII

GENERAL COVENANTS

Section 8.01. Indemnification of City.

A. 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:

1. the Developer's actions and undertaking in implementation of the Improvements or this Agreement; and
2. the negligence or willful misconduct of Developer, 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 Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, 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. 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 Developer owns or has control of real property pursuant to any of Developer'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. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which 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 Developer of the occurrence of such event.

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

Section 8.02. Insurance.

A. At all times, the Developer shall maintain such insurance on the Developer's Property as required by any lender(s) to the Developer.

B. During construction of the Improvements, the Developer shall maintain insurance in favor of the City against all such risks and in such amounts, with such deductible provisions as are customary with 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. Developer Event of Default. Except as further provided herein, and subject to **Section 9.05**, 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.

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 the 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 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 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.

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

1. The City shall have the right to terminate this Agreement or terminate the Developer’s rights under this Agreement.

2. 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 any Developer Event of Default, the City shall have no obligation to (i) reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer or (ii) make any payments with respect to Improvement District Obligations held by the Developer or any assignee of the Developer; or (iii) issue any Improvement District Obligations.

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 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 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 Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

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

2. The Developer 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 Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer 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 Developer, then and in every case the Developer 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 Developer shall continue as though no such proceeding had been instituted.

C. The exercise by the Developer 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 Developer shall apply to obligations beyond those expressly waived.

D. Any delay by the Developer 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 Developer of any specific default by the 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 9.05. Excusable Delays. Neither the City nor the Developer 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 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.

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 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 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 Developer'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 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 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 or the Developer is required, or the City 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 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.

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. 155th Street
Basehor, Kansas 66007

With a copy to:

Patrick Reavey, City Attorney

and

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

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 Developer, 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

EXHIBIT B**FORM OF CERTIFICATE OF IMPROVEMENT COSTS**

CERTIFICATE OF IMPROVEMENT COSTS

TO: City of Baschor, Kansas
Attention: City Administrator

Re: [155th 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 May ____, 2008 (the "Agreement") between the City 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 [155th Street Improvements][Basehor Boulevard Improvements][Sewer Line Improvements][Water Line Improvements] after May ____, 2008.
2. These Improvement Costs have been paid by the Developer and 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 Developer 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 Developer 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 Developer Event of Default under the Agreement.
9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

BASEHOR TOWN CENTER, LLC,
a Kansas limited liability company

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.*

CERTIFICATE OF FULL COMPLETION

The undersigned, **BASEHOR TOWN CENTER, LLC.** (the “**Developer**”), pursuant to that certain Basehor Town Center Improvement District Development Agreement dated as of May __, 2008, between the **CITY OF BASEHOR, KANSAS** (the “**City**”) 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 [155th 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 [155th 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 [155th 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 [155th Street Improvement District][Basehor Boulevard Improvement District], Developer 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 Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the construction of the Improvements related to the [155th 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 Developer’s agreements and covenants to construct the Improvements related to the [155th Street Improvement District][Basehor Boulevard Improvement District].

This Certificate shall be recorded in the office of the Leavenworth County Recorder of Deeds against all of the Developer's Property which is subject to the Agreement. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

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____.

BASEHOR TOWN CENTER, LLC
a Kansas limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF BASEHOR, KANSAS

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

FORM OF LETTER OF CREDIT REDUCTION REQUEST

LETTER OF CREDIT REDUCTION REQUEST

TO: City of Basehor, Kansas
Attention: City Administrator

Re: Basehor Town Center Improvement District Development Agreement

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

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

1. Attached hereto is documentation demonstrating that certain real property within the Improvement Districts (the "Transferred Property") has been sold at fair market value.
2. The purchaser of the Transferred Property is an Unrelated Entity.
3. The total square footage of the Transferred Property is _____ square feet.
4. The Annual Special Assessments or Estimated Annual Special Assessments attributable to the Transferred Property is \$_____.
5. Pursuant to **Section 6.02(B)(2)**, the Developer hereby requests that the amount of the Letter of Credit be reduced by \$_____ [*insert amount equal to three times the amount set forth in Paragraph 4 of this Request*].
6. The Developer 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 Developer Event of Default under the Agreement.
7. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

BASEHOR TOWN CENTER, LLC,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

Approved this ____ day of _____, 20 ____ :

CITY OF BASEHOR, KANSAS

By: _____

Title: _____

Basehor Town Center
Benefit District and Development Agreement

From: RIEKHOF, GINA [mailto:GRiekhof@gilmorebell.com]
Sent: Wednesday, April 16, 2008 4:53 PM
To: pheaven@lathropgage.com; scajanding@lathropgage.com; jvandersteen@affinitydevinc.co;
rrodel@affinitydevinc.com; callduncan@aol.com; Carl Slaugh; preavey@desotoks.us; Vahrenberg,
Gregory (Greg)
Cc: ANDERSON, GARY
Subject: Basehor Town Center - Draft Development Agreement

Ladies and Gentlemen,

Attached please find the first draft of a development agreement related to the proposed Basehor Town Center improvement districts. This agreement incorporates the concepts we discussed with the City and with Pete yesterday. We have also merged the Funding Agreement into this Agreement to reduce the number of separate documents the Council will need to consider.

In the interest of time, we are circulating this draft to everyone at the same time. The City has not yet had the opportunity to review and comment on this document, so the document is subject to change based on comments provided to us by our client.

Please review and provide us comments at your earliest convenience. As always, please do not hesitate to contact Gary or me if you have questions or concerns.

Best Regards,

Gina

Gina M. Riekhof
GILMORE & BELL, P.C.
Main: 816.221.1000
Direct: 816.218.7536
Fax: 816.221.1018

From: ANDERSON, GARY [mailto:GANDERSON@GilmoreBell.com]
Sent: Friday, April 18, 2008 6:16 AM
To: Patrick Reavey; RIEKHOF, GINA
Cc: Carl Slaugh; cityclerk@cityofbasehor.org
Subject: RE: Development Agreement v1a (2).doc

I spoke with the Developer's attorney yesterday. My impression is that there only substantive issue was that they want to propose an alternative to the Letter of Credit if they can demonstrate that the property in the assessment district has a value of 2.5x the amount of the assessments. Pete Heaven said he was meeting with Mike Duncan today and I expect we will see something proposed changes in this regard. My belief is that they won't propose other substantial revisions, but we'll have to see.

We have not seen revised benefit district petitions yet, Gina will follow up with Level 4 to check.
Gary

From: Patrick Reavey [mailto:preavey@desotoks.us]
Sent: Thursday, April 17, 2008 6:09 PM
To: RIEKHOF, GINA; ANDERSON, GARY
Cc: Carl Slauch; cityclerk@cityofbasehor.org
Subject: Development Agreement v1a (2).doc

I have attached revisions to Agreement. I had a couple of questions I wanted to run by Gina or Gary so please give me a call tomorrow at 913-583-1182, ext. 125

I must say that the Agreement is very comprehensive, and definitely protects the City to the maximum extent possible. I am guessing the Developer will seek substantial revisions?? Hopefully not.

Thanks.

Patrick

From: RIEKHOF, GINA [mailto:GRiekhof@gilmorebell.com]
Sent: Friday, April 18, 2008 7:46 AM
To: ANDERSON, GARY; Patrick Reavey
Cc: Carl Slauch; cityclerk@cityofbasehor.org
Subject: RE: Development Agreement v1a (2).doc

I spoke with Level 4 yesterday. Brett is working on the petitions, and should have something early next week.

Sent by GoodLink (www.good.com)

From: callduncan@aol.com [mailto:callduncan@aol.com]
Sent: Saturday, April 19, 2008 12:42 PM
To: cityadm@cityofbasehor.org
Subject: Fwd: Basehor Town Center

ALL:

I am forwarding a Memo I sent to the Basehor Mayor and City Council in follow up to Monday's work session. Please feel free to respond with thoughts, comments, questions.

Regards
Michael J Duncan, President
Affinity Development, Inc.
913-709-6136
9200 Indian Creek Parkway, Suite 100
Overland Park, KS 66210
FAX: 913-387-2898

DATE: April 18, 2008
TO: City of Basehor Mayor, City Council and other interested parties
FROM: Affinity Development, Inc. and Michael Duncan (owner)
RE: Basehor Town Center

MEMO

ALL:

As was quite obvious at Monday's meeting, there are some serious misunderstandings about what a Benefit District is and when its use is appropriate.

Benefit Districts do not increase the taxes of anyone outside the District. They do increase the "tax" of property owners within the District in the form of assessments added to the property owner's tax bill each year. The assessments are the property owners' share of the annual debt service for the bonds that were used to fund **common improvements in the district.**

Benefit Districts are most appropriate in these circumstances:

- The development has many common elements and improvements
- The development is large and has a higher than normal threshold of commencement
- The cost of these multiple elements is higher than normal due to size, location, complexity
- The properties which will start paying the assessments may not come on line immediately
- One of the properties to be developed first is only accessible by reaching roads/sewers out to it as it may exist in the middle of the property
- Traditional commercial banks will not make a loan on property to be held for an extended or indefinite period of time before being developed.
- General economic conditions are discouraging/prohibiting conventional financing

Virtually each one of the above circumstances for a Benefit District exists with Basehor Town Center. This is why the use of a Benefit District in this case is necessary. Specifically, because the School was given the prime location on the parcel at the center and highest point of the property, the Boulevard and sewer main needs to be completed to reach the school. Had the school been placed in a less desirable location along 155th Street, the costs of the Boulevard would **NOT** be incurred this soon.

This means that over \$2.8M of the \$3.6M total cost is being accelerated because of the school's prime location. Incurring these costs this early in development with no imminent property being sold between 155th and the School, means **NO** bank would make a loan necessary to fund these costs. Banks must see a timely and imminent "exit strategy" for their loan proceeds. Yet, the School needs its road and sewers, so the only solution is the Benefit District.

After the Benefit District is in place, the Developer is typically the only property owner. This means the developer has the primary risk and responsibility to pay the assessments (service the bonds) until the Developer sells the property(s). Ideally, the property is sold quickly and dispersed among a number of different property owners which has the effect of dispersing and mitigating the risk to the bonds.

Another misconception expressed Monday night was the creation of the Benefit District(s) will cost the "City \$70,000 per year in assessments." The City will **not pay a dime** in assessments **unless it buys or leases some of the facilities planned** for Basehor Town Center. As Gary Anderson said, that decision will be a completely separate one that will need to be made when the proposal comes before the City to purchase or lease such facilities.

If the inclusion of the assessment is too much, one of two things will happen: 1) the City will reject the proposal, or 2) the proposal (price) will be adjusted so that it is affordable to the City. But that is not up for discussion now. It is entirely possible, though not intended, that the "City" parcels, could be developed into private usage. In such case, the City would never be party to any transaction with respect to Basehor Town Center that would result in an assessment.

Despite my repeated commitments (I counted at least 3) to cover their costs, the property owners on the west side of 155th Street repeatedly spoke out against being arbitrarily assessed. I would too. In fact I did. At the meeting in my office in which Gilmore and Bell submitted the statutory requirement that these properties be included, I predicted this very problem – the outrage of these property owners. Our original proposed Districts **did NOT include any other properties** besides those in the boundaries of the development plan.

But if the City's attorneys insist on including the west side of 155th Street, I have assured these property owners that they will not have to make any payment. I intend to make contractual commitment to protect them.

A Benefit District is simply another way to finance improvements on a property. Whether it is done this way or with conventional financing that a Commercial Bank would provide, the ultimate property owner pays for it. It is either in the cost of the land itself (and financed with the house or lease), or, in the case of a Benefit District, it is broken out and separately financed through bonds. These bonds provide a lower financing cost, so the property owner will ultimately pay less.

Economics 101 states very clearly that the price of a product (lot, popsicle, car, widget, etc..) is that amount arrived at between a willing buyer and a willing seller, neither compelled to buy or sell. Thus, if there is an additional cost or burden to a lot/lease in Basehor Town Center (in the form of a future assessment), the price of that lot will, by definition, have to be reduced to reflect that additional charge. Period. No free money. No fuzzy math. Developer "pays" for the improvements in the form of a reduced sales price for the "burdened" land.

I hope this discussion is helpful. This is the first development in which I have used a Benefit District, though we are using something similar on a 350 acre development in Branson Missouri which has many similarities to this project. It too is a large mixed use project that required a large amount of front-end infrastructure. That district issued \$16M in bonds to fund the improvements, plus a debt service reserve and issuance costs. But the basic risk is the same – if I don't sell land, I pay the assessments. That is my risk and my loss. And the price of the land has already been reduced to reflect the ongoing future assessments.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an agreement between the city of Basehor, Kansas, and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas, providing for the treatment of wastewater.

