

(revised 5/19/08)
AGENDA

BASEHOR CITY COUNCIL
May 19, 2008
6:00 p.m.
Basehor City Hall

WORK SESSION - 6:00 p.m.

1. Discussion regarding in-house building permit audit (2002 to present).
2. Review proposed changes to Municipal Code.
3. 2009 Budget review – department requests
4. Discussion regarding agenda items.

REGULAR MEETING – 7:00 p.m.

1. **Roll Call by Mayor Chris Garcia and Pledge of Allegiance**
2. **Fill vacancy on the city council.**
3. **Election of Council President**
4. **Public Hearing regarding Sewer and Solid Waste Delinquents**
5. **Public hearing regarding the annexation of property located at 19249 158th Street.**
6. **Public hearing regarding the annexation of property located at 16101 Parallel Road.**

7. 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. May 5, 2008 Work Session & Regular Meeting
 2. May 12, 2008 Work Session (Matter of Record-No meeting held due to lack of quorum)
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

8. 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

AGENDA ITEM INFORMATION FORM

Agenda Item: Public Hearing – Hear concerns from residents prior to authorizing administrative staff to file delinquent accounts with the county clerk to have placed on property taxes.

Department: Administration

Background/Description of Item:

On an annual basis the City has an opportunity to place delinquent sewer and solid waste accounts on residents property taxes for collection.

This request is Step 5 of our annual process:

Certified letters notifying property owners/tenants/renters of delinquent accounts were mailed on April 23, 2008.

5. On ~~June 2~~, *May 19*, the public hearing will be held (Report III). Council will hear concerns from residents and then vote to authorize the city clerk to file a list of delinquent accounts with the county clerk for collection on the Ad Valorem Tax rolls.

6. Final Step – a formal list (Report IV) and a certificate is prepared and mailed to county clerk.

The list you have before you tonight does not include the May late fees.

Funding Source:

Recommendation: Authorize city clerk to file delinquent accounts with county clerk for collection on property taxes and assess a \$100 administrative fee to each delinquent account filed.

Prepared by: Mary A. Mogle, City Clerk
Council Date: May 19, 2008

REPORT 7 - May 19, 2008
Sewer/Solid Waste Delinquent Accounts
After March Penalties & April Billing
Public Hearing

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
0150-001711-0000-01 Richard M. & Janice Maleta 1711 N. 150th St. Basehor, KS 66007 #052-181-010-00-00-01300		0.00	\$127.07	\$127.07	\$100.00
0154-003036-0000-02 Franklin E. & Jackie L. Robinson 3036 N. 154th St. Basehor, KS 66007 #052-157-35-0-20-03-001.00-0-01		\$ 286.07	\$77.44	\$363.51	\$100.00
0155-001708-0000-02 Efren & Rosa Gildo 8170 Ferry Rd. DeSoto, KS 66018 #052-181-02-0-00-00-005.03-0-01		\$105.83	\$0.00	\$105.83	\$100.00
0155-002817-0000-02 Joseph & Brandis Smith 2817 N. 155th St. Basehor, KS 66007 #052-157-35-0-20-05-003.00-0-01		\$ 310.48	\$ 95.06	\$ 405.54	\$ 100.00
0155-003305-0000-01 Security Bank of Kansas City 1300 N. 78th St. Kansas City, KS 66112	<i>pe</i>	\$ 413.94	\$ 96.03	\$ 509.97	\$ 100.00
0155-003601-0000-01 Catherine M. De Ruse 3601 N. 155th St. Basehor, KS 66007 #052-157-26-0-20-03-006.00-0-01		\$339.53	\$127.07	\$466.60	\$100.00
0156-002904-0000-02 Bernard Clifton Powell 2904 N. 156th St. Basehor, KS 66007 052-158-34-0-10-03-013.00-0-01		\$656.72	\$17.46	\$674.18	\$100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
0156-003209-0000-01 Gregory A. Chism Dickxie L. Brizendine 2940 N. Meridian Wichita, KS 67204 052-158-27-0-40-06-002.00-0-01	Dickxie L. Brizendine 2936 Crommwell Wichita, KS 67204	\$256.45	\$74.69	\$331.14	\$100.00
0156-003305-0000-02 Carl W. Norman 3305 N. 156th St. Basehor, KS 66007 #052-158-27-0-40-01-009.00-0-01		\$127.19	\$127.07	\$254.26	\$100.00
0157-002606-0000-01 Karen D. Hadley 2606 N. 157th St. Basehor, KS 66007 #052-158-34-0-10-15-006.00-0-01		\$801.72	\$127.07	\$928.79	\$100.00
0157-003013-0000-01 Lan & James Markovich John R. & Lisa J. Markovich 3013 N. 157th St. Basehor, KS 66007		\$162.81	\$41.71	\$204.52	\$100.00
0157-003304-0000-01 Michael A. & Lori M. Shultz 3304 N. 157th St. Basehor, KS 66007 #052-182-03-0-00-00-035.35		\$248.50	\$16.69	\$265.19	\$100.00
152C-003723-0000-01 Kiann C. Mc Bratney 3723 N. 152nd Ct. Basehor, KS 66007 #052-157-26-0-20-07-004.00-0-01		\$142.65	\$36.55	\$179.20	\$100.00
153T-003024-0000-02 Matthew C. & Ashley R. Nicks 3024 N. 153rd Terr. Basehor, KS 66007 #052-157-35-0-20-02-014.00-0-01		\$394.58	\$116.40	\$510.98	\$100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
154P-000600-0000-01 Sun Homes P.O. Box 15165 Lenexa, KS 66285 #052-181-11-0-00-00-004.37-0-01		\$32.04	\$0.00	\$32.04	\$100.00
154P-000604-0000-01 Paul J. & Marsha Hunt 604 154th Place Bonner Springs, KS 66012 #052-181-11-0-00-00-004.38-0-01		\$701.09	\$127.07	\$828.16	\$100.00
154P-000609-0000-01 Karen A. Washington 609 154th Pl Bonner Springs, KS 66012 #052-181-11-0-00-00-004.11-0-01	Monte. W. Washington 644 N. 84th St. Kansas City, KS 66012	\$112.01	\$13.58	\$125.59	\$100.00
154T-002904-0000-01 Rhonda L. Weston P.O. Box 84 Basehor, KS 66007 #052-157-35-0-20-04-010.00-0-01		\$ 286.06	\$ 127.07	\$ 413.13	\$ 100.00
154T-002933-0000-01 Fred & Donna Breedlove 2933 N. 154th Terr. Basehor, KS 66007 #052-157-35-0-20-03-015.00-0-01		\$ 327.02	\$ 127.07	\$ 454.09	\$ 100.00
154T-003707-0000-01 Brian & Connie Rollo 3707 154th Terr. Basehor, KS 66007 #052-157-26-0-20-02-004.00-0-01		\$ 855.19	\$ 127.07	\$ 982.26	\$ 100.00
155T-002708-0000-01 Stephen R. Nancy J. Millison 2708 N. 155th Terr. Basehor, KS 66007 #0152-158-34-0-10-11-006.00-0-01		\$556.39	\$127.07	\$683.46	\$100.00
155T-003111-0000-02 Richard M. & Kathryn Ann Wilson 3111 N. 155th Terr. Basehor, KS 66007 #052-158-27-0-40-07-006.00-0-01		\$1,025.10	\$73.72	\$1,098.82	\$100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
155T-003592-0000-02 Kevin D. & Amber C. Janouschek 3592 N. 155th Terr. Basehor, KS 66007 #052-158-27-0-40-01-001.32-0-01		\$ 159.40	\$ 31.04	\$ 190.44	\$ 100.00
157T-002630-0000-01 Patricia Flores & Richard M. Bizal 2630 N. 157th Terr. Basehor, KS 66007 #052-158-34-0-10-16-002.00		\$512.16	\$59.17	\$571.33	\$100.00
157T-003123-0000-02 Shane Swigert & Stacy Howell 3123 N. 157th Terr. Basehor, KS 66007 #052-158-27-0-40-03-008.00-0-01		\$ 266.78	\$ 40.67	\$ 307.45	\$ 100.00
157T-003127-0000-01 Thomas E. & Teresa D. Davis 3127 N. 157th Terr. Basehor, KS 66007 #052-158-27-0-40-03-005.00-0-01		\$326.43	\$30.07	\$356.50	\$100.00
157T-003202-0000-01 Craig M. Sheldon 9924 Parkview Ave. Kansas City, KS 66109 #052-158-27-0-40-02-011.00-0-01	<i>PS</i>	\$78.42	\$38.64	\$117.06	\$100.00
158C-001317-0000-01 Linda M. Marone 421 N. Miller Meriden, KS 66512 #052-182-03-00-00-035.21-00-0-01		\$111.91	10.67	\$122.58	\$100.00
BRAD-015544-1250-01 Richard A. Poe 15544 Bradford Ct. Bonner Springs, KS 66012 #052-181-11-0-00-00-069.00-0-01		\$837.05	\$0.00	\$837.05	\$100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
CDLN-015471-1250-01 Wesley J. & Sheila Y Lee 15471 Cedar Lane Bonner Springs, KS 66012 #052-181-11-0-00-00-086.00-0-01		\$573.78	\$0.00	\$573.78	\$100.00
CDLN-015690-1250-01 Michael T. Felich 15690 Cedar Lane Bonner Springs, KS 66012 #052-181-11-0-00-00-058.00-0-01		\$483.07	\$0.00	\$483.07	\$100.00
CDLN-015724-1250-01 Larry E. & Vicki M. Darr 15724 Cedar Lane Bonner Springs, KS 66012 #052-181-11-0-00-00-060.00-0-01		\$652.38	\$0.00	\$652.38	\$100.00
CHES-015422-0000-02 Randal C. & Rose M. Mortell 15422 Chestnut Basehor, KS 66007 #052-181-02-0-20-03-004.00-0-01		\$166.04	\$12.24	\$178.28	\$100.00
CRES-015560-0000-01 John W. & Jamie M. Taylor 1906 N. 157th St. Basehor, KS 66007 #052-158-34-0-40-01-001.29-0-01	Option One P.O. Box 57054 Irvine, CA 92619-7054	\$223.78	\$42.68	\$266.46	\$100.00
CRES-015560-0000-02 Option One P.O. Box 57054 Irvine, CA 92619-7054 #052-158-34-0-40-01-001.29-0-01		\$ 41.75	\$ -	\$ 41.75	\$ 100.00
CRES-015561-0000-01 Gloria J. Mc Carty 15561 Crestwood Basehor, KS 66007 #052-158-34-0-40-01-001.37-0-01		\$487.32	\$127.07	\$614.39	\$100.00
CRES- 015584-0000-01 Richard F. & Eva Hershey 15584 Crestwood Dr. Basehor, KS 66007 #052-158-34-0-40-01-001.54-0-01		\$817.44	\$127.07	\$944.51	\$100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
CRIM-015407-0000-01 Pernell B. & Roxanne F. Dye 15407 Crimson St. Bonner Springs, KS 66012 #052-181-11-0-00-00-004.18-0-01		\$302.76	\$73.72	\$376.48	\$100.00
CRIM-015508-0000-01 Mark C. Jones 15508 Crimson St. Bonner Springs, KS 66012 #052-181-11-0-00-00-004.30-0-01		\$ 293.04	\$ 33.73	\$ 326.77	\$ 100.00
CYPB-018147-0000-01 Dean A. & Sheri A. Davis 18147 Cypress Bend Bonner Springs, KS 66012 #052-181-11-0-00-00-034.00-0-01		\$310.03	\$0.00	\$310.03	\$100.00
ELMS-015522-0000-02 David S. Lowe 15522 Elm St. Basehor, KS 66007 #052-158-34-0-40-03-015.00-0-01		\$128.86	\$127.07	\$255.93	\$100.00
ELMS-015553-0000-01 Joseph F. Scherer 314 S. Ash St. Trinidad, CO 81082 #052-158-34-0-40-01-001.71-0-01		\$ 988.03	\$ 149.38	\$ 1,137.41	\$ 100.00
FREM-016711-0000-01 Jack A. Williams Jr. 16711 Freeman Dr. Bonner Springs, KS 66012 #052-182-09-0-00-00-099.00		\$576.88	\$127.07	\$703.95	\$100.00
IRCD-015617-0000-00 Joelle & James W. Thomas, Jr. 15617 Iron Creek Dr. Basehor, KS 66007 #052-158-27-0-40-01-031.00-0-01		\$211.23	\$45.59	\$256.82	\$100.00
KLAM-015629-0000-01 Caleb D. & Sandra J. Rice 15629 Klamm St. Basehor, KS 66007 #052-158-27-0-40-08-002.01-0-01		\$720.17	\$117.37	\$837.54	\$100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
KLAM-015701-0000-01 Kenneth S. Leiker 15701 Klamm St. Basehor, KS 66007 #052-158-27-0-40-08-003.00-0-01		\$ 145.74	\$ 64.02	\$ 209.76	\$ 100.00
LAND-015321-0000-01 Michael R. & Antoinette M. Guthrie 15321 Landauer Basehor, KS 66007 #052-181-02-0-10-05-003.00-0-01		\$591.05	\$127.07	\$718.12	\$100.00
LEAV-015547-0000-01 Wells Fargo Bank NA 3476 Stateview Blvd. Fort Mill, SC 29715 #052-158-34-0-10-02-002.00-0-01		\$450.30	\$138.71	\$589.01	\$100.00
LEAV-015549-0000-01 Wells Fargo Bank NA 3476 Stateview Blvd. Fort Mill, SC 29715 #052-158-34-0-10-02-002.00-0-01		\$ 622.17	\$ 138.71	\$ 760.88	\$ 100.00
NCIR-015320-0000-01 Bruce A. & Tammy C. Kivett 15320 N Circle Dr. Basehor, KS 66007 #052-157-35-0-30-05-036.00-0-01		\$525.06	\$96.03	\$621.09	\$100.00
PARA-015404-0000-01 Ronnie W. & Brenda R. Hooks 15404 Parallel Basehor, KS 66007 #052-157-35-0-04-014-.02-00-0-01		\$314.16	\$74.69	\$388.85	\$100.00
PEBD-015509-0000-01 Daniel & Elizabeth Felich 15509 Pebble Dr. Basehor, KS 66007 #052-158-27-0-40-01-001.29-0-01		\$408.72	\$127.07	\$535.79	\$100.00
PEBT-015606-0000-01 Wells Fargo Bank 3476 Stateview Blvd. Fort Mill, SC 29715 #052-158-27-0-40-01-001.36-0-01		\$ 577.78	\$ 138.71	\$ 716.49	\$ 100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
POPL-015421-0000-01 Tommy A. & Janice C. Cunningham 8414 Mulberry Wichita, KS 67226 #052-157-26-0-30-01-016.30-0-01		\$ 63.08	\$ 32.01	\$ 95.09	\$ 100.00
PRAI-015914-0000-01 Planet / Morningstar P.O. Box 3452 Lawrence, KS 66044 #052-182-03-0-00-00-105.09-0-01	Morinda Gonzalez renter 15914 Prairie Way	\$ 128.93	\$ -	\$ 128.93	\$ 100.00
PRAI-016013-0000-01 Planet / Letourneau 1605 Washington St. Tonganoxie, KS 66086 #052-182-03-0-00-00-105.05-0-01	Josh & Tara Kelly rented-now vacated 16013 Prairie Way	\$ 162.43	\$ -	\$ 162.43	\$ 100.00
RIPL-015621-0000-01 Kelly Lea Weiss 15621 Ripley St. Basehor, KS 66007 #052-158-34-0-10-07-002.00-01-01		\$ 162.06	\$ 81.28	\$ 243.34	\$ 100.00
SHEE-016704-0000-01 Advance Property Mgmt. 757 Highway 40 Lawrence, KS 66049 #052-182-09-0-00-00-126.00-0-01	Raymond H. Christian 492 E. 400 St. Overbrook, KS 66524	\$ 537.56	\$ 137.74	\$ 675.30	\$ 100.00
SHEE-016706-0000-01 Advance Property Mgmt. 757 Highway 40 Lawrence, KS 66049 #052-182-09-0-00-00-126.00-0-01	Raymond H. Christian 492 E. 400 St. Overbrook, KS 66524	\$ 537.56	\$ 137.74	\$ 675.30	\$ 100.00
SHEE-016800-0000-01 Advance Property Mgmt. 757 Highway 40 Lawrence, KS 66049 #052-182-09-0-00-00-123.01-0-01	Raymond H. Christian 492 E. 400 St. Overbrook, KS 66524	\$ 320.63	\$ 137.74	\$ 458.37	\$ 100.00
SHEE-016802-0000-01 Advance Property Mgmt. 757 Highway 40 Lawrence, KS 66049 #052-182-09-0-00-00-123.00-0-01	Raymond H. Christian 492 E. 400 St. Overbrook, KS 66524	\$ 560.20	\$ 137.74	\$ 697.94	\$ 100.00

ACCT. #/OWNER	RENTER/ADDL OWNER	SEWER	SOL. WASTE	TOTAL	ADMIN.
SHEE-016824-0000-01 Advance Property Mgmt. 757 Highway 40 Lawrence, KS 66049 #052-182-09-0-00-00-117.01-0-01	Raymond H. Christian 492 E. 400 St. Overbrook, KS 66524	\$ 561.33	\$ 139.68	\$ 701.01	\$ 100.00
SHEE-016826-0000-01 Advance Property Mgmt. 757 Highway 40 Lawrence, KS 66049 #052-182-09-0-00-00-117.01-0-01	Raymond H. Christian 492 E. 400 St. Overbrook, KS 66524	\$ 282.37	\$ -	\$ 282.37	\$ 100.00
STAT-014720-0000-02 Eugene W. Strick 14720 State Ave. Basehor, KS 66007 #052-181-01-0-00-00-025.01-0-01		\$0.00	\$127.07	\$127.07	\$100.00
WILL-015821-0000-01 Hazel P. Hayes Richard L. & Tammy M. Hayes P.O. Box 37 Basehor, KS 66007 #052-158-34-0-10-05-003.00-0-01		\$0.00	\$73.77	\$73.77	\$100.00
TOTALS		\$24,361.21	\$4,905.99	\$29,267.20	\$6,500.00

Minutes

BASEHOR CITY COUNCIL

May 5, 2008

6:00 p.m.

Basehor City Hall

Official Presiding: Terry Thomas, Council President

Members Present: Iris Dysart, Terry Hill, Keith Sifford, Jim Washington

Members Absent: Mayor Chris Garcia

Staff Present: Carl Slaugh, Mary Mogle,

Newspaper: Lara Hastings, *Basehor Sentinel*

WORK SESSION - 6:00 p.m.

The work session was called to order by President Thomas. The city attorney was in attendance.

1. Discussion regarding agenda items.

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.

President Thomas questioned the connection and maintenance fees for Glenwood Middle School. Project Engineer David Lutgen explained the flow analysis for the elementary school would be five times and middle school would be twelve times the rate of a residential connection fee. The monthly maintenance fee would be based on water consumption. Mr. Slaugh explained if the school does not annex the property, they would be charged a rate of 150%. Councilmember Dysart pointed out the connection fee should be at the rate of \$2950 rather than \$2900 as shown in the document. She also questioned the number of lots listed. Mr. Slaugh noted there are 97 lots in Glenwood Estates; the schools are listed separately in Exhibit 2. Mr. Slaugh reported the remaining balance from the County's maintenance fund would be transferred to the City (current balance of \$28,869.04). The residential lots would pay \$250 per year per lot for grinder pump maintenance. The school would pay \$1250 a year per facility.

President Thomas asked if a maintenance bond would be posted upon completion. Mr. Slaugh reported there would be a maintenance bond to draw against if there were any future problems.

Councilmember Dysart asked if the County would be applying for a loan from KDHE and if so, why doesn't it include decommissioning of the lagoon. Mr. Slaugh reported the loan does include the decommissioning as shown in Item 12 in the amount of \$80,000. Councilmember Washington stated Item 14 states the decommissioning of the lagoon is the responsibility of the County.

Councilmember Sifford felt the document should have stronger annexation language. President Thomas reported the document refers to as "may" which gives Council flexibility. Mr. Slaugh suggested starting the annexation process so it would take effect at the time the subdivision connects to city sanitary sewers. Council consensus was to start the process for a voluntary annexation. Mr. Slaugh suggested passing an ordinance requiring properties to annex if they connect to the City's sewer system. He suggested Council include in their motion a statement that the Council intended to move forward on annexation of Glenwood Estates. The city attorney reported there was no problem included the statement in the motion.

Councilmember Dysart pointed out the estimate from Ponzer-Youngquist Engineering firm for decommissioning of the lagoons were different than the amount shown in the interlocal agreement. Mr. Slaugh reported the design was different than originally proposed and the figures from 2006 were updated by Leavenworth County staff. Mr. Slaugh reported the county commissioners were in the process of expanding Sewer District No. 3 to include the middle school property and the county has already been put on notice the City intends to annex Glenwood Estates.

Work Session adjourned 6:45 p.m.

President Thomas announced he was relocating to Arkansas; therefore, it was necessary to tenure his resignation effective May 6, 2008. A reception was given in his honor.

REGULAR MEETING – 7:00 p.m.

ROLL CALL BY MAYOR CHRIS GARCIA AND PLEDGE OF ALLEGIANCE

The regular meeting was called to order by President Thomas. All members 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 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

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the Consent Agenda as presented. 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

Richard Valenta, (17667 157th Terr, Bonner Springs, KS) stated he was a resident of Glenwood Estates and was concerned with the recent storm that caused some issues with the grinder pumps. He explained his subdivision was going to be forced to pay additional costs [to connect to the City of Basehor's sanitary sewer system] and felt it was unjust to pay \$7,000. He requested Council deny the counties proposal to connect.

President Thomas explained the State mandated that Leavenworth County connect the subdivision to Basehor's sanitary sewer system. Councilmember Sifford gave the residents of Glenwood a history of the project. President Thomas explained the City would not be associated with any of the costs pertaining to construction. Councilmember Washington explained designs were addressed in an effort to eliminate grinder pumps; however, the County did not support the plan, also it was cost prohibitive to residents of Glenwood.

David Freeman (17755 157 Street, Bonner Springs, KS) reported it was his understanding the City was extending funding. President Thomas explained the plant expansion had to take into consideration the connection of Glenwood Estates. He did not understand why it was Glenwood Estates. He explained the residents wanted a "win win" situation with the Understanding that their subdivision would eventually be in the City of Basehor; however, there were unanswered questions.

Sabrina Valenta (17667 157 Terr.) asked who was to say the City was not going to want more money from Glenwood resident later down the road when they have already paid money to the County.

President Thomas said he was unable to answer her question. Councilmember Sifford explained the State was going to decommission the Glenwood lagoon regardless if the school was built or not.

Mr. Slaugh reported, based on a letter from KDHE, the decommissioning of the

lagoon was planned because of overloading of the lagoon and offensive odors. He reported each lot was anticipated to pay \$6,670.31 and would be amortized over 20 years and placed on the residents property taxes.

Vernon Laffere (17662 157 Terr.)) asked where the solid waste would pump to once connected. Mr. Lutgen explained grinder pumps would pump to the existing location and then pump north to the City's sanitary sewer system.

Glenwood residents felt they should pay one connection fee

Linda Woodson (17655 157 Terr., Bonner Springs, KS) asked when KDHE mandate the decommissioning of Glenwood lagoon. Mr. Slaugh noted the letter dated April 28, 2006 states even without the school, the lagoon was overloaded. She felt the school would produce more waste than a private residence. She also questioned if anyone else would be paying part of the costs. Mr. Slaugh reported Glenwood Ridge Elementary, Glenwood Middle School, vacant ground, and Glenwood Estates.

John Flower (15515 Cedar Lane, Bonner Springs, KS) president of Cedar Lakes Homes Association. He explained Cedar Lakes recently went through the same process of their subdivision connecting to the City's sanitary sewer system. He explained it was not a connection charge, but Glenwood's share of maintenance of the wastewater facility.

Councilmember Hill added the connection fee was actually someone's right to put their wastewater in Basehor's sewer facility.

Connie Durfey (17796 157th St, Bonner Springs, KS) asked if all people in Glenwood Estates were included. Mr. Slaugh explained the residents on 158th Street would not be included since they were on septic systems. She asked if the residents could put in septic systems. Councilmember Washington explained there were State regulations that once a septic system failed the home would be required to connect to the sewer system. Mr. Slaugh reported the County requires two and one-half acres for a septic system. Mrs. Durfey asked why Bonner Springs wasn't talking to them since they have a Bonner Springs address.

She questioned the school's connection fee. Councilmember Washington reported ordinance's restrict Basehor from charging more for a connection; however, it was their intent to readdress the ordinance in the near future.

Darlene Laffere (17662 157 Terr., Bonner Springs, KS) asked who was to be contacted when their grinder pumps fail. Mr. Myracle reported residents would call Haynes Equipment Company. Residents would be mailed a notice with the new contact information and all bills would be sent to the city. She asked if they would continue to pay fees for maintenance of grinder pumps. Mr. Flower explained some fees would go away and some would be forwarded to the City.

Mr. Valenta asked if the City was willing to take on the problematic grinder pumps. President Thomas noted the City does not want the pumps, but the City has been required by the State to take wastewater from Glenwood.

Councilmember Sifford explained the only place Glenwood's sewer could go was to Basehor.

Tim Pierce (17890 157) asked if the permit was not renewed for health and environmental purposes. Mr. Myracle reported he should contact Mr. Spiecklemeyer with Leavenworth County. President Thomas reported Glenwood Estates could reduce their costs by annexing into the City of Basehor.

Mrs. Valenta asked what the monthly maintenance fee would be. President Thomas noted it would be based on water consumption with an average bill running \$40-\$50 per month.

Sandra Grimes (15402 Crimson, Bonner Springs, KS) explained her sewer bill was \$20.00; which included trash pickup. She explained the City was Glenwood's only resort in solving their sewerage problems and suggested they form a committee to meet with City staff to get answers to their questions.

Councilmember Washington stated the City was ^{dragged} dragged into taking sewage from Glenwood and realized sewage treatment in the County was a problem, but felt connection would be cheaper now than in the future.

Councilmember Sifford explained if the previous Council had not had the foresight to see the necessity of upgrading the Wastewater Treatment facility, the City would not be able to take Glenwood's sewage.

Ed McIntosh (15315 Briar Rd) provided the Council with a letter he drafted addressing the 153rd Street right-in/right-out access. Mr. McIntosh requested all council members sign the letter and then forward to KDOT.

Public portion of the meeting closed.

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.*

Jeff Keller, Burns & McDonnell Engineering, gave a PowerPoint presentation on design of the Wastewater Treatment Facility expansion project explaining KDHE requires it as part of the State Revolving Loan. A public meeting must be held informing the public of the expansion project.

b. Basehor Town Center, presented by John Flower

Mr. Flower gave a PowerPoint presentation. He started out by stating he was accused of not being in favor of Basehor Town Center and the new school. Mr. Flower stated he voted for the new school and was in favor of Basehor Town Center as long as it was done right. He showed pictures of various Affinity Development projects and lack of upkeep. He questioned Basehor Town Center LLC financial stability and why they did not wish to have a public hearing regarding the benefit districts. He noted Section 6.02 A obligates the entire City of Basehor to pay the bonds.

Councilmember Dysart stated she was not informed that this presentation would be on the agenda and felt the developer should have been informed and given an opportunity to rebut and felt it was a "stinky stinky deal".

Five-minute recess (8:35 p.m.)

BUSINESS

a. Issue a proclamation regarding Building Safety Week, May 5-12.

Building Inspector Mark Lee explained Building Safety Week was implemented in 1980 sponsored by the Building Codes council. Mr. Lee reported an article regarding Building Safety Week appeared in the newspaper last week and this week and would be delivering a presentation to his daughter's first grade class.

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

b. Police Week Proclamation May 15 Peace Officer's Memorial Day

Chief Martley reported May 11-17 would be Peace Officer Week. May 15th would be observed as Peace Officer's Memorial Day. He requested the governing body and citizen recognize the Peace Officer serving their community.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to approve the Police Week Proclamation and observe May 15th day Peace Officer's Memorial Day. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

c. Consider petition for a benefit district to finance public improvements and Development Plan, as requested by Affinity Development, for Basehor Town Center.

A motion was made by Councilmember Hill and seconded by Councilmember Sifford to table this item until the May 19th meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

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.

A motion was made by Councilmember Washington and seconded by Councilmember Dysart to approve the agreement with the addition of a new paragraph 15 indicating that the maintenance fund for grinder pumps be transferred to Basehor at the time of connection and renumbering paragraph 15 to 16. Exhibit 2 to be corrected in Project 1 to \$4425 (150%). Correct Project 4 to read \$2950 rather than \$2900 and include a sense of Council that the City desired annexation of Glenwood Estates on voluntary basis if possible and other consideration would be taken if not possible. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

e. Consider financial support to jointly sponsor the Kansas Sampler Festival for Leavenworth County in 2010 and 2011.

Mr. Slauch introduced Keyta Kelley, Leavenworth County Counselor and Bob Topping, Convention and Visitor's Bureau as key people involved in the Kansas Sampler. He explained the Kansas Sampler Festival was held once a year and hosted by a city for two years at a time. Leavenworth County has requested a desire to host in 2010 and 2011. An estimated cost of \$240,000 with Basehor being asked to pledge \$6,725.

Mr. Topping explained the Kansas Sampler Festival was started in an effort to preserve history and encourage people to visit the small towns of Kansas. Council asked where the festival would be held. Mr. Topping reported they have chosen the Ray Miller Park because it was central between Leavenworth and Lansing and hotels were available. The festival was an open-air atmosphere with all vendors hailing from Kansas. It will be held the first weekend in May 2010.

Mrs. Kelley noted the profit shown on the report was indicative of the big picture. The towns of Leavenworth County would reap sales tax and use of local hotels.

Councilmember Sifford stated he did not see where Basehor or Tonganoxie would receive a benefit. Mrs. Kelley reported Tonganoxie and Leavenworth has voted to support the festival. She also explained Basehor would reap a portion of the sales tax derived from the festival. The City would not lose any money. Mr. Toppings reported Holy-Field Winery would be participating in the festival in an effort to promote their winery and Basehor. President Thomas stated he thought the Council should think regional and support the funding request.

A motion was made by Councilmember Washington and seconded by Councilmember Hill to give a commitment that Basehor would participate up to \$6,725 to secure the

festival for 2010 and 2011. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

f. Consider an Erosion and Sediment Control ordinance (deferred from April 21).

President Thomas stated he felt "Section G. Land Disturbance" was too broad and page 6 of 9, paragraph D stated "...established a healthy and growing stand with a density of at least 70 percent of undisturbed areas at the site" noting 70% was too low. Building Inspector Mark Lee stated he took this information from City of Overland Park in an effort to tighten up enforcement.

President Thomas asked why a mud bond was not included in the ordinance. Mr. Lee stated it became a logistical nightmare. He explained the city attorney recommended requiring a maintenance bond rather than cash. Mr. Lee explained he has only issued five building permits this year and did not feel builders would want to build in Basehor if costs became too high.

Councilmember Sifford appreciated the building inspector's comments; however, he wants to see a mud bond since that is what Council directed at the May 5 meeting. He reported High Point Downs was creating drainage issues especially with the recent storms.

President Thomas would like to see page 5, paragraph 5 "Contractors Responsibility" a stipulation that included "to adjacent properties". Mr. Reavey reminded Council there are also options for property owners to take civil action against the property owner causing the problem.

Councilmember Washington said he also wanted to see a mud bond included but would prefer to move ahead with adoption of this ordinance and address a mud bond at a later date.

A motion was made by Councilmember Washington and seconded by Councilmember Dysart to table action until the end of the agenda this evening for necessary revisions and revisions have not been made, the item would be tabled to the May 19th council meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

g. Consider a Substance Abuse Policy and Implementation of Employee Assistance Program (EAP).

Councilmember Washington stated he did not have problem with the policy as long as it did not trigger progressive discipline and an employee could be terminated immediately. Mr. Reavey noted since employees were at at-will, the employee could be dismissed immediately since it was not a contract between the City and the employee.

Council agreed Section D (3) should be changed from four hours to two hours. Mr. Slauch reported police officers and employees with DOT license would not be given a "Last Chance" opportunity.

Mr. Reavey stated the employees should be advised that this policy and implementation of EAP program would not constitute a guarantee of employment.

Chief Martley asked what would happen if an employee was in training and not able to meet the two hour requirement. Council stated the employee would be required to leave training.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the Substance Abuse Policy and implement an Employee Assistance Program with a change in Section G-3(c) changing four hours to "...two hours, after notification, to arrive at the designated testing laboratory and be tested". A roll call vote was taken with all members voting in favor. Motion passed 5-0.

h. Consider city administrator contract changes in regards to vacation policy, sick leave and severance pay. (deferred from April 21)

A motion was made by President Thomas and seconded by Councilmember Dysart to defer action until May 19th when the mayor returned. A roll call vote was taken with all members voting in favor with the exception of Councilmember Washington. Motion passed 4-1.

i. Consider increase in funding for animal control vehicle not to exceed \$19,500.

President Thomas reported the 4x4 could not be purchased for the \$14,000 as originally voted. A 4x4 truck and camper shell would cost approximately \$19,500.

A motion was made by Councilmember Washington and seconded by Councilmember Hill to purchase a 4x4 animal control truck not to exceed \$19,500. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

CITY ADMINISTRATOR REPORT

a. Reconsider purchase of 4X4 pickup for police department due to price differences.

(Refer to Business Item "i")

- May 9-10 – LKM Governing Body Conference
- 163rd Lift Station Update – Mr. Myracle reported pipe had been installed and electricians should start work May 6th weather permitting.

- President Thomas commended public works staff on installation of the new City of Basehor signs.
- Councilmember Washington asked for a briefing on the 24-40 Corridor status. Mr. Slaugh reported the City of Basehor signed off that they supported right-in/right-out access every half mile. The 153rd Street right-in/right-out does not meet the criteria and would be going against the agreement. KDOT's opinion was that the developer was not legally entitled for compensation for access on Landauer Street and there was a question regarding the access on Drysdale Street. KDOT would like endorsement from the City to support the 153rd Street access.

Councilmember Washington reported he spoke with Mr. McIntosh and did not see why the Council should revisit the issue and suggested moving forward with improvements to 150th Street. Councilmember Sifford asked if the City was making their position clear. Mr. Slaugh stated he did not think KDOT wanted to put anything in writing and that Council did endorse the Corridor plan. Councilmember Washington stated the City has not rescinded the resolution originally passed and should be taken back to KDOT.

Mr. McIntosh stated he thought the question was if 153rd was viable to development or if KDOT would commit to a plan for funding toward improvements to 150th Street. He did not feel asking for a letter of denial was beneficial and felt it would take away the City's leverage for improvements.

Councilmember Sifford stated he wanted Wolfcreek Junction development to move forward and a resolution to be resolved. Mr. Slaugh stated KDOT communicated to him that if the City wanted to hold them hostage they would hold up funding. He felt the second paragraph of the letter submitted by Mr. McIntosh stated what the City wanted.

f. Consider an Erosion and Sediment Control ordinance (deferred from April 21).

Mr. Lee submitted the revised ordinance for Council approval.

A motion was made Councilmember Washington and seconded by Councilmember Hill to approve Ordinance 528 with the proposed changes as presented. Councilmember Sifford was disappointed that a mud bond was not included in the ordinance. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

ORD. 528 – AN ORDINANCE RELATING TO EROSION AND SEDIMENT CONTROL IN THE CITY OF BASEHOR, KANSAS ADDING NEW ARTICLE 12 TO CHAPTER IV; BUILDING AND CONSTRUCTION.

MAYOR'S REPORT

None

COUNCIL MEMBER REPORTS**Jim Washington**

Councilmember Washington announced he visited the new library last week and commended the library board for their work on the new facility. He wished President Thomas luck in his new job in Bentonville, Arkansas.

Terry Thomas

President Thomas said "It's been FUN!"

Iris Dysart

Councilmember Dysart commended President Thomas for his work as a council member and council president and wished him the best in his new job. She announced when President Thomas came on council he made a significant difference by taking Basehor to the next level.

Keith Sifford

Councilmember Sifford joking stated he thought President Thomas should commute back and forth from Arkansas in an effort not to disappoint his constituents that voted him in office.

Terry Hill

Councilmember Hill stated he was not only losing a fellow council member, but also a neighbor.

EXECUTIVE SESSION - Personnel Issue**a. City Administrator Annual Evaluation and Contract Review**

(Tabled until May 19, 2008)

ADJOURNMENT

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to adjourn the May 5, 2008 Council meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0. Meeting adjourned at 10:01 p.m.

Submitted for Council approval with/without corrections or additions this 19th day of May, 2008.

Chris Garcia, Mayor

Attest:

Mary A. Mogle, CMC, City Clerk

Digital Audio Recording #45 (1.15 minutes only)
Cassette Audio Recording – 2 tapes

**Minutes
(Matter of Record)**

**BASEHOR CITY COUNCIL WORK SESSION
May 12, 2008
6:00 p.m.
Basehor City Hall**

Due to lack of quorum, a work session was not held.

Mayor Chris Garcia

Attest:

Mary A. Mogle, City Clerk

CHECK REGISTER REPORT

Date: 05/12/2008

AS OF 05/12/08

Time: 11:43am

City Of Basehor

Page: 1

BANK: First State Bank

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
15311	04/30/2008	Printed	TIMPE	FREDERICK TIMPE	REIMBURSEMENT DELIQUENT PYMT	700.44
15312	05/09/2008	Printed	ADVANCE PE	ADVANCE PEST CONTROL	PEST CONTROL WTF & PARK	88.00
15313	05/09/2008	Printed	AT&T	AT&T	PHONE SERVICES WTF/LIFT STATIO	34.16
15314	05/09/2008	Printed	ATMOS ENER	ATMOS ENERGY	UTILITIES - GAS	750.67
15315	05/09/2008	Printed	BASEHOR AW	BASEHOR AWARDS & TROPHIES	REAPIR BADGE/NAME PLATE ENGRAV	13.75
15316	05/09/2008	Printed	BLACK JACK	BLACK JACK TRUCK	CAMPER SHELL 2008 FORD RANGER	941.00
15317	05/09/2008	Printed	BRANDT FAB	BRANDT FABRICATING	SET UP/DELIVERY FRONTIER MOWER	365.00
15318	05/09/2008	Printed	BRANDT TRK	BRANDT TRUCKING	HAULING AB-3 ROAD/LOT @ PARK	622.17
15319	05/09/2008	Printed	CASEYS	CASEY'S GENERAL STORES	FUEL CITY VEHICLES APRIL 2008	2,996.26
15320	05/09/2008	Printed	CINTAS	CINTAS	WEEKLY SERVICES-TOWELS/MATS/ET	124.80
15321	05/09/2008	Printed	BASEHOR CI	CITY OF BASEHOR	SEWER/SOLID WASTE SERVICES	95.31
15322	05/09/2008	Printed	COMMAND PR	COMMAND PRINT	CITATION BOOKLETS	874.90
15323	05/09/2008	Printed	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER SERVICES 04/30/08	111.03
15324	05/09/2008	Printed	CROW, CLOT	CROW, CLOTHIER & ASSOCIATES	ATTORNEY FEES COURT 04/08	93.50
15325	05/09/2008	Printed	DATAMAX	DATAMAX	RENTAL/BASE RATE/EXCESS CHARGE	495.10
15326	05/09/2008	Printed	EFTPS	EFTPS	FIT/SS/MEID WITHHOLDING PYMT	10,109.82
15327	05/09/2008	Printed	FELDMANS	FELDMANS	FUEL CANS/TOW STRAPS/CLAMPS/ET	270.38
15328	05/09/2008	Printed	FREMONT IN	FREMONT INDUSTRIES	DRUM POLYMER FOR BELT PRESS	1,311.29
15329	05/09/2008	Printed	GRANT	JULIE GRANT	FINES REFUND ON CITATION 8365	250.00
15330	05/09/2008	Printed	GRIFFIN/WI	WILLIAM GRIFFIN	BANKRUPTCY WITHHOLDING PYMT	200.00
15331	05/09/2008	Printed	HAMPEL	HAMPEL OIL	MISC OIL EQUIPMENT @ WTF	987.96
15332	05/09/2008	Printed	HAYNES EQU	HAYNES EQUIPMENT CO	REPAIR GRINDER PUMP-DIFF DUE	60.00
15333	05/09/2008	Printed	HOLDER	WILLIAM HOLDER	FINES REFUND ON CITATION 8718	500.00
15334	05/09/2008	Printed	INTERNAL R	INTERNAL REVENUE SERVICE	IRS GARNISHMENT WITHHOLDING PY	194.83
15335	05/09/2008	Printed	INTER ALL	INTERSTATE ALL BATTERY CENTER	SPOT LIGHT-COLLECTION TRUCKS	122.38
15336	05/09/2008	Printed	JADE ALARM	JADE ALARM COMPANY	ALARM SERVICES WTF & CITY HALL	124.80
15337	05/09/2008	Printed	JOCO ENVIR	JOHNSON COUNTY ENVIRONMENTAL	SAMPLE TESTING 04/03 & 04/10	229.25
15338	05/09/2008	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS WITHHOLDING PYMT	1,488.02
15339	05/09/2008	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	CHILD SUPPORT WITHHOLDING PYMT	223.50
15340	05/09/2008	Printed	KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	362.00
15341	05/09/2008	Printed	KPF EFT	KPF EFT PROGRAM	KPF WITHHOLDING PYMT	2,890.15
15342	05/09/2008	Printed	LAW ENFORC	LAW ENFORCEMENT EQUIPMENT CO	BIKE SAFETY PROMO ITEMS	37.00
15343	05/09/2008	Printed	LAWRENCE	LAWRENCE JOURNAL WORLD	LEGAL NOTICES PUBLISHED	204.00
15344	05/09/2008	Printed	LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	MLA PROGRAM-PERSONNEL MNGT	300.00
15345	05/09/2008	Printed	LEAV COOP	LEAVENWORTH COUNTY CO-OP	244.8 / 84 GALLONS DIESEL FUEL	1,335.49
15346	05/09/2008	Printed	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	BOARDING PRISONERS 04/08	472.50
15347	05/09/2008	Printed	LOI TECH	LOI TECHNOLOGY	SET UP COMPUTER SYSTEM-POLICE	332.50
15348	05/09/2008	Printed	NAT CRIME	NATIONAL CRIME PREVENTION	PROMO ITEMS-SCHOOL EVENTS/DAIR	325.40
15349	05/09/2008	Printed	OMBPOLLENE	OMB POLICE SUPPLY, INC	EMPLOYEE CLOTHING - CORY	67.99
15350	05/09/2008	Printed	OMNI-SITE	OMNI-SITE.NET	MONTHLY WIRELESS SERVICES	150.00
15351	05/09/2008	Printed	PRAY	WILLIAM E. PRAY	MUNICIPAL COURT JUDGE SERVICES	250.00
15352	05/09/2008	Printed	REAVEY LAW	REAVEY LAW LLC	LEGAL SERVICES PROVIDED 04/08	2,370.00
15353	05/09/2008	Printed	SHAWNEE RO	SHAWNEE ROCK COMPANY	202.96 TONS AB3 ROCK-PARK/LIFT	1,088.45
15354	05/09/2008	Printed	SLAUGH	CARL SLAUGH	LCDC MEETING MEAL REIMBURSEMEN	7.00
15355	05/09/2008	Printed	SPECTRA	SPECTRA	MANHOLE CONCRETE PATCH/SUPPLIE	1,834.50
15356	05/09/2008	Printed	SUNFLOWER	SUNFLOWER BROADBAND	CABLE/INTERNET SERVICES 04&05	1,176.33
15357	05/09/2008	Printed	SUNFLOW EM	SUNFLOWER EMBROIDERY	EMBROIDERY SHIRTS-FRONT OFFICE	52.50
15358	05/09/2008	Printed	SYSTEMS MA	SYSTEMS MANUFACTURING INC	REPAIRS 163RD ST LIFT STATION	1,071.95
15359	05/09/2008	Printed	TURF PROFE	TURF PROFESSIONAL EQUIPMENT CO	SEAT BRACKET MOWER	40.01
15360	05/09/2008	Printed	TUTTLE VET	TUTTLE VETERINARY CLINIC	IMPOUND CHARGES ANIMALS 04/08	80.00
15361	05/09/2008	Printed	WESTAR GRP	WESTAR ENERGY	STREET / UTILITIES	3,614.60
15362	05/09/2008	Printed	WOODHOUSE	WOODHOUSE AUTO FAMILY	2008 FORD RANGER SC 4X4	16,349.00
15363	05/09/2008	Printed	ZEE MED	ZEE MEDICAL SERVICE	SUPPLIES PWD AUTOS/FIRST AID	438.85
Total Checks:						53
Bank Total:						59,228.54
Total Checks:						53
Grand Total:						59,228.54

REVENUE/EXPENDITURE REPORT
AS OF 05/12/08

for the Period: 1/1/2008 to 5/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	773,457.78	11,298.69
Expenditures	2,178,959.00	2,178,959.00	669,583.25	60,724.89
Net Effect for GENERAL FUND	288,401.00	288,401.00	103,874.53	-49,426.20
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	4,974.36	600.00
Expenditures	19,500.00	19,500.00	835.92	835.92
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	4,138.44	-235.92
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	273,676.15	8,232.19
Expenditures	5,715,259.00	5,715,259.00	519,333.29	14,503.77
Net Effect for SEWER FUND	136,280.00	136,280.00	-245,657.14	-6,271.58
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	333.70	0.00
Expenditures	10,500.00	10,500.00	2,401.38	60.00
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	-2,067.68	-60.00
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	553,938.29	0.00
Expenditures	1,011,084.00	1,011,084.00	363,053.34	0.00
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	190,884.95	0.00
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	54,714.27	-90.15
Expenditures	162,182.00	162,182.00	45,052.37	685.13
Net Effect for SOLID WASTE FUND	562.00	562.00	9,661.90	-775.28
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	169,287.81	4,325.45
Expenditures	588,700.00	588,700.00	50,486.99	254.71
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	118,800.82	4,070.74
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	832.49	0.00
Expenditures	225,000.00	225,000.00	64,104.75	17,290.00
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-63,272.26	-17,290.00
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	92,795.91	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	92,795.91	0.00

BALANCE SHEET

AS OF 05/12/08

Page: 1
5/12/2008
11:29 am

City Of Basehor

As of: 5/31/2008

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

Acct Class: CA CURRENT ASSESTS

001 FSB CHECKING ACCOUNT	47,950.26
002 FSB MONEY MARKET ACCOUNT	3,134,057.56
016 103-3 OVERNIGHT ACCT MIP	85,531.90
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 5,467,539.72

Total Assets 5,467,539.72

Liabilities

Acct Class: CL CURRENT LIABILITIES

214 SEWER FUND MONTHLY BALANCE	620,128.34
215 SOLID WASTE MONTHLY BALANCE	78,024.13
216 GENERAL FUND MONTHLY BALANCE	1,420,646.78
218 MUNICIPAL EQUIP FUND MO BAL	139,801.90
219 CAPITAL IMPROVE FUND MO BAL	806,456.74
220 SPECIAL PARK & REC FUND MO BAL	126,798.59
221 CONS HIGHWAY FUND MONTHLY BAL	1,955,312.10
226 BOND & INTEREST MONTHLY BAL	258,916.23
300 CL MAINTENANCE MONTLY BALANCE	61,454.91

Acct Class: CL CURRENT LIABILITIES 5,467,539.72

Total Liabilities 5,467,539.72

Total Liabilities & Balances 5,467,539.72

REVENUE/EXPENDITURE REPORT
AS OF 05/12/08

City Of Basehor

For the Period: 1/1/2008 to 5/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Dept: 000							
Acct Class: FINE POLICE/COURT FINES							
421 COURT FINES	181,195.00	181,195.00	63,615.02	4,921.50	0.00	117,579.98	35.1
POLICE/COURT FINES	181,195.00	181,195.00	63,615.02	4,921.50	0.00	117,579.98	35.1
Acct Class: FPL FEES, PERMITS, & LICENSES							
401 BUILDING PERMITS	213,075.00	213,075.00	19,123.20	5,201.16	0.00	193,951.80	9.0
403 PET LICENSES	900.00	900.00	180.00	0.00	0.00	720.00	20.0
404 BUSINESS LICENSES	11,700.00	11,700.00	1,850.00	50.00	0.00	9,850.00	15.8
405 MISC FEES/PERMITS/LICENSES	11,500.00	11,500.00	3,360.35	277.75	0.00	8,139.65	29.2
407 PLAN/PLAT APPLICATION FEES	13,832.00	13,832.00	1,250.00	0.00	0.00	12,582.00	9.0
FEES, PERMITS, & LICENSES	251,007.00	251,007.00	25,763.55	5,528.91	0.00	225,243.45	10.3
Acct Class: FRTX FRANCHISE TAXES							
432 WESTAR ENERGY FRANCHISE TAX	53,008.00	53,008.00	15,782.53	0.00	0.00	37,225.47	29.8
433 ATMOS ENERGY FRANCHISE TAX	31,747.00	31,747.00	35,907.64	0.00	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
FRANCHISE TAXES	124,792.00	124,792.00	71,820.48	0.00	0.00	52,971.52	57.6
Acct Class: INTI INTEREST INCOME							
551 INTEREST INCOME	50,000.00	50,000.00	8,461.73	0.00	0.00	41,538.27	16.9
INTEREST INCOME	50,000.00	50,000.00	8,461.73	0.00	0.00	41,538.27	16.9
Acct Class: KS STATE OF KANSAS							
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
COUNTY SALES/USE TAX	239,813.00	239,813.00	0.00	0.00	0.00	239,813.00	0.0
STATE OF KANSAS	589,097.00	589,097.00	1,908.54	0.00	0.00	587,188.46	0.3
Acct Class: OTR OTHER REVENUES							
511 OTHER REVENUES	9,732.00	9,732.00	21,287.92	0.00	0.00	-11,555.92	218.7
517 ADJUSTMENT	0.00	0.00	-0.02	0.00	0.00	0.02	0.0
OTHER REVENUES	9,732.00	9,732.00	21,287.90	0.00	0.00	-11,555.90	218.7
Acct Class: POLR SPECIAL POLICE ASSESSMENTS							
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
SPECIAL POLICE ASSESSMENTS	2,000.00	2,000.00	100.00	0.00	0.00	1,900.00	5.0
Acct Class: RERE REIMBURSABLE REVENUES							
508 DEVELOPER REIMBURSEMENTS	150,000.00	150,000.00	7,747.45	229.95	0.00	142,252.55	5.2
509 OTHER REIMBURSABLE REVENUES	16,000.00	16,000.00	6,457.73	618.33	0.00	9,542.27	40.4
REIMBURSABLE REVENUES	166,000.00	166,000.00	14,205.18	848.28	0.00	151,794.82	8.6
Acct Class: TREA LEAVENWORTH COUNTY TREASURER							
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
LEAVENWORTH COUNTY TREASURER	1,073,537.00	1,073,537.00	566,295.38	0.00	0.00	507,241.62	52.8
Acct Class: TRIN TRANSFERS IN							
675 TRANS FROM SOLID WASTE FUND	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0

REVENUE/EXPENDITURE REPORT
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City Of Basehor

For the Period: 1/1/2008 to 5/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Revenues							
TRANSFERS IN	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	773,457.78	11,298.69	0.00	1,693,902.22	31.3
Revenues	2,467,360.00	2,467,360.00	773,457.78	11,298.69	0.00	1,693,902.22	31.3
Expenditures							
Dept: 000							
Acct Class: REEX REIMBURSABLE EXPENSES							
856 DEVELOPER REIMBURSEMENTS	150,000.00	150,000.00	9,598.75	0.00	0.00	140,401.25	6.4
858 OTHER REIMBURSABLE EXPENSES	16,000.00	16,000.00	6,452.15	618.33	0.00	9,547.85	40.3
REIMBURSABLE EXPENSES	166,000.00	166,000.00	16,050.90	618.33	0.00	149,949.10	9.7
Acct Class: TREA LEAVENWORTH COUNTY TREASURER							
985 NEIGHBORHOOD REVITALIZATION	49,503.00	49,503.00	2,330.88	0.00	0.00	47,172.12	4.7
LEAVENWORTH COUNTY TREASURER	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	18,381.78	618.33	0.00	197,121.22	8.5
Dept: 001 ADMINISTRATION							
Acct Class: CAPO CAPITAL OUTLAY							
850 CAPITAL OUTLAY	9,000.00	9,000.00	674.97	0.00	0.00	8,325.03	7.5
CAPITAL OUTLAY	9,000.00	9,000.00	674.97	0.00	0.00	8,325.03	7.5
Acct Class: COMM COMMODITIES							
807 OFFICE SUPPLIES	4,000.00	4,000.00	898.40	0.00	0.00	3,101.60	22.5
808 MISCELLANEOUS COMMODITIES	9,310.00	9,310.00	1,145.48	0.00	0.00	8,164.52	12.3
807 PRINTED MATERIALS/PUBLICATIONS	900.00	900.00	305.69	0.00	0.00	594.31	34.0
808 POSTAGE & POSTAL PERMIT	1,700.00	1,700.00	804.72	0.00	0.00	895.28	47.3
COMMODITIES	15,910.00	15,910.00	3,154.29	0.00	0.00	12,755.71	19.8
Acct Class: CONT CONTRACTUAL SERVICES							
751 LEGAL PROFESSIONAL FEES	25,264.00	25,264.00	4,106.55	1,015.00	0.00	21,157.45	16.3
758 PAGING/WIRELESS	650.00	650.00	82.77	0.00	0.00	567.23	12.7
760 NOTICES & ADVERTISEMENTS	2,000.00	2,000.00	178.00	0.00	0.00	1,822.00	8.9
774 TRAINING	3,700.00	3,700.00	1,189.49	150.00	0.00	2,510.51	32.1
779 INSURANCE EXPENSES	74,202.00	74,202.00	71,369.00	0.00	0.00	2,833.00	96.2
781 PROMO/PUB RELATIONS ACTIVITIES	18,725.00	18,725.00	11,775.00	0.00	0.00	6,950.00	62.9
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	8,853.72	0.00	0.00	421.28	95.5
785 ACCOUNTING & AUDIT	20,000.00	20,000.00	10,000.00	0.00	0.00	10,000.00	50.0
799 MISC CONTRACTURAL SERVICES	20,350.00	20,350.00	5,841.06	133.14	0.00	14,508.94	28.7
CONTRACTUAL SERVICES	174,366.00	174,366.00	113,395.59	1,298.14	0.00	60,970.41	65.0
Acct Class: PERS PERSONAL SERVICES							
701 PERSONAL SERVICES FULL TIME	81,540.00	81,540.00	22,647.78	2,194.72	0.00	58,892.22	27.8
702 PERSONAL SERVICES PART TIME	24,077.00	24,077.00	15,344.24	1,426.14	0.00	8,732.76	63.7
704 PERSONAL SERVICES OVERTIME	7,000.00	7,000.00	923.74	165.12	0.00	6,076.26	13.2
PERSONAL SERVICES	112,617.00	112,617.00	38,915.76	3,785.98	0.00	73,701.24	34.6
ADMINISTRATION	311,893.00	311,893.00	156,140.61	5,084.12	0.00	155,752.39	50.1
Dept: 002 STREET DEPARTMENT							
Acct Class: CAPO CAPITAL OUTLAY							
87 CAPITAL OUTLAY	6,000.00	6,000.00	2,895.00	0.00	0.00	3,105.00	48.3

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For the Period: 1/1/2008 to 5/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 002 STREET DEPARTMENT							
CAPITAL OUTLAY	6,000.00	6,000.00	2,895.00	0.00	0.00	3,105.00	48.3
Acct Class: COMM COMMODITIES							
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	2,509.76	543.80	0.00	4,490.24	35.9
804 GAS/OIL/MISC	3,800.00	3,800.00	2,175.88	510.29	0.00	1,624.12	57.3
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	625.70	219.42	0.00	574.30	52.1
811 MAINTENANCE MATERIALS/SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
COMMODITIES	14,400.00	14,400.00	5,373.38	1,273.51	0.00	9,026.62	37.3
Acct Class: CONT CONTRACTUAL SERVICES							
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	0.00	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	0.00	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	16,261.53	3,520.56	0.00	20,738.47	44.0
799 MISC CONTRACTUAL SERVICES	2,500.00	2,500.00	725.22	365.00	0.00	1,774.78	29.0
CONTRACTUAL SERVICES	50,550.00	50,550.00	21,691.37	3,885.56	0.00	28,858.63	42.9
Acct Class: PERS PERSONAL SERVICES							
701 PERSONAL SERVICES FULL TIME	108,275.00	108,275.00	42,049.24	4,188.40	0.00	66,225.76	38.8
704 PERSONAL SERVICES OVERTIME	10,000.00	10,000.00	1,894.17	124.02	0.00	8,105.83	18.9
PERSONAL SERVICES	118,275.00	118,275.00	43,943.41	4,312.42	0.00	74,331.59	37.2
STREET DEPARTMENT	189,225.00	189,225.00	73,903.16	9,471.49	0.00	115,321.84	39.1
Dept: 003 GOVERNING BODY/ADMINISTRATOR							
Acct Class: CAPO CAPITAL OUTLAY							
850 CAPITAL OUTLAY	7,200.00	7,200.00	1,423.36	0.00	0.00	5,776.64	19.8
CAPITAL OUTLAY	7,200.00	7,200.00	1,423.36	0.00	0.00	5,776.64	19.8
Acct Class: COMM COMMODITIES							
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	608.17	7.00	0.00	1,891.83	24.3
804 GAS/OIL/MISC	900.00	900.00	228.40	65.74	0.00	671.60	25.4
807 PRINTED MATERIALS/PUBLICATIONS	400.00	400.00	0.00	0.00	0.00	400.00	0.0
COMMODITIES	4,300.00	4,300.00	879.76	72.74	0.00	3,420.24	20.5
Acct Class: CONT CONTRACTUAL SERVICES							
751 LEGAL PROFESSIONAL FEES	1,000.00	1,000.00	543.76	56.67	0.00	456.24	54.4
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	481.28	75.00	0.00	2,018.72	19.3
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 CONTRACTUAL SERVICES	2,000.00	2,000.00	229.00	0.00	0.00	1,771.00	11.5
CONTRACTUAL SERVICES	9,100.00	9,100.00	1,450.86	131.67	0.00	7,649.14	15.9
Acct Class: PERS PERSONAL SERVICES							
701 PERSONAL SERVICES FULL TIME	68,120.00	68,120.00	26,200.00	2,620.00	0.00	41,920.00	38.5
702 PERSONAL SERVICES PART TIME	18,640.00	18,640.00	5,967.00	608.00	0.00	12,673.00	32.0
PERSONAL SERVICES	86,760.00	86,760.00	32,167.00	3,228.00	0.00	54,593.00	37.1

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For the Period: 1/1/2008 to 5/31/2008		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND								
Expenditures								
GOVERNING BODY/ADMINISTRATOR		107,360.00	107,360.00	35,920.98	3,432.41	0.00	71,439.02	33.5
Dept: 004 POLICE DEPARTMENT								
Acct Class: CAPO CAPITAL OUTLAY								
850	CAPITAL OUTLAY	16,330.00	16,330.00	2,091.65	0.00	0.00	14,238.35	12.8
CAPITAL OUTLAY		16,330.00	16,330.00	2,091.65	0.00	0.00	14,238.35	12.8
Acct Class: COMM COMMODITIES								
801	OFFICE SUPPLIES	3,750.00	3,750.00	1,579.55	0.00	0.00	2,170.45	42.1
803	MISCELLANEOUS COMMODITIES	10,000.00	10,000.00	2,153.68	6.25	0.00	7,846.32	21.5
804	GAS/OIL/MISC	38,600.00	38,600.00	13,712.64	2,845.52	0.00	24,887.36	35.5
807	PRINTED MATERIALS/PUBLICATIONS	1,000.00	1,000.00	300.34	0.00	0.00	699.66	30.0
808	POSTAGE & POSTAL PERMIT	1,400.00	1,400.00	296.03	0.00	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
COMMODITIES		55,750.00	55,750.00	16,182.25	2,851.77	0.00	39,567.75	29.0
Acct Class: CONT CONTRACTUAL SERVICES								
751	LEGAL PROFESSIONAL FEES	20,000.00	20,000.00	150.00	0.00	0.00	19,850.00	0.8
758	PAGING/WIRELESS	5,000.00	5,000.00	858.96	0.00	0.00	4,141.04	17.2
759	ANIMAL CONTROL EXPENSES	2,000.00	2,000.00	547.48	80.00	0.00	1,452.52	27.4
760	NOTICES & ADVERTISEMENTS	900.00	900.00	132.40	96.00	0.00	767.60	14.7
761	VEHICLE/EQUIPMENT MAINT & REP	8,786.00	8,786.00	1,646.55	0.00	0.00	7,139.45	18.7
764	LEAVENWORTH COUNTY JAIL	10,000.00	10,000.00	1,610.00	472.50	0.00	8,390.00	16.1
766	MUNICIPAL COURT JUDGE	3,600.00	3,600.00	1,250.00	250.00	0.00	2,350.00	34.7
767	COURT FEES	11,700.00	11,700.00	7,479.50	455.50	0.00	4,220.50	63.9
774	TRAINING	8,700.00	8,700.00	1,316.11	0.00	0.00	7,383.89	15.1
780	COURT APPOINTED COUNCIL	0.00	0.00	-450.00	0.00	0.00	450.00	0.0
781	PROMO/PUB RELATIONS ACTIVITIES	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
787	MILEAGE REIMBURSEMENT	300.00	300.00	233.31	0.00	0.00	66.69	77.8
789	ORGANIZATION MEMBERSHIP DUES	250.00	250.00	75.00	0.00	0.00	175.00	30.0
799	MISC CONTRACTUAL SERVICES	19,000.00	19,000.00	7,162.23	684.74	0.00	11,837.77	37.7
CONTRACTUAL SERVICES		92,436.00	92,436.00	22,011.54	2,038.74	0.00	70,424.46	23.8
Acct Class: PERS PERSONAL SERVICES								
701	PERSONAL SERVICES FULL TIME	437,102.00	437,102.00	133,954.18	13,916.00	0.00	303,147.82	30.6
702	PERSONAL SERVICES PART TIME	75,283.00	75,283.00	28,768.94	2,084.29	0.00	46,514.06	38.2
704	PERSONAL SERVICES OVERTIME	35,000.00	35,000.00	5,668.22	257.01	0.00	29,331.78	16.2
706	HIDTA GRANT OFFICER	0.00	0.00	-1,221.09	1,220.00	0.00	1,221.09	0.0
707	HIDTA GRANT OFFICER OVERTIME	0.00	0.00	411.75	411.75	0.00	-411.75	0.0
PERSONAL SERVICES		547,385.00	547,385.00	167,582.00	17,889.05	0.00	379,803.00	30.6
POLICE DEPARTMENT		711,901.00	711,901.00	207,867.44	22,779.56	0.00	504,033.56	29.2
Dept: 005 CITY FACILITIES (GENERAL)								
Acct Class: CAPO CAPITAL OUTLAY								
850	CAPITAL OUTLAY	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
CAPITAL OUTLAY		6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Acct Class: COMM COMMODITIES								
803	MISCELLANEOUS COMMODITIES	2,500.00	2,500.00	1,038.31	0.00	0.00	1,461.69	41.5
810	SAFETY EQUIPMENT	350.00	350.00	33.25	0.00	0.00	316.75	9.5
COMMODITIES		2,850.00	2,850.00	1,071.56	0.00	0.00	1,778.44	37.6
Acct Class: CONT CONTRACTUAL SERVICES								
752	UTILITY GAS	5,000.00	5,000.00	5,275.82	750.67	0.00	-275.82	105.5
753	UTILITY ELECTRIC	2,500.00	2,500.00	680.33	0.00	0.00	1,819.67	27.2
754	UTILITY SEWER & SOLID WASTE	3,000.00	3,000.00	1,140.00	85.60	0.00	1,860.00	38.0
755	UTILITY WATER	2,500.00	2,500.00	453.42	96.47	0.00	2,046.58	18.1
757	TELEPHONE/FAX/INTERNET SERVICE	6,500.00	6,500.00	2,022.16	896.12	0.00	4,477.84	31.1