Department: Administration, Public Works

Background/Description of Item: The Glenwood Estates subdivision was designed with a sewage lagoon that is combined with the Glenwood Ridge Elementary School. The lagoon became overloaded and was creating an odor problem. The Kansas Department of Health and Environment gave notice June 6, 2005 to Leavenworth County to create a plan to connect by September 1, 2005. After complaints and another inspection April 18, 2006 KDHE gave an order to Leavenworth County, dated June 6, 2006, to connect to the City of Basehor's wastewater treatment facility and to decommission the sewer district #3 lagoon.

Leavenworth County submitted a request to the City of Basehor May 23, 2006 requesting to connect to the sanitary sewer system. The request has been held up due to unresolved issues regarding finances for SD #7 Cedar Lakes.

City of Basehor and Leavenworth County staff have been working together to create an agreement for the creation of a new sewer line and decommissioning of the lagoon. The routing of the sewer line agreed upon is option 1 of three options proposed by the city engineer and accommodates the projected flows from Glenwood Estates, elementary school and addition, proposed new middle school and vacant ground east of Glenwood.

The estimated cost of the project is shown on Exhibit 1 of the attached agreement.

Task	Start
Prepare Interlocal Agreement	3/1/2008
Present to City of Basehor for approval	5/5/2008
Present to BOCC for approval	5/8/2008
Award contract for design	5/14/2008
Public meeting - project options (required by KDHE loan, 15 days prior notice in paper)	5/12/2008
Public hearing on engineering plans (required by KDHE loan, 30 days prior notice in paper)	6/17/2008
KWPCRF loan application	7/17/2008
Advertise project for construction	8/25/2008
Bid Opening	9/15/2008
Contract Award	10/1/2008
Notice to Proceed	10/3/2008
Project substantial completion	11/1/2008
Project final completion	12/1/2008
Decommission Lagoons	4/1/2009

Funding Source: Leavenworth County and subdivision residents.

Recommendation: Approve the agreement between the City of Basehor and Sewer District #3 for decommissioning of the Glenwood Estates Lagoon.

Prepared by: Carl E. Slaugh, City Administrator
 Council Date: May 5, 2008

Mary Mogle

From: Carl Slaugh [cityadm@cityofbasehor.org]
Sent: Friday, May 02, 2008 4:56 PM
To: Iris Dysart; Jim Washington; Jim Washington; 'Keith Sifford'; Mayor Chris Garcia; 'Terry L Hill'; 'Terry Thomas'
Cc: Mary Ann Mogle; Gene Myracle
Subject: Revised Sewer District #3 Interlocal
Attachments: SD#3 Interlocal Agreement w exhibits 20080505.doc

Based on some feedback on the proposed sewer district #3 interlocal I have made some changes or corrections.

The construction figures are still the same, just that project 4 was previously omitted. Also the connection fees for the elementary and middle schools were not previously listed and have been added. The number of lots in Glenwood was previously listed as 91 in one place and 97 in another. The correct figure according to John Forslund is 97, so that has been corrected.

We did not have an exhibit with a map so that was added as Exhibit 1. The exhibit numbers in the agreement were changed to reflect.

Paragraph 10 – changed to allow assessment of the fees for grinder pump maintenance on an annual basis, the same as with Cedar Lakes.

Thanks, Carl

Carl E. Slaugh, City Administrator
City of Basehor (913) 724-1370 x33
2620 N. 155th St. (913) 231-0630 cell
Basehor, KS 66007

**AN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS, AND SEWER
DISTRICT NO. 3 (GLENWOOD) OF LEAVENWORTH COUNTY, KANSAS,
PROVIDING FOR THE TREATMENT OF WASTEWATER**

COME NOW THE PARTIES TO THIS AGREEMENT, The City of Basehor, Kansas hereafter referred to as "City", and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas, hereinafter referred to as "District", and recite the following as the terms of their agreement:

1. The District is authorized to enter into this agreement pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-2908.
2. The purpose of this agreement is to provide for the treatment by the City, the wastewater generated from within the boundaries of the District.
3. The City hereby agrees to accept for treatment in an approved wastewater treatment facility, wastewater generated from within the boundaries of the District.
4. The District hereby accepts responsibility for notification of affected property owners, acquisition of utility easements, coordination with Glenwood Ridge Elementary School, and for organizing meetings, as needed, with affected property owners.
5. The District hereby agrees to construct such necessary and appropriate facilities as may be needed to transport wastewater generated from within the boundaries of the District to a connection point of the sewer facilities maintained by the City. New construction should be designed in accordance with City specifications, and to accommodate projected growth in the area. A general schematic diagram of the facilities to be constructed is attached hereto as "Exhibits 1 and 2" and incorporated fully herein. The District agrees to utilize construction plans prepared by a Professional Engineer in constructing the facilities generally shown in "Exhibits 1 and 2" and to allow the City to inspect and approve said construction at all phases of the project.
6. The District hereby agrees to announce the bid opening for construction to the City of Basehor so that a representative may be present.
7. The City hereby agrees to cooperate and assist with the above efforts to facilitate the timely connection of the new system.
8. Upon the completion by the District of the facilities as mutually agreed upon and generally shown in "Exhibits 1 and 2" the City agrees to accept ownership and responsibility for the maintenance of said facilities and the existing public facilities of the District, with the exception of the existing lagoon system. It shall be the responsibility of the District to cause such necessary assessments to be made within the boundaries to collect such needed revenues to pay in full any temporary notes, bonds or loans as may be obtained by the District.

9. The District agrees to pay to the City appropriate connection fees for connection of the District to the treatment facilities of the City pursuant to this agreement as shown in "Exhibit 2". For the initial connection of the District to the wastewater treatment facilities of the City, the District shall upon receipt of such funds from the State Revolving Loan Fund (SRF), make payment to the City as detailed in "Exhibit 3".

10. The City shall be entitled to charge to each residential building, and the Glenwood Ridge Elementary School, served by the City within the District a monthly sewer use fee in an amount not to exceed 125% of the base fee charged by the City to the residents of the City of monthly sewer use. It shall be the responsibility of the City to assess and collect such monthly sewer use fees. In the event that the City annexes any area within the District, the City agrees to reduce the monthly base sewer use fee to users to 100% of the base fee charged to the residents of the City. Nothing in this agreement shall be construed as to prevent the City from adding additional charges [through an annual tax assessment] for which the base monthly sewer use fee is calculated, for the operation of any grinder pump systems or such other assessments as may be required in order to effect the treatment of wastewater generated within the District.

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12. The District will enter into a standard agreement with the City for the inspection of sewer systems as outlined in the Basehor Technical Specification under the guidelines outlined by the Kansas Department of Health and Environment (KDHE).

13. In the event that any legal action is commenced against the City of Basehor challenging the validity of this agreement or arising out of this agreement, the District agrees to provide legal representation to the City at the expense of the District.

14. The responsibility for the decommissioning of the existing lagoon system remains with the District.

15. Annexation of the Glenwood Estates Subdivision, Glenwood Ridge Elementary School and the future Basehor-Linwood Middle School property and any other property that intends to connect to the Basehor sanitary sewer system may be anticipated when the completed sanitary sewer system connects to the City system.

WHEREFORE IT IS SO AGREED TO THIS 5th DAY OF MAY, 2008

FOR THE CITY: _____
Mayor Chris Garcia

ATTEST: _____

FOR THE DISTRICT: _____

ATTEST: _____

Exhibit 1

Map of the proposed routing of the sewer line from the existing Glenwood lagoons to the Cedar Falls lift station. Lots highlighted in blue are on septic systems.

Exhibit 2

CONNECTION FEES TO BE PAID TO THE CITY OF BASEHOR AND APPORTIONMENTS FOR THE CONNECTION OF SEWER DISTRICT NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT FACILITIES OF THE CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3

Construction Cost	\$191,400.51
Pinehurst Upsize Fee	\$33,670.00
Connection Fees (97 lots @ \$4350 per lot)	\$421,950.00
Total Fees (Glenwood Estates)	\$647,020.51
Cost Per Lot (approximate, based on 97 lots)	\$6,670.31

Project 2 – Glenwood Ridge Elementary School

Construction Cost	\$10,516.51
Pinehurst Upsizing Fee	\$1,850.00
Connection Fee	\$4,350.00
Total Cost	\$16,716.51

Project 3 – Middle School

Construction Cost	\$25,239.63
Pinehurst Upsizing Fee	\$4,440.00
Connection Fee	\$4,350.00
Total Cost	\$34,029.63

Project 4 – Vacant Ground

Construction Cost	\$315,495.35
Connection Fees (to be paid at the time building permits are issued, if annexed 150 lots @ \$2,900/lot)	\$435,000.00
Total Cost (construction only)	\$750,495.35
Projected cost per building lot (based on 2.5 lots/acre)	\$5,003.30

Total Construction Cost (Projects 1-4)	\$542,652.00
---	---------------------

Exhibit 3

CONNECTION FEES TO BE PAID TO THE CITY OF BASEHOR AND
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LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT
FACILITIES OF THE CITY OF BASEHOR, KANSAS

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Project 3	Middle School	
	Connection Fee	\$4,350
	Pinehurst Upsizing Fee	\$4,440
Total Connection and Upsize Fees (Sewer District No. 3)		\$444,510

Mary Mogle

From: Carl Slaugh [cityadm@cityofbasehor.org]
Sent: Friday, May 02, 2008 3:32 PM
To: David Van Parys; Michael Spickelmier; Schwartzkopf, Mickey; Forslund, John
Cc: Gene Myracle; Mary Ann Mogle; Heather Morgan
Subject: SD#3 Interlocal - Correction
Attachments: SD#3 Interlocal Agreement w exhibits 20080505.doc

I noticed an error on Exhibit 3 on connection fees that has been corrected. The cost per lot should be \$4350 (inside city limit fee is \$2900 X 150% = \$4350)

Thanks, Carl

Carl E. Slaugh, City Administrator
City of Basehor (913) 724-1370 x33
2620 N. 155th St. (913) 231-0630 cell
Basehor, KS 66007

**AN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS, AND SEWER
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Mayor Chris Garcia

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Total Connection and Upsize Fees (Sewer District No. 3)		\$444,510

Mary Mogle

From: Wendy Flowers [wflowers@lkm.org]

Sent: Monday, May 05, 2008 8:38 AM

To: wflowers@lkm.org

Subject: NOTICE: New KMIT Claims Email

KMIT has a new email address for contacting our KMIT Claims Adjuster, Victoria.

Please use this email address from now on:
kmitclaims@imacorp.com .

Thanks.

Don Osenbaugh

Pool Administrator

Kansas Municipal Insurance Trust (KMIT) www.kmit.net

dosenbaugh@lkm.org

316-259-3847

3rd Annual Basehor Dairy Days • Saturday, June 7, 2008

2108 N. 155th Street - Basehor-Linwood High School grounds

SCHEDULE OF EVENTS:

- 7 - 9:30 a.m. Chris Cakes Pancake Breakfast
7:30 a.m. 5K Run (For information e-mail, jimscores@yahoo.com)
8 - 9:30 a.m. Prairie Dulcimer Club
9 - 4 p.m. Inflatable Games
9 - 4 p.m. Petting Zoo and Pony Rides
9:30 a.m. Marching Cobras
10 - 3 p.m. Kansas Lions Sight Foundation Mobile Screening Unit
10:30 a.m. White Tiger Tae Kwon Do performance
10:30 a.m. Roping Demonstrations
10:30 - 1:30 p.m. Shriners' Clowns
11:30 a.m. Heartland Wrestling Federation
1 - 2 p.m. "Sizzle the Bull", Kansas City T-Bones mascot
1:30 - 3:30 p.m. Motion Band

FESTIVAL HIGHLIGHTS

- Flea Market
Merchant Marketplace
Food Vendors
Milk Cans on Parade
Safe Harbor Pet Adoptions
Dairy Cow
Mechanical Bull
Art Walk
Face Painting
Prize Drawings
Craft Vendors
Massage Therapist

MAJOR EVENT SPONSORS: *City of Basehor • First State Bank & Trust • Basehor Chamber of Commerce*
• Basehor Lions Club • Benchmark Management • Mac's Fence • Wolf Creek Marketplace • Razorback Rail Services Inc.

For more information contact BasehorDairyDays@yahoo.com or www.cityofbasehor.org.

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Revised
5-5-08

**AN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS, AND
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WHEREFORE IT IS SO AGREED TO THIS _____ DAY OF _____, 20____

FOR THE CITY: _____

ATTEST: _____

FOR THE DISTRICT: _____

ATTEST: _____

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 LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT
 FACILITIES OF THE CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3

Construction Cost	\$191,400.51
Pinehurst Upsize Fee	\$33,670.00
Connection Fees (91 lots @ \$4350 per lot)	\$395,850.00
Total Fees (Glenwood Estates)	\$620,920.51
Cost Per Lot (approximate, based on 91 lots)	\$6,823.30

Project 2 – Glenwood Ridge Elementary School

Construction Cost	\$10,516.51
Pinehurst Upsizing Fee	\$1,850.00
Total Cost	\$12,366.51

Project 3 – Middle School

Construction Cost	\$25,239.63
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Total Cost	\$29,679.63

Project 4 – Vacant Ground

Construction Cost	\$315,495.35
Total Cost	\$315,495.35
Projected cost per building lot (based on 2.5 lots/acre)	\$2,103.30

Total Construction Cost (Projects 1-4) \$542,652.00

*Revised
5-5-08*

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FACILITIES OF THE CITY OF BASEHOR, KANSAS

Glenwood Estates – Sewer District No. 3

Connection Fees (98 lots) @ \$3062.50 per lot	\$395,850
Pinehurst Upsizing Fee	\$33,670
Total Fees (Sewer District No. 3)	\$429,520

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider funding support for the Kansas Sampler Festival for 2010 and 2011.

Department: Administration

Background/Description of Item:

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.

A proposal was submitted in March 2008 for the initial selection process and Leavenworth was picked as one of the semi-finalists. 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.

So far commitments have been received from Tonganoxie, City of Leavenworth and Leavenworth County.

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 obligations for funding the Kansas Sampler Festival for 2010 and 2011 in the total amount of \$6,725.

Prepared by: Carl E. Slaugh, City Administrator
 Council Date: May 5, 2008

Kansas Sampler Festival - Leavenworth County					
Proposed Budget 2010 & 2011					
Income/Expenses	Garden City				Leavenworth Proposed
	Proposed	2006	2007	Actual	
Income					
Sponsorship	\$ 25,000	\$ 15,725	\$ 5,904	\$ 21,629	\$ 21,629
Exhibit Booths	\$ 55,000	\$ 30,968	\$ 26,037	\$ 57,005	\$ 57,005
Gate Receipts	\$ 50,000	\$ 28,020	\$ 20,935	\$ 48,955	\$ 48,955
Other	\$ 2,000		\$ 3,905	\$ 3,905	\$ 3,905
Total Income	\$ 132,000	\$ 74,713	\$ 56,781	\$ 131,494	\$ 131,494
Expense					
Garden City					
Advertising	\$ 20,000	-\$10,939	-\$12,620	-\$23,559	\$ 23,559
Printing/Posters	\$ 6,000	-\$4,866	-\$3,408	-\$8,274	\$ 8,274
KSF Payment	\$ 20,000	-\$10,000	-\$10,000	-\$20,000	\$ 20,000
Postage	\$ 2,000	-\$955	-\$1,514	-\$2,469	\$ 2,469
Office Supplies	\$ 2,000		-\$1,068	-\$1,068	\$ 1,068
Restroom Facilities	\$ 2,000	-\$960	-\$1,086	-\$2,046	\$ 2,046
Security	\$ 2,000	-\$1,040	-\$1,300	-\$2,340	\$ 2,340
Sound System	\$ 4,000	-\$1,000	-\$2,500	-\$3,500	\$ 3,500
Supplies*	\$ 16,000	-\$4,754	-\$1,354	-\$6,108	\$ 6,108
Tents/Tables/Chairs	\$ 50,000	-\$18,249	-\$21,322	-\$39,571	\$ 39,571
Transportation	\$ 2,000	-\$607	-\$813	-\$1,420	\$ 1,420
Misc	\$ 4,000	-\$2,424	-\$1,854	-\$4,278	\$ 4,378
Utilities	\$ 2,000	-\$111	-\$101	-\$212	\$ 212
Director					\$ 35,000
Elec Rental					\$ 90,000
Total Expenses	\$ 132,000	-\$55,905	-\$58,940	-\$114,845	\$ 239,945
Net Income				\$16,649	

* Signage, paint, admission gate, tents, volunteer vests, stakes,

Kansas Sampler Festival		
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Kansas Sampler Festival Tents Garden City, 2007						
Group	Tent Size			8' Tables	6' Tables	Chairs
Northwest	40x80	w sides & windows		10	5	30
North Central	40x80	w sides & windows		12	7	16
Southwest	40x80	w sides & windows		38	9	92
Southwest	40x80	w sides & windows				
Southwest	10x20	w sides & windows				
South Central	40x60	w sides & windows (Yellow/Wh		10	5	30
State / East	40x80	w sides & windows		18	3	16
Flint Hills / Mixed	40x80	w sides & windows		15	8	29
Mercantile	40x80	w sides & windows		18	1	11
Entertainer	40x40	w sides & windows		0	12	24
Arts Council	20x20	w sides & windows		0	0	0
Wine / Beer	20x30	w sides & windows		3	1	5
Command Central	10x20	w sides		6		6
Command Central	10x20	w sides				
Admission Gate	12x12	w sides		6		10
Admission Gate	12x12	w sides				
Information Booth	10x10	w sides		2	8	4
Information Booth	10x10	w sides				
Extra Tables/Chairs				25	25	40
Stages						
			total	163	84	313
Total # Tents	Tent Size					
7	40x80	w sides & windows				
1	40x60	w sides & windows (Yellow/White)				
1	40x40	w sides & windows				
1	20x30	w sides & windows				
1	20x20	w sides & windows				
2	12x12	w sides				
3	10x20	w sides				
2	10x10	w sides				
18						

Does not include food vendors or vendors that bring own tent (raptor)

ORDINANCE NO. _____

AN ORDINANCE RELATING TO EROSION AND SEDIMENT CONTROL IN THE CITY OF BASEHOR, KANSAS ADDING NEW ARTICLE 12 TO CHAPTER IV; BUILDING AND CONSTRUCTION.

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

SECTION 1: The City of Basehor Municipal Code Chapter IV; is hereby amended to add Article 12 to read as follows:

Ordinance No: 528

EROSION AND SEDIMENT CONTROL

Sections:

- 1. Purpose of Ordinance.
- 2. Definitions.
- 3. Administration.
- 4. General Provisions.
- 5. Erosion and Sediment Control Plans.
- 6. Inspection.
- 7. Enforcement.
- 8. Miscellaneous.

1. Purpose of Ordinance

The purpose of this Ordinance is to set forth procedures for controlling erosion and sedimentation caused by land disturbance activities, thereby providing for the protection and enhancement of the water quality of watercourses, water bodies, and wetlands.

2. Definitions For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein

A. "Best Management Practices or BMPs" mean physical facilities, schedules of activities, prohibitions of practices, maintenance procedures, and other management practices which, when properly designed, installed and maintained, will be effective to prevent or reduce the discharge of water or air pollution associated with land disturbance activities regulated by this Ordinance.

B. "Certified Professional in Erosion and Sediment Control (CPESC)" means an individual who is currently holding such certification as issued by CPESC, Inc., or other Person holding a state license authorizing them to prepare and submit an Erosion and Sediment Control Plan.

C. "Code" means the City of Basehor Municipal Code.

- D. **"Erosion"** means the wearing away of land by the action of wind, water, gravity or ice or a combination thereof.
- E. **"Erosion and Sediment Control Plan, or Plan"**, means a Plan for the control of soil erosion and sedimentation resulting from land disturbing activity, and may include, without being limited to, the drawings, specifications, construction documents, schedules, or other related documents upon which establish the Best Management Practices (BMPs) to be used on a project. The Plan shall include any site area set forth, including such information required as necessary to review the basis for their design of the BMPs and to ensure their proper installation, maintenance, inspection, and removal of the BMPs, along with the details required to construct any portion of the final storm sewer system that was impeded by a BMP.
- F. **"Erosion and Sediment Control Standards, or Standards"** means the Erosion and Sediment Control design criteria and specifications adopted by reference by the City of Basehor.
- G. **"Land Disturbance"** means any activity that changes the physical conditions of landform, vegetation and hydrology, creates bare soil, or otherwise may cause erosion or sedimentation. Such activities include, but are not limited to, clearing, removal of vegetation, stripping, grading, grubbing, excavating, filling, logging and storing of materials.
- H. **"Perennial Vegetation"** means grass or other appropriate natural growing vegetation that provides substantial land cover, erosion protection and soil stability and that is capable of sustained and healthy growth over multiple years under the constraints of shade, temperature and moisture that will be prevalent on the site. For the purposes of this Ordinance, annual grasses that do not regenerate after winter, ornamental plants or shrubs that does not offer effective Erosion and Sediment protection, and plants that are not suitable for the expected growing conditions on the site shall not be considered Perennial Vegetation.
- I. **"Permit"** means a Building Permit for construction of a building, Site Development Permit, Land Disturbance Permit, or Right of Way Permit.
- J. **"Permit Holder"** means the owner or contractor who is issued a Permit. The Permit Holder may designate a separate contact person regarding field issues related to erosion and sediment control.
- K. **"Person"** means any individual, business, partnership, corporation, association, organization or legal entity of any kind including governmental entities.
- L. **"Sediment"** means any solid material, organic, or inorganic that has been deposited in water, is in suspension in water, is being transported or has been removed from its site of origin by wind, water, ice or gravity as result of soil Erosion. Sedimentation is the process

by which eroded material is transported and deposited by the action of wind, water, ice or gravity.

- M. "Storm Sewer System"** means any conveyance or system of conveyances for Storm Water, including road with drainage systems, streets, catch basins, curbs, gutters, ditches, man made channels, or storm drains, as well as any system that meets the definition of a municipal separate Storm Sewer System or "MS4" as defined by the Environmental Protection Agency in 40 CFR 122.26.
- N. "Storm Water"** means Storm runoff, snowmelt runoff, and surface runoff and drainage.
- O. "Water Bodies"** means surface waters including rivers, streams, lakes and wetlands, including all areas designated by the federal government as a waterway of the United States.

4-1201 Administration

- A. Authority.** The Code Enforcement Officer or designated replacement (Public Works Director and/or the Planning Director or assistant) shall be responsible for the administration and enforcement of this Ordinance. The City Council shall have the authority to adopt regulations, policies and procedures as necessary for the enforcement of this Ordinance.
- B. Right of entry.** Whenever the Code Enforcement Officer or designated Officer has cause to believe that there exists, or potentially exists, in or upon any premises, any condition which constitutes a violation of this Ordinance, the Code Enforcement Officer or designated Officer is authorized to enter the premises at reasonable times to inspect or to perform the duties imposed by this Ordinance. If entry is refused, the Code Enforcement Officer or designated Officer shall have recourse to the remedies provided by law to secure entry.
- C. Erosion and Sediment Control Standards.** The City shall adopt and maintain Erosion and Sediment Control Standards to assist in the administration of this Ordinance. The Erosion and Sediment Control Standards shall be based on, but not limited to, the following principles:
1. Fit the development to existing site conditions.
 2. Minimize the extent of exposure.
 3. Minimize duration of exposure.
 4. Break work activities into phases when possible.
 5. When possible, protect disturbed areas from any unnecessary run-on of storm water from adjacent sites, at least during the construction period.
 6. Stabilize disturbed areas.
 7. Keep runoff velocities low.
 8. Retain Sediment on the site.
 9. Inspect and maintain control measures.
 10. Use performance measures and outcomes.
 11. Timely employment and maintenance of all measures.

- D. Time Requirement.** Where Land Disturbance activities have temporarily or permanently ceased on a portion of a project site for over 21 consecutive days, the disturbed areas shall be protected from erosion by stabilizing the areas with mulch or other similarly effective soil stabilizing BMPs, unless the timeframe for compliance is extended by the Code Enforcement Officer or designated Officer. Where implementation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
- E. Other Pollutants.** In addition to Sediment, the Erosion and Sediment Control Plan shall provide for the control of other pollutants related to the Land Disturbance activity that might cause an adverse impact to water quality, including, but not limited to, discarded building materials, concrete truck washout, fuel, hydraulic fluids, chemicals, litter, and sanitary wastes.

4-1202 General Provisions

- A.** Any Person undertaking Land Disturbance activities, including the clearing, grading, excavating, filling, storing, and disposing of soil and earth materials, shall comply with the requirements and standards set forth in this Chapter of the Code.
- B. Applicability.** Regardless of whether or not a Land Disturbance activity requires a Permit, any Person engaged in any Land Disturbance activity shall comply with the spirit and intent of this Ordinance. At a minimum, such Persons shall employ BMP methods for Erosion and Sediment Control in proportion to the scale of the activity to reduce the amount of Sediment or other pollutants in storm water discharges associated with those activities.
- C. Responsible Person(s).** The responsible Person(s) is/are the owner of the property upon which a Land Disturbance takes place and any person(s) performing a Land Disturbance activity.