City Of Basehor

For the Period: 1/1/2008 to 5/31/2008		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND								
Expenditures								
Dept: 005 CITY FACILITIES (GENERAL)								
Acct Class: CONT CONTRACTUAL SERVICES								
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	1,811.35	124.80	0.00	5,038.65	26.4
CONTRACTUAL SERVICES		30,450.00	30,450.00	11,917.06	1,953.66	0.00	18,532.94	39.1
CITY FACILITIES (GENERAL)								
39,300.00		39,300.00	12,988.62	1,953.66	0.00	26,311.38	33.0	
Dept: 008 PARK & RECREATION DEPARTMENT								
Acct Class: COMM COMMODITIES								
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
COMMODITIES		1,950.00	1,950.00	0.00	0.00	0.00	1,950.00	0.0
Acct Class: CONT CONTRACTUAL SERVICES								
753	UTILITY ELECTRIC	2,000.00	2,000.00	846.07	0.00	0.00	1,153.93	42.3
754	UTILITY SEWER & SOLID WASTE	150.00	150.00	48.55	9.71	0.00	101.45	32.4
755	UTILITY WATER	400.00	400.00	108.51	14.56	0.00	291.49	27.1
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	879.17	647.17	0.00	1,620.83	35.2
CONTRACTUAL SERVICES		8,110.00	8,110.00	1,882.31	671.44	0.00	6,227.69	23.2
Acct Class: PERS PERSONAL SERVICES								
702	PERSONAL SERVICES PART TIME	2,915.00	2,915.00	0.00	0.00	0.00	2,915.00	0.0
PERSONAL SERVICES		2,915.00	2,915.00	0.00	0.00	0.00	2,915.00	0.0
PARK & RECREATION DEPARTMENT								
12,975.00		12,975.00	1,882.31	671.44	0.00	11,092.69	14.5	
Dept: 011 EMPLOYEE BENEFITS								
Acct Class: COMM COMMODITIES								
813	CLOTHING ALLOWANCE	14,426.00	14,426.00	2,177.67	127.99	0.00	12,248.33	15.1
816	VACCINATION ALLOWANCE	200.00	200.00	340.00	0.00	0.00	-140.00	170.0
COMMODITIES		14,626.00	14,626.00	2,517.67	127.99	0.00	12,108.33	17.2
Acct Class: CONT CONTRACTUAL SERVICES								
746	SOCIAL SECURITY	64,411.00	64,411.00	20,375.69	2,013.44	0.00	44,035.31	31.6
747	MEDICARE	15,064.00	15,064.00	4,765.56	470.93	0.00	10,298.44	31.6
748	KANSAS UNEMPLOYMENT TAX	1,039.00	1,039.00	335.34	31.05	0.00	703.66	32.3
772	EMPLOYEE MED/LIFE INSURANCE	117,947.00	117,947.00	27,410.82	3,329.90	0.00	90,536.18	23.2
773	EMPLOYEE DEFERRED COMPENSATION	66,376.00	66,376.00	21,002.51	2,121.60	0.00	45,373.49	31.6
778	EMPLOYEE DENTAL INSURANCE	8,852.00	8,852.00	2,593.85	315.64	0.00	6,258.15	29.3
786	KANSAS POLICEMEN & FIREMEN	63,893.00	63,893.00	18,497.80	1,920.65	0.00	45,395.20	29.0
CONTRACTUAL SERVICES		337,582.00	337,582.00	94,981.57	10,203.21	0.00	242,600.43	28.1
EMPLOYEE BENEFITS		352,208.00	352,208.00	97,499.24	10,331.20	0.00	254,708.76	27.7
Dept: 017 PLANNING & ZONING DEPARTMENT								
Acct Class: CAPO CAPITAL OUTLAY								
850	CAPITAL OUTLAY	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
CAPITAL OUTLAY		7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
Acct Class: COMM COMMODITIES								
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	0.00	0.00	3,557.46	1.2
804	COPIES/PRINTING/OIL/MISC	1,400.00	1,400.00	454.00	85.00	0.00	946.00	32.4
805	PRINTED MATERIALS/PUBLICATIONS	4,000.00	4,000.00	1,473.62	874.90	0.00	2,526.38	36.8
808	POSTAGE & POSTAL PERMIT	1,000.00	1,000.00	243.85	0.00	0.00	756.15	24.4

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Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 017 PLANNING & ZONING DEPARTMENT							
COMMODITIES	11,000.00	11,000.00	2,403.75	959.90	0.00	8,596.25	21.9
Acct Class: CONT CONTRACTUAL SERVICES							
751 LEGAL PROFESSIONAL FEES	10,000.00	10,000.00	3,331.44	816.67	0.00	6,668.56	33.3
758 PAGING/WIRELESS	1,600.00	1,600.00	140.65	0.00	0.00	1,459.35	8.8
760 NOTICES & ADVERTISEMENTS	2,000.00	2,000.00	996.00	72.00	0.00	1,004.00	49.8
761 VEHICLE/EQUIPMENT MAINT & REP	1,500.00	1,500.00	305.24	0.00	0.00	1,194.76	20.3
765 ENGINEERING SERVICES	20,000.00	20,000.00	8,876.14	0.00	0.00	11,123.86	44.4
768 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	1,980.77	75.00	0.00	3,019.23	39.6
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	1,958.68	9.72	0.00	2,541.32	43.5
CONTRACTUAL SERVICES	62,706.00	62,706.00	18,004.63	973.39	0.00	44,701.37	28.7
Acct Class: PERS PERSONAL SERVICES							
701 PERSONAL SERVICES FULL TIME	136,448.00	136,448.00	38,666.65	3,876.00	0.00	97,781.35	28.3
702 PERSONAL SERVICES PART TIME	11,440.00	11,440.00	4,273.50	423.50	0.00	7,166.50	37.4
704 PERSONAL SERVICES OVERTIME	10,000.00	10,000.00	1,650.58	149.89	0.00	8,349.42	16.5
PERSONAL SERVICES	157,888.00	157,888.00	44,590.73	4,449.39	0.00	113,297.27	28.2
PLANNING & ZONING DEPARTMENT	238,594.00	238,594.00	64,999.11	6,382.68	0.00	173,594.89	27.2
Expenditures	2,178,959.00	2,178,959.00	669,583.25	60,724.89	0.00	1,509,375.75	30.7
Net Effect for GENERAL FUND	288,401.00	288,401.00	103,874.53	-49,426.20	0.00	184,526.47	36.0
Change in Fund Balance:			103,512.13				
Fund: 04 - SPECIAL PARK & RECREATION FUND							
Revenues							
Dept: 000							
Acct Class: INTI INTEREST INCOME							
551 INTEREST INCOME	2,464.00	2,464.00	665.83	0.00	0.00	1,798.17	27.0
INTEREST INCOME	2,464.00	2,464.00	665.83	0.00	0.00	1,798.17	27.0
Acct Class: KS STATE OF KANSAS							
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	2,400.00	600.00	0.00	21,200.00	10.2
STATE OF KANSAS	32,884.00	32,884.00	4,308.53	600.00	0.00	28,575.47	13.1
Dept: 000	35,348.00	35,348.00	4,974.36	600.00	0.00	30,373.64	14.1
Revenues	35,348.00	35,348.00	4,974.36	600.00	0.00	30,373.64	14.1
Expenditures							
Dept: 000							
Acct Class: CAPO CAPITAL OUTLAY							
850 CAPITAL OUTLAY	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	0.0
CAPITAL OUTLAY	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	0.0
Acct Class: CONT CONTRACTUAL SERVICES							
792 PARK MAINTENANCE & REPAIR	5,000.00	5,000.00	835.92	835.92	0.00	4,164.08	16.7
CONTRACTUAL SERVICES	5,000.00	5,000.00	835.92	835.92	0.00	4,164.08	16.7

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	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 04 - SPECIAL PARK & RECREATION FUND							
Expenditures							
Dept: 000	19,500.00	19,500.00	835.92	835.92	0.00	18,664.08	4.3
Expenditures	19,500.00	19,500.00	835.92	835.92	0.00	18,664.08	4.3
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	4,138.44	-235.92	0.00	11,709.56	26.1
Change in Fund Balance:			4,138.44				
Fund: 05 - SEWER FUND							
Revenues							
Dept: 000							
Acct Class: CAPF CAPITAL PROJECT FUNDING							
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
CAPITAL PROJECT FUNDING	4,850,000.00	4,850,000.00	0.00	0.00	0.00	4,850,000.00	0.0
Acct Class: FPL FEES, PERMITS, & LICENSES							
408 SEWER CONNECTION FEES	266,557.00	266,557.00	45,375.00	8,550.00	0.00	221,182.00	17.0
410 SEWER CAP IMP CONNECTION FEES	15,625.00	15,625.00	1,300.00	300.00	0.00	14,325.00	8.3
FEES, PERMITS, & LICENSES	282,182.00	282,182.00	46,675.00	8,850.00	0.00	235,507.00	16.5
Acct Class: INTI INTEREST INCOME							
551 INTEREST INCOME	11,387.00	11,387.00	4,533.61	0.00	0.00	6,853.39	39.8
INTEREST INCOME	11,387.00	11,387.00	4,533.61	0.00	0.00	6,853.39	39.8
Acct Class: TREA LEAVENWORTH COUNTY TREASURER							
495 DELINQUENT FEE COLLECTIONS	7,970.00	7,970.00	7,752.15	-600.59	0.00	217.85	97.3
LEAVENWORTH COUNTY TREASURER	7,970.00	7,970.00	7,752.15	-600.59	0.00	217.85	97.3
Acct Class: TRIN TRANSFERS IN							
670 TRANS FROM GENERAL FUND	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
TRANSFERS IN	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Acct Class: UTIL UTILITY BILLING REVENUES							
521 UTILITY BILLING CHARGES	600,000.00	600,000.00	214,715.39	-17.22	0.00	385,284.61	35.8
UTILITY BILLING REVENUES	600,000.00	600,000.00	214,715.39	-17.22	0.00	385,284.61	35.8
Dept: 000	5,851,539.00	5,851,539.00	273,676.15	8,232.19	0.00	5,577,862.85	4.7
Revenues	5,851,539.00	5,851,539.00	273,676.15	8,232.19	0.00	5,577,862.85	4.7
Expenditures							
Dept: 000							
Acct Class: CAPF CAPITAL PROJECT FUNDING							
865 CAPITAL IMPROVEMENT	4,000,000.00	4,000,000.00	169,120.00	0.00	0.00	3,830,880.00	4.2
CAPITAL PROJECT FUNDING	4,000,000.00	4,000,000.00	169,120.00	0.00	0.00	3,830,880.00	4.2
Acct Class: CAPO CAPITAL OUTLAY							
854 SEWER LINE REHAB	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
CAPITAL OUTLAY	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
Acct Class: TROU TRANSFERS OUT							
901 TRANS TO BOND & INTEREST FUND	488,000.00	488,000.00	244,000.00	0.00	0.00	244,000.00	50.0
TRANSFERS OUT	488,000.00	488,000.00	244,000.00	0.00	0.00	244,000.00	50.0
Dept: 000	4,888,000.00	4,888,000.00	413,120.00	0.00	0.00	4,474,880.00	8.5
Dept: 009 SEWER DEPARTMENT							
Acct Class: CAPO CAPITAL OUTLAY							

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Fund: 05 - SEWER FUND								
Expenditures								
Dept: 009 SEWER DEPARTMENT								
Acct Class: CAPO CAPITAL OUTLAY								
850	CAPITAL OUTLAY	7,355.00	7,355.00	0.00	0.00	0.00	7,355.00	0.0
CAPITAL OUTLAY		7,355.00	7,355.00	0.00	0.00	0.00	7,355.00	0.0
Acct Class: COMM COMMODITIES								
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	2,803.68	392.76	0.00	3,021.32	48.1
804	GAS/OIL/MISC	5,500.00	5,500.00	2,412.69	825.20	0.00	3,087.31	43.9
807	PRINTED MATERIALS/PUBLICATIONS	800.00	800.00	37.50	0.00	0.00	762.50	4.7
808	POSTAGE & POSTAL PERMIT	4,000.00	4,000.00	830.00	0.00	0.00	3,170.00	20.8
810	SAFETY EQUIPMENT	1,560.00	1,560.00	471.93	219.43	0.00	1,088.07	30.3
814	WTF MAINT MATERIALS/SUPPLIES	5,400.00	5,400.00	4,312.72	2,299.25	0.00	1,087.28	79.9
815	COL SYSTEM MATERIALS/SUPPLIES	11,900.00	11,900.00	0.00	0.00	0.00	11,900.00	0.0
COMMODITIES		35,985.00	35,985.00	10,868.52	3,736.64	0.00	25,116.48	30.2
Acct Class: CONT CONTRACTUAL SERVICES								
751	LEGAL PROFESSIONAL FEES	21,500.00	21,500.00	1,083.25	481.66	0.00	20,416.75	5.0
753	UTILITY ELECTRIC	48,000.00	48,000.00	17,795.93	94.04	0.00	30,204.07	37.1
757	TELEPHONE/FAX/INTERNET SERVICE	3,700.00	3,700.00	1,690.10	464.37	0.00	2,009.90	45.7
758	PAGING/WIRELESS	1,840.00	1,840.00	393.64	0.00	0.00	1,446.36	21.4
760	NOTICES & ADVERTISEMENTS	1,100.00	1,100.00	156.00	36.00	0.00	944.00	14.2
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	7,248.87	0.00	0.00	7,471.13	49.2
765	ENGINEERING SERVICES	450,000.00	450,000.00	1,150.00	0.00	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	3,573.72	2,400.48	0.00	40,486.28	8.1
7	SAMPLING	12,000.00	12,000.00	3,420.25	229.25	0.00	8,579.75	28.5
7	MISC CONTRACTUAL SERVICES	6,500.00	6,500.00	1,603.15	187.80	0.00	4,896.85	24.7
CONTRACTUAL SERVICES		622,478.00	622,478.00	38,114.91	3,893.60	0.00	584,363.09	6.1
Acct Class: PERS PERSONAL SERVICES								
701	PERSONAL SERVICES FULL TIME	105,134.00	105,134.00	40,746.51	4,061.44	0.00	64,387.49	38.8
704	PERSONAL SERVICES OVERTIME	10,971.00	10,971.00	3,085.57	1,212.66	0.00	7,885.43	28.1
PERSONAL SERVICES		116,105.00	116,105.00	43,832.08	5,274.10	0.00	72,272.92	37.8
SEWER DEPARTMENT		781,923.00	781,923.00	92,815.51	12,904.34	0.00	689,107.49	11.9
Dept: 011 EMPLOYEE BENEFITS								
Acct Class: CONT CONTRACTUAL SERVICES								
746	SOCIAL SECURITY	7,199.00	7,199.00	2,619.58	315.70	0.00	4,579.42	36.4
747	MEDICARE	1,684.00	1,684.00	612.64	73.83	0.00	1,071.36	36.4
748	KANSAS UNEMPLOYMENT TAX	116.00	116.00	43.82	5.27	0.00	72.18	37.8
772	EMPLOYEE MED/LIFE INSURANCE	17,828.00	17,828.00	3,686.69	431.73	0.00	14,141.31	20.7
773	EMPLOYEE DEFERRED COMPENSATION	17,348.00	17,348.00	6,083.90	732.04	0.00	11,264.10	35.1
778	EMPLOYEE DENTAL INSURANCE	1,161.00	1,161.00	351.15	40.86	0.00	809.85	30.2
CONTRACTUAL SERVICES		45,336.00	45,336.00	13,397.78	1,599.43	0.00	31,938.22	29.6
EMPLOYEE BENEFITS		45,336.00	45,336.00	13,397.78	1,599.43	0.00	31,938.22	29.6
Expenditures		5,715,259.00	5,715,259.00	519,333.29	14,503.77	0.00	5,195,925.71	9.1
Net Effect for SEWER FUND		136,280.00	136,280.00	-245,657.14	-6,271.58	0.00	381,937.14	-180.3
Change in Fund Balance:				-245,657.14				
: 07 - CEDAR LAKES MAINTENANCE								
Revenues								

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Fund: 07 - CEDAR LAKES MAINTENANCE								
Revenues								
Dept: 000								
Acct Class: INTI INTEREST INCOME								
551	INTEREST INCOME	1,519.00	1,519.00	333.70	0.00	0.00	1,185.30	22.0
	INTEREST INCOME	1,519.00	1,519.00	333.70	0.00	0.00	1,185.30	22.0
Acct Class: TREA LEAVENWORTH COUNTY TREASURER								
454	MAINTENANCE FEES	12,600.00	12,600.00	0.00	0.00	0.00	12,600.00	0.0
	LEAVENWORTH COUNTY TREASURER	12,600.00	12,600.00	0.00	0.00	0.00	12,600.00	0.0
Dept: 000								
	Revenues	14,119.00	14,119.00	333.70	0.00	0.00	13,785.30	2.4
Expenditures								
Dept: 000								
Acct Class: CONT CONTRACTUAL SERVICES								
799	MISC CONTRACTUAL SERVICES	10,500.00	10,500.00	2,401.38	60.00	0.00	8,098.62	22.9
	CONTRACTUAL SERVICES	10,500.00	10,500.00	2,401.38	60.00	0.00	8,098.62	22.9
Dept: 000								
	Expenditures	10,500.00	10,500.00	2,401.38	60.00	0.00	8,098.62	22.9
Net Effect for CEDAR LAKES MAINTENANCE		3,619.00	3,619.00	-2,067.68	-60.00	0.00	5,686.68	-57.1
Change in Fund Balance:				-245,657.14				
Fund: 08 - BOND & INTEREST FUND								
Revenues								
Dept: 000								
Acct Class: INTI INTEREST INCOME								
551	INTEREST INCOME	4,220.00	4,220.00	735.96	0.00	0.00	3,484.04	17.4
	INTEREST INCOME	4,220.00	4,220.00	735.96	0.00	0.00	3,484.04	17.4
Acct Class: TREA LEAVENWORTH COUNTY TREASURER								
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
	LEAVENWORTH COUNTY TREASURER	183,749.00	183,749.00	309,202.33	0.00	0.00	-125,453.33	168.3
Acct Class: TRIN TRANSFERS IN								
672	TRANS FROM SEWER FUND	488,000.00	488,000.00	244,000.00	0.00	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
	TRANSFERS IN	703,000.00	703,000.00	244,000.00	0.00	0.00	459,000.00	34.7
Dept: 000								
	Revenues	890,969.00	890,969.00	553,938.29	0.00	0.00	337,030.71	62.2
Expenditures								
Dept: 000								
Acct Class: DEBT DEBT SERVICE								
860	GO BOND PRINCIPAL PAYMENTS	295,000.00	295,000.00	5,000.00	0.00	0.00	290,000.00	1.7
861	GO BOND INTEREST PAYMENTS	228,084.00	228,084.00	114,053.34	0.00	0.00	114,030.66	50.0
862	KDHE PRINCIPAL PAYMENTS	292,729.00	292,729.00	148,394.71	0.00	0.00	144,334.29	50.7
881	KDHE INTEREST PAYMENTS	179,369.00	179,369.00	87,819.84	0.00	0.00	91,549.16	49.0

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Fund: 08 - BOND & INTEREST FUND								
Revenues								
Dept: 000								
Acct Class: DEBT DEBT SERVICE								
882	KDHE SERVICE FEE	15,902.00	15,902.00	7,785.45	0.00	0.00	8,116.55	49.0
	DEBT SERVICE	1,011,084.00	1,011,084.00	363,053.34	0.00	0.00	648,030.66	35.9
	Dept: 000	1,011,084.00	1,011,084.00	363,053.34	0.00	0.00	648,030.66	35.9
Expenditures								
		1,011,084.00	1,011,084.00	363,053.34	0.00	0.00	648,030.66	35.9
Net Effect for BOND & INTEREST FUND								
		-120,115.00	-120,115.00	190,884.95	0.00	0.00	-310,999.95	-158.9
Change in Fund Balance:				190,589.96				
Fund: 09 - SOLID WASTE FUND								
Revenues								
Dept: 000								
Acct Class: INTI INTEREST INCOME								
551	INTEREST INCOME	1,482.00	1,482.00	398.48	0.00	0.00	1,083.52	26.9
	INTEREST INCOME	1,482.00	1,482.00	398.48	0.00	0.00	1,083.52	26.9
Acct Class: TREA LEAVENWORTH COUNTY TREASURER								
495	DELINQUENT FEE COLLECTIONS	1,918.00	1,918.00	1,987.95	-99.85	0.00	-69.95	103.6
	LEAVENWORTH COUNTY TREASURER	1,918.00	1,918.00	1,987.95	-99.85	0.00	-69.95	103.6
Acct Class: UTIL UTILITY BILLING REVENUES								
521	UTILITY BILLING CHARGES	159,344.00	159,344.00	52,327.84	9.70	0.00	107,016.16	32.8
	UTILITY BILLING REVENUES	159,344.00	159,344.00	52,327.84	9.70	0.00	107,016.16	32.8
	Dept: 000	162,744.00	162,744.00	54,714.27	-90.15	0.00	108,029.73	33.6
Revenues								
		162,744.00	162,744.00	54,714.27	-90.15	0.00	108,029.73	33.6
Expenditures								
Dept: 000								
Acct Class: TROU TRANSFERS OUT								
903	TRANS TO GENERAL FUND	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
	TRANSFERS OUT	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
Dept: 010 SOLID WASTE								
Acct Class: COMM COMMODITIES								
801	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
803	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	0.00	0.00	762.50	4.7
808	POSTAGE & POSTAL PERMIT	2,550.00	2,550.00	600.00	0.00	0.00	1,950.00	23.5
	COMMODITIES	3,550.00	3,550.00	637.50	0.00	0.00	2,912.50	18.0
Acct Class: CONT CONTRACTUAL SERVICES								
775	SOLID WASTE DISPOSAL	116,900.00	116,900.00	37,812.21	0.00	0.00	79,087.79	32.3
799	MISC CONTRACTUAL SERVICES	770.00	770.00	0.00	0.00	0.00	770.00	0.0
	CONTRACTUAL SERVICES	117,670.00	117,670.00	37,812.21	0.00	0.00	79,857.79	32.1
Acct Class: PERS PERSONAL SERVICES								
701	PERSONAL SERVICES FULL TIME	14,622.00	14,622.00	5,338.93	562.26	0.00	9,283.07	36.5
704	PERSONAL SERVICES OVERTIME	1,461.00	1,461.00	80.35	0.00	0.00	1,380.65	5.5
	PERSONAL SERVICES	16,083.00	16,083.00	5,419.28	562.26	0.00	10,663.72	33.7

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City Of Basehor

For the Period: 1/1/2008 to 5/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 09 - SOLID WASTE FUND							
Expenditures							
SOLID WASTE	137,303.00	137,303.00	43,868.99	562.26	0.00	93,434.01	32.0
Dept: 011 EMPLOYEE BENEFITS							
Acct Class: CONT CONTRACTUAL SERVICES							
746 SOCIAL SECURITY	997.00	997.00	335.98	34.86	0.00	661.02	33.7
747 MEDICARE	233.00	233.00	78.56	8.16	0.00	154.44	33.7
748 KANSAS UNEMPLOYMENT TAX	16.00	16.00	5.39	0.56	0.00	10.61	33.7
772 EMPLOYEE MED/LIFE INSURANCE	1,215.00	1,215.00	11.27	1.25	0.00	1,203.73	0.9
773 EMPLOYEE DEFERRED COMPENSATION	2,232.00	2,232.00	752.18	78.04	0.00	1,479.82	33.7
778 EMPLOYEE DENTAL INSURANCE	186.00	186.00	0.00	0.00	0.00	186.00	0.0
CONTRACTUAL SERVICES	4,879.00	4,879.00	1,183.38	122.87	0.00	3,695.62	24.3
EMPLOYEE BENEFITS	4,879.00	4,879.00	1,183.38	122.87	0.00	3,695.62	24.3
Expenditures	162,182.00	162,182.00	45,052.37	685.13	0.00	117,129.63	27.8
Net Effect for SOLID WASTE FUND	562.00	562.00	9,661.90	-775.28	0.00	-9,099.90	1,719.2
Change in Fund Balance:			9,661.90				
Fund: 10 - CONSOLIDATED HIGHWAY FUND							
Revenues							
Dept: 000							
Acct Class: EXTX EXCISE TAX							
648 OTHER ROAD EXCISE TAX	3,500.00	3,500.00	2,870.30	0.00	0.00	629.70	82.0
649 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	2,490.96	2,490.96	0.00	16,191.04	13.3
651 PRAIRIE LAKES ROAD EXCISE TAX	9,172.00	9,172.00	3,668.98	1,834.49	0.00	5,503.02	40.0
652 WINEHURST RD EXCISE TAX	24,926.00	24,926.00	0.00	0.00	0.00	24,926.00	0.0
653 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
EXCISE TAX	278,718.00	278,718.00	17,921.04	4,325.45	0.00	260,796.96	6.4
Acct Class: INTI INTEREST INCOME							
551 INTEREST INCOME	41,978.00	41,978.00	10,078.21	0.00	0.00	31,899.79	24.0
INTEREST INCOME	41,978.00	41,978.00	10,078.21	0.00	0.00	31,899.79	24.0
Acct Class: KS STATE OF KANSAS							
452 LOCAL SALES/USE TAX	0.00	0.00	45,087.48	0.00	0.00	-45,087.48	0.0
456 COUNTY SALES/USE TAX	0.00	0.00	43,655.23	0.00	0.00	-43,655.23	0.0
458 SPECIAL CITY/COUNTY HWY TAX	108,320.00	108,320.00	50,108.75	0.00	0.00	58,211.25	46.3
STATE OF KANSAS	108,320.00	108,320.00	138,851.46	0.00	0.00	-30,531.46	128.2
Acct Class: TREA LEAVENWORTH COUNTY TREASURER							
494 COUNTY FUEL TAX	8,532.00	8,532.00	2,437.10	0.00	0.00	6,094.90	28.6
LEAVENWORTH COUNTY TREASURER	8,532.00	8,532.00	2,437.10	0.00	0.00	6,094.90	28.6
Acct Class: TRIN TRANSFERS IN							
673 TRANS FROM GENERAL FUND	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	0.0
TRANSFERS IN	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	169,287.81	4,325.45	0.00	618,260.19	21.5
Revenues	787,548.00	787,548.00	169,287.81	4,325.45	0.00	618,260.19	21.5

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City Of Basehor

For the Period: 1/1/2008 to 5/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - CONSOLIDATED HIGHWAY FUND							
Expenditures							
Dept: 000							
Acct Class: CAPO CAPITAL OUTLAY							
849 STREET IMPROVEMENTS	350,000.00	350,000.00	35,367.19	0.00	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
CAPITAL OUTLAY	350,000.00	350,000.00	43,057.45	0.00	0.00	306,942.55	12.3
Acct Class: COMM COMMODITIES							
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	1,434.19	254.71	0.00	47,445.81	2.9
812 SALT & SAND	7,280.00	7,280.00	4,293.69	0.00	0.00	2,986.31	59.0
COMMODITIES	57,200.00	57,200.00	5,727.88	254.71	0.00	51,472.12	10.0
Acct Class: CONT CONTRACTUAL SERVICES							
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
CONTRACTUAL SERVICES	181,500.00	181,500.00	1,701.66	0.00	0.00	179,798.34	0.9
Dept: 000	588,700.00	588,700.00	50,486.99	254.71	0.00	538,213.01	8.6
Expenditures	588,700.00	588,700.00	50,486.99	254.71	0.00	538,213.01	8.6
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	118,800.82	4,070.74	0.00	80,047.18	59.7
Change in Fund Balance:			118,800.82				
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND							
Revenues							
Dept: 000							
Acct Class: INTI INTEREST INCOME							
INTEREST INCOME	3,247.00	3,247.00	832.49	0.00	0.00	2,414.51	25.6
INTEREST INCOME	3,247.00	3,247.00	832.49	0.00	0.00	2,414.51	25.6
Acct Class: TRIN TRANSFERS IN							
673 TRANS FROM GENERAL FUND	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00	0.0
TRANSFERS IN	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	832.49	0.00	0.00	217,414.51	0.4
Revenues	218,247.00	218,247.00	832.49	0.00	0.00	217,414.51	0.4
Expenditures							
Dept: 000							
Acct Class: CAPO CAPITAL OUTLAY							
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	42,585.75	17,290.00	0.00	-12,585.75	142.0
871 CAPITAL OUTLAY - SEWER	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
CAPITAL OUTLAY	225,000.00	225,000.00	64,104.75	17,290.00	0.00	160,895.25	28.5
Dept: 000	225,000.00	225,000.00	64,104.75	17,290.00	0.00	160,895.25	28.5
Expenditures	225,000.00	225,000.00	64,104.75	17,290.00	0.00	160,895.25	28.5
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-63,272.26	-17,290.00	0.00	56,519.26	937.0
Change in Fund Balance:			-63,272.26				
Fund: 12 - CAPITAL IMPROVEMENT FUND							
Revenues							
Dept: 000							

REVENUE/EXPENDITURE REPORT
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Fund: 12 - CAPITAL IMPROVEMENT FUND								
Revenues								
Dept: 000								
Acct Class: INTI INTEREST INCOME								
551	INTEREST INCOME	13,976.00	13,976.00	4,053.19	0.00	0.00	9,922.81	29.0
	INTEREST INCOME	13,976.00	13,976.00	4,053.19	0.00	0.00	9,922.81	29.0
Acct Class: KS STATE OF KANSAS								
452	LOCAL SALES/USE TAX	0.00	0.00	45,087.50	0.00	0.00	-45,087.50	0.0
456	COUNTY SALES/USE TAX	0.00	0.00	43,655.22	0.00	0.00	-43,655.22	0.0
	STATE OF KANSAS	0.00	0.00	88,742.72	0.00	0.00	-88,742.72	0.0
Acct Class: TRIN TRANSFERS IN								
673	TRANS FROM GENERAL FUND	375,000.00	375,000.00	0.00	0.00	0.00	375,000.00	0.0
	TRANSFERS IN	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	92,795.91	0.00	0.00	296,180.09	23.9
Revenues								
		388,976.00	388,976.00	92,795.91	0.00	0.00	296,180.09	23.9
Expenditures								
Dept: 000								
Acct Class: CAPO CAPITAL OUTLAY								
850	CAPITAL OUTLAY	375,000.00	375,000.00	0.00	0.00	0.00	375,000.00	0.0
	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								
	Change in Fund Balance:	13,976.00	13,976.00	92,795.91	0.00	0.00	-78,819.91	664.0
				92,795.91				
Grand Total Net Effect:		530,666.00	530,666.00	209,159.47	-69,988.24	0.00	321,506.53	

**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
	Noon	Chamber Membership Meeting	Reece Nichols Office
26		Memorial Day Holiday	City Hall Closed
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

**Narrative Sheet – City Council
May 19, 2008
By Dustin Smith, Planning Director**

**Final Plat and Subdivision Improvement Agreement for Basehor Town
Center, 1st Plat, as requested by Affinity Development.**

The Planning Commission reviewed the final plat at their meeting on April 1, 2008 and, as a result of finding the final plat in substantial compliance with the approved preliminary plat, they recommended approval thereof, with the following conditions:

1. Ensure that the interior dimensions along the west side of Lot 1 and Tract A match the exterior dimension.
2. As per 58-2007, all corners in the boundary of a subdivision of land shall be monumented prior to recording of the plat submitted for recording after the effective date of this section. This monumentation shall be a metallic bar or tube set rigidly in a concrete base. All exterior corners on the east side need to be set in concrete. *(State regulated per Affinity remark)*
3. The right-of-way on the south side of the second roundabout shall encompass the entire island.
4. Fifteen foot (15') utility easements shall be provided on both sides of Basehor Boulevard right-of-way.
5. Tract A shall be designated as street right-of-way.
6. A setback of 25 feet will be required along the street right-of-way on the south side of the property. The setback shall be shown on the final plat.