4-1203 Erosion and Sediment Control Plans

- A.** All proposed Land Disturbance activity shall be depicted on a site-specific Erosion and Sediment Control Plan. Land Disturbance activities that do not require a Permit in are required to employ applicable BMPs included in standard details provided by the City. The Erosion and Sediment Control Plan shall be submitted to the Code Enforcement Officer or Planning Director for review. The Plan shall include, at a minimum, the following information:
1. Proposed site map.
 2. Areas to be disturbed.
 3. Proposed Erosion and Sediment Control BMPs to be employed.
 4. Phasing of Erosion and control measures.
 5. Final stabilization plan for each phase.
 6. Details and specifications for any sections of the final storm sewer system that must be constructed after the removal of BMPs such as temporary sediment basins or silt ponds.
 7. Work schedule.

8. Maintenance and inspection requirements.

The Planning Director or Building Inspector may require any additional information or data deemed appropriate to ensure compliance with the intent, purpose and provisions of this Section of the Code.

- B. Review and Approval of Erosion and Sediment Control Plans.** The Erosion and Sediment Control Plan shall be of sufficient clarity to indicate the location, manner, nature and extent of the work proposed. The Plan shall clearly show that the proposed work will conform to the provisions of this Code, the Erosion and Sediment Control Standards, and other relevant laws, ordinances, policies, rules and regulations as determined by the City. The Planning Director or Building Inspector shall review the submitted documents to determine compliance with the Erosion and Sediment Control Standards. If the Plan is not in compliance, the applicant shall be advised which elements of the Plan are not in compliance.
- C. Preparation of Plans.** Erosion and Sediment Control Plans submitted to the City for review must be prepared under the supervision of and sealed by a licensed professional engineer or landscape architect or by a Certified Professional in Erosion and Sediment Control (CPESC). The engineer or landscape architect must be licensed to practice in the State of Kansas. The Building Inspector or Planning Director may waive this Plan preparation requirement if the Applicant's Plan consists entirely of utilizing standard plans and specifications as adopted in the City's Erosion and Sediment Control Standards.
- D. Amended Plans.** Work shall be installed and maintained in accordance with the approved Plan. Changes made during construction that are not in compliance with the approved Plan shall be resubmitted for approval as an amended set of construction documents. Minor modifications of the approved Plan may be authorized by the Building Inspector or the Planning Director without formal review provided those modifications are consistent with the Erosion and Sediment Control Standards and standard industry practice.

4-1204 Inspection

- A. Initial Inspection.** The Permit Holder shall notify the Code Enforcement Officer when initial Erosion and Sediment Control measures are installed in accordance with the Erosion and Sediment Control Plan. No Land Disturbance activities shall begin prior to approval from the Building Inspector or the Planning Director that all pre-construction Erosion and Sediment Control measures are correctly installed per the approved Plan.
- B. Maintenance of Control Measures.** All prescribed Erosion and Sediment Control measures shall be maintained in good order and in compliance with the Erosion and Sediment Control Plan at all times.
- C. Routine Inspection.** It shall be the duty of the Permit Holder to routinely inspect the construction site and maintain effective Erosion and Sediment Control measures. Routine inspections shall be performed once per month or more frequently if required on the Plan and within twenty-four hours following each rainfall event of 1/2" or more within any twenty-four hour period. A log shall be kept of these inspections. Any deficiencies shall be noted in

a report of the inspection and include the action taken to correct the deficiency. Inspection reports shall be submitted to the Building Inspector or the Planning Director upon request.

The inspection report shall include the following minimum information:

1. Inspectors name.
2. Date of inspection.
3. Observations relative to the effectiveness of the erosion and sediment control measures.
4. Actions necessary to correct deficiencies.
5. Signature of Person performing the inspection.

The Code Enforcement Officer may also perform inspections of the Land Disturbance site to verify compliance with the Erosion and Sediment Control Plan. Should it be found that Erosion and control methods are ineffective or are not being maintained properly, the Code Enforcement Officer or designated Officer may take enforcement actions described within this Chapter.

D. Closure of Land Disturbance Activities. Once the site is stabilized a final inspection shall be requested. The site shall be considered stabilized when Perennial Vegetation, pavement, buildings or structures using permanent materials, cover all areas that have been disturbed. Perennial Vegetation shall be considered established and completed for stabilization when it has established a healthy and growing stand with a density of at least 70 percent of undisturbed areas at the site.

E. Removal of Temporary Erosion and Sediment Control Measures. Subsequent to a satisfactory final inspection of the Land Disturbance, all temporary Erosion and Sediment Control measures must be removed and the final segments of the storm sewer system shall be constructed in the manner described within the approved plans in the Erosion and Sediment Control Plan. Such removal shall be complete prior to closure of the Permit which authorized the Land Disturbance.

4-1205 Enforcement

A. In General. The Code Enforcement Officer or designated Officer shall handle enforcement of the provisions of this Chapter through routine activities that include receiving inspection reports from the Permit Holder when requested, inspections, and communication with contractors. However, if these methods fail, the Code Enforcement Officer or designated Officer may proceed with any or all of the following enforcement measures:

- 1. Refusal of Inspection.** Request for an inspection of any permitted construction activity may be denied if it is found that Erosion and Sediment control measures have not been implemented, or are found to be ineffective or are not maintained. If an inspection is refused, a notice of violation or a stop work order may be issued. No further inspections will be performed until the Erosion and control measures have been implemented or violations have been abated.

2. **Notice of Violation.** The Code Enforcement Officer or designated Officer is authorized to serve a Notice of Violation or order on any Person found to be doing work in violation of the provisions of this chapter of the Code. Such order shall direct the discontinuance of the illegal action or condition and order the abatement of the violation by the responsible Person.
3. **Stop Work Order.** The Code Enforcement Officer or designated Officer is authorized to issue a stop work order for any or all construction activity within the established boundary of the Permit. The stop work order shall be in writing and shall be given to the owner of the property involved, or the owner's agent or to the Person doing the work. In addition, notice of the stop work order shall be posted on the site. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. Any Person who shall continue to work after having been served with a stop work order, except such work as that Person is directed by the City to perform the removal of a violation or unsafe condition, is guilty of a public offense and may be subject to penalties as prescribed herein.
4. **Abatement.** Should any Person fail to comply with the provisions of this Chapter, the Code Enforcement Officer or designated Officer is authorized to correct or abate such violation without further notice. This action can be taken in lieu of, or in conjunction with, any action taken under Chapter IV; Article 12 of the Municipal Code of the City of Basehor, or enforcement actions set forth in this Chapter.
 - a. City expenditures to correct or abate a violation shall be assessed as a fee against the property owner, developer, builder or any other applicable party. The City will keep a record of the abatement costs. The fee shall be paid prior to recommencement of work on the site and prior to any further inspections. If the fee is not paid within 30 days of the date the invoice is sent to the Permit Holder, then that person involved will be found guilty of a municipal code violation under Chapter IV; Article 12 and be fined the maximum amount of \$100.00 per each day the violation exists.
 - b. Should the Permit become suspended, revoked, or expired with the fee not paid, all City expenditures to correct or abate the violation may be assessed as a lien and special assessment against the lot or parcel of land on which the permitted activity took place. The same abatement and collection procedure shall apply if work is done without the issuance of a Permit. The City Clerk, at the time of certifying other City taxes, shall certify the unpaid portion of the costs and the County Clerk shall extend the same on the tax rolls of the county against the lot or parcel of land.

B. Violations and penalties.

1. Any Person who violates a provision of this Ordinance or fails to comply with any of the requirements thereof or fails to comply with a directive issued by the Building Inspector or the Code Enforcement Officer or designated Officer is guilty of a public offense and

shall be subject to the maximum penalties as provided in the City of Basehor Municipal Code Chapter IV; Article 12.

2. The Code Enforcement Officer or designated Officer shall be permitted to cite the owner, or any/all Persons identified on a Permit as being legally responsible to the City for any violations of the Ordinance pertaining to that Permit.

4-1206 Miscellaneous

- A. Other Laws.** Neither this Ordinance nor any administrative decision made under it exempts the Permit Holder or any other Person from other requirements of this Code, state and federal laws, or from procuring other required Permits, including any state or federal storm water Permits authorized under the National Pollutant Discharge Elimination System (NPDES), or limits the right of any Person to maintain, at any time, any appropriate action at law or in equity, for relief or damages against the Permit Holder or any Person arising from the activity regulated by this Ordinance.
- B. Disclaimer of Liability.** The performance standards and design criteria set forth herein establish minimum requirements, which must be implemented with good engineering practice and workmanship. Use of the requirements contained herein shall not constitute a representation, guarantee or warranty of any kind by the City, or its officers and employees, of the adequacy or safety of any best management practice or use of land, nor shall the approval and issuance of a Permit imply that land uses permitted will be free from damages caused by Storm Water. The degree of protection required by these regulations is considered reasonable for regulatory purposes and is based on historical records and engineering and scientific methods of study. Larger storms may occur or Storm Water runoff heights may be increased by man-made or natural causes. These regulations therefore shall not create liability on the part of the City or any officer with respect to any legislative or administrative decision lawfully made hereunder.
- C. Severability.** If any section, subsection, paragraph, sentence, clause or phrase in this ordinance or any part thereof is held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.
- D. Effective Date.** The provisions of this Chapter shall apply to all Land Disturbance activities that take place on or after May 5, 2008.

SECTION 2. Effective Date. This ordinance shall be in full force and effective from and after its passage and publication in the official city newspaper.

Approved by the City Council this 5th day of May, 2008.

Approved by the Mayor this 5th day of May, 2008.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF BASEHOR,
KANSAS, THIS 5th DAY OF May, 2008.

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Mary A. Mogle, City Clerk

Patrick G. Reavey, City Attorney



**Single Family
Residential
Erosion/Sediment
Control Standards**

Building Safety & Planning Departments
City of Basehor, KS

Introduction

This booklet contains standard plans and procedures sufficient for typical residential building construction, it is not intended to address all circumstances. The primary objective is perimeter control with best management practices (BMP's) being utilized to prevent erosion and minimize sediment from leaving the site. Additionally, since Overland Park streets are conduits for storm water, it is important to keep mud and sediment off the streets. The building permit holder is responsible for ensuring that adequate BMP's are in place and functioning until the construction project is brought to a close.

There will be situations where lot to lot protection may not be required. For example, two houses under construction on adjacent lots with surface drainage running front to back. Given this scenario, it is not the intent of this booklet to require perimeter control between the two construction sites. However, should one project be completed prior to the other, BMP's may be required.

When reviewing this standard against your construction project, always keep in mind the intent of the standard; and that is "to prevent erosion and minimize sediment from leaving the site." Failure to do so can result in damage to adjacent property, damage to the city's storm sewer system, and contribute to the polluting of streams, lakes and rivers. If any questions or concerns arise, please feel free to contact me or one of my staff. We are committed to helping all of those involved with the implementation of these construction procedures.

Mark Lee
Building Official
City of Basehor

SINGLE FAMILY RESIDENTIAL
EROSION AND SEDIMENT CONTROL STANDARDS
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BEST MANAGEMENT PRACTICES

BMP's - Examples include but are not limited to sediment fence, straw mat, seed and mulch.

Installation Sequencing

- 1) **Inlet Protection** - Ensure that the BMP's are in place and functioning for both area inlets and curb inlets along the street frontage.

- 2) **Protection of Adjacent Lots** - Install BMP's along the common lot line of adjacent sodded or seeded lots.

- 3) **Grading/Excavating** - Install all BMP's prior to any grading or excavating activities, where practical.

- 4) **Stabilize Stockpiles** - Install BMP's to stabilize stockpiles to prevent sediment from reaching the street.

- 5) **Backfill** - Complete installation of all BMP's per the specified design, i.e., type A, B, C or per other engineered design.

- 6) **Temporary Construction Entrance** - Required (see detail).

- 7) **Maintenance** - The builder is responsible for maintaining and repairing all BMP's as needed throughout construction.

- 8) **Final Grading** - BMP's may be removed in order to complete final grading and sodding of lot. If sodding of the lot is delayed, the contractor is required to maintain BMP's until the sod can be put down.

CONTRACTOR RESPONSIBILITIES

1) The permit holder is responsible for the on-going maintenance of all lot specific erosion and sediment control devices.

2) Periodic inspection shall be whatever is deemed necessary to ensure that erosion and sediment control measures are functioning as designed. In addition to standard periodic inspections, city ordinance requires that an inspection be conducted after each rain event of 1/2" or more in a 24-hour period. Any problems noted during these inspections shall be corrected immediately.

3) Once construction has commenced, the permit holder is responsible for the maintenance of erosion and sediment control measures protecting area inlets on their lots, as well as curb inlets along the street frontage. It is critical that sediment not be allowed to invade the storm sewer system.

4) The temporary construction entrance provides a place for parking vehicles off-street and a spot where material can be off-loaded. The intent of the requirement is to provide a stable surface for parking vehicles where mud and other debris is not likely to be tracked onto the street. Proper maintenance of the area is required until such time as a permanent driveway can be put in place.