Most of these items have been addressed on the final plat.

A staff report, reduced copies of the plat and other information relating to the application are provided in the agenda packet. An 11'x17' copy of the final plat is also provided separately in the packet.

Recommendation

Staff and the Planning Commission recommend approval of the final plat.

Excerpt of Minutes
Basehor Planning Commission Meeting
April 1, 2008
Basehor City Hall

E1- Final Plat – Basehor Town Center, 1st Plat, as submitted by Affinity Development.

Mr. Smith reviewed the staff report. Mr. Smith stated that staff recommended approval with the following conditions:

1. Ensure that the interior dimensions along the west side of Lot 1 and Tract A match the exterior dimension.
2. As per 58-2007, all corners in the boundary of a subdivision of land shall be monumented prior to recording of the plat submitted for recording after the effective date of this section. This monumentation shall be a metallic bar or tube set rigidly in a concrete base. All exterior corners on the east side need to be set in concrete. *(State regulated per Affinity remark)*
3. The right-of-way on the south side of the second roundabout shall encompass the entire island.
4. Fifteen foot (15') utility easements shall be provided on both sides of Basehor Boulevard right-of-way.
5. Tract A shall be designated as street right-of-way.
6. A setback of 25 feet will be required along the street right-of-way on the south side of the property. The setback shall be shown on the final plat.

Commissioner Logsdon made the motion to approve the final plat, for Basehor Town Center, 1st Plat as submitted by Affinity Development with staff recommendations. Commissioner Povilonis seconded. Chair Flower called for a vote. Motion passed, 7-0.

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SUBDIVISION IMPROVEMENTS AGREEMENT
for
BASEHOR TOWN CENTER, 1ST PLAT

THIS AGREEMENT, entered into on this _____ day of _____, 20____, by and between the City of Basehor, Kansas, hereinafter known as the “City” and Affinity Development, hereinafter known as the “Developer”, witnesseth that;

WHEREAS, the developer has requested the City to permit the platting of a tract of land known as Basehor Town Center, First Plat, and further described as a 17.01 acre tract of land located in the west ½ of Section 35, Township 10 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas.

WHEREAS, the City has approved such platting as being in compliance with requirements of the Zoning Ordinance and Subdivision Regulations in force by the City; and,

WHEREAS, the developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the developer and its representatives;

NOW, THEREFORE, the City and developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. Description of Public Improvements:

1. Sanitary Sewer:

- 1. 4” diameter manholes.....19
- 2. 4” diameter shallow manholes.....3
- 3. 4” diameter doghouse manholes.....1
- 4. Connect to existing manholes.....2 each
- 5. 18” PVC SDR-26 – 1,353 lineal feet
- 6. 15” PVC SDR-26 – 3,387 lineal feet
- 7. 12” PVC SDR-26 – 431 lineal feet
- 8. 8” PVC SDR-26 – 182 lineal feet
- 9. Other components as noted in the construction documents.

2. Street Construction:

Basehor Boulevard

Construction of approximately two-thousand, four hundred sixty feet (2,460) lineal feet of street consisting of two (2) eastbound lanes and two westbound lanes (each 28 feet wide back to back curb width street) divided by a sixteen foot (16’) wide landscaped median tapering to a thirty-six foot (36’) wide street prior to the second roundabout. The street will have a 10-inch asphaltic concrete base with tack coat and two-inches of asphaltic concrete surface.

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Two roundabouts are included with Basehor Boulevard. Both are approximately seventy feet (70') in radius to the back of curb. The first roundabout is approximately 550' east of 155 Street and the easternmost roundabout is located at the west entrance of Lot 1.

3. Storm Sewer:

Storm sewers and storm drainage structures consist of:

1. Type 1 curb and gutter – 4,900 lineal feet
2. Type 1 dry curb and gutter (islands) – 3,290 lineal feet
3. 6' x 4' curb inlet10
4. 18" reinforced concrete pipe (RCP) – 517 lineal feet
5. 24" RCP – 100 lineal feet
6. 30" HDPE – 83 lineal feet
7. 30" RCP – 614 lineal feet
8. 36" HDPE – 87 lineal feet
9. 48" RCP – 140 lineal feet
10. 24" RC end-section.....1
11. 30" HDPE end-section.....2
12. 36" HDPE end-section.....2
13. 48" RC end-section.....2
14. Other components as noted in the construction documents.

4. Sidewalks:

North Side of Basehor Boulevard: Construction of approximately two-thousand six-hundred (2,600) lineal feet of five-foot (5') sidewalk with ADA compliant handicap ramps at all intersections with streets.

South side of Basehor Boulevard: Construction of approximately two-thousand six-hundred (2,600) lineal feet of eight-foot (8') sidewalk (trail) with ADA compliant handicap ramps at all intersections with streets.

All sidewalks are to be constructed at the time of public improvement construction or with individual structures.

B. Engineering Drawings:

Drawings shall be prepared in accordance with Chapter IV, Sections 4-101, 4-102, 4-106, and 4-107 of the Subdivision Regulations and the most recent adopted edition of the City of Basehor Technical Specifications for Public and Private Improvements. All drawings shall be submitted, reviewed, and approved before a construction permit will be issued for construction of the public improvements.

C. Bonding:

The developer, through his contractors, has elected to provide a performance bond in the form of a corporate surety in the amount of 125% (one-hundred-twenty-five percent) of the construction costs as based on the City Engineer's estimate, or as based upon the actual construction contract amount if provided by the developer and agreed upon by the City Engineer. Once the improvements have been completed, a maintenance bond in the amount of 25% (twenty-five percent) of the construction costs shall be filed with the City Clerk, prior to the acceptance of the improvements by the city. The maintenance bond will be in effect for a period of two years following the date of acceptance of the public improvements. At the end of the two-year period of the maintenance bond, a subsequent inspection of the public improvements will be conducted prior to the release of the maintenance bond.

D. Construction of Public Improvements:

All public improvements will be constructed in accordance with Chapter IV, Sections 4-102, 4-106, and 4-107 of the Subdivision Regulations of the City of Basehor and the most recent adopted edition of the City of Basehor Technical Specifications for Public and Private Improvements. No construction shall begin until all the below requirements have been met:

1. This Subdivision Improvements Agreement has been properly executed;
2. The engineering drawings have been approved by the City and City Engineer;
3. The required fees have been paid;
4. A five-day notice has been provided to the City Engineer and the City before commencement of construction activities.

E. Inspection of Public Improvements:

1. Quality control of the sanitary sewer system shall be the responsibility of the developer and will be accomplished in accordance with the requirements of the Kansas Department of Health and Environment. Continuous observation of all active phases of construction and quality assurance inspections shall be performed by the City Engineer or his/her designee. The City Superintendent will be notified prior to air testing of the new sewer line sections, vacuum testing of manholes, mandrel testing of new lines. All new lines installed and existing sewer lines which require a tap and saddle connection in association with this phase of the development shall have a videotape inspection done prior to the release of the maintenance bond. All costs associated with the inspection, videotaping, and testing of the sewer lines shall be borne by the developer. Such testing shall proceed only after permission is granted by the City Superintendent, and will only be accomplished with the City Superintendent or a designated representative present during the actual testing and video-taping.

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2. Quality control for construction of the public improvements to include storm sewer, drainage, street sub-base, curb and gutter, pavement of the streets and cul-de-sacs, and sidewalks constructed as part of the public improvements, will be the responsibility of the developer. Quality assurance inspections will be performed by the City Engineer or his/her designee. **The developer shall pay for inspection personnel furnished by the City, under the supervision of the City Engineer, on all improvements constructed by the developer as contractor or subcontractor. The fees shall be as billed per invoices supplied to the City from the personnel providing the quality assurance inspections.** The developer shall keep the City informed as to what work is in progress, and will specifically notify the City and City Engineer prior to:

1. Placement of any storm drain collection and junction boxes;
2. Placement and backfilling of any storm sewer piping;
3. Placement of any asphalt, whether it be base course or final course;
4. Placement of any curb and gutter, and sidewalks.

F. Erosion Control:

Control of erosion during all phases of construction of the Public and Private Improvements shall be the responsibility of the developer. Control of erosion during the construction of structures within the development shall be the responsibility of the developer and builder until an occupancy certificate is issued. Erosion control measures shall include silt fencing, straw bale silt protection, gravel filter bags, and drainage swales. A design and layout of the erosion control measures have been included in the engineering drawings. Silt fences and straw bale silt protection will be installed to prevent silt from entering all creek tributaries, as needed and as required per plans.

During the construction of the sanitary sewer and storm sewers, erosion control will be provided to prevent siltation in all manholes, drainage piping, and inlet boxes. Upon completion of the streets, gravel filter bags will be installed and maintained at all storm box inlets. Additional silt fencing and straw bale silt protection shall be installed at any location where silt is likely to wash into a completed street. Such erosion protection shall be maintained until a suitable ground cover has been established.

Once construction has started on individual lots, the City will insure that the developer and builders construct erosion protection for each individual lot as necessary, and maintain such until the residence or commercial structure is completed and the ground cover is established throughout the entire yard area.

Erosion control measures will be routinely inspected by the City Superintendent. Failure to maintain adequate erosion control will be reason to direct that work in process be ceased until such protection measures have been properly installed or repaired.

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G. Landscaping:

All landscaping shall be in accordance with Section 21 of the City of Basehor Zoning Ordinance and the City of Basehor Commercial Development Guidelines. All landscaping shall be installed in conjunction with the installation and construction of all public and private improvements. **No occupancy permit for any platted lot shall be issued until all required landscaping is complete.**

H. Maintenance of Common Areas (Medians and Detention Area):

The developer is responsible for the ownership and maintenance of all fixtures, signage, and landscaping in all areas designated as common areas, private improvement areas, or constructed as a type of median. The developer will be responsible for the maintenance of all lots in the subdivision, until such time as the lots are sold or an occupancy certificate is issued to the individual homeowners or property owner. This will include:

1. Providing a suitable ground cover to prevent erosion, the mowing of the ground cover, and control of weeds in the development;
2. Maintaining all building lots in such a manner as to eliminate the build-up of trash and construction debris;
3. Providing and maintaining appropriate erosion control measures such as silt fences, bale ditch checks, and gravel-filled bags to prevent mud and trash from entering the public streets and storm sewers.

I. Mud in Streets

If, upon inspection of the property by any member of the Planning/Codes Department, it is found that there is mud/sediment in any street within the subdivision or in any other street resulting from the subdivision, the developer/builder/property owner shall have a period of twenty-four (24) hours from notification by the City to correct the violation or the city may take one or more of the following actions or any other action necessary to rectify the situation:

1. Direct the Public Works Department or private contractor to clean the streets at the expense of the developer based on a mobilization fee, plus hourly rates for each employee assigned to the clean-up.
2. Place stop work order on the property or properties involved until the violation is addressed to the satisfaction of the Planning/Codes Department.

J. Trash and Debris throughout the Site

If, upon inspection by any member of the Planning/Codes Department, property within the subdivision that is vacant, under construction or has not been conveyed to the consumer, contains trash/debris, including, but not limited to brush piles and excessive construction debris, the developer/owner/property owner shall have a period of twenty-four (24) hours from notification by the City to correct the violation

or the city may take one or more of the following actions or any other action necessary to rectify the situation:

1. Place stop work order on the property or properties involved until the violation is addressed to the satisfaction of the Planning/Codes Department.
2. Pursue code enforcement through the provisions in the Basehor Municipal Code.

K. Weeds/Tall Grass

If, upon inspection by any member of the Planning/Codes Department, property within the subdivision that is vacant, under construction or has not been conveyed to the consumer, contains weeds/tall grass exceeding the maximum height, as noted in the Basehor Municipal Code, the developer/owner/property owner shall have a period of twenty-four (24) hours from notification by the City to correct the violation or the city may take one or more of the following actions or any other action necessary to rectify the situation:

1. Mobilize our mowing contractor to mow the property at the contracted rate.
2. Place stop work order on the property or properties involved until the violation is addressed to the satisfaction of the Planning/Codes Department.
3. Pursue code enforcement through the provisions in the Basehor Municipal Code.

L. Protection of Existing Improvements:

The developer shall be required to designate all roadways to be used as access to the site by construction equipment for the construction of all improvements in the development. The City Superintendent shall videotape all roadways designated by the developer for the purpose of verifying the existing condition of the designated roadways. This videotape shall then be used to determine if deterioration of the roadbed and surface has occurred due to the construction traffic created by the development. The developer shall be responsible for any damage, labor, materials, and costs necessary to restore the roadbed and surface to its condition prior to the initiation of development construction.

M. Building Permits:

Building Permits will be issued when **all** of the following conditions have been met:

1. The Final Plat has been filed at the Leavenworth County Register of Deeds Office.
2. Sanitary sewers have been installed, inspected, and accepted.
3. All storm sewer systems, and curb and gutter are in place.

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- 4. Water lines and fire hydrants are installed and operational.
- 5. All erosion control measures are in place.
- 6. The individual residential and commercial building plans and site plans have been reviewed and approved and all fees have been paid.
- 7. **All fees for plan review (including preliminary & final plats, development plans, improvement plans, etc.) and quality assurance construction inspections are paid current to date of Building Permit Application.**

Foundation permits may be issued prior to the completion of item #4 above provided all other conditions have been met. No wood construction will be allowed to take place prior to all of the above conditions being met.

N. Occupancy Permits:

No Temporary or Final Certificate of Occupancy will be issued to any builder or homeowner in the development until all required work on the structure has been completed and the structure has passed final inspection by the City, all public improvements have been accepted by the City, and all inspection fees have been paid.

This agreement is not all-inclusive of the requirements of the City, nor does it relieve the developer from the requirements not expressly identified in this agreement that are required by the Zoning Ordinance, Subdivision Regulations, and the Basehor City Code.

If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

For the City of Basehor, Kansas:

For the developer:

Mayor

Signature/Title

Date

Date

Staff Report

Date: April 1, 2008

Subject: Consideration of Final Plat for Basehor Town Center, First Plat, submitted by Affinity Development.

File No: FP-01-08

GENERAL INFORMATION

Applicant: Affinity Development

Property Owner: Jerry and Ruth Ann Mussett

Address: 15420 Hickory Street
Basehor, KS 66007

Engineer/ Architect: Level 4 Engineering

SITE INFORMATION

Location: Mussett Property

Current Zoning: "MU-2", Mixed Use

STAFF ANALYSIS

Site Characteristics

Affinity Development is requesting consideration of the final plat for the 1st Plat of Basehor Town Center. The site is a 17.02 acre tract that includes right-of-way for Basehor Boulevard and Lot 1, which will be the site of a new elementary school.

The final plat includes right-of-way for two roundabouts, one of which is located just east of 155 Street, and the other being located in front of Lot 1. The widest part of the street right-of-way is 100 feet in width east of 155 Street and tapers to 60 feet just west of Lot 1. The right-of-way will also have utility easements on both sides to allow for utility placement outside of the right-of-way. However, these easements will be obtained by deed until the property adjacent to the right-of-way is platted, after which the easements will be shown on the future plats.

The plat includes additional right-of-way for 155 Street so that total future right-of-way will be 80 feet. It also provides the north one-half of the right-of-way for the future street on the south side of Lot 1 (shown as Tract A). A condition has been added to the recommendation require Tract A to be shown as street right-of-way.

Town Center, 1st Plat

2

3/26/2008

Lot 1 consists of 10.97 acres. The property contains ten-foot (10') utility easements around the perimeter of the property and a twenty-five (25) foot building line adjacent to Basehor Boulevard.

Character of Neighborhood

Basehor Town Center will develop in several phases. The elementary school will occupy Lot 1 of the First Plat. The 1st Plat is currently surrounded by agricultural property on all sides. The property has been in agricultural use for several decades and has never been developed for any significantly intensive purpose.

Adjacent Property

	Zoning	Use
North	MU-2	Vacant
South	PR	Vacant
East	PR	Vacant
West	MU-2	Vacant

Conformance with the Comprehensive Plan

The final plat for the 1st Plat of Town Center is pursuant to the development of the property, which is in general compliance with the Comprehensive Plan.

Conformance with the Future Land Development Plan

The Future Land Use Map (FLUM) identifies this property as mixed-use. The final plat is consistent with the designated land use and approved preliminary development plan.

Traffic Impact

This first phase of development includes the establishment of the right-of-way for Basehor Boulevard, which is a major collector running east-west from 155 Street to 147 Street. The traffic study for the development established the geometric configuration of the street, which is in the design stage and will be shown on the construction documents that will accompany the final plat to the City Council for approval. This street will provide adequate access to the elementary school upon completion.

Drainage Impact

Drainage for Lot 1 will be addressed with the site development plan. Drainage associated with the street will be addressed on the street and storm construction plans.

Staff Recommendation

Staff recommends approval of the Final Plat for Basehor Town Center, 1st Plat, with the following conditions:

1. Ensure that the interior dimensions along the west side of Lot 1 and Tract A match the exterior dimension.
2. As per 58-2007, all corners in the boundary of a subdivision of land shall be monumented prior to recording of the plat submitted for recording after the effective date of this section. This monumentation shall be a metallic bar or tube set rigidly in a concrete base. All exterior corners on the east side need to be set in concrete.
3. The right-of-way on the south side of the second roundabout shall encompass the entire island.
4. Fifteen foot (15') utility easements shall be provided on both sides of Basehor Boulevard right-of-way.
5. Tract A shall be designated as street right-of-way.
6. A setback of 25 feet will be required along the street right-of-way on the south side of the property. The setback shall be shown on the final plat.

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 155th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



APPLICATION FORM

FEB 19 2008

Project Name & Description <i>Basehor Town Center First Plat</i>		Total Site Acreage <i>17.02 Ac</i>	Present Zoning <i>PR & MU-2</i>
Legal Description (May be attached as separate sheet) <i>See Attached Legal Description</i>			Proposed Zoning <i>PR & MU-2</i>
Project Address / General Location <i>155th & Hickory</i>			Presubmittal Date
Parcel ID Number (CAMA Number)			Floor Area Classification
Property Owner Name <i>Jerry L & Ruth Ann Mussett</i>	Phone <i>(913) - 724-2222</i>	Fax	
Property Owner Address <i>15420 Hickory St.</i>	City <i>Basehor</i>	State <i>KS</i>	Zip <i>66007</i>
Applicant's Name (if different from above) <i>Affinity Development</i>	Phone <i>(913) - 962 - 2265</i>	Fax <i>(913) 498-0358</i>	
Applicant's Address <i>9200 Indian Creek Pkwy</i>	City <i>Overland Park</i>	State <i>KS</i>	Zip <i>66210</i>
Applicant's mobile phone <i>(913) 709-6136</i>	Property Owner and/or Applicant's E-mail address <i>call duncan @ 901.com</i>		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input checked="" type="checkbox"/> Final Plat

PROJECT INFORMATION	
Existing Use	
<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____
Proposed Use	
<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Other <i>School</i>

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots <i>1</i>	Maximum Lot Size <i>NA</i>	Minimum Lot Size <i>NA</i>	Average Lot Size <i>NA</i>

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x *Brett Ngira* *2/19/08*
 Signature Date

Office Use Only	
<input type="checkbox"/> Filing Fee \$ _____	<input checked="" type="checkbox"/> Received by <i>[Signature]</i> <input checked="" type="checkbox"/> # of Plans <i>12</i>
<input checked="" type="checkbox"/> Attached Legal Description	<input type="checkbox"/> Property Ownership List <i>N/A</i>

**Narrative Sheet – City Council
May 19, 2008
By Dustin Smith, Planning Director**

**Final Development Plan for Basehor Town Center Elementary School,
as requested by Unified School District #458.**

The Planning Commission reviewed the final development plan at their meeting on May 6, 2008 and found it in substantial compliance with the preliminary development plan. Therefore, they recommended approval thereof, with the following conditions:

- a) provide temporary stormwater detention on the school property until the detention basin on Tract M is constructed with the future phase of the development.

The design engineer has submitted a revised drawing to address the stormwater detention issue. The revised plan indicates a temporary stormwater detention pond to be located on the north side of Basehor Boulevard that will detain runoff from the majority of the site. In addition, protective measures have been provided on the east side of the property to control the discharge from the underground pipe that drains approximately three (3) acres of the total site area. This should reduce the potential for erosion to the east of the site prior to the runoff entering the existing farm pond.

A representative of Ponzer-Youngquist has provided a statement indicating their approval of the revised plan.

A staff report, reduced copies of the final development plan and other information relating to the application are provided in the agenda packet. An 11'x17' copy of the final development plan is also provided separately in the packet.

Recommendation

Staff and the Planning Commission recommend approval of the final development plan.

Excerpt of Minutes
Basehor Planning Commission Meeting
April 1, 2008
Basehor City Hall

E1- Final Plat – Basehor Town Center Elementary School, as submitted by USD #458.

Mr. Smith reviewed the staff report and discussed the stormwater detention still needed to be addressed.

Commissioner Harrison made the motion to approve the final development plan with option (a) of staff recommendation, which is as follows:

a) provide temporary stormwater detention on the school property until the detention basin on Tract M is constructed with the future phase of the development.

Commissioner Matthews seconded. Chair Flower called for a vote. Motion passed, 6-0.

Staff Report

Date: May 6, 2008
Subject: Consideration of Final Development Plan for Basehor Town Center Elementary School, submitted by USD #458.
File No: FDP-01-08

GENERAL INFORMATION

Applicant: USD #458
Property Owner: Jerry and Ruth Ann Mussett
Address: 15420 Hickory Street
Basehor, KS 66007
Engineer: McAfee, Henderson, Solutions
Architect: HTK Architects

SITE INFORMATION

Location: Mussett Property
Current Zoning: "MU-2", Mixed Use

STAFF ANALYSIS

Project Description

The Unified School District #458 is requesting consideration of a final development plan for a new elementary school to be located on Lot 1 of the Basehor Town Center, 1st Plat. The property is located adjacent to the future Basehor Boulevard, which will be constructed as part of this project up to the east property line of the school.

The property currently consists of approximately 11.29 acres, which includes the right-of-way on the south side of the property. The property is zoned MU-2, Mixed-Use General.

Access to the property will be via the future Basehor Boulevard, with the main entrance located at the second roundabout and an additional entrance on the east side of the property. The east entrance to the site will access the bus loading/unloading on the southeast corner of the building.

The building will consist of 56,883 square feet for use as an elementary school. The associated parking lot contains 102 parking spaces, including the required handicapped spaces. There are two proposed entrances to the property off of Baschor Boulevard. The easternmost entrance will be the main bus entrance where the buses will proceed to the circle drive on the southeast side of the school for pick-up/drop-off. The site includes a playground areas with soft play areas, asphalt play areas and grass play areas. The soft play areas will contain jungle-gyms and other types of climbing equipment. The asphalt play area will contain striping for other sports oriented activities and the grass areas can be used for miscellaneous activities.

The property also includes right-of-way on the south side for a future street that will be constructed with a latter phase of the Town Center development.

Stormwater will be conveyed through a curb and gutter system in the parking lot and drive areas to an 18" pipe at the southeast portion of the property, which will daylight near the east property line. No stormwater detention is proposed for this property.

The final development plan is in substantial compliance with the approved preliminary development plan. However, there may be some issues with compliance with adopted city regulations relating to stormwater detention, which is discussed at length in the section related to stormwater, below.

Surrounding Uses

	<u>Zoning</u>	<u>Use</u>
North	CP-2	Vacant
South	PR	Residential
East	CP-2	Vacant
West	CP-2	Vacant

Utilities

Sewer

City sewer is being extended to this property. The sewer line will be an 8-inch that will flow toward 155 Street before entering the existing city system, a portion of which is also being upgraded from 155 Street to the sewer plant. The private service lines will be six-inch diameter.

Water - Domestic

Consolidated Rural Water District #1 currently provides water service in this area. They have indicated that they will be able to serve the new facility for domestic, as well as fire protection purposes. A twelve-inch (12") water main exists on the east side of 155 Street. The water service line will connect to the 155 Street main.

Water – Fire Protection

The proposed building will be required to have an internal fire sprinkler system.

Two proposed fire hydrants will be located on the school site; one located in the westernmost landscape island in the main parking lot and one just north of the bus turnaround. An eight-inch (8") water line will be provided for the fire hydrants and a six-inch (6") water line will be provided for the sprinkler system.

Traffic Impact and Parking

Traffic

Trip generations have been calculated for the school using the Institute of Transportation Engineers (ITE) Trip Generation Manual. Trip generations are based on the square footage of the building, according to the following formula:

$$(\text{Sq. Ft. of use} / 1,000) \times \text{Avg. trip rate from ITE} = \text{Average Daily Trips (ADT)}$$

$$56,883 / 1,000 = 56.88 \times 14.49 =$$

$$\text{Total ADT} = 824 \text{ average daily trips}$$

This development could potentially generate approximately 824 average daily trips (ADT) on the adjacent streets. The traffic impacts for this property were considered as part of the development plan and traffic study for Basehor Town Center. Improvements to the adjacent street system have been determined. Those improvements to 155 Street will be required to be in place prior to the elementary school being given a certificate of occupancy.

The traffic study for Basehor Town Center indicated that only one intersection (155 Street/Parallel Road) will operate at an unacceptable level-of-service at build-out of the entire project. Therefore, the trip generations for this site are not expected to significantly reduce the level-of-service (LOS) of any adjacent street or intersection.

Parking

The main parking lot will be accessed off of Basehor Boulevard. The proposed lot contains 102 parking spaces. All parking spaces are designed for 90 degree parking with dimensions of 9' x 20', although the spaces adjacent to the curb are dimensioned to the back of curb (BOC). All drive lanes in the parking lots will provide two-way traffic and are 25 feet in width.

Sidewalks

Sidewalks will be provided adjacent to the parking and vehicular areas on the site. An eight-foot trail will be provided on the south side of Basehor Boulevard, to which the internal sidewalks will connect.

Environmental

Stormwater Management

No stormwater detention is being proposed for this site. A preliminary stormwater plan was prepared for the Basehor Town Center preliminary development plan. Basehor Town Center will utilize a system of several large stormwater detention basins, some of which will serve dual purposes that include recreational amenities with adjacent trails, picnic areas, etc. However, the nearest detention pond, which is currently a farm pond, is located approximately 500 feet east of the school site on Tract M of the Basehor Town Center preliminary development plan. The applicant intends to discharge stormwater directly from the school site onto the adjacent property and eventually into the existing Tract M farm pond via overland flow. The actual Tract M detention pond will not be constructed until a future phase of Basehor Town Center occurs.

Staff has some serious concerns with this method of stormwater management due to:

1. The design of the site does not meet the requirements of Kansas City Chapter of the American Public Works Association (APWA), Section 5600 design criteria.
2. No assurance that the future detention pond will ever be constructed. If the rest of Basehor Town Center never materializes, the school site will have no stormwater detention, will discharge at an uncontrolled rate, and will flow over private property before reaching the existing farm pond.
3. If the portion of the property containing the farm pond is sold to another party, the new buyer will be responsible for detaining stormwater from the school site, which could put the city in a position of liability. However, Section 12.11 of the Zoning Ordinance indicates that "*[I]n the event of the sale of property approved for development under this ordinance, no development shall take place except in accordance with the approved development plan.*"
4. The concentration of the discharge flows will likely cause some serious erosion issues between the school site and the existing farm pond, which in turn will have negative effect on water quality.

Ponzer-Youngquist was the acting City Engineer for purposes of review of the development plans for the school. The comments from PY expressed concern for the lack of stormwater detention on the site. The specific comments are as follows:

Sheet C-04

a. We recommend the city consider require the installation of a storm water detention basin. The change in the runoff for this site is such that the impact downstream will be significant. The basin could be temporary and removed downstream when future development takes place or it could be a permanent installation. If the detention basin is not required, as a minimum we would like to have a temporary sedimentation basin installed until all of the disturbed areas have been restored.

Options available to applicant include:

1. Provide temporary stormwater detention on the school property until the detention basin on Tract M is constructed with the future phase of the development.
2. Construct the detention basin on Tract M concurrent with the school property. This will also require the applicant to obtain drainage easements from the school site to Tract M, including an easement that will contain Tract M.

If option 1 is chosen, when Tract M is constructed as necessary to detain runoff from the development, the on-site detention basin can be removed and the property reclaimed for other purposes.

The school site is situated on a ridge, so drainage will occur in two directions. The school property will be designed and graded to discharge toward the southeast. However, runoff from this portion of the Basehor Boulevard will flow toward 155 Street. The design engineer has indicated that they intend to construct the retention pond that will be located at the southeast corner of Basehor Boulevard and 155 Street to detain these flows.

A rain garden is being provided on the south side of the building. The rain garden will catch and utilize rainwater that discharges from the roof of the building. Overflow from the rain garden will discharge into a 24-inch catch basin and be directed into a 15-inch pipe that will flow to the curb inlet on the east side of the bus circle.

Lighting

A photometric plan has been provided as part of the final development plan. It shows parking lot light poles and exterior light fixture attached to the building with the foot/candle measurements associated with the site. The maximum foot/candle measurement at any point on the perimeter of the property is .1, which is on the north property line adjacent to Basehor Boulevard. One-tenth (.1) foot-candles is approximately equal to the light of a full moon. The light is most intense directly underneath the source and becomes less intense with greater distance.

Landscaping

A landscaping plan has been included as part of the plan and includes approximately 300 individual tree and shrubs, including those provided in the rain garden. It also includes eighteen (18) trees along Basehor Boulevard to satisfy the requirement of the Zoning Ordinance, which requires one (1) tree for every 50 feet of street frontage on average. Therefore, the plan meets the requirements of the landscaping ordinance.

Signs

A freestanding "Basehor Elementary School" sign will be placed in front of the school. The sign structure will be approximately four (4) feet tall and a total of 32 square feet.

Recommendation

Staff finds the final development plan is in substantial compliance with the approved preliminary development plan for Basehor Town Center and recommends approval thereof with the following conditions:

1. Either **a)** provide temporary stormwater detention on the school property until the detention basin on Tract M is constructed with the future phase of the development; **b)** construct the detention basin on Tract M concurrent with the school property. This will also require the applicant to obtain drainage easements from the school site to Tract M, including an easement that will contain Tract M; or **c)** some other method of meeting the requirements of Section 5600 that the interim city engineer will approve.

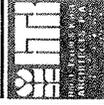
Amplifying Note:

The developer has proposed a regional detention plan for the entire Basehor Town Center. Regional detention has certain advantages of allowing a few larger basins and minimizing the requirement of several small basins on each developed lot.

In the absence of a completed regional detention plan the city is left with the need to put into place some requirements.

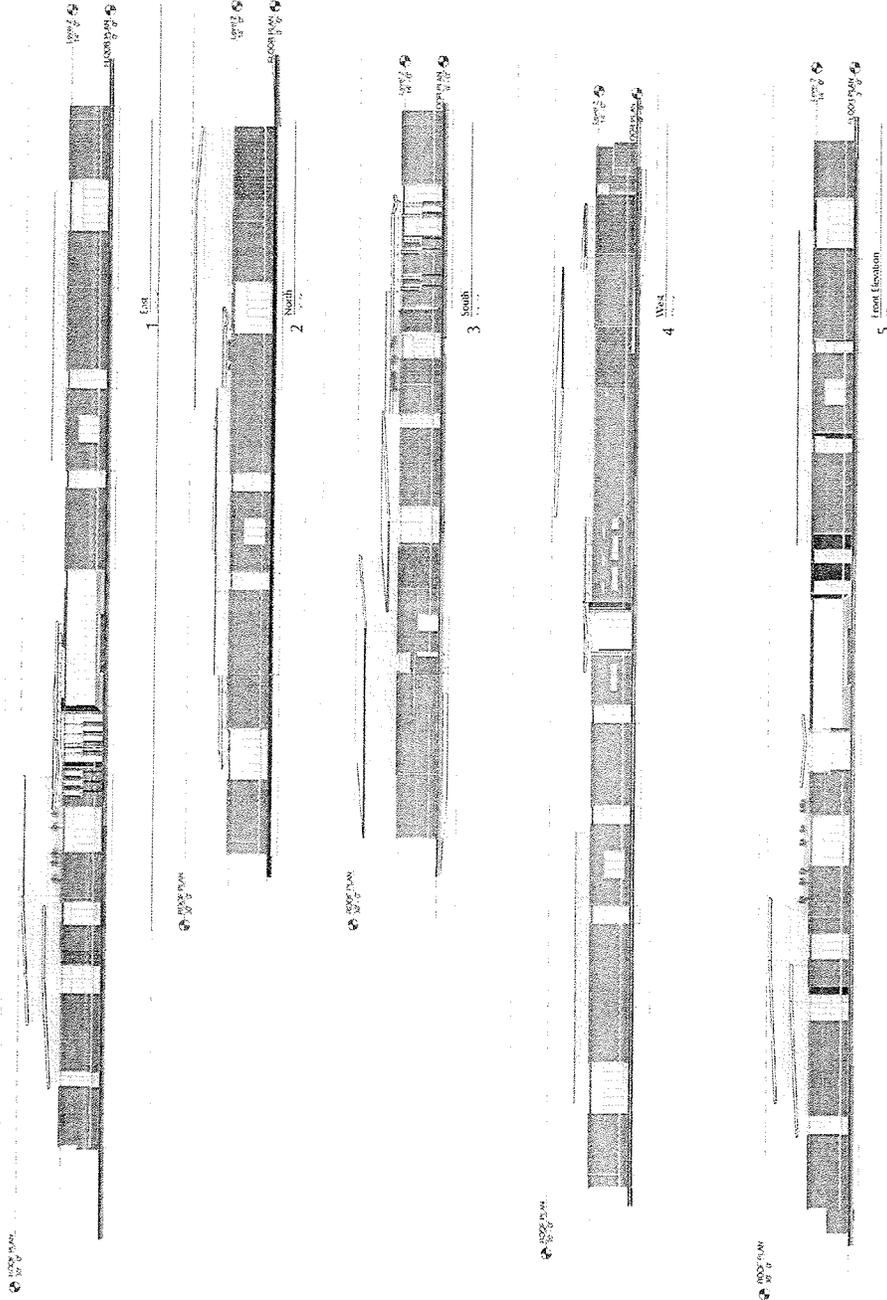
1. Assurance that the existing farm ponds are adequate for the drainage from the school property until the area around the ponds is developed and the ponds enlarged if required.
2. Assurance that the drainage easements are or will be dedicated.
3. In the event that several years elapse before other parts of the development take place that no adverse effects occur from the extra storm water runoff from the school.

BASEHOR ELEMENTARY SCHOOL 3-5



DESIGN
DEVELOPMENT
PROCESS SET

DATE	DESCRIPTION
11/11/14	CONCEPT
11/11/14	SCHEMATIC
11/11/14	PRELIMINARY
11/11/14	FINAL



APPLICATION FORM

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 155th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



Project Name & Description Town Center Elementary School		Total Site Acreage 11.3 acres	Present Zoning MU-2
Legal Description (May be attached as separate sheet) Lot 1 and Tract A of Basehor Town Center, First Plat		Proposed Zoning No Change	
Project Address / General Location Basehor Boulevard east of 155th Street		Presubmittal Date	
Parcel ID Number (CAMA Number) 157-35-0-00-00-008.00		Floor Area Classification	
Property Owner Name Jerry and Ruth Ann Mussett	Phone 724-2222	Fax	
Property Owner Address 15420 Hickory	City Basehor	State KS	Zip 66007
Applicant's Name (if different from above) Basehor-Linwood USD 458	Phone 728-2706	Fax	
Applicant's Address 2008 N. 155th Street	City Basehor	State KS	Zip 66007
Applicant's mobile phone	Property Owner and/or Applicant's E-mail address		

APPLICATION TYPE

<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input checked="" type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION

Existing Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____
Proposed Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Other School

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

Total Site Area 11.3 acres	Existing Floor Area 0	Existing Building Footprint 0	Open Space Area 297,552 ft²
No. of Buildings 1	Proposed Floor Area 56,883 ft²	Proposed Building Footprint 56,883 ft²	Pavement Coverage 137,149 ft²

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size
-------------------------	------------------	------------------	------------------

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x <u>David Yutzy</u> 3-13-08 Signature Date	Office Use Only CR# 11540
	<input checked="" type="checkbox"/> Filing Fee \$ 255 <input type="checkbox"/> Received by DP <input type="checkbox"/> # of Plans _____ <input type="checkbox"/> Attached Legal Description <input type="checkbox"/> Property Ownership List

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of a letter of engagement with Gilmore and Bell for the creation of an improvement district for Basehor Town Center project.

Department: Administration

Background/Description of Item:

Gilmore & Bell provides special legal counsel to the City of Basehor in the creation of a benefit district or improvement district pursuant to K.S.A. 12-6a01 and has been working on behalf of the City over the past several months to put together a development agreement.

The engagement letter is proposed listing the services they provide, limits of liability, and the compensation due. Typically the expenses for their services are included in the proposed benefit district and are not paid directly by the City. The understanding is that if the benefit district is not approved then the bond counsel is not paid, except for services as special counsel.

The fees charged are based on the principal amount of the bonds issued (page 4 of the engagement letter), plus additional amounts for special services requested. Typical compensation amounts for an issue of \$3.5 million would be \$15,000 to \$20,000 range.

Funding Source: Basehor Town Center project expense paid through the GO bonds.

Recommendation: Approve the letter of engagement with Gilmore & Bell to serve as special counsel for the City in the Basehor Town Center project and authorize the mayor to sign the document.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 19, 2008

GILMORE & BELL

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

April 1, 2008

Mr. Carl Slaugh
City Administrator
City of Basehor
2620 N. 115th Street
Basehor, Kansas 66007

Re: Proposed Creation of Improvement Districts for the Towne Center Project

Dear Carl:

We are pleased to submit this proposal to serve as special counsel in connection with the creation of an improvement district pursuant to K.S.A. 12-6a01 *et seq.*, as amended, (the "Act") by the City of Basehor (the "City") and to serve as bond counsel in connection with the financing for such improvement district. The purpose of this letter is to set forth our responsibilities and fees with respect to this project.

Special Counsel Engagement

Services as Special Counsel. As special counsel, we will perform the following services:

1. We will advise the City's staff and governing body with respect to creation of an improvement district pursuant to the Act. In this phase of our engagement, we will review the necessary petitions, draft the necessary resolutions and other documents required to create the improvement district; we will review all material and documents prepared by third parties in connection with the creation of the improvement district and provide comments thereon, and we will provide a representative to attend all public hearings and other public meetings at which the subject of creation of the improvement district are considered by the City's staff and governing body.
2. Consult with and advise as necessary the City's Attorney in connection with the acquisition of property within the improvement district by the City. This part of our engagement does not, however, extend to conducting any eminent domain proceedings necessary to acquire any of the land in the redevelopment district, or to negotiation of private purchase agreements for acquisition of the land.
3. Assist the City Attorney and the City's financial advisor with respect to the preparation and negotiation of any redevelopment contract and other necessary agreements with the developer, including advice with respect to financing alternatives to implement the improvement district.

Compensation for Services as Special Counsel. Our fees for acting as special counsel will be on an hourly basis at \$250 per hour. In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, postage, filing fees, and other necessary office disbursements.

Our fees and expenses may be paid after the improvement district is created and any redevelopment contract is approved by the City. However, we will provide monthly statements upon request.

Bond Counsel Engagement

Services as Bond Counsel. In the event that the improvement district is created and general obligation temporary notes or generally obligation bonds are issued, we will act as bond counsel with respect to such financings. As bond counsel, we will perform the following services:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "*Bond Opinion*") regarding the validity and binding effect of the Bonds, the excludability of interest on the Bonds from gross income for federal and Kansas income tax purposes, and such related matters as we deem necessary or appropriate.
2. Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
3. Prepare authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.
4. If we are not asked to prepare the offering documents with respect to the Bonds, we will prepare or review the notice of sale pertaining to the sale of the Bonds and those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving: (a) the terms of the Bonds, (b) appropriate descriptions or summaries of certain legal documents and legal matters, (c) Kansas and federal law pertinent to the validity of the Bonds and the income tax treatment of interest paid thereon, and (d) our Bond Opinion.
5. If requested, act as disclosure counsel to the Issuer, which includes preparation of the official statement and advise and consultation regarding compliance with state and federal securities laws.
6. Draft or review the continuing disclosure undertaking of the Issuer.
7. Assist the Issuer in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filing.

8. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
9. Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
10. Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
11. Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer, the purchaser, and any bond insurer, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of our engagement as bond counsel, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement as bond counsel are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the Issuer in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (b) Preparing blue sky or investment surveys with respect to the Bonds.
- (c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (d) Making an investigation or expressing any view as to the creditworthiness of the Issuer or any credit enhancement provider for the Bonds.
- (e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.
- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).

- (i) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Compensation for Services as Bond Counsel. Our fees for serving as Bond Counsel will be determined based on the principal amount of bonds to be issued. The fee schedule for general obligation bonds is as follows:

<u>Principal Amount</u>	<u>Fee</u>
Under \$100,000	\$2,150
\$100,000 to \$500,000	\$2,150 + \$6.45 per \$1,000 over \$100,000
\$500,000 to \$2,500,000	\$4,730 + \$3.77 per \$1,000 over \$500,000
\$2,500,000 to \$5,000,000	\$12,270 + \$2.70 per \$1,000 over \$2,500,000
\$5,000,000 to \$10,000,000	\$19,020 + \$1.35 per \$1,000 over \$5,000,000
Over \$10,000,000	\$25,770 + \$0.81 per \$1,000 over \$10,000,000

Our fee for general obligation temporary notes will be one-half (1/2) of fee for a bond issue of the same size.

If we are called upon to prepare portions of the offering document for general obligation temporary notes or bonds, an additional fee of \$8,000.00 will be charged.

Our fee may vary if the City decides to issue special obligation temporary notes or bonds. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

In addition to the fees set forth above, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, teleconference charges, telecopy charges, postage, filing fees, computer-assisted research and other expenses.

Our fee for services as bond counsel is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the Closing. If the financing is not consummated or is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we understand and agree that we will not be paid the bond counsel fees stated above or for our time expended as bond counsel on your behalf, but we will be paid for our services as special counsel and will be paid for client charges and other out-of-pocket expenses made or incurred on your behalf.

Upon acceptance of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us.

Mr. Carl Slaugh
April 1, 2008
Page 5

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by an appropriate official and retain an original for your files. We look forward to working with you.

Very truly yours,



Gary A. Anderson

ACCEPTED and APPROVED:

Date: _____, 2008

CITY OF BASEHOR, KANSAS

By: _____
Title: City Administrator

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 with accompanying development plan as requested by Affinity Development Inc. (deferred from April 21).

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 from April 21 and May 5 pending receipt of revised documents. The petition also includes a development plan prepared by Gilmore & Bell acting as agents for the city

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.

A telephone conference was held May 9 with Gary Anderson and Gina Riekhof, Gilmore and Bell, Greg Vahrenberg, Piper-Jaffray and Patrick Reavey, city attorney, to discuss responses from Affinity Development concerning the Basehor Town Center development agreement. Questions were addressed in following areas: 1) Payback period of assessments, 12 or 20 years – shorter period benefits the city, longer is better for developer and prospective property holders; 2) Construction Cost – will construction documents be handled by city or developer and will payments be made by developer first and then request reimbursement or may invoices be submitted directly to the city; 3) Easements and ROW on west side of 155th – who will acquire, city needs to meet with property owners and discuss; 4) Zoning of project area – has been cleared; 5) Letter of Credit – one year versus three years; 6) Letter of Credit – when to be released, release if value of property is 2.5 times initial appraised value.

A resolution will be prepared that authorizes the Mayor to execute the Development Agreement. There will also be a resolution to create the benefit districts.

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 19, 2008

Petition for Public
Improvements

Basehor Town Center

Excerpt of Minutes
and
Resolution

#1 Basehor Boulevard

#2 155th Street

#3 Development Agreement

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON MAY 19, 2008**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

_____.
Absent: _____.

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (BASEHOR BOULEVARD STREET, WATER AND SEWER IMPROVEMENTS).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Leavenworth County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the _____, on May ____, 2008)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (BASEHOR BOULEVARD STREET, WATER AND SEWER IMPROVEMENTS).

WHEREAS, a Petition was filed with the City Clerk of the City of Basehor, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(b) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following 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

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."

(b) The estimated or probable cost of the Improvements are:

One Million Seven Hundred & Seventy Five Thousand Dollars (\$1,775,000) for the Street Improvements, 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).

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

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.

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 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 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

ADOPTED by the governing body of the City on May 19, 2008.

(SEAL)

Mayor

ATTEST:

Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON MAY 19, 2008**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

_____.
Absent: _____.

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (155TH STREET IMPROVEMENTS).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Leavenworth County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the _____, on May ____, 2008)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (155TH STREET IMPROVEMENTS).

WHEREAS, a Petition was filed with the City Clerk of the City of Basehor, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(b) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

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

(the "Improvements").

(b) The estimated or probable cost of the Improvements are:

Nine Hundred and Thirty-seven Thousand and Five Hundred Dollars (\$937,500).

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, also –part of the Southeast Quarter and part of the Northeast Quarter of Section 34, 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 752.05 feet to the Point of Beginning of the herein described tract; 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 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 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 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 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 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 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 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 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 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 feet and a central angle of 45 degrees 38 minutes 07 seconds, for a distance of 238.95 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 315.54; thence South 22 degrees 10 minutes 26 seconds East a distance of 161.89 to the Easterly extension of the North line of Rickelminutess subdivision and Rickelminutess subdivision No.3, both subdivisions of land in the City of Basehor, Leavenworth County, Kansas; thence South 87 degrees 57 minutes 12 seconds West along said North line a distance of 1537.29 feet; thence North 01 degrees 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 Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 71.71 feet; thence South 88 degrees 02 minutes 08 seconds West a distance of 290.00 feet to the West line of Lot 77, Creatwood County Estates Phase I; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 353.42 feet to the Northwest corner of said Lot 77; thence North 59 degrees 32 minutes 51 seconds East a distance of 125.80 feet to a point on the South line of Lot 76 in said Creatwood County Estates Phase I; thence North 01 degree 24 minutes 41 seconds West a distance of 140.00 feet to the North line of said Lot 76; thence North 01 degree 24 minutes 41 seconds West along the center line of 155th Lane a distance of 194.70 feet; thence South 88 degrees 34 minutes 57 seconds West along the center line of Willow Street a distance of 145.23 feet; thence North 01 degrees 32 minutes 25 seconds West along the center line of 155th Terrace a distance of 322.32 feet; thence North 88 degrees 02 minutes 02 seconds East a distance of 160.17 feet; thence North 01 degrees 24 minutes 41 seconds West a distance of 233.25 feet; thence North 87 degrees 57 minutes 12 seconds East a distance of 195.81 feet to the POINT OF BEGINNING.

Contains: 5,757,328.73 Sq. Ft. or 132.17008 Acres

(d) The method of assessment is: equally per square foot.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section I* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Leavenworth County, Kansas.

ADOPTED by the governing body of the City on May 19, 2008.

(SEAL)

Mayor

ATTEST:

Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON MAY 19, 2008**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

_____.

Absent: _____.

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Development Agreement regarding certain internal improvements in the City related to the Basehor Town Center Project.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING THAT CERTAIN DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF BASEHOR AND BASEHOR TOWN
CENTER, LLC DATED MAY 19, 2008.**

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Mayor was further directed to execute the Development Agreement and the Clerk was directed to record the fully executed Development Agreement in the Office of the Register of Deeds of Leavenworth County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASEHOR AND BASEHOR TOWN CENTER, LLC DATED MAY 19, 2008.

WHEREAS, Basehor Town Center, LLC, a Kansas limited liability company (the "Developer"), has requested that the City of Basehor, Kansas (the "City") create two improvement districts pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City and the Developer desire to enter into that certain Development Agreement between the City and the Developer, dated as of May 19, 2008, to set forth the parties rights and obligations with respect to the improvement districts and the improvements to be constructed in connection with such improvement districts.

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

Section 1. Execution of Agreement. The Mayor is hereby authorized and directed to execute the Development Agreement, in substantially the form presented to the governing body on this date, with such changes as shall be approved by the Mayor and the City Attorney.

Section 2. Recordation. Upon full execution of the Agreement by the City and the Developer, the City Clerk is hereby authorized and directed to file the Development Agreement of record in the office of the Register of Deeds of Leavenworth County, Kansas.

ADOPTED by the governing body of the City on May 19, 2008.

(SEAL)

Mayor

ATTEST:

Clerk

**Basehor Town Center, LLC
Company Resolution**

It is hereby resolved that Jennifer Van Der Steen, Corporate Legal, is granted the authority to enter Basehor Town Center, LLC ("Company") into binding contracts for financing, purchasing, selling, services, and any and all other business matters in connection with the conduct of its business operations. This authorization is for an indefinite period of time and will be terminated at the sole discretion of the Managing Member.

Managing Member



Michael J. Duncan

11/28/07
Date

**OPERATING AGREEMENT
OF
Basehor Town Center, LLC.**

THIS AGREEMENT (the "Agreement"), dated and adopted this 27th day of November, 2007 by and among the undersigned members of BASEHOR TOWN CENTER LLC (the "Company"), a limited liability company organized under the laws of the State of KANSAS who agree as follows:

ARTICLE 1. COMPANY GENERALLY

- a. Formation and Term.** This Agreement shall be effective as of the date hereof and the Company has been formed upon the filing of its Articles of Organization (as amended from time to time, the "Articles") under the Act. The Company shall continue in existence until it is dissolved and its affairs are wound up pursuant to this Agreement, except to the extent that its separate existence is thereafter continued pursuant to the Act.
- b. Name and Purposes.** The Company's name and purposes shall be as set forth in the Articles. The Company may adopt one or more fictitious names from time to time.
- c. Offices.** The address of the principal office of the Company is 9200 Indian Creek Parkway, Suite 100, Overland Park, KS 66210. The registered office and registered agent of the Company shall be as designated in the Articles.
- d. Names of Members.** The names and addresses of the Members of the Company are set forth on "Exhibit A" attached hereto and made a part hereof.
- e. Restatement of Original Operating Agreement.**
- i. The Members indicated on Exhibit A and signing below represent the complete and true ownership of Basehor Town Center, LLC. as of the date of this Operating Agreement. Certain interests were acquired through direct purchases from prior Members who no longer own any Membership interest in Basehor Town Center LLC.
 - ii. All prior Member Interests have been properly assigned in accordance with the respective Agreements governing the Purchase of Membership Interests.
 - iii. This Operating Agreement has incorporated all amendments made to prior Operating Agreements and supersedes all prior Operating Agreements and is the only governing document at this time.

- iv. From time to time in the future, amendments may be made to this Operating Agreement and such amendments will be made in accordance with the provisions set forth herein.

ARTICLE 2. CERTAIN DEFINITIONS. As used in this Agreement, the following terms have the following meanings”

- a. **“Act”** means the Kansas Limited Liability Company Act.
- b. **“Assignee”** means each person who acquires any Company Interest by a Transfer and who does not become a Member pursuant to this Agreement.
- c. **“Capital Account”** means, with respect to any Member or Assignee, the Capital Account maintained for such Person in accordance with the provisions of Article 3.
- d. **“Code”** means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).
- e. **“Company Interest”** means, when used with respect to a Member or an Assignee such person’s interest in the Company’s profits, losses and distributions (i.e., such person’s “member’s interest” as such term is defined in the Act); such person’s rights, if any, to participate in Company management; and all other rights, if any, that such person may have under the Act of this Agreement by reason of being a Member or Assignee.
- f. **“Immediate Family”** means a Member’s spouse and any ancestor or lineal descendant (including a legally adopted descendant) of a Member.
- g. **“Manager”** means a person appointed to such office pursuant to this Agreement with the right to manage the Company as set forth in this Agreement. Each Manager may, but need not, be a Member.
- h. **“Member”** means each of the initial parties hereto and each other person who is admitted to the Company as a Member pursuant to this Agreement, until such time as an “event of withdrawal” (as defined in the Act) occurs with respect to such person.
- i. **“Person”** includes an individual, corporation, partnership, association, trust, Limited Liability Company or other entity.
- j. **“Regulations”** means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (any reference to a specific section of the existing regulations shall be deemed to include corresponding provisions of succeeding regulations).

k. **“Transfer”** means, as a noun, any voluntary or involuntary transfer, sale, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. Without limiting the generality of the foregoing, the term shall include any sale, exchange, gift, assignment, pledge, grant of security interest, foreclosure, garnishment or other conveyance, disposition or encumbrance and the passage of any legal or equitable interest by bankruptcy, judicial order (including an order of divorce), bequest, intestate succession or other operation of law.

ARTICLE 3. CAPITAL CONTRIBUTIONS AND COMPANY CAPITAL.

a. **Initial Capital Contributions.** The initial Members shall contribute to the capital of the Company the money or property described for each respective Member with the respective values shown opposite their names, as set forth on “Exhibit A” attached hereto and made a part hereof.

b. **Company Capital.**

i. There shall be no additional contributions to the Company’s capital without the unanimous consent of the Members. Except as specifically provided in this Agreement, no Member or Assignee shall have any right to demand or receive the return of his, her or any predecessor’s contribution to the Company’s capital. If the Company makes a distribution that constitutes in whole or part a return of a contribution to the Company’s capital, no Member or Assignee shall have any right to demand that such distribution be made in, or any right to receive, property other than cash.

ii. No member or Assignee shall be obligated to repay to the Company (or to any other Member or Assignee) any deficit in his or her Capital Account arising at any time during the term of the Company or upon the dissolution and liquidation of the Company. No member or Assignee shall be individually liable for the return of the capital contributions of any other Member or Assignee, it being expressly agreed that any such return shall be solely from the Company’s property.

iii. A separate Capital Account shall be maintained in accordance with tax accounting principles for each Member and Assignee. No Member or Assignee shall be entitled to receive interest on his or her Capital Account balance. Without limiting the generality of the foregoing, each Member’s and Assignee’s allocated share of Company profits and losses shall be credited or debited to his or her Capital Account.

c. **Loans by Members.** Any Member may loan funds to the Company on such terms as the Member and the Manager may determine to be appropriate. No such loan shall change the Member’s Capital Account or the relative size of any Company Interest.

ARTICLE 4. DISTRIBUTIONS.

a. **Distributions of Cash.** In view of the purposes of the Company, it is anticipated that the Company will need to accumulate working capital and other minimal reserves. However, the Board shall from time to time decide the amount of Company cash that shall be distributed to the Members and Assignees. In such event, and subject to the limitations imposed by the Act on the aggregate amount that may be distributed by the Company at any given time, the Company shall distribute the amount of cash determined by the Board at the time or times determined by the Board. Each cash distribution made by the Company shall be made to the Members and Assignees who, after taking into account all adjustments to their Capital Accounts attributable to transactions that occurred prior to the distribution, have positive Capital Accounts, and will be made pro rata in proportion to their Company Interests.

b. **Distributions of Kind.** The Members may from time to time decide that specific Company property other than cash should be distributed to the Members and Assignees. In such event, and subject to the limitations imposed by the Act on the aggregate amount that may be distributed by the Company at any given time, such property shall be valued and distributed, based on value, to the Members and Assignees to whom, and in the same proportions as which, cash in an amount equal to the value of such property would be distributed pursuant to Section 4.a on the date such property is distributed.

ARTICLE 5. ALLOCATIONS.

a. **Allocations of Profits and Losses.** For accounting and income tax purposes all Company items of income, gain, loss, deduction, credit, and preference earned or incurred for each fiscal period shall be allocated to the Members and Assignees in proportion to their respective Company Interests. Notwithstanding the preceding sentence, the Company shall for tax purposes (a) allocate all gain, loss and other items attributable to property contributed to the Company as required by Section 704(c) of the Code, using a reasonable method of allocation selected by the Members, and (b) make all other allocations that are expressly required by the Code or the Regulations to be made in a particular manner in such manner.

b. **Tax Allocations.** In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members and Assignees so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for Capital Account purposes. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.b are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of income, gain, loss, deduction or distributions pursuant to any provision of this Agreement.

ARTICLE 6. ACCOUNTING AND RECORDS

a. **Accounting Methods and Records.** The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with sound accounting methods, consistently applied, except that the Members' Capital Accounts shall be maintained as provided in this Agreement. The Company shall be on the cash basis for both tax and accounting purposes. Michael Duncan is hereby designated as the "tax matters partner" (as such term is defined in Section 6231(a)(7) of the Code) or the equivalent representative for the Company.

b. **Fiscal Year.** The fiscal year of the Company shall be the calendar year.

c. **Records To Be Maintained.** The company shall maintain at its principal office such books and records as are required to be kept under the Act. Without limiting the foregoing, the Company shall keep minutes of the meetings of the Members, a list of the names of the Members and their addresses, and records relating to the Capital Accounts. The Company shall also prepare or keep from time to time such other or additional records and information as may be required by law or this Agreement.

d. **Company Seal.** The Company shall not have a Company seal.

e. **Reports to Members.** The Manager shall provide reports at least annually to the Board other than Assignees at such time and in such manner as the Manager may determine reasonable. The Manager shall provide such Members with those information return required by the Code and the laws of the State of Missouri.

ARTICLE 7. POWERS, RIGHTS AND DUTIES OF MANAGER AND MEMBERS

a. **Manager.** There shall be one (1) Manager (the "Manager") who shall manage the business and affairs of the Company. The initial Manager shall be Michael Duncan. If this initial Manager shall resign or become unable to manage the Company by reason of death or disability, or if Mr. Duncan shall be unwilling or unable to serve as Manager, the Members shall elect a replacement Manager. Until the Members elect a replacement Manager, management of the Company will be vested in the Members. To remove a manager takes a 51% vote of the members of the company.

b. **Role of Manager.** The Property, business, and affairs of the Company shall be managed by or under the direction of the Manager, except as otherwise provided in the Act or in this Agreement. Subject to the remaining provisions of this Article 7, the Manager shall have and hold full right, power and authority to make decisions and act for and on behalf of the Company, including without limit all right, power and authority of a manager under the Act and all right, power and authority which would be held by the board of directors of a corporation organized under Kansas law.

c. **Certain Powers of Manager.** Without limiting the generality of the powers granted in the preceding section, and subject to the limitations set forth in Section 7.d, below, the Manager shall have power and authority, on behalf of the Company:

i. To acquire property from or sell any property to any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connect with any such Person shall not prohibit the Manager from dealing with that Person;

ii. To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Manager shall deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized by the Manager to contract such debt or incur such liability;

iii. To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, deeds, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisitions, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

iv. To enter into any and all agreements on behalf of the Company and to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

d. **Restrictions on Authority of the Manager.** Notwithstanding the general powers of the Manager granted in this Article 7, no action shall be taken or sum expended or obligation incurred by the Company or the Manager with respect to a matter within the scope of any of the Major Decisions (as defined below) affecting the Company, unless such Major Decision has been approved by the vote of the Members (not then in default hereunder) owning more than fifty percent (50%) of the Company Interests held by the Members, (collectively, "Major Decision Approval"). The "Major Decisions" shall be the following:

i. The Compensation of a Manager or Member for management or other services to the Company;

ii. Employment of or contracting with a Member or any entity owned or controlled by a Member for the provision of products and services to the Company;

- iii. The sale or transfer of all or substantially all of the business property;
- iv. The confession of a judgment against the Company in connection with any threatened or pending legal action.
- v. The distribution of any property of the Company other than strictly in accordance with the provisions of this Agreement.
- vi. Any other decisions which are designated Major Decisions elsewhere in this Agreement.

e. Exclusive Authority of Manager to Bind the Company. The Members hereby agree that only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company within the scope of Manager's authority defined in Article 7(c) above. No Member other than a Manager shall take any action as a Member to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member.

f. Right to Rely on the Manager.

i. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

- (1) The identity of the Manager or any other Manager;
- (2) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company.
- (3) The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- (4) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

ii. The signature of the Manager shall be necessary and sufficient to convey title to any Property owned by the Company or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of the Manager shall be sufficient to execute any "statement of company" or other documents necessary to effectuate this or any other provision of this Agreement.

All of the Members do hereby appoint the Manager as their attorneys-in-fact for the execution of any or all of such documents.

g. Compensation of Manager. The Manager shall be reimbursed for all reasonable expenses incurred in managing the Company, but shall not receive any other compensation for the management services rendered to the Company, except as specifically determined by Major Decision Approval. This provision shall not, however, be construed to prevent the Manager from receiving additional compensation from the Company for action taken in a capacity other than as Manager.

h. Manager's Standard of Care. The Manger's duty of care in the discharge of the Manger's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging such duties, a Manger shall be fully protected in relying in good faith upon the records required to be maintained under Article 6 and upon such information, opinions, reports or statements by any of Company's Members or agents, or any other person as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or on any other facts pertinent to the existence and amount of Property from which distributions to Members might properly be paid.

i. Members' and Manager's Indemnification. No Member or Manager shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any action taken or failure to act on behalf of the Company unless such action or omission was an intentional breach of this Agreement or constituted gross negligence, bad faith or wanton or willful misconduct. Except with respect to the foregoing actions or decisions for which a Member or Manager is accountable to the Company and the other Members, the Company shall indemnify and hold harmless the Members and Manager from any loss, damage, liability or expense incurred or sustained by them by reason of ay act performed or any omission for or on behalf of the Company or in furtherance of the business of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses (which may be advance by the Company) incurred in connection with the defense of any actual or threatened action, proceeding or claim,

ARTILCE 8. TRANSFERS OF INTERESTS

a. Permitted Transfers.

i. A Member may transfer all or part of his or her Company Interests to another Member on such terms and conditions as the assigning and assignee Members may determine.

ii. A Company Interest, or any portion thereof, held by a natural person may be transferred by lifetime gift to members of the transferor's

Immediate Family or to trusts solely for the benefit of members of the transferor's Immediate Family. No transferee of all or part of a Company Interest under this subparagraph will be admitted as a Member unless (a) a majority in interest of the other Members consent, or (b) the transferee was a Member at the time of Transfer.

iii. TOD Designation. A Member may designate one or more transfer on death beneficiaries, so long as all such beneficiaries are members of the Member's Immediate Family. Such designation must be in writing, either below the Member's signature on this Agreement or by separate form filed with the Company prior to the death of the Member. The effect of such designation will be that, upon the Member's death, the designated beneficiary or beneficiaries will automatically succeed to the Member's Company Interest. Upon such succession, each beneficiary will be a Member if, but only if (a) a majority in interest of the other Members consent, or (b) the beneficiary was a Member at the time of succession.

b. **Binding Effect.** Any person who acquires any Company Interest by Transfer, whether from a Member or from an Assignee, shall be subject to and bound by this Agreement, but such person shall not be considered to be a party to this Agreement within the meaning of the Act unless and until he or she is admitted to the Company as a Member. No such person shall be admitted to the Company as a member except pursuant to the terms of this Agreement.

c. **Transfer Restrictions; Notice of Proposed Transfer.**

i. Except in accordance with the terms of this Agreement, no Member or Assignee may voluntarily Transfer any Company Interest without the prior unanimous written consent of the non-transferring Members. Any Transfer or act in violation of this restriction shall be null and void as against the Company.

ii. A Member or Assignee shall give written notice to the Company and to each other Member of any proposed sale, gift or other voluntary Transfer of his Company Interest prior to the proposed Transfer, other than a permitted Transfer under Section 8.a. If the proposed Transfer is pursuant to a *bona fide* offer to purchase or sale, the notice shall (i) include the name of the proposed transferee, the amount or value of the consideration, and a description of the manner of payment, and (ii) be accompanied by the offer to purchase (or acceptance of offer to sell), signed by the proposed purchaser, or a photocopy thereof.

d. **Company's Option to Purchase.** The Company is hereby granted an irrevocable option to purchase all and not less than all of the Company Interest owned by each Member or Assignee (except as specifically set forth below), which option is exercisable each time any event described below occurs:

i. The Member or Assignee gives notice, as required under Section 8.c, of a proposed voluntary Transfer of any Company Interest or the Member or Assignee voluntarily Transfers any Company Interest (whether or not the Member or Assignee gives the required notice thereof). An option exercisable under this Section extends only to the Company Interest that is the subject of a Transfer described herein and not necessarily to all Company Interest owned by the Member or Assignee.

ii. The Member or Assignee files a petition or otherwise seeks relief under any bankruptcy or similar laws, or a charge or petition is filed against the Member or Assignee under any such laws and is not dismissed within 90 days after it is filed.

iii. Any of the Company Interest of the Member or Assignee is or, after a lapse of time, will be Transferred involuntarily (by court order, upon foreclosure, by operation of law or otherwise) or pursuant to a property settlement agreement. An option exercisable under this Section extends only to the Company Interest that is the subject of a Transfer described herein and not necessarily to all Company Interest owned by the Member or Assignee.

iv. The death of a Member.