5) During the entire construction process the permit holder is responsible to ensure that mud, dirt, rocks and other debris are not allowed to erode onto city streets and sidewalks, nor tracked onto the streets by construction vehicles. Should any mud or other debris find its' way to the street, the contractor shall take immediate steps to have it removed.

Maintenance (sediment fence)

1) Inspect sediment fences at least once a week and after each 1/2" or greater rainfall. Make needed repairs immediately.

2) Should the fabric of the sediment fence collapse, tear, decompose or become ineffective, replace promptly.

3) Remove the sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid damaging or undermining the fence during cleanout.

4) If the utilities are installed after BMP's have been put in place, the permit holder is responsible for control of erosion and sediment during the construction process and they are responsible to ensure that all BMP devices are reinstalled per the original design.

INSPECTIONS – CITY

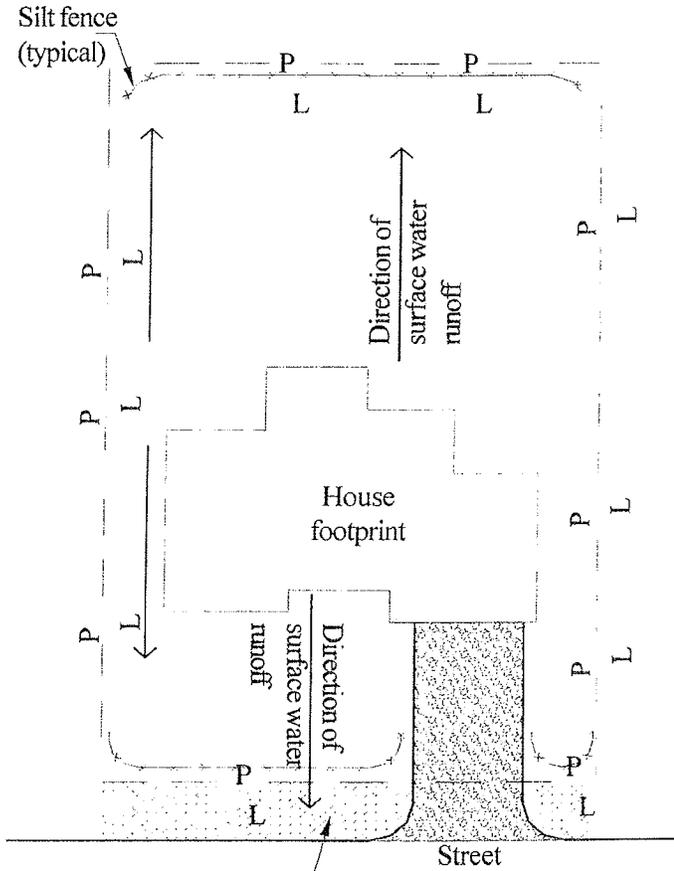
1) City inspectors will normally inspect erosion and sediment control measures in conjunction with routine inspections. Inspections will ensure that proper placement and installation of erosion and sediment control measures are in place.

2) The first inspection will occur at the time of the footing inspection. As noted in the general sequencing notes, standard items to be checked are: protection of adjacent lots, grading/excavating, and that stockpiles are stabilized. If BMP's are not installed in the correct location and/or not installed correctly, the inspection may be denied.

3) It is anticipated that by the time the plumbing ground rough inspection is requested, backfilling of the foundation will have been complete and all erosion and sediment control measures will have been installed. If the permit holder fails to install the proper erosion and sediment control measure, this may result in the inspection being denied.

4) There will be situations that fall outside of the norms. City inspectors will be available to discuss erosion and sediment control measures for any lot and the sequencing for installation. If you have questions or concerns call your inspector or call (913)895-6248 and speak with the Inspection Supervisor.

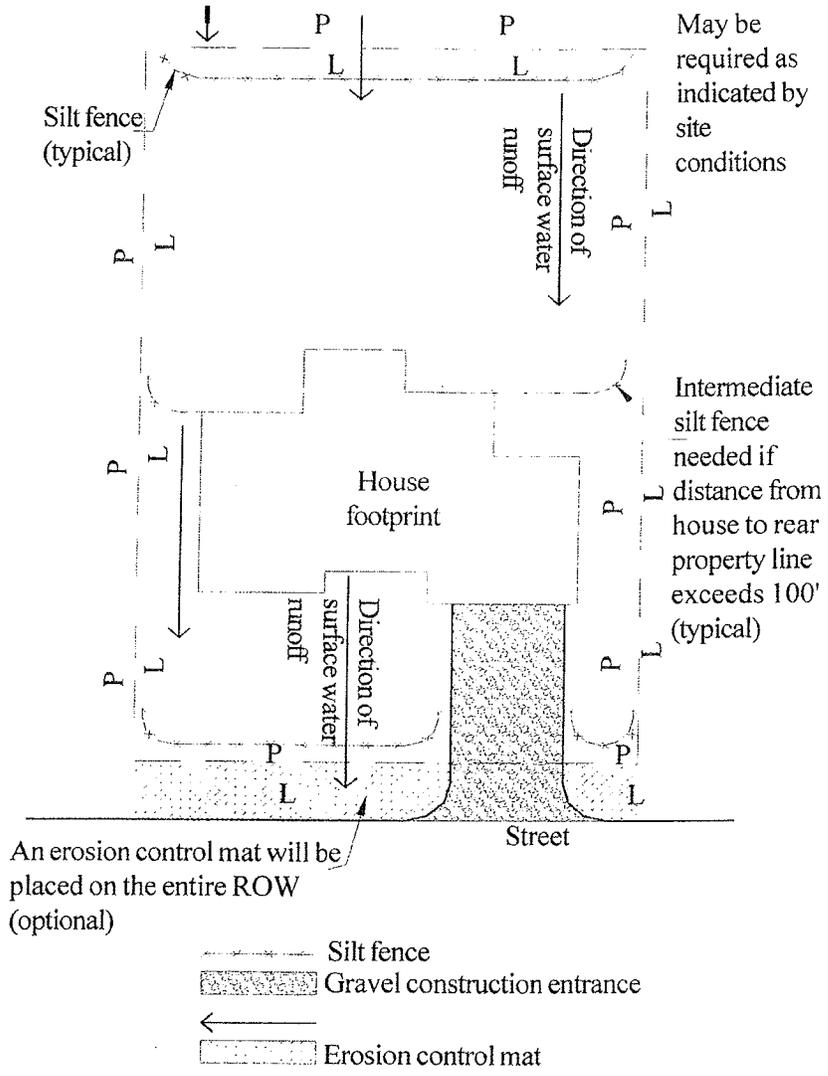
Single Family Lot Erosion Control Plan - Type A



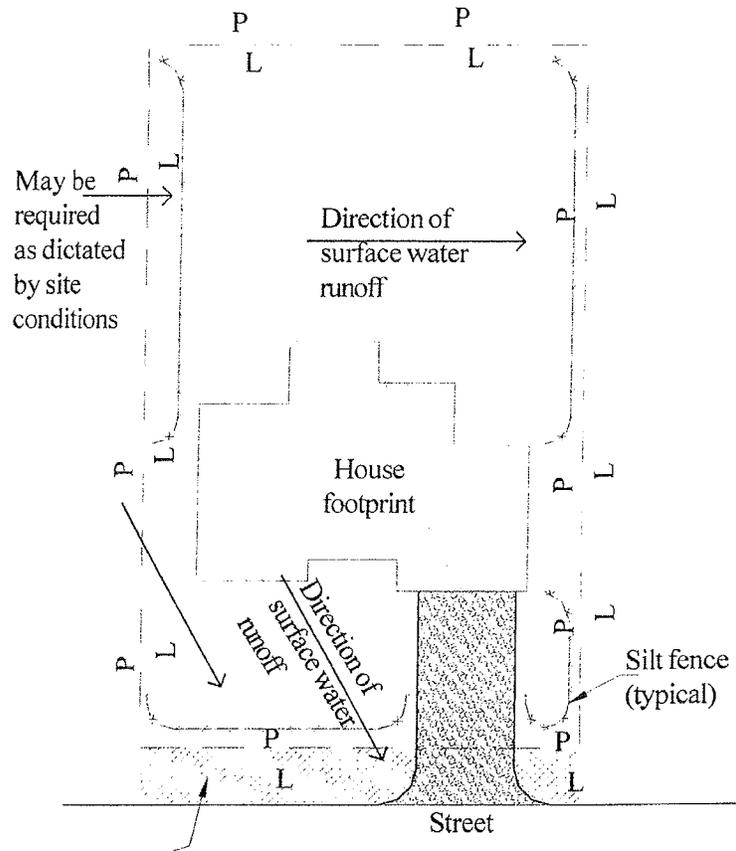
An erosion control mat will be placed on the entire ROW (optional)

- Silt fence
- ▨ Gravel construction entrance
- ← Direction of surface water runoff
- ▨ Erosion control mat

Single Family Lot Erosion Control Plan - Type B



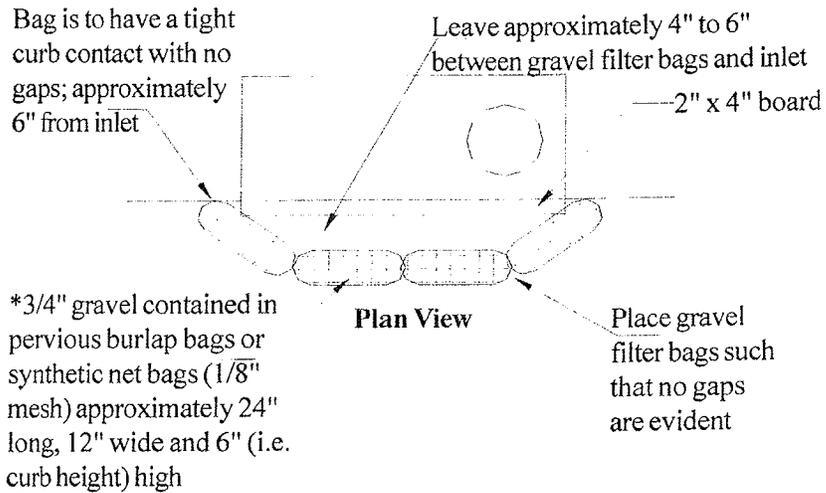
Single Family Lot Erosion Control Plan - Type C



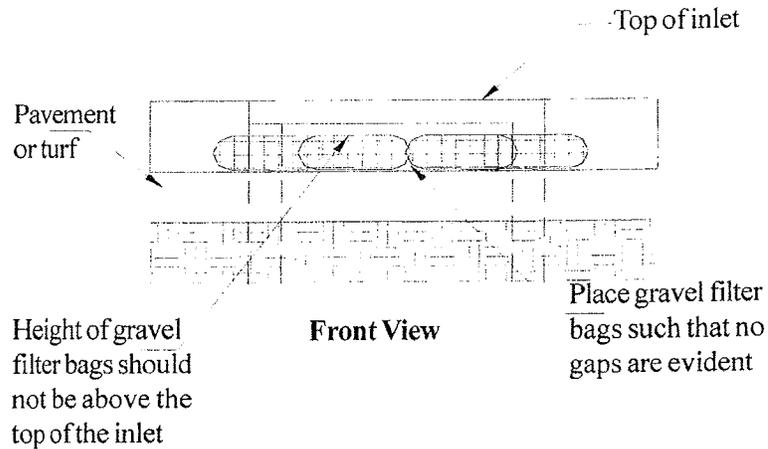
An erosion control mat will be placed on the entire ROW (optional)

- Silt fence
- Gravel construction entrance
- Direction of surface water runoff
- Erosion control mat

Curb Inlet Protection - Gravel Filter Bag

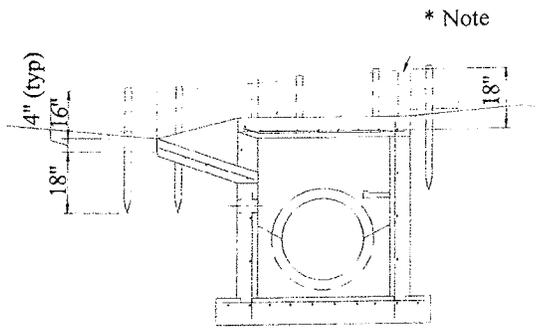
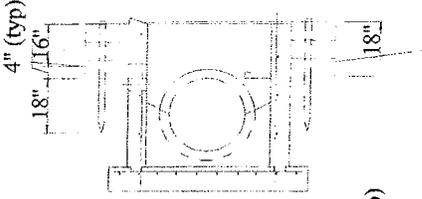
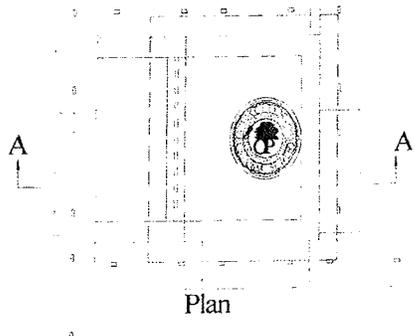
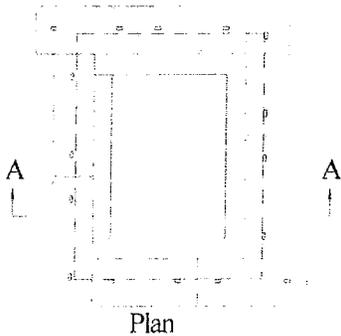