The Company must exercise or waive an option exercisable under this Section 8.d within 60 days after the Company or any Manager (other than the transferring Member or Assignee) receives notice or otherwise learns of the occurrence of an event described therein. Within such 60 day period, any Manager (other than the transferring Member or Assignee) shall give notice of the Company's exercise or waiver to the transferring Member or Assignee and to any transferee of the Company's Interest who is known to Company.

e. Purchase Price.

i. The purchase price for any Company Interest purchased under Section 8.d of this Agreement (the "**Purchase Price**") shall be the amount that an arms-length purchaser would be willing to pay for such Company Interest as of the date of the event described in Section 8.d triggering the buyout or option under this Agreement, as determined by agreement of the selling Member or Assignee and the purchaser. In the event such agreement cannot be reached, the purchase price shall be determined by an appraiser (the "**Appraiser**") whose selection shall be approved by written consent of the selling Member or Assignee and all other Members. If an agreement cannot be reached as to the selection of one particular appraiser, then the selling Member or Assignee and the other Members (acting together) shall each select an appraiser. Each of these appraisers shall agree to the choice of another appraiser, who shall serve as the Appraiser. The Appraiser shall evaluate the Company Interest and determine the Purchase

Price within 60 days of its engagement. The Appraiser shall be granted complete access to all books and records of the Company and such other information as it may reasonably request in connection with its valuation. Each party may, if it desires, submit a valuation to the Appraiser, together with its reasons therefore. The Appraiser shall not be limited to these submissions and can make such investigations as it reasonably deems to be necessary or appropriate. The Appraiser shall deliver written notice specifying the Purchase Price to the Company and to the parties to the transaction immediately upon its determination of such Purchase Price, and such determination shall be final and binding on such parties. The parties shall equally bear the fees of the Appraiser.

ii. Notwithstanding the foregoing, if an option is exercised because of a voluntary Transfer or proposed Transfer, the party exercising such option may elect, in lieu of paying the Purchase Price determined in the preceding paragraph, to purchase the Company Interest for the same price and on the same terms as were offered by the transferring Member or Assignee to his transferee or proposed transferee.

f. Closing.

i. Date and Place of Closing. Payment of the aggregate Purchase Price for all Company Interest to be acquired hereunder shall be made at a closing (a "Closing") held no later than 30 days after the Company exercises its option. Each Closing shall be held at the Company's principal place of business or other mutually agreeable place.

ii. Procedure at Closing. At a Closing, the buyer shall deliver to the selling Member or Assignee, at the buyer's election, either (a) cash or its equivalent (or such property as is acceptable to the buyer and the seller) in an amount equal to the aggregate Purchase Price, or (b) cash or its equivalent in an amount equal to at least 25 % of the Purchase Price and a promissory note for the balance of such Purchase Price, which note shall be payable in five equal annual principal installments commencing one year from the date of Closing and shall bear interest at a rate per annum equal to the prime rate of interest published in the Midwest Edition of the Wall Street Journal as of the date of the Closing. Contemporaneously, the selling Member or Assignee shall deliver to the buyer such property endorsed transfer documents as may be reasonably requested by the buyer. Provided, however, that if a buyer has elected to purchase the Company Interest on the terms and conditions of an offer for voluntary Transfer, the terms of such offer shall control.

iii. Conditions to Closing. Any Company Interest purchased pursuant to this Agreement shall be free and clear of all liens, claims and encumbrances at the time of Closing, except as may be created or exist under this Agreement.

g. Effect of Transfer.

i. All whole or partial Company Interests Transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. Unless otherwise agreed by the Members or expressly provided herein, no Transfer permitted hereunder shall relieve the assignor from any of its obligations under this Agreement accruing prior to such Transfer.

ii. In the event any Company Interest is Transferred to any person (other than another Member) in accordance with the provisions set forth in this Section, the Assignee thereof shall succeed to such Company Interest as an assignee under the Act and shall have no right to become a substitute Member and participate in the management of the business and affairs of the Company; provided, however, that the Assignee shall be liable for the obligations of his assignor under this Agreement. An Assignee that is not in default under this Agreement (by reason of his or his predecessor's uncured failure to perform any obligation under this Agreement) shall have the right to petition, by written notice to the Company, to become a substitute Member upon the written consent of a majority in interest of the other Members. As additional conditions to the Assignee's becoming a substitute Member hereunder, the Assignee must execute this Agreement (as amended) and agree to be bound by all of its terms and provisions. Upon the satisfaction of the foregoing conditions, the Assignee shall become a Member.

h. Withdrawal.

i. No Member shall have any right to, and no Member shall, withdraw from the Company. Any Member who withdraws from the Company in violation of this Agreement shall be liable to the Company for all damages directly or indirectly caused by such withdrawal (including attorneys' fees), and the Company may (without limiting any other remedy it may have in such event) offset such damages against any amounts distributable to such Member or his or her Assignee upon such withdrawal.

ii. A Member who withdraws from the Company in breach of this Agreement shall not be entitled to receive any value for his or her Company Interest, but instead shall become an Assignee with regard to his or her Company Interest. The Company shall have a continuing option to purchase such Company Interest for a price (the "Withdrawal Value") equal to the book value of such Company Interest as of the withdrawal date as shown by the Company's books and records, adjusted as follows:

(1) any real estate owned by the Company shall be valued at its fair market value by an independent appraiser selected by the Company;

(2) no value shall be attributed to intangibles, such as goodwill;
and

(3) the damages caused by the Member's withdrawal (other than for death), which shall include all costs and expenses (including attorneys' fees) of carrying out and enforcing the provisions of this Agreement relative to such withdrawal shall be subtracted.

iii. If the Company exercises its option to purchase the Company Interest of a withdrawn Member the Withdrawal Price shall be paid as follow: At least 10 percent of the Withdrawal Price shall be paid by Company check at closing (on a date and at a place determined by the Company that is not later than 30 days after the Withdrawal Price has been determined, and the Company shall notify the Assignee or his or her successors in interest of such closing date and place at least three days prior thereto). On each anniversary of such closing, the Company shall pay an additional 10 percent of the Withdrawal Price by Company check until the entire amount is paid in full; *provided, however*, that the Company may at its election at any time and from time to time prepay all or any part of any of such installments. The Company shall pay interest on the unpaid balance of the Withdrawal Price as it exists from time to time from the date of closing until paid in full at a rate that, as of the closing date, is the lowest rate (which may be zero) that could be paid on an obligation of comparable type and maturity without creating imputed interest or original issue discount for federal income tax purposes. Each time the Company makes a payment on the unpaid balance of the Withdrawal Price after the closing date, it shall also pay all accrued but unpaid interest to the date of such payment. After the closing the withdrawn Member and his or her successors in interest shall have no further right, title or interest to or in the Company, or to or in its property, business or affairs.

ARTICLE 9. DISSOLUTION OF THE COMPANY.

a. **Dissolution.** The Company shall be dissolved upon the first to occur of:

i. the sale or other disposition (including without limitation casualty loss or foreclosure) of all or substantially all of the operating assets of the Company's business or businesses, unless the Company, as part of the consideration for any substantial portion of such assets, shall acquire one or more installment obligations to the Company, in which case the Company shall be dissolved upon the satisfaction or sale or other disposition of all of such obligations;

ii. the written consent of all Members to such dissolution; or

iii. the occurrence of any other event that causes the dissolution of the Company under the Act; *provided, however*, that the Company shall not be

dissolved by the occurrence of any "event of withdrawal" (as defined in the Act) with respect to a Member unless such Member is the sole remaining Member.

b. Winding Up. Upon the dissolution of the Company, unless the Company is reconstituted pursuant to the terms hereof, or unless such dissolution is due to the Company not being the surviving entity in a merger or consolidation to which it is a party, the Manager shall make full account of the Company's property and liabilities and the Company shall commence to wind up its affairs (which the Manager shall control) as promptly as its consistent with obtaining the fair value of the assets, and the Company's property may be liquidated in the manner and to the extent and for such consideration as the Manager shall determine. The Company's property or the proceeds thereof, after the payment or the establishment of reserves for the payment of all of the Company's liabilities in accordance with the Act, shall be applied or distributed as provided in Article 4.

ARTICLE 10. GENERAL.

a. Notices/Approvals to be in Writing. Any notice, request, approval, consent, demand or other communication required or permitted here under shall be given in writing by (1) personal delivery, or (2) expedited delivery service with proof of delivery, or (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) facsimile, provided that such facsimile is confirmed by expedited delivery service or by mail in the manner previously described) sent to the party to whom the communication is directed at his or her address et forth in the Company's records, or to such different address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address an din the manner provided herein.

b. Counterparts. This document, and the page or pages hereof on which the signatures of the parties appear, may be executed in two or more counterparts.

c. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall, as appropriate to the context in which they are used, include all genders, and the singular shall include the plural and vice versa. As used in this Agreement each of the words "and" and "or" mean "and/or" as appropriate to the context in which they are used.

d. Company Property. All property, real, personal or mixed, from time to time owned by the Company shall be held in the Company's name unless the Manager shall decide that, for convenience, legal title to any property shall be held in the name of the Manager or of one or more of the Members; *provided, however*, all Company property held in the name of the Manager or of one or more Members shall be equitably and beneficially owned by the Company and the Manager or such Member or Members shall be the Company's nominee and trustee of the bare legal title to such property for the Company's sole benefit. Each of the Manager or such Member or Members shall fully

account to the Company with respect to all transactions and matters regarding such property.

e. Miscellaneous.

i. This Agreement shall become effective when it has been signed by each party hereto; thereafter, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and all other persons who shall be bound by this Agreement and their respective heirs, personal representatives, successors and assigns.

ii. This Agreement shall be governed by the internal laws (and not the laws pertaining to conflicts or choice of law) of Kansas. To the extent allowed by applicable law, each person who is or becomes a party to or bound by this Agreement hereby agrees for himself or herself and his or her successors in interest that the provisions of this Agreement shall govern in the event of any inconsistency between such provisions and the provisions of the Act, and each such person hereby waives any rights which he or she may have under the Act that are inconsistent with the provisions of this Agreement.

iii. In the event any one or more of the provisions contained in this Agreement or any applications thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or any other application thereof shall not in any way be affected or impaired thereby.

iv. The application of any provisions of this Agreement may be waived by the part or parties entitled to the benefit thereof; *provided, however*, no delay or failure on the part of any part hereto in exercising any rights hereunder, and no partial or single exercise thereof, shall constitute a waiver of any other rights hereunder. This Agreement shall not be amended except by a written agreement made by all of the Members.

v. All schedules attached to this Agreement are incorporated herein by this reference. Article headings and section headings used in this Agreement have no legal significance.

vi. If the Company or any part obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above appearing.



Michael J. Duncan



Kathryn A. Duncan

**Basehor Town Center, LLC.
Exhibit A**

<u>Name</u>	<u>Allocable Share</u>
Michael J. Duncan	99.000%
Kathryn A. Duncan	<u>1.000%</u>
Total	<u>100.000%</u>

The allocation of ownership and profit sharing as set forth above is effective beginning November 26, 2007.



Michael Duncan



Kathryn A. Duncan

PETITION FOR PUBLIC IMPROVEMENTS

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

1. We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements:

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

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 such improvement is:

Nine Hundred and Thirty-seven Thousand and Five Hundred Dollars (\$937,500).

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:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, also –part of the Southeast Quarter and part of the Northeast Quarter of Section 34, 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 752.05 feet to the Point of Beginning of the herein described tract; 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 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 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 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 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 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 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 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 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 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 feet and a central angle of 45 degrees 38 minutes 07 seconds, for a distance of 238.95 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 315.54; thence South 22 degrees 10 minutes 26 seconds East a distance of 161.89 to the Easterly extension of the North line of Rickelminutess subdivision and Rickelminutess subdivision No.3, both subdivisions of land in the City of Basehor, Leavenworth County, Kansas; thence South 87 degrees 57 minutes 12 seconds West along said North line a distance of 1537.29 feet; thence North 01 degrees 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 Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 71.71 feet; thence South 88 degrees 02 minutes 08 seconds West a distance of 290.00 feet to the West line of Lot 77, Creatwood County Estates Phase I; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 353.42 feet to the Northwest corner of said Lot 77; thence North 59 degrees 32 minutes 51 seconds East a distance of 125.80 feet to a point on the South line of Lot 76 in said Creatwood County Estates Phase I; thence North 01 degree 24 minutes 41 seconds West a distance of 140.00 feet to the North line of said Lot 76; thence North 01 degree 24 minutes 41 seconds West along the center line of 155th Lane a distance of 194.70 feet; thence South 88 degrees 34 minutes 57 seconds West along the center line of Willow Street a distance of 145.23 feet; thence North 01 degrees 32 minutes 25 seconds West along the center line of 155th Terrace a distance of 322.32 feet; thence North 88 degrees 02 minutes 02 seconds East a distance of 160.17 feet; thence North 01 degrees 24 minutes 41 seconds West a distance of 233.25 feet; thence North 87 degrees 57 minutes 12 seconds East a distance of 195.81 feet to the POINT OF BEGINNING.

Contains: 5,757,328.73 Sq. Ft. or 132.17008 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.

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 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:

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 83.08306 acres more or less.

Estimated assessable (sq. ft. or f.f.) in district 3,407,117 sq. ft.

Estimated Assessment Amount \$590,164.19

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 11.97960 acres, more or less.

Estimated assessable (sq. ft. or f.f.) in district 491,584 sq. ft.

Estimated Assessment Amount \$85,149.78

Date: _____ Signature: _____

Time: _____ Signature: _____

Owner: Bonee Family Living Trust
Address: P.O. Box 521
Basehor, KS 66007

Legal description of property owned within improvement district:
The North 353.40 feet of Lot 77, Crestwood Country Estates Phase I, a subdivision of land in the City of Basehor, Leavenworth County, Kansas according to the recorded plat thereof.
Contains: 88,350.00 Sq. Ft. or 2.02823 Acres.

Estimated assessable (sq. ft. or f.f.) in district 88,350 sq. ft.

Estimated Assessment Amount \$15,303.56

Date: _____ Signature: _____

Time: _____ Signature: _____

Owner: Lynne A. & Nancy J. Sebree
Address: 3443 N. 154th St.
Basehor, KS 66007

Legal description of property owned within improvement district:
The East 140.00 feet of Lot 76, Crestwood Country Estates Phase I, a subdivision of land in the City of Basehor,
Leavenworth County, Kansas according to the recorded plat thereof.
Contains: 19,600.00 Sq. Ft. or 0.44995 Acres.

Estimated assessable (sq. ft. or f.f.) in district 19,600 sq. ft.

Estimated Assessment Amount \$3,395.02

Date: _____ Signature: _____

Time: _____ Signature: _____

Owner: Bonee Enterprises
Address: P.O. Box 521
Basehor, KS 66007

Legal description of property owned within improvement district:
A part of the Northeast Quarter of Section 34, Township 10 South, Range 22 East of the Sixth Principle Meridian in the City
of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Beginning at the Southeast corner of said Northeast Quarter of Section 34; thence South 88° 02' 02" West, along the south
line of said Northeast Quarter, a distance of 180.01 feet; thence North 01° 24' 41" West a distance of 194.64 feet; thence
South 88° 34' 57" West a distance of 145.23 feet; thence North 01° 32' 25" West a distance of 205.91 feet; thence North 88°
02' 02" East a distance of 325.71 feet to a point on the East line of said Northeast Quarter; thence South 01° 24' 41" East
along said East line a distance of 402.14 feet to the Point of Beginning.
Contains: 86,314.03 Sq. Ft. or 1.98149 Acres.

Estimated assessable (sq. ft. or f.f.) in district 70,228 sq. ft.

Estimated Assessment Amount \$12,164.55

Date: _____ Signature: _____

Time: _____ Signature: _____

Owner: City of Basehor
Address: 2620 N. 155th Street
Basehor, KS 66007

Legal description of property owned within improvement district:
Beginning at a point 516.90 feet North and 30.00 feet West of the Southeast corner of said Northeast Quarter; thence South 01° 24' 41" East along the West right of way line of 155th street a distance of 116.41 feet; thence South 88° 02' 02" West a distance of 295.71 feet; thence North 01° 32' 25" West a distance of 116.40 feet; thence North 88° 02' 02" East a distance of 295.97 feet to the Point of Beginning.
Contains: 34,435.78 Sq. Ft. or 0.79054 Acres.

Estimated assessable (sq. ft. or f.f.) in district 34,436 sq. ft.

Estimated Assessment Amount \$5,964.84

Date: _____ Signature: _____

Time: _____ Signature: _____

Owner: Fairmount Township
Address: 2624 North 155th Terrace
Basehor, KS 66007

Legal description of property owned within improvement district:
Beginning at a point 516.90 feet North and 30.00 feet West of the Southeast corner of said Northeast Quarter; thence South 88° 02' 02" West a distance of 135.80 feet; thence North 01° 24' 41" West a distance of 198.26 feet; thence North 87° 57' 12" East a distance of 135.80 feet to a point on the West right of way line of 155th street; thence South 01° 24' 41" East along said West right of way line a distance of 198.46 feet to the Point of Beginning.
Contains: 26,937.29 Sq. Ft. or 0.61839 Acres.

Estimated assessable (sq. ft. or f.f.) in district 26,937 sq. ft.

Estimated Assessment Amount \$4,665.90

Date: _____ Signature: _____

Time: _____ Signature: _____

Owner: Raphael & Ann E. Breuer
Address: 16101 Parallel Rd.
Basehor, KS 66007

Legal description of property owned within improvement district:
A tract of land in the Northeast Quarter of Section 34, Township 10 South, Range 22 East, 6th P.M., City of Basehor, Leavenworth County, Kansas, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 34-10-22; thence North 716.90 feet; thence North 90 West, 30.00 feet to the West right of way of 155th street and the Point of Beginning of this tract; thence South 87° 57' 12" West a distance of 135.81 feet; thence North 01° 24' 41" West a distance of 35.00 feet to the South line of Hickory street; thence North 87° 57' 12" East along the South line of Hickory street a distance of 135.81 feet to the West line of 155th street; thence South 01° 24' 41" East along the West line of 155th street a distance of 35.00 feet to the Point of Beginning.
Contains: 4,753.35 Sq. Ft. or 0.10912 Acres.

Estimated assessable (sq. ft. or f.f.) in district 4,753 sq. ft.

Estimated Assessment Amount \$823.29

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 part of the Northwest Quarter of Section 35, Township 10 South, Range 22 East of the Sixth Principle Meridian in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Beginning at a point 30.00 feet East and 420.00 feet South of the West Quarter corner of Section 35-10-22; thence North 87° 57' 12" East a distance of 150.00 feet; thence South 01° 24' 41" East a distance of 145.00 feet; thence South 87° 57' 12" West a distance of 150.00 feet to the East right of way line of 155th street; thence North 01° 24' 41" West along the East right of way line a distance of 145.00 feet to the Point of Beginning.
Contains: 21,750.00 Sq. Ft. or 0.49931 Acres

Estimated assessable (sq. ft. or f.f.) in district 21,750 sq. ft.

Estimated Assessment Amount \$3,767.43

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:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, also –part of the Southeast Quarter and part of the Northeast Quarter of Section 34, 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 752.05 feet to the Point of Beginning of the herein described tract; 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 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 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 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 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 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 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 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 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 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 feet and a central angle of 45 degrees 38 minutes 07 seconds, for a distance of 238.95 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 315.54; thence South 22 degrees 10 minutes 26 seconds East a distance of 161.89 to the Easterly extension of the North line of Rickelminutess subdivision and Rickelminutess subdivision No.3, both subdivisions of land in the City of Basehor, Leavenworth County, Kansas; thence South 87 degrees 57 minutes 12 seconds West along said North line a distance of 1537.29 feet; thence North 01 degrees 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 Southwest Quarter; thence North 01 degrees 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 degrees 24 minutes 50 seconds West a distance of 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 degrees 24 minutes 41 seconds West, along said West line, a distance of 420.03 feet Point of Beginning.

Contains: 5,410,404.50 Sq. Ft. or 124.20579 Acres

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 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 11.97960 acres, more or less.

Estimated assessable (sq. ft. or f.f.) in district 1,247,590 sq. ft.

Estimated Assessment Amount \$216,101.44

Date: _____ Signature: _____

Time: _____ Signature: _____



155th Street
Engineer's Opinion of Probable Cost
Street Improvements
 May 14, 2008

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost / Unit</u>	<u>Cost</u>
Infrastructure				
1	<i>Streets</i>			
	5' Sidewalk	2,800	Lf. \$ 15	\$ 42,000
	Collector w/ Turn Lane	1,400	Lf. \$ 250	\$ 350,000
	Striping	1	Lump Sum \$ 3,000	\$ 3,000
	Signage	1	Lump Sum \$ 2,000	\$ 2,000
2	<i>Storm Sewer</i>			
	Structures	8	Ea. \$ 3,000	\$ 24,000
	Medium	700	Lf. \$ 60	\$ 42,000
	Extend 5'x5' RCB	45	Lf. \$ 500	\$ 22,500
	Wingwalls	1	Lump Sum \$ 8,000	\$ 8,000
3	<i>Street Lights</i>	8	Ea. \$ 4,000	\$ 32,000
4	<i>Erosion Control and Seeding</i>	1	Lump Sum \$ 24,500	\$ 24,500
5	<i>Traffic Control</i>	1	Lump Sum \$ 10,000	\$ 10,000
6	<i>Contingency (5%)</i>	1	Lump Sum \$	\$ 28,000
Infrastructure Sub-Total:				\$ 588,000
Utilities				
1	<i>Water Line</i>			
	12" Relocation	75	Lf. \$ 200	\$ 15,000
2	<i>Power</i>			
	Power Pole Relocation	7	Ea. \$ 3,000	\$ 21,000
3	<i>Phone</i>			
	SBC Relocation	1,400	Lf. \$ 20	\$ 28,000
Utilities Sub-Total:				\$ 64,000
Total Opinion of Probable Cost:				\$ 652,000

ESTIMATED OR PROBABLE COST

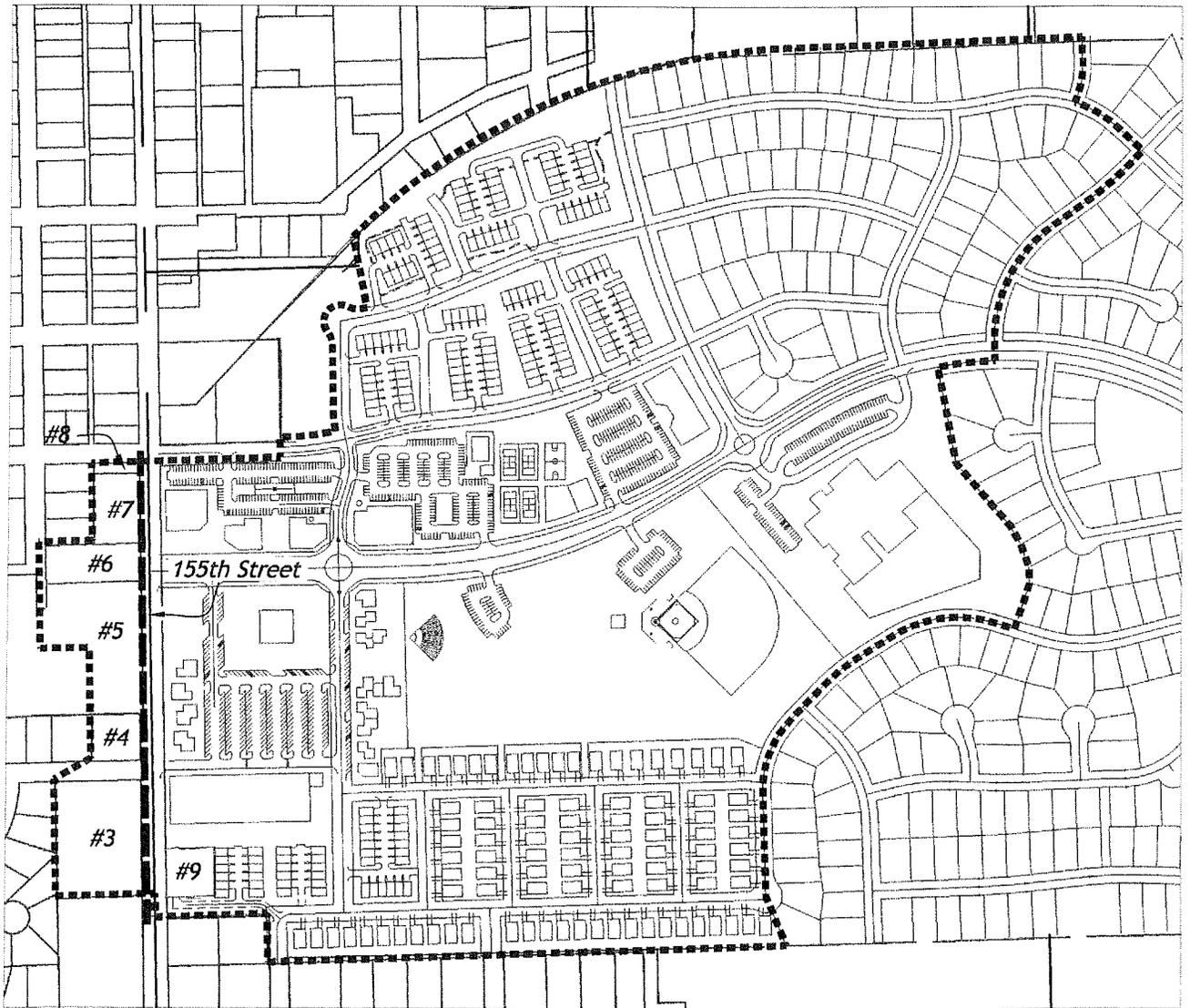
PREPARED BY: Level-4 Engineering, LLC

DATE: April 8, 2008 EST. CONSTRUCTION TIME: YRS _____ MOS 9

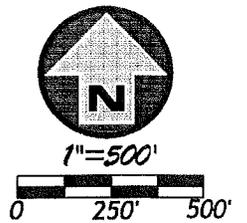
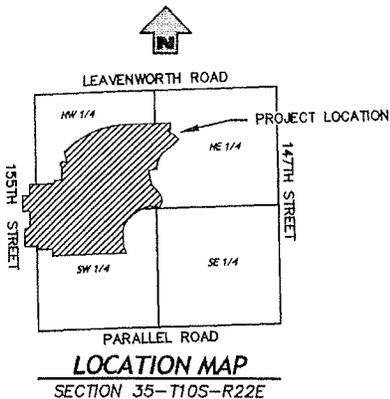
ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>652,000</u>
LAND ACQUISITION COSTS (ATTACH ITEMIZED LIST EA. TRACT)	\$ <u>0</u>
TOTAL COST:=	\$ <u>652,000</u>
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>91,280</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>3,260</u>
PETITION PREPARATION	\$ <u>3,060</u>
ENGINEERING & CONSTRUCTION STAKING (10%)	\$ <u>65,200</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>45,640</u>
LEGAL NOTICE	\$ <u>200</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>200</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>50</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST)	\$ <u>11,410</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>65,200</u>
OTHER:	\$ <u>0</u>
TOTAL ESTIMATED OR PROBABLE COSTS =	\$ <u>937,500</u>

Exhibit A

Proposed Improvements for 155th St. to Hickory Street
approximately 1400' South.



----- = Benefit District Boundary
 - - - - - = Area of Improvement



LEVEL ENGINEERING, LLC.
Developing Great Ideas
 207 South 5th Street | Leavenworth, Kansas 66048 | 913.682.8600 | 913.682.8606 (F)

PETITION FOR PUBLIC IMPROVEMENTS

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

1. We, the undersigned, are 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

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 the Improvements be made in the manner provided by K.S.A. 12-6a01, et seq.

2. The estimated or probable cost of the Improvements are:

One Million Seven Hundred & Seventy Five Thousand Dollars (\$1,775,000) for the Street Improvements, 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.