*Coarse aggregate from 1/2" to 1" diameter

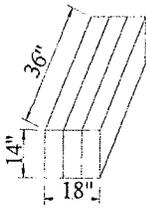


**Area Inlet Without
Installed Throat
and Top**

**Area Inlet With
Installed Throat
and Top**

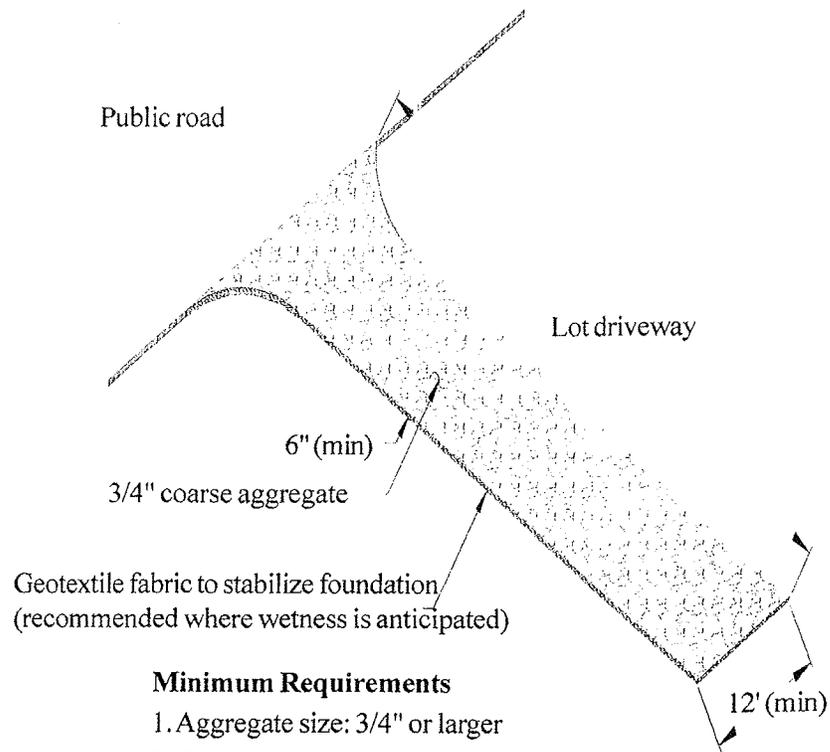


**Typical
Straw Bale**



*Pack any voids between bales with loose straw allowing no gaps

Temporary Construction Entrance



Minimum Requirements

1. Aggregate size: 3/4" or larger
2. Pad design-
Thickness: 6" minimum
Width: 12' minimum
Length: Lot driveway
3. Geotextile fabric-
an underliner of woven geotextile fabric may be used in wet conditions to provide stability

**SEDIMENT FENCE
Minimum Requirements**

Length - maximum of 600', flare ends of fence uphill to temporarily impound water.

Spacing of support posts - 6' maximum.

Trench - bottom 1' of fence must be buried a minimum of 6" deep.

Impounded water height - depth of impounded water should not exceed 1.5' at any point along fence.

Support posts - 2" square wood or 1.0 lb/linear foot steel. Steel posts should have projections for fastening fabric.

Support wire - wire fence (14-gauge with 6" mesh), necessary if standard strength fabric is used.

Synthetic geo-textile fabric- conforming to specifications in Table 1 and containing ultraviolet light inhibitors and stabilizers. Minimum design life of 6 months.

Table 1

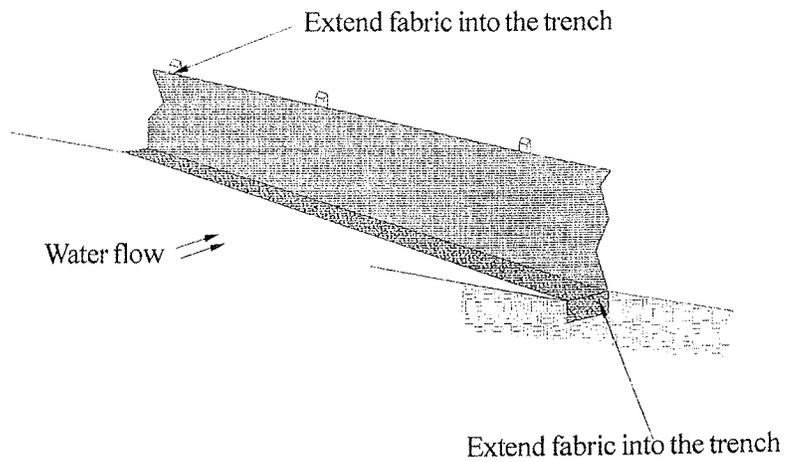
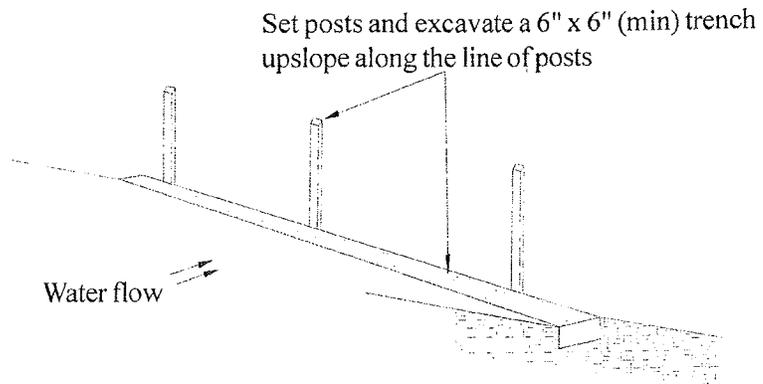
Specifications For Sediment Fence Fabric	
Physical Property	Minimum Requirement
Filtering Efficiency	85%
Tensile strength at 20% (maximum) elongation:	
Standard Strength =	30 lb/linear inch
High Strength =	50 lb/linear inch

FENCE INSTALLATION

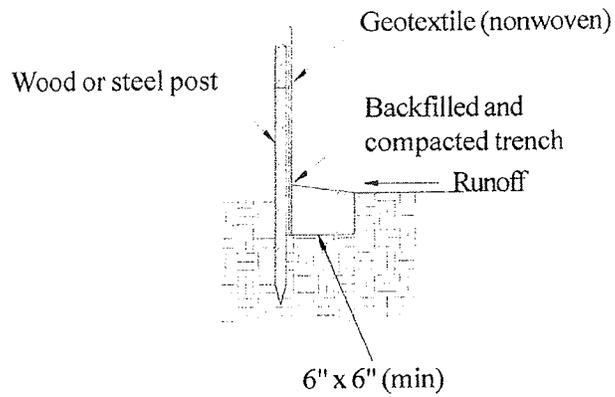
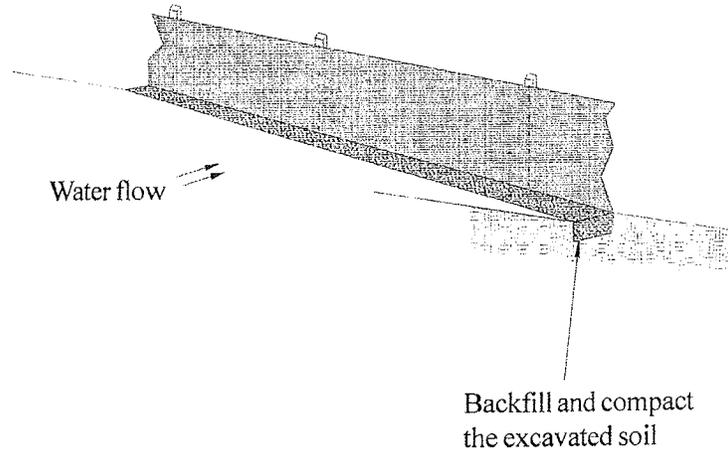
Construction

- 1) Dig a trench at least 6" deep along the fence alignment.
- 2) Drive posts at least 18" into the ground on the down-slope side of the trench. Space posts a maximum of 6'.
- 3) Fasten support wire fence to upslope side of posts, extending 6" into trench.
- 4) Attach continuous length of fabric to upslope side of fence posts. Try to minimize the number of joints. Avoid joints at low points in the fence line. Where joints are necessary, fasten fabric securely to support posts and overlap to the next post.
- 5) Place the bottom 1" of fabric in the 6" deep trench (minimum), lapping toward the upslope side. Backfill with compacted earth or gravel.

Installation



Installation (continued)



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of Substance Abuse Policy and implementation of Employee Assistant Program (EAP).

Department: Administration

Background/Description of Item:

In an effort to provide a safe workplace environment, a Substance Abuse Policy has been draft for Council approval.

With adoption of this policy we will also implement random drug testing. Two employees per month would be selected by Alternatives Inc. for testing. The employee would have four hours once notified to arrive at OHS Compcare for testing. Once the employee arrives at the laboratory, the process should take approximately twenty minutes and cost approximately \$40. If the employee tests positive, an additional step would be taken where a medical review officer would contact the employee's physician and pharmacy regarding legal prescriptions taken by the employee. That would be an additional \$19.00. Employees and supervisors would receive training from Alternatives regarding Substance Abuse.

In conjunction with the Substance Abuse Policy, Council is also requested to take action on the implementation of an Employee Assistant Program (EAP). The program would be run through Alternatives Inc. The cost of the program would be \$2,000 per year and funded through the Employee's Benefit Fund. The employee would be responsible for any other costs associated with treatment. An EAP is not required by law, but recommended when random drug and accident testing are implemented.

Department heads have reviewed and support the policy. The city attorney has also reviewed the policy and made necessary changes.

Funding Source: Employee Benefit Fund

Recommendation: Approve submitting a portion of the 155th Street project for funding through the TCSP program.

Prepared by: Mary A. Mogle, City Clerk/HR
Council Date: May 5, 2008

City of Basehor Substance Abuse Policy

Introduction

As part of our commitment to safe guard the health of our employees, to provide a safe place for our employees to work, to promote a drug-free community, City of Basehor (here after referred to as "City") establishes this policy on the use or abuse of alcohol and illegal drugs by our employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided by the City. The City has established this policy to detect users and remove abusers of alcohol and illegal drugs from the workplace. It is also the policy of the City to prevent the use and/or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

Purpose

The purpose of this policy is to communicate the City's position on alcohol and drugs in the workplace and to provide guidance for implementing related programs within the City.

City policies and procedures regarding substance abuse or the employees assistance program, are not intended to create or alter any existing, implied, or express contracts, written or verbal, between the City and its employees, independent contractors, or job applicants. The City reserves the right to alter any of its policies, procedures, or programs, at will and without notice to its employees, independent contractors, or job applicants. The City creates no promises with any of its policies, procedures, and programs, and remains free to change wages and all other working conditions without having to consult employees or anyone else and without anyone's agreement. The City reserves the right with or without good cause to refuse to hire any job applicant as is consistent with existing law.

Scope

All City employees, including management, production, administrative, drivers and temporary employees, are covered by this policy. As a condition of employment, employees are required to abide by the terms of this policy. This substance abuse policy primarily governs actions in the areas of alcohol and drugs. Other City policies may apply in these areas to the extent that they do not conflict with this policy. Certain employees may be subject to additional requirements under state and/or federal regulations.

Substance Abuse Policy Dissemination

- A. All employees are to be informed of the City's substance abuse policy. Employees shall be given a copy of the City's substance abuse policy and shall be required to sign an Acknowledgment of Receipt and Understanding.
- B. All applicants shall be informed in writing of the City's policy of pre-employment testing and shall be required to sign an Applicant Drug/Alcohol Testing Consent Agreement following a conditional offer to hire and prior to referral for a physical or drug and/or alcohol test.

Definitions

A. Illegal Drugs

"Illegal drugs" are drugs or controlled substances (as defined pursuant to 21 U.S.C. 802, including all substances listed on Schedule I through V, 21 C.F.R. Pt. 1308, as they may be revised from time to time) which are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful manner. Examples include, but are not limited to, cocaine and marijuana, as well as prescription drugs which are not lawfully obtained or properly utilized. The term "illegal drugs" also includes mind-altering and/or addictive substances which are not sold as drugs or medicines but are used for the mind -or behavior-altering effect.

B. Legal Drugs

“Legal drugs” are those prescribed or over-the-counter drugs that are legally obtained by the employee and used for the purpose for which they were prescribed and sold.