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;

BENINNING 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 DSITANCE 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 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:

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

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:

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

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					<u>\$59,233.75</u>	

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: _____



Basehor Town Center
Engineer's Opinion of Probable Cost
Street Improvements
 May 14, 2008

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost / Unit</u>	<u>Cost</u>
Infrastructure				
1	<i>Streets</i>			
	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	<i>Temporary Construction Road</i>			
	20' Wide x 8" Thick (2"-3" AB3 Gravel)	1,550	Lf. \$	22 \$ 34,100
	Maintenance	1	Lump Sum \$	5,400 \$ 5,400
3	<i>Storm Sewer</i>			
	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	<i>Street Lights</i>	21	Ea. \$	4,000 \$ 84,000
5	<i>Erosion Control and Seeding</i>	1	Lump Sum \$	40,000 \$ 40,000
6	<i>Contingency (5%)</i>	1	Lump Sum	\$ 58,900
			Total Opinion of Probable Cost: \$ 1,237,000	



Basehor Town Center
Engineer's Opinion of Probable Cost
Sewer Improvements
May 14, 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
			Gravity Sewer Total:	\$ 580,000



Basehor Town Center
Engineer's Opinion of Probable Cost
Water Improvements
May 14, 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

ESTIMATED OR PROBABLE COST

PREPARED BY: Level-4 Engineering, LLC

DATE: May 14, 2008 EST. CONSTRUCTION TIME: YRS _____ MOS 11

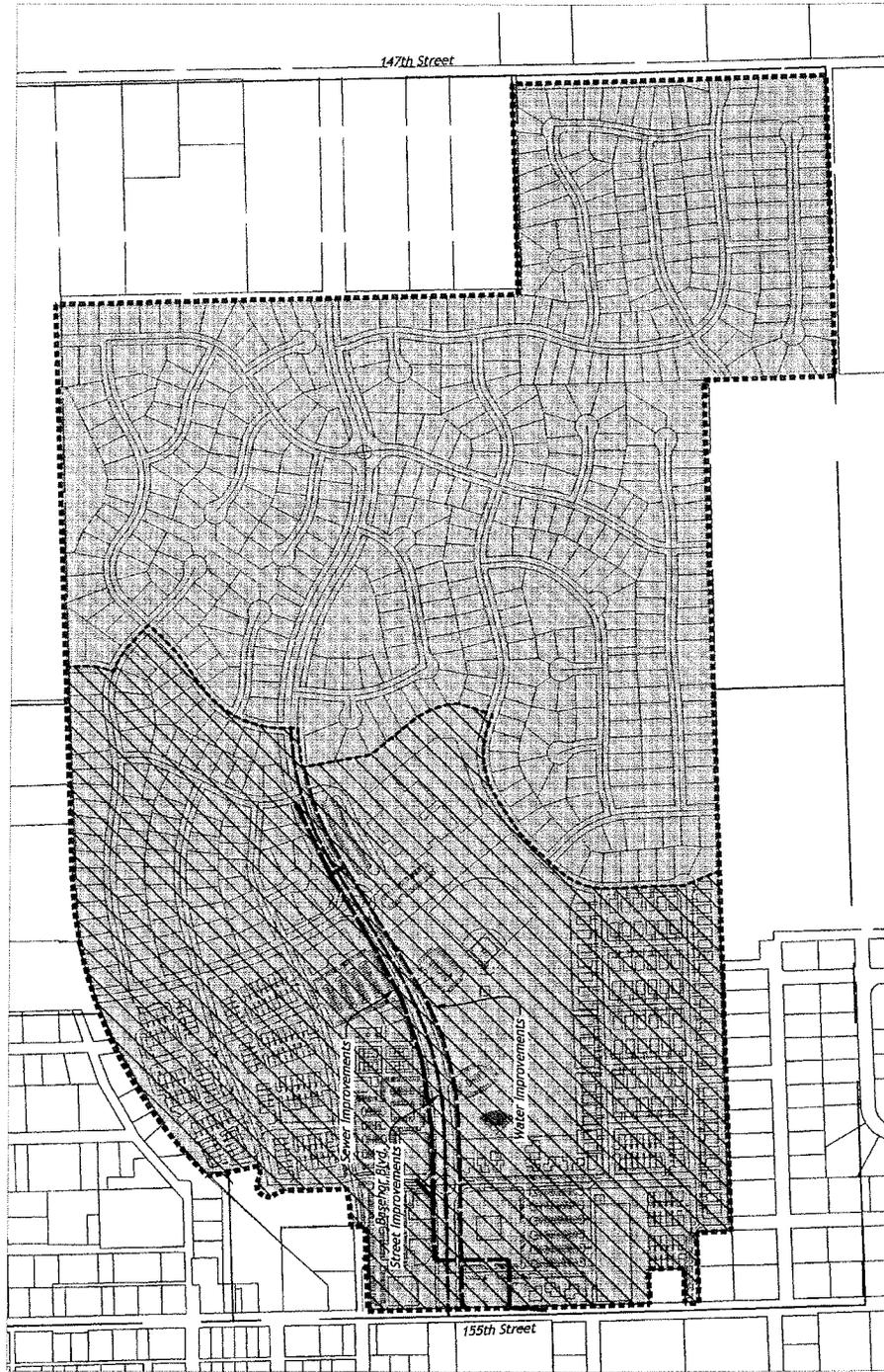
STREET IMPROVEMENTS

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>1,237,000</u>
TOTAL COST:=	\$ 1,237,000
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>173,180</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>6,185</u>
PETITION PREPARATION	\$ <u>2,695</u>
ENGINEERING & CONST. STAKING (10%)	\$ <u>123,700</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>86,590</u>
LEGAL NOTICE	\$ <u>200</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>80</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>20</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST)	\$ <u>21,650</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>123,700</u>
SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR <u>STREET IMPROVEMENTS</u> =	\$ <u>1,775,000</u>

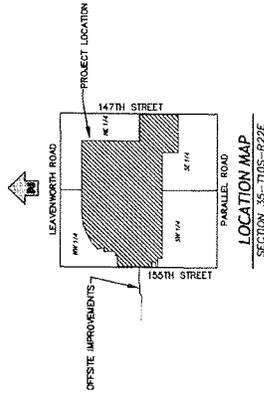
WATER IMPROVEMENTS

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>147,000</u>
TOTAL COST:=	\$ <u>147,000</u>
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>20,580</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>735</u>
PETITION PREPARATION	\$ <u>620</u>
ENGINEERING & CONST. STAKING (LUMP SUM)	\$ <u>19,500</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>10,290</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)	\$ <u>2,575</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>14,700</u>
SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR <u>WATER IMPROVEMENTS</u> =	\$ <u>216,000</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



**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 20 (the number of years over which the Special Assessments will be levied, in accordance with Section 3.02(A)).

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

"Basehor Boulevard Improvement District Petition" means the petition submitted by the Developer to the City Clerk on May ___, 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 the construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155th Street to approximately 2,500 feet east consisting of grading, 10" asphalt paving, curb and gutter, storm sewer, retention basin, street lights, and all necessary and appurtenant work to complete a 4-lane divided boulevard transitioning to a standard collector street, all to be constructed as shown on the map attached to the Basehor Boulevard Improvement District Petition.

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

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

“Certificate of Improvement 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 3.03 of this Agreement.

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

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Improvements, together with all supplements, amendments or corrections, submitted by the 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, however may be more or less in the future.

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

“Estimated 155th Street Prepayment” means \$42,317.16, which amount is equal to the estimated maximum amount of special assessments to be levied against all property within the 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 \$269,905.86, which amount is equal to estimated maximum amount of Special Assessments to be levied against all of the Developer’s Property, determined in accordance with the Petitions (\$3,401,520.51), and assuming (i) the maximum Improvement Costs as set forth in the Petitions, (ii) a 5.0% annual rate of interest on such maximum Improvement Costs, and (iii) that the Special Assessments will be levied in 20 equal annual installments in accordance with Section 3.02(A).

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

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

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

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

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

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

“Improvement Costs” means, collectively, the costs of the Basehor Boulevard Improvements, the 155th Street Improvements, the Water Line Improvements, and the Sewer Line Improvements, and such other costs to be charged to the Improvement District as set forth in the 155th Street Improvement District Petition and the Basehor Boulevard Petition, including interest and costs of issuance related to any Improvement District Obligations issued by the City to finance the Improvements, all determined in accordance with the Act.

“Improvement Costs Cap” means, with respect to the Basehor Boulevard Improvements, \$1,775,000.00; with respect to the 155th Street Improvements, \$937,500.00; with respect to the Water Line Improvements, \$834,000.00; and with respect to the Sewer Line Improvements, \$2,825,000.00.

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

“Petitions” means the 155th Street Improvement District Petition and the Basehor Boulevard Petition.

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

Section 2.02. Representations of 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 diligently 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 requested in the Petitions and 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 twenty (20) equal annual installments. The City shall allow all property owners within the Improvement Districts an opportunity to prepay all or any portion of such Special Assessments within the Prepayment Period.

B. Notwithstanding anything to the contrary in the Improvement District Proceedings, the Developer shall be required to pay, on behalf of those owners of property within the 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 as they apply to that portion of the Developer's Property actually owned by the Developer or any Related Entity. 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 draw 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 non-employee 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. Within 10 days of the Developer's receipt of such itemized statement, the Developer shall 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 (as specified in **Section 3.03(c)**) 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 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 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 non-employee consultants and advisors as the City deems reasonably necessary to perform its obligations under this Agreement; provided, however, that such other non-employee consultants and advisors not named in this Agreement shall be subject to prior approval by the Developer, which approval shall not be unreasonably withheld.

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 and shall be approved for reimbursement as such by the City (but only from proceeds of Improvement District Obligations issued after the Improvements are complete, and only to the extent such amounts together with the actual Improvement Costs do not exceed the Improvement Costs Cap), except for (i) 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 and (ii) any amounts that are not "costs" as defined by the Act. The Developer acknowledges that the actual fees and expenses of the Developer in negotiating and entering into this Agreement are not reimbursable costs pursuant to the Act.

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 customarily required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City shall cooperate with and provide all usual assistance to the 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 or the Developer's contractor(s) shall provide for all public works bonds required by K.S.A. 60-1111 and any other performance and/or payment bonds reasonably required by the City prior to the commencement of construction of the Improvements. The premiums for such bonds shall constitute costs chargeable to the Improvement Districts. The 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. If necessary, the City shall assist the Developer in obtaining all necessary easements related to the 155th Street Improvements.

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

Section 4.05. Completion of Improvements.

A. Development Schedule. The 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, until such time as the City issues Improvement District Obligations in accordance with **Article VI** hereof. After the City has issued Improvement District Obligations, the Developer may request that the City directly pay Improvement District Costs in accordance with **Section 5.04** hereof. 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 the proceeds of Improvement District Obligations and not from any other source. Nothing in this Agreement shall obligate the City to issue Improvement District Obligations to reimburse 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 and/or payment of Improvement Costs shall be made in a Certificate of Improvement Costs in substantial compliance with the form attached hereto as **Exhibit B**.

Requests for reimbursement and/or payment shall be submitted by the Developer to the City not more often than monthly.

(1) With respect to costs requested to be reimbursed, 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 by the Developer, 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. The Developer shall provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Improvement Costs.

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

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

B. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Improvement Costs is submitted, to examine the 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 fifteen (15) days of the City's approval of the Certificate of Improvement Costs. If the City reasonably disapproves of the Certificate of Improvement Costs, the City shall notify the Developer in writing of the reason for such disapproval within such 15-day period. Approval of the Certificate of Improvement Costs will not be unreasonably withheld, conditioned or delayed.

Section 5.05 Right to Inspect and Audit. The 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).

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 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.

E. 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 **two 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 **\$582,128.88**. This amount is determined by (1) multiplying by two the Estimated Developer's Annual Special Assessments (**\$539,811.72**) and (2) adding the Estimated 155th Street Prepayment (**\$42,317.16**).

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**. Approval by the City shall not be unreasonably withheld, conditioned or delayed.

3. Notwithstanding anything to the contrary in this Agreement, no Letter of Credit shall be required from the Developer 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 or if the appraised value of the Developer's Property is not less than 400% of the amount of the total Special Assessments levied or to be levied against the Developer's Property, such appraised value to be determined in accordance with a Notice of Appraised Value prepared by the Leavenworth County, Kansas County Appraiser.

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 contained herein may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Improvement District being transferred. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the 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. Notwithstanding anything to the contrary in this Agreement, any transferee of the Developer's Property equal to 25% or more of the square footage of the real property in the Sewer Improvement District shall comply with the provisions of **Section 6.02(B)** hereof with respect to such transferred property, prior to the real estate closing for the transfer of such property. The Developer shall notify the City in writing at least 20 days prior to any such transfer. At least three business days prior to any such transfer, the transferee shall provide the City with written documentation evidencing the transferee's compliance with the provisions of **Section 6.02(B)** hereof with respect to such transferred property.

D. 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 equal to less than 25% of the square footage of the real property in the Sewer Improvement District.

**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, independent contractors or consultants. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where 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. Each party agrees that all actions to be taken by it under this Agreement shall be taken diligently and in good faith.

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

Basehor Town Center

May 19, 2008

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: _____

**Narrative – City Council
May 19, 2008
Dustin Smith, Planning Director**

Consideration of Resolution requesting the Board of County Commissioners of Leavenworth County, Kansas to make certain findings regarding the annexation of the property located at 14210 Fairmount Road, also known as the Field of Dreams Athletic Complex, into the City of Basehor.

This is a voluntary annexation of the above referenced property for purposes of the applicant connecting to the city sewer system pursuant to decommissioning of the existing sewer lagoons. However, because it is an “island” annexation, it will require County Commission approval. Upon approval of the resolution by the Council, staff will prepare an extension of services report to send with the Governing Body resolution to the County Commission. Assuming the County approves the resolution, the item will come back to the City Council with an ordinance for adoption.

The Planning Commission, at their meeting on May 6, 2008, considered the petition and recommended approval of the annexation of the property into the City of Basehor. An excerpt of minutes of the Planning Commission was unavailable for inclusion into the City Council packet.

A draft resolution for the annexation, staff report, copy of the application and location map is provided in the agenda packet.

Staff will be available for discussion at the meeting.

Staff Recommendation

Staff and the Planning Commission recommend that the property be annexed into the city.

(a/k/a Field of Dreams Property)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

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

SECTION 1. The Governing Body of the City of Basehor, Kansas, hereby finds that a request for annexation of the following described tracts of land has been presented to it by the Basehor Athletic Association:

Tract #1:

A tract of land in the North ½ of Section 13, Township 10 South, Range 22 East of the Sixth P.M., more fully described as follows:

Beginning at the North ¼ corner of said Section 13; thence North 89 degrees 44' 58" East for a distance of 377.48 feet along the North line of said Section; thence South 01 degrees, 01' 16" West for a distance of 500.00 feet; thence North 89 degrees 44' 58" East for a distance of 500.00 feet; thence south 01 degrees 01' 16" West for a distance of 466.80 feet; thence South 89 degrees 44' 58" West for a distance of 361.00 feet; thence South 89 degrees 45' 58" West for a distance of 592.64 feet; thence North 01 degrees 07' 43" East for a distance of 966.84 feet to the North line of said Section; thence North 89 degrees 52' 55" East for a distance of 74.35 feet along said North line to the point of beginning.

And also

Tract #2

A tract of land in the North ½ of Section 13, Township 10 South, Range 22 East of the Sixth P.M., more fully described as follows:

Beginning at a point 74.35 feet South 89 Degrees 52' 55" West of the Northwest ¼ corner of said Section 13; thence South 89 degrees 52' 55" West for a distance of 70.00 feet along the North line of said Section; thence South 01 degrees 07' 42" West for a distance of 1884.53 feet; thence North 89 degrees 49' 39" East for distance of 664.34 feet; thence North 01 degrees 01' 18" East for a distance of 918.22 feet; thence South 89 degrees 45' 48" West for a distance of 592.64 feet; thence North 01 degrees 07' 43" East for a distance of 966.84 feet to the point of beginning.

In Leavenworth County, Kansas.

The Governing Body further finds that the above described properties do not adjoin land within the boundaries of the City of Basehor. The Governing Body further finds that such annexation, at the request of the property owner, is advisable, desirable, beneficial, and in the interest of the public.

SECTION 2. The City of Basehor, Kansas, hereby respectfully requests that the Board of County Commissioners of Leavenworth County, Kansas, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Leavenworth County, Kansas, all as provided in K.S.A. 12-520c.

ADOPTED AND APPROVED by the Governing Body of the City of Basehor, Kansas, this 19th day of May, 2008.

Chris Garcia – Mayor

ATTEST:

Mary A. Mogle – City Clerk

Staff Report

Date: May 6, 2008

Subject: Consideration of voluntary annexation of Field of Dreams property, located at 14210 Fairmount Road.

File No: N/A

GENERAL INFORMATION

Applicant: Basehor Athletic Association

Property Owner: Basehor Athletic Association

Address: 14210 Fairmount Road
Basehor, KS 66007

Location: 14210 Fairmount Road

Current Zoning: Rural Residential 2.5 (County)

STAFF ANALYSIS

Project Description

The Basehor Athletic Association has submitted a petition for annexation for the property containing the Basehor Field of Dreams sports complex, located at 14210 Fairmount Road. The application was submitted as part of the request to connect to the Basehor city sewer system due to the current city policy that requires annexation of all properties outside the city requesting connection to the city sewer system. Until recently when the connection to city sewer was complete, The Basehor Field of Dreams was using a sewer lagoon for sewage treatment. The Kansas Department of Health and Environment (KDHE) mandated the decommissioning of the sewer lagoon.

The property consists of two separate parcels that total 30.11 acres. The property is in use as a sports complex that includes baseball, softball, soccer and football fields. General use occurs mostly on weekends during the spring and summer months.

The annexation request is governed by Kansas Statutes, Section 12-520(c)(2). The annexation of the property requires approval by the County Commission because the property is not adjacent to the existing city boundaries. Upon the Planning Commission recommendation, a resolution will be forwarded to the City Council for their consideration. If they find that the annexation is in interests of the city, the resolution will be forwarded to the County Commission for approval. If the County approves it, the City Council will then consider an ordinance for the annexation.

The City Council adopted an annexation plan in January, 2008. Staff is in the process of pursuing several annexations of property adjacent to the city boundaries, including Cedar Falls and Cedar Lake Estates. We have also requested annexation of the Victory Crest (formerly Theno Estates), which is adjacent to the Field of Dreams site on the east. However, the petition for Victory Crest has not been submitted.

Annexations of this type were typically not reviewed by the Planning Commission. However, the Council recently requested that all annexations be reviewed by the Planning Commission.

Zoning Issues

The property is currently zoned as Rural Residential 2.5. According to the City Attorney, the Kansas Supreme Court has indicated that annexed property should retain the zoning that was in place prior to annexation. The city can rezone the property after annexation, but only with proper public notifications and conducting a public hearing, or the property owner would have to rezone the property prior to doing future improvements. Therefore, the property will retain the Rural Residential 2.5 zoning classification upon annexation and will continue to operate under the requirements placed on it by the County as part of the development approval. Staff will have a list of these conditions available for presentation to the Planning Commission at the meeting.

The Annexation Plan

The Annexation Plan was adopted on March 3, 2008. It listed several properties that are targeted for annexation, which included several properties that are expected to connect to the city sewer system in the short-term. However, the properties listed in the Plan were provided as examples and not intended to provide a specific list of properties that the city would pursue. Furthermore, according to the policies listed in the Plan, "*properties that will be connected to the city's sewer system will be required to annex into the city, unless the Governing Body determines that such annexation is not in the city's best interest.*"

Extension of Services

As part of the annexation, the City will extend services to the annexation area. These would include sewer service and police service.

The applicant has petitioned the City to connect to the city sewer system. However, the extension of police services will require the local police department to patrol the annexed area and respond to police calls. Due to the location of the subject property being over one (1) mile from any existing portion of the city, the biggest cost involved will likely be the additional driving distance when performing routine patrols or responding to calls. In addition, an officer patrolling or responding to a call at Field of Dreams will be approximately 10 miles driving distance from Honey Creek Subdivision, which is the furthest point in the city from Field of Dreams.

Sewer Rate

Properties that are connected to the city sewer, but are located in the unincorporated county, pay a rate equal to 150% of what a resident of Basehor will pay. If the property is annexed, the sewer rate will be the same as other properties within the city. The estimated monthly sewer fee for Basehor Field of Dreams, if annexed, is approximately \$38.81 during the months that they operate. If the property is not annexed, the monthly fee would be approximately \$58.21.

Sewer Connection Fee

The sewer connection fee for properties within the city is \$2,950.00, whereas the non-resident fee is \$4,425.00. Basehor Athletic Association paid the non-resident fee. If annexed, the City Council will determine if a refund on the difference will be given to the applicant.

Benefits to the City as a Result of Annexation

Property Tax

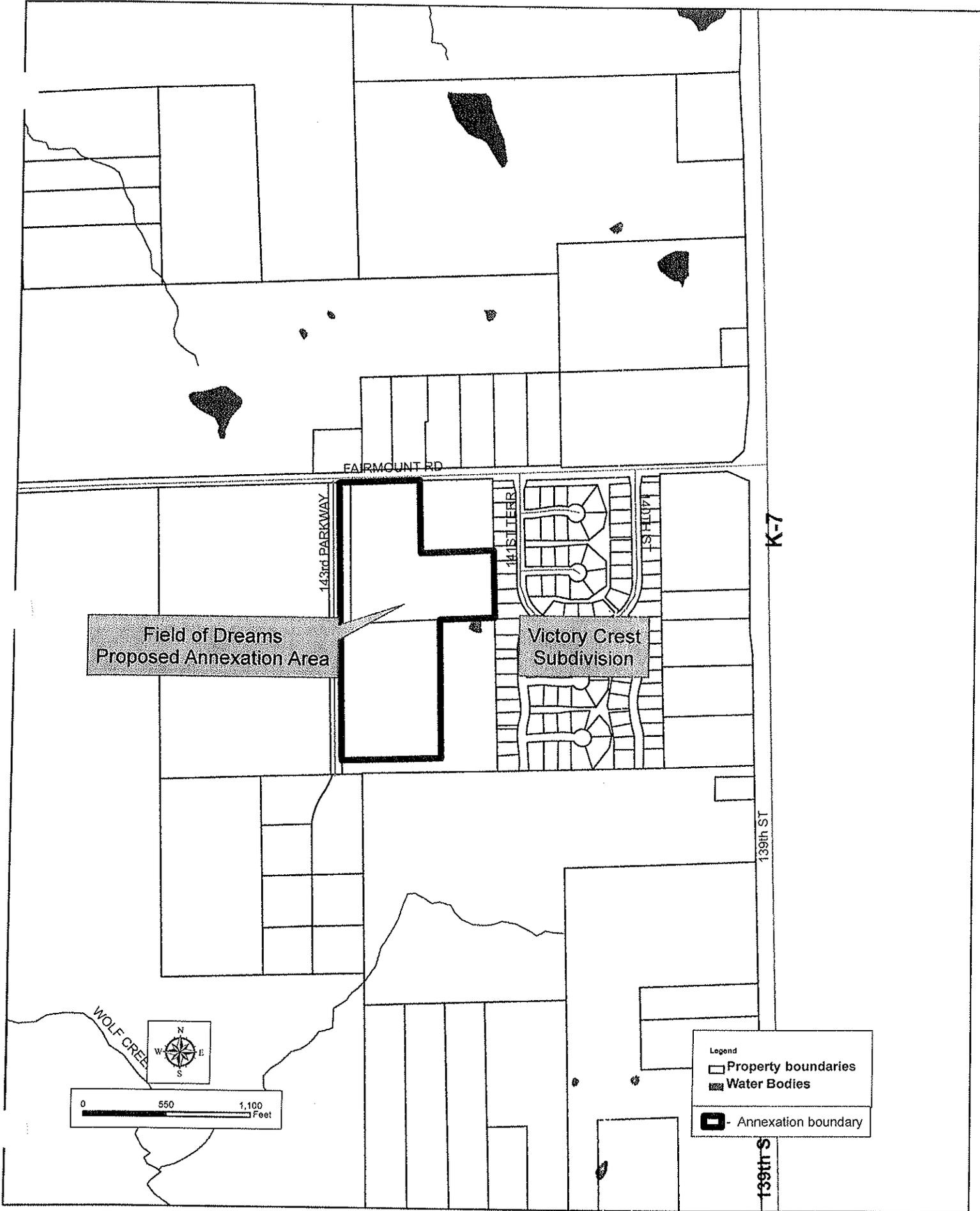
The Basehor Athletic Association is considered tax-exempt and does not pay property taxes due to their status as a community service organization. Therefore, the benefits to the city as a result of annexation are limited.

Sales Tax

The current City of Basehor sales tax rate is approximately 7.3%, whereas the sales tax rate in the unincorporated County is 6.3%. Upon annexation, the sales tax rate of 7.3% will be applied to concessions sold at Field of Dreams and the city should realize an increase in annual sales taxes. The amount of total sales in past years and the resulting sales taxes was unavailable.

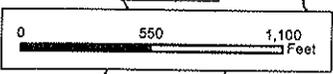
Staff Recommendation

Staff recommends approval of the annexation.



Field of Dreams
Proposed Annexation Area

Victory Crest
Subdivision



Legend

- Property boundaries
- Water Bodies
- Annexation boundary

K-7

139th ST

139th S

FAIRMOUNT RD

143rd PARKWAY

141ST TER

140th ST

WOLF CREEK

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 155th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



APPLICATION FORM

MAR 13 2008

Project Name & Description FIELD OF DREAMS COMPLEX		Total Site Acreage 3.21	Present Zoning
Legal Description (May be attached as separate sheet)			Proposed Zoning
Project Address / General Location 14300 FAIRMOUNT ROAD BASEHOR, KS. 66007			Presubmittal Date
Parcel ID Number (CAMA Number) 052-156-13-0-00-00-003 05-0 + 03-0			Floor Area Classification
Property Owner Name BASEHOR ATHLETIC ASSOCIATION	Phone 724-2133		Fax
Property Owner Address PO Box 503	City BASEHOR	State KS	Zip 66007
Applicant's Name (if different from above) MIKE CHUMLEY	Phone 913-206-6935		Fax
Applicant's Address 17888 EVANS RD.	City TONGANOXIE	State KS	Zip 66086
Applicant's mobile phone	Property Owner and/or Applicant's E-mail address MIKE@MIKECHUMLEY.NET		

APPLICATION TYPE	
<input checked="" type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other Exempt Benevolent	
Proposed Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other EB	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

Signature <i>Mike Chumley</i>	Date 3-13-08
----------------------------------	------------------------

Office Use Only	
<input type="checkbox"/> Filing Fee \$ N/A	<input checked="" type="checkbox"/> Received by <i>[Signature]</i>
<input type="checkbox"/> Attached Legal Description	<input type="checkbox"/> Property Ownership List
	<input type="checkbox"/> # of Plans _____

Narrative – City Council
May 19, 2008
Dustin Smith, Planning Director

**Consider Ordinance annexing property located at 19249 158
Street into the City of Basehor.**

The proposed ordinance to annex the property is enclosed with supporting information, including an extension of services report, maps and other information.

The Planning Department sent a letter to the property owner on January 18, 2008 requesting voluntary annexation of the property. However, we received no response. A second letter was sent to the property owner on March 11, 2008 by certified mail indicating that the City is pursuing the annexation and requesting their concurrence. The letter provided the date of the Council consideration of the resolution that established this public hearing.

After adoption of the resolution at the March 17, 2008 City Council meeting, the resolution was sent to other interested parties, such as the County Commission, utility companies, school district and the Fairmount Township Fire Department, as required by Statute. The County Commission indicated they had no comment on the annexation and no comments were provided by any of the other parties.

If the ordinance is approved, staff will send it to the Sentinel for publication after which the annexation of the property will be official.

Staff will be available for discussion at the City Council meeting.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND LOCATED AT 19249 158 STREET INTO THE CITY OF BASEHOR, KANSAS

WHEREAS, the following described land located at 19249 158 Street adjoins the City of Basehor and is located in Leavenworth County, Kansas; and

WHEREAS, the annexation of the following described property is pursuant to K.S.A. 12-520(a)(4), as amended; and

WHEREAS, pursuant to K.S.A. 12-520a, a public hearing on the annexation was held on May 19, 2008 prior to the consideration of this Ordinance; and

WHEREAS, notification was sent to interested parties as required by K.S.A. 12-520a; and

WHEREAS, after hearing the evidence presented at the public hearing, and considering the criteria contained in K.S.A. 12-520a, the Governing Body of the City of Basehor, Kansas, finds it advisable to annex such land.

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

SECTION 1. That in determining the advisability of annexing the land described below, the Governing Body considered the following criteria contained in K.S.A. 12-520a:

- (1) Extent to which any of the area is land devoted to agricultural use;
- (2) area of platted land relative to unplatted land;
- (3) topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed;
- (4) extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries;
- (5) present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;
- (6) extent of business, commercial and industrial development in the area;
- (7) present cost, methods and adequacy of governmental services and regulatory controls in the area;
- (8) proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;
- (9) tax impact upon property in the city and the area;
- (10) extent to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;
- (11) effect of the proposed annexation on the city and other adjacent areas, including, but not limited to, other cities, sewer and water districts, improvement districts, townships or industrial districts and, subject to the provisions of K.S.A. 12-521a, and amendments thereto, fire districts;

- (12) existing petitions for incorporation of the area as a new city or for the creation of a special district;
- (13) likelihood of significant growth in the area and in adjacent areas during the next five years;
- (14) effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan;
- (15) economic impact on the area; and
- (16) wasteful duplication of services.

SECTION 2. That the following described land is hereby annexed and made a part of the City of Basehor, Kansas:

A tract of land in the Southeast 1/4 of Section 3, Township 11 South, Range 22 East, more fully described as follows:

Beginning at the Northeast corner of said Southeast 1/4; thence South 00 degrees 00'00" East for a distance of 300.00 feet along the East line of the said Southeast 1/4; thence South 89 degrees 17'19" West for distance of 436.00 feet; thence North 00 degrees 00'00" East for a distance of 300.00 feet to the North line of said Southeast 1/4; thence North 89 degrees 17'19" East for a distance of 436.00 feet along said North line to the point of beginning.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Basehor, Kansas, this _____ day of _____, 20____.

Chris Garcia, Mayor

ATTEST:

City Clerk

Reviewed and approved this _____ day of _____, 2008

Patrick Reavey, City Attorney

**Extension of Services Report for the Annexation of the Bryant Property,
Located at 19249 158 Street**

May 19, 2008

Dustin Smith, Planning Director

The information provided below is based on criteria established by section 12-520a of the Kansas Statutes. The criteria provide the basis for determination of feasibility for annexation of property into the city to ensure that adequate services can be provided by the annexing jurisdiction. The subject property is being annexed under section 12-520 (4), which allows the city to annex property if the land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%.

- (1) Extent to which any of the area is land devoted to agricultural use.

The property contains several structures, including a house, grain silos and other structures that were previously used for agricultural purposes. The surrounding property started being developed several years ago as the Prairie Gardens Subdivision. The preliminary development plan for this subdivision contains residential uses and mixed uses and is in the 3rd Plat of the development. No agricultural activity has occurred on this property for several years. The existing house is currently vacant.

- (2) area of platted land relative to unplatted land.

The property is currently unplatted, but much of the surrounding property is platted as part of the Prairie Gardens 1st and 2nd plats. The property on the east side of 158 Street is known as the Tomahawk Valley property, which is a mixed residential subdivision that was granted preliminary approval in 2005 and final development plan and final plat approval for the first phase in 2006. However, the development of the property never commenced and the preliminary development plan and plat approval have expired.

- (3) topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed.

There are no major contrasts in topography and no natural boundaries that separate this property from the existing part of the city that would reduce the city's interest in this property in terms of being able to provide utility service. The property is located in the Hog Creek drainage basin, which contains a large percentage of the land within the City of Basehor.

- (4) extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries.

All of the existing residential development in the surrounding area is less than ten years (10) years old and much of it is less than five (5) years old. Other properties in the general vicinity are expected to develop in the next few years.

- (5) present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;

The present population of the area to be annexed is zero (it is a vacant house). Population growth in the area to be annexed is dependent on the future development of the property.

- (6) extent of business, commercial and industrial development in the area;

This area is largely residential in nature at this time. However, the Prairie Gardens Subdivision contains a component of mixed use commercial with loft apartments that is located adjacent to this property to the west. The nearest non-residential development includes one construction business to the south on 158 Street. The city's main commercial area is located in the area of 155 Street and State Avenue, approximately ½ mile from the subject property.

- (7) present cost, methods and adequacy of governmental services and regulatory controls in the area;

This property is completely surrounded by the City of Basehor. The major benefits to its location is City police protection and the availability of city sewer within close proximity to the property, which substantially increases its value. Therefore, it has enjoyed the benefits of city services for several years without paying city property taxes.

- (8) proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;

The house on the property is currently vacant.

- (9) tax impact upon property in the city and the area;

Due to the vacancy of the house, the immediate impact of the annexation as a result of the additional city property tax will be minimal. The immediate impact of the annexation as a result of the additional city property tax should be approximately \$313 per year under current conditions and tax rates.

- (10) extent to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;

The residents of the general vicinity of this property are residents of the city and, therefore, depend on the city for governmental services. The Basehor Community Library is adjacent to this property on the south and will provide several cultural, social and educational programs. Recreational opportunities are available at the city park and on various segments of walking trail throughout the city. Some employment opportunities are available at the various commercial businesses in the city, but most of the residents of Basehor are employed throughout the metropolitan area in Kansas City, Missouri, Kansas City, Kansas or Johnson County

- (11) effect of the proposed annexation on the city and other adjacent areas, including, but not limited to, other cities, sewer and water districts, improvement districts, townships or industrial districts and, subject to the provisions of K.S.A. 12-521a, and amendments thereto, fire districts;

No effect on any special district, utility district or fire district is expected to occur as a result of this annexation. The property is currently located within the 24/40 Interceptor Benefit District Area, but the annexation of the property into the city will not affect its status as part of the district.

- (12) existing petitions for incorporation of the area as a new city or for the creation of a special district;

There are no petitions pursuant to either of these objectives. However, the property is located within the 24/40 Interceptor Benefit District Area.

- (13) likelihood of significant growth in the area and in adjacent areas during the next five years;

Significant growth in this area of the city is expected in the next five years with the continuing development of the Prairie Gardens Subdivision and the Tomahawk Valley Subdivision. An additional section of the Prairie Gardens, 3rd Plat is in the process of development.

- (14) effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan;

The annexation of the property will have no immediate effect on any public or private utility. The annexation of the property is not associated with a development application, but is being annexed by the city without consent of the property owner. The effects of the development on the public and private utilities will be determined when the property develops.

(15) economic impact on the area; and

No economic impact on the area is expected with the annexation of the property.

(16) wasteful duplication of services.