C. Safety Sensitive Position

A “safety sensitive position” or safety sensitive function is any position that requires the performance of physical or supervisory tasks directly affecting operations which, if performed improperly, could result in injury or death to employees or others or could result in significant property damage. A position may also be classified as sensitive if it requires responsibilities with a high degree of trust and confidence.

D. City Property

The term “city property” includes work sites, parking lots, vehicles, offices owned, rented, utilized, or serviced by the City or by any customer of the City, employee owned or employee-rented vehicles on the property of the City or of any customer of the City while on City business, and locations where the employee represents the City in any capacity.

E. On Duty

The term "on duty", for purposes of this Substance Abuse Policy only, includes all working hours, as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents the City in any capacity.

F. Non-Department of Transportation (here after referred to as “DOT”) Employees

All employees of the City, permanent, and part-time, including management, production, and administrative, excluding those defined as "DOT Employees".

G. DOT Employees

Employees of the City who have a commercial drivers license and/or drive commercial motor vehicles with a gross vehicle weight rating or gross combination weight rating of 26,001 or more pounds, as defined by 49 C.F.R. 382.107.

Drug/Alcohol Use Prohibitions

A. The use, sale, purchase, possession, manufacture, distribution, or dispensing of illegal drugs on City property or during working time is against City policy and is cause for discipline, up to and including immediate termination.

B. It is also against City policy for any employee to report to work or be on duty with the presence of illegal drugs in the employee's body. Employees who violate this policy are subject to disciplinary action, up to and including termination.

C. Legal drugs may also affect the safety of the employee, fellow employees or the members of the public. Therefore, any employee who is taking any legal drug that might impair safety, performance, or any motor functions must advise his or her supervisor before reporting to work under such medication. A failure to do so will result in disciplinary action. Improper use of "legal drugs" is prohibited and will result in disciplinary action, up to and including termination.

D. Refusal to submit to, efforts to tamper with, or failure to pass a drug test will result in disciplinary action, up to and including termination.

E. The consumption, possession or being under the influence of alcohol while on duty is prohibited and will result in disciplinary action, up to and including termination. There may be occasions, however, removed from the usual work setting, at which it is permissible to consume alcohol in moderation (e.g., City picnics, receptions, civic activities, City sporting events).

F. Notwithstanding the exception mentioned above, it is against City policy to report to work or to work under the influence of alcohol.

G. An alcohol test result of .02 or higher will be considered positive under the DOT Guidelines.

H. Refusal to submit to, efforts to tamper with, or failure to pass an alcohol test will result in a disciplinary action, up to and including termination.

Testing

A. Pre-Employment Test

1. All applicants considered final candidates and who have received a conditional offer for a position will be tested for the presence of illegal drugs and alcohol as a part of the application process.
2. Applicants will be advised of the City's pre-employment testing requirements in writing following an offer of hire and prior to referral for a drug and alcohol test. Applicants will be asked to sign the Applicant Drug/Alcohol Testing Consent Agreement.
3. Any applicant who refused to submit to, tampers with, or fails to pass the pre-employment drug and alcohol test shall be ineligible for hire for a period of one year.

B. Reasonable Suspicion Testing

1. DOT employees and Non-DOT employees will be asked to submit to a drug and/or alcohol test based on a reasonable suspicion that their ability to perform work safely or effectively may be impaired. Factors that individually or in combination could result in reasonable suspicion include, but are not limited to, the following:
 - a. direct observation of an individual engaged in drug and/or alcohol-related activity;
 - b. a pattern of abnormal conduct;
 - c. unusual, irrational, or erratic behavior;
 - e. sudden changes in work performance;
 - f. repeated failure to follow instructions or operating procedures;
 - g. violation of City safety policies or failure to follow safe work practices;
 - h. unexplained or excessive negligence or carelessness;
 - i. discovery or presence of drugs in an employee's possession or near an employee's workplace;
 - j. odor or residual odor peculiar to some drugs;
 - k. arrest or conviction for a drug-related crime;
 - l. information provided either by reliable and credible sources or independently corroborated; or
 - m. evidence that an employee has tampered with a prior drug and/or alcohol test.
2. If feasible, the conduct of an employee which raises reasonable suspicion shall be witnessed by two (2) supervisors or city officials. If not feasible, only one (1) supervisor or city official need witness the employee's conduct.
3. If a supervisor(s) believes reasonable suspicion exists, the supervisor(s) should report his or her findings and observations to the manager of personnel or city administrator immediately.

C. Post-Accident Testing

1. DOT employees, as required by 49CFR 382.303, and Non-DOT employees, who are involved in an accident will be tested for the presence of drugs and/or alcohol as soon as possible following a vehicle accident or other occurrence that involves either of the following:

- a. Bodily injury requiring medical treatment
 - b. Property damage requiring significant repair work in excess of \$1,000
 - c. The city administrator , in certain circumstances, may require or waive drug/alcohol testing.
2. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

D. Random Testing

1. As required pursuant to 49 C.F.R. 382.305, all DOT employees will be required to submit to drug and/or alcohol testing on a random basis.
 - a. Selection of DOT employees for random testing shall be conducted through the use of a random number generator or other neutral selection process.
 - b. Random testing of DOT employees will occur while the driver is performing safety sensitive functions, or just before or just after the driver performs such functions.
2. All Non-DOT employees shall be subject to random drug testing. Selection of Non-DOT employees for random drug testing shall be conducted through the use of a random number generated by an outside agency other than City staff.
3. Supervisors that suspect an employee may be under the influence of drugs or alcohol may request that employee be tested.
4. The city administrator, in certain circumstances, may require or waive drug/alcohol testing.

E. Follow-Up Testing

Any employees who have participated in a substance abuse counseling or rehabilitation program, either voluntarily or as a result of violation of this Drug, Alcohol, and Substance Abuse Policy, will be subject to unannounced follow-up tests for a twelve month period after returning to work or completion of any rehabilitation program, whichever is later.

F. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary by the City.

G. Testing Procedure

1. The City will determine the drug and/or alcohol testing to be performed.
2. If the employee refuses to consent to testing, fails to appear for testing, tampers with the test, or fails to cooperate with the testing procedures, the action will be considered a positive result, and he or she may be disciplined up to and including termination.
3. Test samples will be analyzed by a qualified laboratory or technician selected by the City that complies with DOT regulations.
 - a. All urine samples will be tested according to the following sequence: (1) All urine samples will be subjected to an initial screening process to detect the presence of controlled substances; (2) Those samples having a

negative screen (no illegal or illicitly used substances present) will be considered to have tested negative, and no further testing will be done on that sample; and (3) Those samples that test positive on the first screen will be tested more extensively by means of Gas Chromatography/Mass Spectrometry (GC/MS) to eliminate any false-positive tests and confirm the presence of illegal drugs.

- b. All breath samples will be tested according to the following sequence: (1) All breath samples will be subjected to all initial screening tests to detect the presence of alcohol; (2) For those tests with a result of 0.02 or greater, a second test will be conducted that also provides quantitative data of alcohol concentration to ensure an accurate result; and (3) Any DOT employee tested under these provisions with an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle. Likewise, the employee will not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
 - c. On an annual basis, the personnel director shall provide the qualified laboratory with a list of employees. From the list provided, the laboratory shall randomly select two employees per month to be tested. The laboratory shall notify the personnel director prior to 9:00 a.m. of the randomly chosen employees. The personnel director or their designee shall contact the designated employees. The employee has up to ~~four~~ ^{four} hours, after notification, to arrive at the designated testing laboratory and be tested. For those employees performing shift work, additional time may be necessary. No more than twenty-four hours shall past after notification for shift workers.
4. Employees who consent to testing will be informed of the results by the personnel director or city administrator. This information will be handled with the degree of care and confidentiality necessary to safeguard the employee's interests and to ensure the results are attributed to the correct person. As set forth within, a positive test will result in disciplinary action, up to and including termination and/or referral of the employee to the Employee Assistance Program (here after referred to as "EAP")
 5. Any employee who adulterates a specimen or who otherwise attempts to invalidate a test will be subject to discipline, up to and including termination.

Disciplinary Action

A. In the case of a first-time violation of the City's Substance Abuse Policy, including a positive drug or alcohol test result or other evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol while on duty, the employee will be disciplined, up to and including termination, and/or the following may apply:

1. The employee will be subject to discipline and referred to the EAP
2. The employee must contact the City's EAP within 24 hours and participate in professional drug and/or alcohol evaluation, counseling, and/or rehabilitation as prescribed by the EAP. The employee must cooperate with the EAP staff in carrying out its responsibility to coordinate the evaluation, counseling, treatment, and follow-up process.
3. Employees who: (1) do not cooperate with the EAP; or (2) refuse to participate in or do not satisfactorily complete a drug or alcohol abuse assistance or rehabilitation program; or (3) subsequently violate this policy, will be terminated.
4. The employee may require inpatient or outpatient treatment and/or an educational program. The employee will be placed on leave without pay during the absence, or may use accrued existing leave benefits (medical, vacation) if needed.
5. Any employee referred to the EAP for drug and/or alcohol use must sign a Last Chance Acknowledgment prior to returning to work and agree to submit to unannounced drug testing for a period of up to 12 months.
6. After signing the Last Chance Acknowledgment and before returning to work, the employee must submit to a drug and/or alcohol test, and the results of the test must be negative.

7. A first-time violator of this policy may be subject to immediate discipline, up to and including termination, if the conduct of the violator is deemed by management to warrant such action without referral to the EAP
8. The employee shall be responsible for all costs associated with treatment. The employee may contact the State of Kansas Employee Assistance Program, group health insurance plan, or EAP facility for treatment options.

B. The City may suspend employees without pay under this policy pending the results of a drug and/or alcohol test or investigation.

C. Except for first-time violators of this policy as set forth above, or as required in an employee's regular employment responsibilities, any employee engaging in the use, sale, purchase, possession, or distribution of drugs or alcohol on duty, or who otherwise violates this policy, is subject to disciplinary action, up to and including termination, without referral to the City's EAP.

Employee Assistance Program

A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and/or other personal or emotional problems. No employee will be subject to discipline for voluntarily seeking EAP assistance. An employee may not, however, avoid discipline for violating the substance abuse policy by seeking this assistance after the employee is referred for testing pursuant to this policy.

B. Any work-related performance, attendance or behavioral problems may result in discipline, up to and including termination, even if an employee is voluntarily participating in the EAP.

C. Employees referred to the EAP as a result of a violation of the City's substance abuse policy may continue their employment with the approval of the City, provided that:

1. They contact the EAP and strictly adhere to all the terms of treatment and counseling prescribed by the EAP;
2. Immediately cease any and all use of alcohol and /or drugs; and
3. Consent in writing to periodic unannounced testing for a period of up to two years after returning to work or completion of any rehabilitation program, whichever is later.

D. In keeping with the City's need for safety and security, management will determine whether the City should grant a leave of absence or reassign an employee following a positive test or during the period of evaluation, treatment, or counseling.

E. Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.

Investigation

A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right upon reasonable suspicion or belief to search all vehicles, containers, lockers, or other items on City property in furtherance of this policy. Individuals may also be requested to display personal property for visual inspection upon request by the City based on a reasonable belief or suspicion.

B. Failure to consent to a search or to display personal property for visual inspection will be grounds for termination or denial of access to City premises.

C. The City will turn over all confiscated drugs to the proper law enforcement authorities. Further, the City will cooperate with and may enlist the services of the proper law enforcement authorities in the course of any investigation.

Arrest Or Conviction For Alcohol/Drug Related Crime

A. If an employee is arrested for or convicted of a drug-related crime, the City may investigate the circumstances, and City officials may utilize the drug-testing procedure.

B. As a condition of employment, an employee shall notify a member of management of any criminal drug statute conviction or for any plea of guilty, nolo contendere, or suspended imposition of sentence that has been entered on a criminal drug statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea, or imposition.

Confidentiality

Results of an applicant's or employee's test for the use of illegal drugs or alcohol shall be transmitted from the certified technician or representative of the lab to the City's manager of personnel. In order to effectively address the drug or alcohol problems of employees, it may be necessary for the manager of personnel to consult with other City personnel in the process. The test results and identity of the employee shall be treated with the appropriate degree of confidentiality and shall be disseminated only on a need-to-know basis.

Drug Free Awareness Program

A. The City will conduct drug-free awareness programs. These programs will inform employees about the following:

1. The dangers of drug and alcohol abuse in the workplace;
2. The City's policy of maintaining a drug and alcohol free workplace;
3. Available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
4. The sanctions that may be imposed for alcohol and drug abuse violations.

B. Employees are encouraged to approach their supervisor or the manager of personnel at anytime with any questions they have about the City's Substance Abuse Policy as stated herein.

City of Basehor

Last Chance Agreement

Any employee who violates the City of Basehor’s Substance Abuse Policy will be subject to disciplinary action, up to and including discharge, at the City of Basehor’s sole and exclusive discretion.

An individual who violates this policy may, at the City of Basehor’s sole discretion and without precedent, be offered the opportunity to enter into a “Last Chance Agreement.” The primary objective of a Last Chance Agreement is to offer rehabilitation to an employee who has or may develop drug or alcohol problems or other health or behavioral problems. A Last Chance Agreement shall provide that an employee who violates this policy may return to employment at City of Basehor under the following conditions:

- (a) The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.
- (b) The employee must successfully complete a licensed rehabilitation program approved by the Company. A written statement of successful completion must be provided from the licensed rehabilitation program.
- (c) The employee must agree to submit to unannounced random testing for the duration of the treatment plus one year.
- (d) An employee returned to work under a Last Chance Agreement will be subject to immediate discharge for any violation of this policy including, but not limited to, a positive test result for the use of any prohibited substance as defined by this policy.

ACKNOWLEDGMENT BY EMPLOYEE

I, _____, have received a copy of the Drug-Free Workplace/Prohibited Substance Abuse Policy. I have read the Policy. I have been given an opportunity to ask questions about any information contained in it. I understand its contents and agree to abide by and be bound by its terms.

Employee’s Signature

Date

Witness/Personnel Director

Date

SUBSTANCE ABUSE TESTING

THE OHS-COMPCARE DIFFERENCE . . .

FAST, ACCURATE, RESULTS

Substance abuse places a burden on society.

Individuals who can't adhere to a drug-free workplace policy...Seek employment at firms that don't have one!

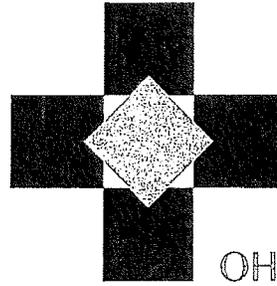
- Alcohol and drug abuse has been estimated to cost American businesses roughly 81 billion dollars in lost productivity in just one year - 37 billion due to premature death and 44 billion due to illness.
- Of callers to the National Cocaine Helpline, 75% admit to having used drugs on the job, 64% report that drugs have adversely affected their job performance, 44% say they have sold drugs to fellow employees, and 18% say they have stolen from coworkers to support their drug habit.
- Among full-time employed current illicit drug users 44% work for small companies (1-24); 43% work for medium companies (25-499); 13% work for large companies (500 or more).
- Up to 40% of industrial fatalities and 47% of industrial injuries can be linked to alcohol consumption and alcoholism.

Rapid Response Reporting (*immediate electronic reporting of non-DOT results*).

- OHS-COMPCARE follows Department of Transportation (DOT) Guidelines on Substance Abuse Tests for Consistent Collection and Handling of All Specimens.
- Instant Results Drug Testing or Laboratory Process.
- Specialized Panels for Healthcare Environments.
- OHS-COMPCARE Participates in most national drug testing networks.
- Medical Review Services (*MRO, including electronic reporting*).
- 24-Hour Collector On-Call Service.
- Collect using any employer-designated lab or LabOne.
- On-Site Services.



March 9, 2007



The Solution

CONFIDENTIAL

OHS-COMPCARE

VIA E-Mail cityclerk@cityofbasehor.org

Ms. Mary Ann Mogle
Human Resources
City of Basehor
P.O. Box 406
Basehor, KS 66007

Dear Ms. Mogle:

Thank you for the opportunity to meet with you to discuss the services of OHS-COMPCARE. Listed below is the pricing information you requested.

Post Offer Employment Test (POET)

For Police, Public Works, Building Inspectors, Planning/Zoning	\$60.00
For Administrative Staff Office Associates	\$25.00
Basic pre-placement physical	\$41.00

The components of the basic pre-placement physical include:

Comprehensive medical history and profile
Physical examination by physician
Height, weight, temperature, pulse, respiration, and blood pressure
Visual acuity test for near, far, and depth perception
Horizontal field of vision
Dip UA for specific gravity, blood, sugar and protein
Appropriate physical classification in view of medical findings
Whisper test
Ishihara Color Vision (included with physical) No Charge

10-panel non-regulated instant drug screen	\$29.95
Lab confirmation test (lab confirmation is only required on non-negative drug screen results)	\$10.00
Medical Review Officer (MRO) (only required on lab confirmed positive drug screen results)	\$19.00

ADMINISTRATIVE OFFICE

920 Main, Suite 300 • Kansas City, Missouri 64105 • (816) 561-2105 • 877-561-2122 • FAX (816) 561-3819

www.ohscompcare.com

@Life Service Description

@Life is a culmination of extensive research that Alternatives conducted among its clients that indicated the challenges facing today's workforce are much different than even four or five years ago. The types of services that help today's employees balance work and home is changing, and most employee assistance programs haven't kept pace. We believe that a sound EAP that really contributes to the bottom line is much more than just a counseling program. Our **@Life** service combines a state-of-the-art employee assistance program, work life services, wellness, and an interactive EAP web site that provides what we believe to be the best program available. Our comprehensive **@Life** program with its demand management and health promotion focus translates into real value for the organization.

DESIGN AND IMPLEMENTATION

An integral part of Alternatives' service is designing a system and an implementation plan that is tailored to the unique dynamics of the organization. We will conduct a detailed evaluation of your organization and use the data to develop:

- EAP system objectives that meet the unique needs of your organization, including employee utilization and financial impact indicators.
- EAP policies and procedures that integrate with company initiatives such as drug testing, ADA compliance, Family Medical Leave Act, sexual harassment policies, workers' compensation, psychiatric second opinions, etc.
- Working protocols with existing employee health care benefit plans. Alternatives has extensive experience in coordinating behavioral health treatment with all major managed mental health care companies.
- An employee communications plan that will target all organizational levels to maximize the results.
- Managerial/supervisory training objectives and schedule.

24-HOUR HELPLINE

Alternatives master level counselors are on line 24 hours a day to provide employees and their dependents with in-person, immediate help. We understand that issues and concerns don't always happen during business hours. Our 24 Hour HelpLine also provides managers and supervisors around-the-clock availability for expert advice and coaching when working with difficult people problems related to job performance concerns.

NATIONAL SERVICE DELIVERY

Currently providing EAP services in over 1,650 cities through over 5,000 EAP counselors and workplace specialists in all 50 United States, Canada, Mexico, Puerto Rico, and the Caribbean. Through a specialized strategic partnerships, Alternatives can also serve employees and their family members in Australia, Great Britain, Europe, China, and Japan.

INTERACTIVE WEB SITE

Alternatives has added to its offerings a new generation of interactive web site that includes education videos, resources, problem solving, interactive personal development programs, and private online counseling available from licensed EAP counselors. Employees can access the Alternatives web site from any Internet connected computer, pinpoint problems, work out solutions, and move toward a better life both on and off the job.

SHORT TERM, SOLUTION FOCUSED PERSONAL & FAMILY COUNSELING

Our clinical approach is based on the solution focused, goal oriented model. Our EAP counselors provide short term counseling and/or referral for the concerns that effect most employees in today's challenging work/life environment. Marriage and relationship concerns, family and parenting questions, emotional and stress related issues, alcohol and drug problems, grief and loss, violence, and work related concerns are a few of the most common examples.

EXPERT SPECIALIZED CASE HANDLING FOR WORK-RELATED REFERRALS

Alternatives believes that intense and focused case management of the job performance related referral provides the best opportunity for employee success, and our approach is second to none. Fitness-for-duty and return-to-work evaluations, FMLA (mental health related), and psychiatric second opinions are also included in our service.

CRITICAL INCIDENT MANAGEMENT

Experienced EAP clinicians, trained in crisis intervention, are available on-site within 24 hours (usually the same day) for immediate trauma/violence counseling and educational sessions for individuals and groups.

LIFE AND HEALTH COACHING (OPTIONAL)

An EAP coaching professional will partner with the employee to help produce fulfilling results in their personal and professional life outside of the traditional "counseling" setting. The coaching program can help enhance the quality of personal and work life in six areas: stress management, smoking cessation, weight management, building sound relationships, improving self-confidence, and career strengthening.

LEGAL CONSULTATIONS AND DISCOUNTS

The Alternatives program offers a no charge telephone legal consultation (45-60 minutes) with an attorney usually in the zip code of the caller, who specializes in the area of concern. If the employee chooses to retain an attorney, a 25 percent discount applies. The plan covers a wide variety of occurrences including issues involving family and domestic law, wills, power of attorney, medical directives, motor vehicle questions, civil issues, criminal situations, elder law matters and estate planning.

HEALTHY WEIGHT PROGRAM

Families in today's world are more interested than ever in proper nutrition, and weight management. The **@Life** program offers eligible employees a five session Healthy Weight Program teleclass delivered by licensed weight management nurse practitioners. The program helps employees better understand the dynamics of sound nutrition and healthy eating, the importance of the fundamentals of exercise and cardiovascular strengthening, and achieving realistic weight goals.

CHILDCARE ASSISTANCE, INFORMATION AND REFERRAL

Personalized childcare search assistance from a licensed daycare provider, plus valuable information on selecting the best providers. One-to-one counseling for parenting and other childcare concerns is always available.

ELDERCARE INFORMATION AND REFERRAL

Personalized help from a licensed geriatric care coordinator to answer questions and find the right kind of help for an aging family member or loved one.

DOT AND DRUGFREE WORKPLACE COMPLIANCE SERVICES

Alternatives furnishes approved evaluation, monitoring, training and education compliance programs and services at no additional charge to its client organizations. Alternatives can integrate and coordinate EAP protocols and systems within your current drug testing program (if applicable). Components include:

- Help in developing policies and procedures that comply with all federal and state mandates.
- Supervisory/managerial consultations.
- Care coordination, which includes: SAP evaluation, treatment referral, develop return-to-work "contracts", consultation mechanisms for appropriate company personnel, and monitor employee progress for a minimum of 12 months.
- Training programs that comply with all federal statutes for all organizational entities.

GRAB-A-CAB PROGRAM

Alternatives is committed to supporting our client companies' efforts to keep the work family safe and productive. We will reimburse any employee for cab fare whenever they have had too much to drink and choose to take a cab home. The reimbursement process is simple and confidential.

PERSONAL MONEY MANAGEMENT ASSISTANCE AND INFORMATION

The financial component of the @Life program provides employees and their dependents access to financial specialists with a broad range of experience in financial services including licensed CPA's and Certified Financial Planners. The service includes individual telephonic consultations covering:

- home budgeting
- debt and loan consolidation
- credit matters
- estate planning
- college funding
- retirement planning
- tax issues and concerns
- investments

SUPERVISOR/MANAGER TRAINING

Building managerial skills brings EAP core technology to the forefront of the organization. Our on site training teaches managers on how they can use the EAP as a tool to maximize performance without the pressures of trying to be a clinician.

EMPLOYEE EDUCATION AND ONGOING COMMUNICATIONS

Alternatives uses award winning, state-of-the-art communication materials and health promotion educational sessions that target all organizational levels. Our on going communications strategies promote early identification and emotional health. Materials include brochures, posters, wallet cards, refrigerator magnets, paycheck stuffers, newsletters, and on-going e-mail news and information.

CONTINUOUS QUALITY IMPROVEMENT

Alternatives is accredited by URAC, the Utilization Review and Accreditation Commission, and all business and clinical practices exceeds all quality standards as set for forth by the International Employee Assistance Professionals Association (EAPA), and the Employee Assistance Society of North America (EASNA), the EAP industry's certification and licensure entities. Quality Management³ (Qm³) is our continuous quality improvement program and commitment that your organization will get the very best Alternatives has to offer with the industry's best clinical performance benchmarks and quality assurance plans.

UTILIZATION REPORTS

Your organization will receive an activity report providing data regarding program utilization on a quarterly basis. The report includes the numbers of cases opened and closed during the reporting period together with pertinent client data including demographics, length of employment and problem category. This quarterly report helps the Alternatives Executive Consultant and the organization monitor program activities, plan future projects, and implement needed system changes. The reporting mechanism is designed to protect the confidentiality of the employee.

FEES

EAP services are offered on a yearly contractual basis based on the number of covered employees (\$2000.00 minimum), with either party reserving the option to cancel the agreement at any time with ninety (90) days written notice. Invoicing for services is monthly, and the terms are net 30 days.

Service Description	3 Session Model	6/7 Session Model
@Life Integrated EAP, Work Life, Wellness, and Behavioral Risk Service	\$16.89	\$25.90
Life and Health Coaching	\$3.85	\$3.85
EAP OnLine Web Site	Included	Included
Training & Education	\$125.00/Hour	\$125.00/Hour
Critical Incident Management	Included	Included
DOT/SAP Compliance Services	Included	Included

Alternatives

Linking Employees To Corporate Growth