Currently, the County has responsibility for code enforcement, planning, zoning and police protection on the subject property. Due to the property not being part of the city, it would likely require the city to report problems with any of these issues to the County. However, if the property is annexed, the city will have jurisdiction over the property and will enforce its codes and regulations accordingly, which is a more efficient performance of services than at the County level, mainly due to the location of the property.

(a/k/a Bryant property)

RESOLUTION NO. 2008-04

A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REGARDING PUBLIC HEARING TO CONSIDER ANNEXATION OF CERTAIN PROPERTY ADJOINING THE CITY

WHEREAS, the Governing Body is considering annexation of property adjoining the City, consisting of approximately three (3) acres, and generally located in the 19000 block of 158 Street; and

WHEREAS, the Governing Body has prepared a report regarding the annexation that contains all of the information required by K.S.A. 12-520b, including a plan for extension of services to the area proposed to be annexed, which report is available for inspection in the City Clerk's office during normal business hours; and

WHEREAS, a public hearing on the proposed annexation will be held pursuant to K.S.A. 12-520a.

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

SECTION 1. The Governing Body of the City of Basehor, Kansas is considering the annexation of the following described land:

A tract of land in the Southeast ¼ of Section 3, Township 11 South, Range 22 East, more fully described as follows:

Beginning at the Northeast corner of said Southeast ¼; thence South 00 degrees 00'00" East for a distance of 300.00 feet along the East line of the said Southeast ¼; thence South 89 degrees 17'19" West for distance of 436.00 feet; thence North 00 degrees 00'00" East for a distance of 300.00 feet to the North line of said Southeast ¼; thence North 89 degrees 17'19" East for a distance of 436.00 feet along said North line to the point of beginning.

SECTION 2. The Governing Body finds that the above described property adjoins, and is surrounded on all sides by land within the boundaries of the City of Basehor.

SECTION 3. To properly consider the proposed annexation of the land described above, the Governing Body orders the following:

- a. A public hearing on the proposed annexation will be held on May 19, 2008 at 7:00 p.m. in the meeting room of Basehor City Hall, 2620 N. 155 Street, Basehor, Kansas for the purpose of the Governing Body determining the advisability of such annexation.

- b. A copy of this Resolution, and a sketch of the land proposed to be annexed, shall be sent by certified mail to each owner of the land proposed to be annexed.
- c. A copy of this Resolution, and a sketch of the land proposed to be annexed, shall be published in the official City newspaper not less than one week, but no more than two weeks, before the public hearing.
- d. A copy of this Resolution shall also be sent, no later than 10 days following its adoption, by certified mail to the following (if applicable):
 - 1. The board of county commissioners.
 - 2. The governing body of any township where the land to be annexed is located.
 - 3. Any special assessment district or governmental unit providing municipal services to the area proposed to be annexed including, but not limited to, sewer districts, rural water districts, fire districts or improvement districts.
 - 4. Any special assessment district or governmental unit providing municipal services to the area proposed to be annexed including, but not limited to, sewer districts, rural water districts, fire districts or improvement districts.
 - 5. Any utilities having facilities within the area proposed to be annexed.
 - 6. The governing body of any school district in the area proposed to be annexed.
 - 7. Any city, county, township or joint planning commission having jurisdiction over the area proposed to be annexed.
 - 8. Any other political or taxing subdivision located within the area proposed to be annexed.

SECTION 4. At the public hearing, a representative of the City will present the City's proposal for annexation, including the plan of the City for the extension of services to the land proposed for annexation. In determining the advisability of annexation, the Governing Body will consider the criteria set forth in K.S.A. 520a(e).

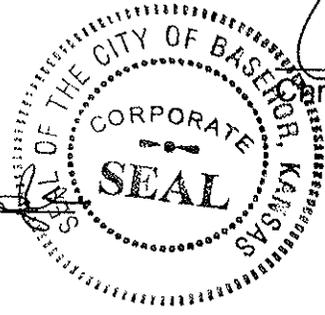
ADOPTED AND APPROVED by the Governing Body of the City of Basehor, Kansas, this 17th day of March, 2008.



Chris Garcia – Mayor

ATTEST:


Mary Mogle – City Clerk



APPROVED AS TO FORM:

Patrick G. Reavey – City Attorney

Annexation Report for the Bryant Property pursuant to Kansas Statutes 12-520b

March 10, 2008

Dustin Smith, Planning Director

The following report is required for unilateral annexation of property prior to setting the public hearing before the City Council. The factors for consideration are based on the section 12-520b of the Kansas Statutes. Staff's discussion of each factor is provided in *italics* immediately the coinciding factor.

- (1) A sketch clearly delineating the land proposed to be annexed and the area of the city adjacent thereto to show the following information.

See attached location map.

- (A) The present and proposed boundaries of the city affected by such proposed annexation;

See attached city boundary map.

- (B) the present streets, water mains, sewers and other city utility lines, and the proposed extension thereof;

See attached sewer map.

- (C) the general land use pattern in the areas to be annexed.

The land use in the area to be annexed is vacant residential. Although the subject property contains a residential structure, it is vacant at this time. There are also some old agriculture structures on the property, but the property does not appear to be in agricultural use at this time.

- (2) A statement setting forth a plan of sufficient detail to provide a reasonable person with a full and complete understanding of the intentions of the city for extending to the area to be annexed each major municipal service provided to persons and property located within the city and the area proposed to be annexed at the time of annexation and the estimated cost of providing such services. The plan shall state the estimated cost impact of providing such services to the residents of the city and the residents of the area proposed to be annexed. The plan shall state the method by which the city plans to finance the extension of such services to such area. Such plan shall include a timetable of the plans for extending each major municipal service to the area annexed. The plan shall state the means by which the services currently provided by a township or special district in the area to be annexed shall be maintained by the city at a level which is equal to or better than the level of services provided prior to annexation. The plan shall state those services which shall be provided immediately upon

annexation and those services which may be provided upon petition of the landowners to create a benefit district.

City Services to be Provided

The three major services that the city can extend to annexed property include planning, zoning and code enforcement, police protection and sanitary sewer service. Upon annexation, planning, zoning/code enforcement and police protection will be extended immediately to the property. However, the city has no intention to extend sanitary sewer service at this time. The nearest existing city sewer line is located approximately 400 feet south of the property, as shown on the attached sewer map.

Cost to Provide Services

The cost to provide the above referenced services is expected to be minimal. Due to the location of the property in relation to the existing city boundaries, it is likely that the Basehor Police would respond in some way to an emergency call on this property, as a result of mistakenly assuming it was in the City or otherwise. They also run regular patrols in the Prairie Gardens subdivision, which is adjacent to this property. Therefore, the extension of services and regular patrols will not require additional driving distance.

The cost to extend planning and zoning/code enforcement services to the property is expected to be minimal, especially until the property is developed. Upon development, the applicant will pay the appropriate fees for the development application, which will offset any costs associated with review services.

There are no costs expected at this time in conjunction with extension of sanitary sewer since the city has no plans to extend the facilities to this property at this time.

Timetable for Extension of Services

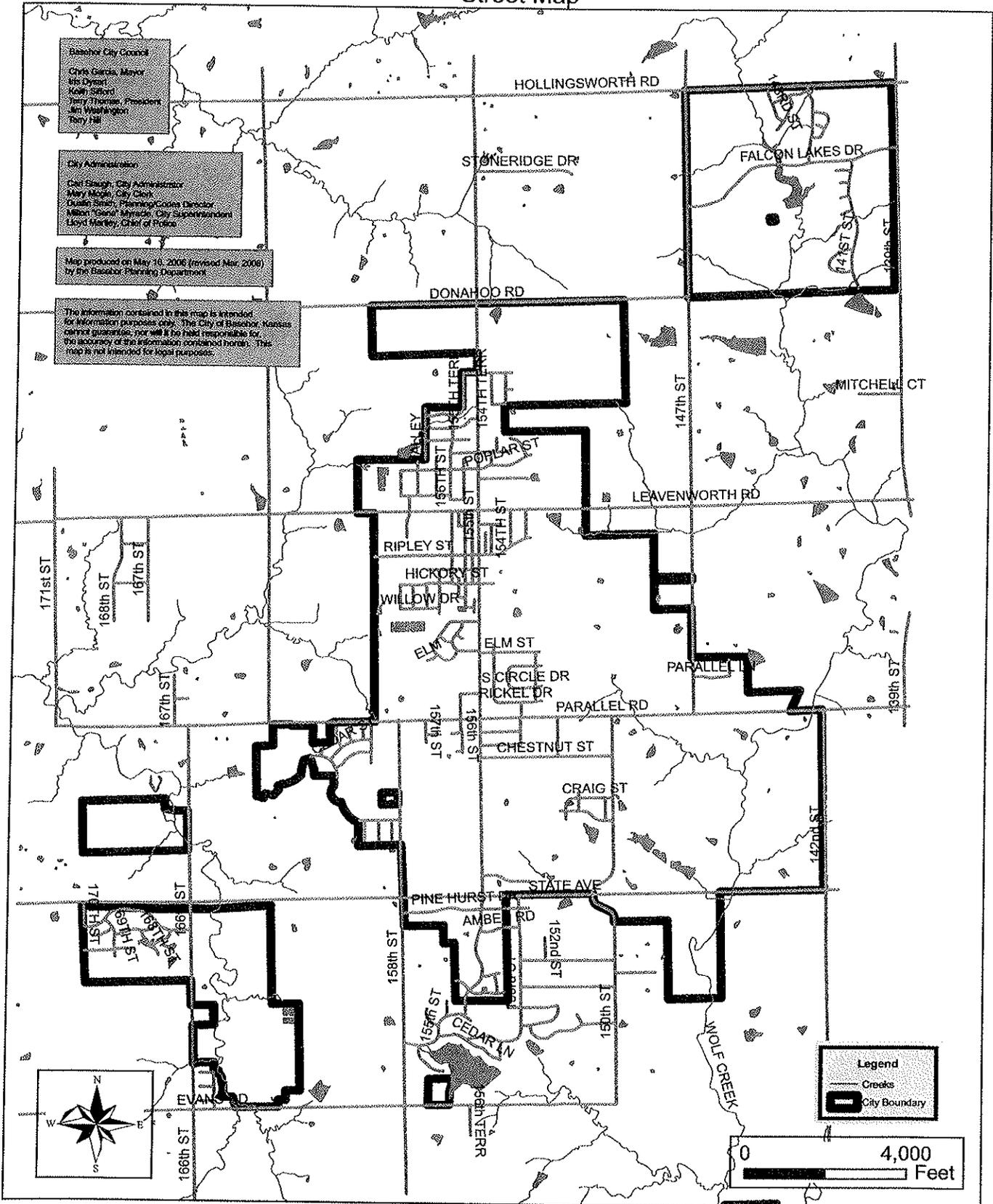
<i>Service</i>	<i>Timeframe for Extension</i>	<i>Costs to Extend</i>
<i>Planning, Zoning/CE</i>	<i>Immediately</i>	<i>\$0-minimal</i>
<i>Police</i>	<i>Immediately</i>	<i>\$0-minimal</i>
<i>Sanitary Sewer</i>	<i>Upon development</i>	<i>N/A</i>

Level of Service

Due to the location of the property in relation to the city, the City of Basehor expects to be able to provide a higher level of service to the property than what is provided by the Leavenworth County. The City of Basehor consists of approximately six (6) square miles, whereas the County contains several hundred square miles. Therefore, the ratio of the number of employees in the City's planning and codes department is much higher than the County's, indicating that our services can be provided much more efficiently. In addition, the City of Basehor Police are in a much better geographical position to provide police protection to the property with their headquarters located approximately

2.5 miles (driving distance) away, as opposed to the Leavenworth County Sheriff's office that is located approximately 15 miles away.

Street Map



Residential Information for 052-182-03-0-00-00-035-01-0-01

[Click here for other Cards](#)

Owner Information	Legal Description	Class	Apr Val Land	Apr Val Build	Apr Val Total	Year
052-182-03-0-00-00-035-01-0-01 BRYANT, KATHLEEN A Property Address: 19249 158TH ST 66012	SEC 3 TWP 11 RNG 22E TRCT DESC: W436' OF N300' OF SE1/4 Tax Unit: 070	RR RR	\$62600 \$52980	\$67800 \$53280	\$130400 \$106260	Current Previous

[View Sketch Vector](#) ---
 [View Tax Information](#) ---
 [Back to Search Page](#) ---
 [Home](#)

Narrative – City Council
May 19, 2008
Dustin Smith, Planning Director

**Consider Ordinance annexing property located at 16101
Parallel Road into the City of Basehor.**

The proposed ordinance to annex the property is enclosed with supporting information, including an extension of services report, maps and other information.

The Planning Department sent a letter to the property owner on January 18, 2008 requesting voluntary annexation of the property. No response was made with the Planning Department and a second letter was sent to the property owner on March 11, 2008 by certified mail indicating that the City is pursuing the annexation and requesting their concurrence. The letter provided the date of the Council consideration of the resolution that established this public hearing.

The property owner appeared at the City Council meeting on March 17, 2008 and requested the City delay annexation of the property.

After adoption of the resolution at the March 17, 2008 City Council meeting, the resolution was sent to other interested parties, such as the County Commission, utility companies, school district and the Fairmount Township Fire Department, as required by Statute. The County Commission indicated they had no comment on the annexation and no comments were provided by any of the other parties.

If the ordinance is approved, staff will send it to the Sentinel for publication after which the annexation of the property will be official.

Staff will be available for discussion at the City Council meeting.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND LOCATED AT 16101 PARALLEL ROAD INTO THE CITY OF BASEHOR, KANSAS

WHEREAS, the following described land located at 16101 Parallel Road adjoins the City of Basehor and is located in Leavenworth County, Kansas; and

WHEREAS, the annexation of the following described property is pursuant to K.S.A. 12-520(a)(4), as amended; and

WHEREAS, pursuant to K.S.A. 12-520a, a public hearing on the annexation was held on May 19, 2008 prior to the consideration of this Ordinance; and

WHEREAS, notification was sent to interested parties as required by K.S.A. 12-520a; and

WHEREAS, after hearing the evidence presented at the public hearing, and considering the criteria contained in K.S.A. 12-520a, the Governing Body of the City of Basehor, Kansas, finds it advisable to annex such land.

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

SECTION 1. That in determining the advisability of annexing the land described below, the Governing Body considered the following criteria contained in K.S.A. 12-520a:

- (1) Extent to which any of the area is land devoted to agricultural use;
- (2) area of platted land relative to unplatted land;
- (3) topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed;
- (4) extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries;
- (5) present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;
- (6) extent of business, commercial and industrial development in the area;
- (7) present cost, methods and adequacy of governmental services and regulatory controls in the area;
- (8) proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;
- (9) tax impact upon property in the city and the area;
- (10) extent to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;
- (11) effect of the proposed annexation on the city and other adjacent areas, including, but not limited to, other cities, sewer and water districts, improvement districts, townships or industrial districts and, subject to the provisions of K.S.A. 12-521a, and amendments thereto, fire districts;
- (12) existing petitions for incorporation of the area as a new city or for the creation of a special district;
- (13) likelihood of significant growth in the area and in adjacent areas during the next five years;

- (14) effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan;
- (15) economic impact on the area; and
- (16) wasteful duplication of services.

SECTION 2. That the following described land is hereby annexed and made a part of the City of Basehor, Kansas:

A tract of land located in the Northeast Quarter of Section 3, Township 11 South, Range 22 East in Leavenworth County, Kansas and being more particularly described as follows:

Commencing at the Southwest corner of Section 34, Township 10 South, Range 22 East; thence North 88°00'06" East, along the North line of said Section 3, a distance of 1114.62 feet to the POINT OF BEGINNING; thence South 02°00'02" East, a distance of 499.90 feet; thence North 88°00'06" East, a distance of 450.00 feet; thence North 02°00'02" West, a distance of 499.90 feet to the North line of said Section 3; thence South 88°00'06" West, a long said North line, a distance of 450.00 feet to the point of beginning and containing 224,954.89 square feet or 5.16 acres more or less.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Basehor, Kansas, this _____ day of _____, 20____.

Chris Garcia, Mayor

ATTEST:

City Clerk

Reviewed and approved this _____ day of _____, 2008

Patrick Reavey, City Attorney

**Extension of Services Report for the Annexation of the Bryant Property,
Located at 16101 Parallel Road**

May 19, 2008

Dustin Smith, Planning Director

The information provided below is based on criteria established by section 12-520a of the Kansas Statutes. The criteria provide the basis for determination of feasibility for annexation of property into the city to ensure that adequate services can be provided by the annexing jurisdiction. The subject property is being annexed under section 12-520 (4), which allows the city to annex property if the land lies within or mainly within the city and has a common perimeter with the city boundary line of more than 50%.

- (1) Extent to which any of the area is land devoted to agricultural use.

The property contains several structures, including a house, grain silos and other structures that are used for agricultural purposes. The surrounding property started being developed several years ago as the Prairie Gardens Subdivision. The preliminary development plan for this subdivision contains residential uses and mixed uses and is in the 3rd Plat of the development. The property is in use for residential purposes.

- (2) area of platted land relative to unplatted land.

The property is currently unplatted, but much of the surrounding property is platted as part of the Prairie Gardens 2nd and 3rd plats. The property on the north side of Parallel Road is also currently unplatted and is not within the City of Basehor.

- (3) topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed.

There are no major contrasts in topography and no natural boundaries that separate this property from the existing part of the city that would reduce the city's interest in this property in terms of being able to provide utility service. The property is located in the Hog Creek drainage basin, which contains a large percentage of the land within the City of Basehor.

- (4) extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries.

All of the existing residential development in the surrounding area is less than ten years (10) years old and much of it is less than five (5) years old. Other properties in the general vicinity are expected to develop in the next few years.

- (5) present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;

The present population of the area to be annexed is one-single family residence. There is a potential for population growth associated with the property due to its size (approx. 5 acres). The property probably could be developed into a higher density residential subdivision.

- (6) extent of business, commercial and industrial development in the area;

This area is largely residential in nature at this time. However, the Prairie Gardens Subdivision contains a component of mixed use commercial with loft apartments that to the southeast of the subject property. The nearest non-residential land use is the high school located about $\frac{3}{4}$ of a mile east at 155 Street and Parallel Road.

- (7) present cost, methods and adequacy of governmental services and regulatory controls in the area;

This property is surrounded on three sides by the City of Basehor. The major benefits to its location is City police protection and the availability of city sewer within close proximity to the property, which substantially increases its value. Therefore, it has enjoyed the benefits of city services for several years without paying city property taxes.

- (8) proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;

The house is currently using a septic tank for sewage disposal, but if the property is developed for higher intensity use, it could be connected to the city sewer system with relative ease. However, there are no plans to extend sewer service to the property at this time.

- (9) tax impact upon property in the city and the area;

The immediate impact of the annexation as a result of the additional city property tax should be approximately \$800 per year under current conditions and tax rates. The assessed value of the property and the structure is \$130,400.

- (10) extent to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;

The residents of the adjacent subdivisions are residents of the city and, therefore, depend on the city for governmental services. The Basehor Community Library is located on 158 Street and will provide several cultural, social and educational programs. Recreational opportunities are available at the city park and on various segments of walking trail throughout the city. Some employment opportunities are available at the various commercial businesses in the city, but most of the residents of Basehor are employed throughout the metropolitan area in Kansas City, Missouri, Kansas City, Kansas or Johnson County.

- (11) effect of the proposed annexation on the city and other adjacent areas, including, but not limited to, other cities, sewer and water districts, improvement districts, townships or industrial districts and, subject to the provisions of K.S.A. 12-521a, and amendments thereto, fire districts;

No effect on any special district, utility district or fire district is expected to occur as a result of this annexation. The property is currently located within the 24/40 Interceptor Benefit District Area, but the annexation of the property into the city will not affect its status as part of the district.

- (12) existing petitions for incorporation of the area as a new city or for the creation of a special district;

There are no petitions pursuant to either of these objectives.

- (13) likelihood of significant growth in the area and in adjacent areas during the next five years;

Significant growth in this area of the city is expected in the next five years with the continuing development of the Prairie Gardens Subdivision and the Tomahawk Valley Subdivision. An additional section of the Prairie Gardens, 3rd Plat is in the process of development.

- (14) effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan;

The annexation of the property will have no immediate effect on any public or private utility. The annexation of the property is not associated with a development application, but is being annexed by the city without consent of the property owner. The effects of the development on the public and private utilities will be determined when the property develops.

(15) economic impact on the area; and

No economic impact on the area is expected with the annexation of the property.

(16) wasteful duplication of services.

Currently, the County has responsibility for code enforcement, planning, zoning and police protection on the subject property. Due to the property not being part of the city, it would likely require the city to report problems with any of these issues to the County. However, if the property is annexed, the city will have jurisdiction over the property and will enforce its codes and regulations accordingly, which is a more efficient performance of services than at the County level, mainly due to the location of the property.

(a/k/a Breuer property)

RESOLUTION NO. 2008-03

A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REGARDING PUBLIC HEARING TO CONSIDER ANNEXATION OF CERTAIN PROPERTY ADJOINING THE CITY

WHEREAS, the Governing Body is considering annexation of property adjoining the City, consisting of approximately 5.16 acres, and generally located in the 16000 block of Parallel Road; and

WHEREAS, the Governing Body has prepared a report regarding the annexation that contains all of the information required by K.S.A. 12-520b, including a plan for extension of services to the area proposed to be annexed, which report is available for inspection in the City Clerk's office during normal business hours; and

WHEREAS, a public hearing on the proposed annexation will be held pursuant to K.S.A. 12-520a.

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

SECTION 1. The Governing Body of the City of Basehor, Kansas is considering the annexation of the following described land:

A tract of land located in the Northeast Quarter of Section 3, Township 11 South, Range 22 East in Leavenworth County, Kansas and being more particularly described as follows:

Commencing at the Southwest corner of Section 34, Township 10 South, Range 22 East; thence North 88°00'06" East, along the North line of said Section 3, a distance of 1114.62 feet to the POINT OF BEGINNING; thence South 02°00'02" East, a distance of 499.90 feet; thence North 88°00'06" East, a distance of 450.00 feet; thence North 02°00'02" West, a distance of 499.90 feet to the North line of said Section 3; thence South 88°00'06" West, a long said North line, a distance of 450.00 feet to the point of beginning and containing 224,954.89 square feet or 5.16 acres more or less.

SECTION 2. The Governing Body finds that the above described property adjoins, and is surrounded on three sides by land within the boundaries of the City of Basehor.

SECTION 3. To properly consider the proposed annexation of the land described above, the Governing Body orders the following:

- a. A public hearing on the proposed annexation will be held on May 19, 2008 at 7:00 p.m. in the meeting room of Basehor City Hall, 2620 N. 155 Street,

Basehor, Kansas for the purpose of the Governing Body determining the advisability of such annexation.

- b. A copy of this Resolution, and a sketch of the land proposed to be annexed, shall be sent by certified mail to each owner of the land proposed to be annexed.
- c. A copy of this Resolution, and a sketch of the land proposed to be annexed, shall be published in the official City newspaper not less than one week, but no more than two weeks, before the public hearing.
- d. A copy of this Resolution shall also be sent, no later than 10 days following its adoption, by certified mail to the following (if applicable):
 1. The board of county commissioners.
 2. The governing body of any township where the land to be annexed is located.
 3. Any special assessment district or governmental unit providing municipal services to the area proposed to be annexed including, but not limited to, sewer districts, rural water districts, fire districts or improvement districts.
 4. Any special assessment district or governmental unit providing municipal services to the area proposed to be annexed including, but not limited to, sewer districts, rural water districts, fire districts or improvement districts.
 5. Any utilities having facilities within the area proposed to be annexed.
 6. The governing body of any school district in the area proposed to be annexed.
 7. Any city, county, township or joint planning commission having jurisdiction over the area proposed to be annexed.
 8. Any other political or taxing subdivision located within the area proposed to be annexed.

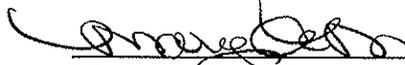
SECTION 4. At the public hearing, a representative of the City will present the City's proposal for annexation, including the plan of the City for the extension of services to the land proposed for annexation. In determining the advisability of annexation, the Governing Body will consider the criteria set forth in K.S.A. 520a(e).

ADOPTED AND APPROVED by the Governing Body of the City of Basehor,
Kansas, this 17th day of March, 2008.



Chris Garcia – Mayor

ATTEST:


Mary Mogle – City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey – City Attorney

Annexation Report for the Breuer Property pursuant to Kansas Statutes 12-520b

March 10, 2008

Dustin Smith, Planning Director

The following report is required for unilateral annexation of property prior to setting the public hearing before the City Council. The factors for consideration are based on the section 12-520b of the Kansas Statutes. Staff's discussion of each factor is provided in *italics* immediately the coinciding factor.

- (1) A sketch clearly delineating the land proposed to be annexed and the area of the city adjacent thereto to show the following information.

See attached location map.

- (A) The present and proposed boundaries of the city affected by such proposed annexation;

See attached city boundary map.

- (B) the present streets, water mains, sewers and other city utility lines, and the proposed extension thereof;

See attached sewer map.

- (C) the general land use pattern in the areas to be annexed.

The land use in the area to be annexed is residential. There are some old agriculture structures on the property, but this particular property does not appear to be in agricultural production, although some of the existing platted portions of Prairie Gardens are still in agricultural use.

- (2) A statement setting forth a plan of sufficient detail to provide a reasonable person with a full and complete understanding of the intentions of the city for extending to the area to be annexed each major municipal service provided to persons and property located within the city and the area proposed to be annexed at the time of annexation and the estimated cost of providing such services. The plan shall state the estimated cost impact of providing such services to the residents of the city and the residents of the area proposed to be annexed. The plan shall state the method by which the city plans to finance the extension of such services to such area. Such plan shall include a timetable of the plans for extending each major municipal service to the area annexed. The plan shall state the means by which the services currently provided by a township or special district in the area to be annexed shall be maintained by the city at a level which is equal to or better than the level of services provided prior to annexation. The plan shall state those services, which shall be provided immediately upon

annexation and those services which may be provided upon petition of the landowners to create a benefit district.

City Services to be Provided

The three major services that the city can extend to annexed property include planning, zoning and code enforcement, police protection and sanitary sewer service. Upon annexation, planning, zoning/code enforcement and police protection will be extended immediately to the property. However, the city has no intention to extend sanitary sewer service at this time. The nearest existing city sewer line is located on within a few hundred feet, just off of the south end of the subject property.

Cost to Provide Services

The cost to provide the above referenced services is expected to be minimal. Due to the location of the property in relation to the existing city boundaries, it is likely that the Basehor Police would respond in some way to an emergency call on this property, as a result of mistakenly assuming it was in the City or otherwise. They also run regular patrols in the Prairie Gardens subdivision, which is adjacent to this property. Therefore, the extension of services and regular patrols will not require additional driving distance.

The cost to extend planning and zoning/code enforcement services to the property is expected to be minimal, especially until the property is developed. Upon development, the applicant will pay the appropriate fees for the development application, which will offset any costs associated with review services.

There are no costs expected at this time in conjunction with extension of sanitary sewer since the city has no plans to extend the facilities to this property at this time.

Timetable for Extension of Services

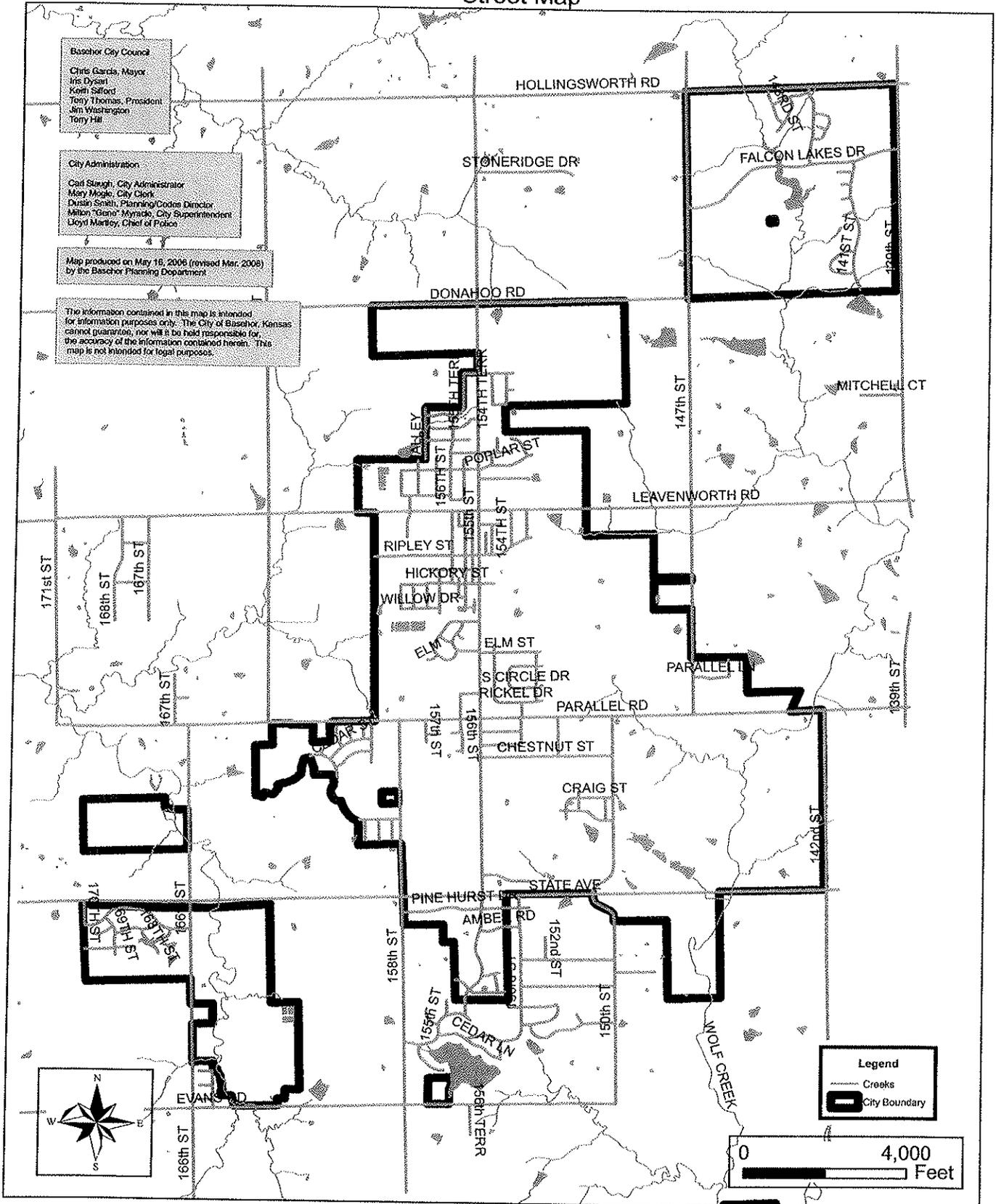
Service	Timeframe for Extension	Costs to Extend
<i>Planning, Zoning/CE</i>	<i>Immediately</i>	<i>\$0-minimal</i>
<i>Police</i>	<i>Immediately</i>	<i>\$0-minimal</i>
<i>Sanitary Sewer</i>	<i>Upon development</i>	<i>N/A</i>

Level of Service

Due to the location of the property in relation to the city, the City of Basehor expects to be able to provide a higher level of service to the property than what is provided by the Leavenworth County. The City of Basehor consists of approximately six (6) square miles, whereas the County contains several hundred square miles. Therefore, the ratio of the number of employees in the City's planning and codes department is much higher than the County's, indicating that our services can be provided much more efficiently. In addition, the City of Basehor Police are in a much better geographical position to provide police protection to the property with their headquarters located approximately

2.5 miles (driving distance) away, as opposed to the Leavenworth County Sheriff's office that is located approximately 15 miles away.

Street Map

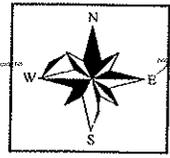


Basehor City Council
 Chris Garcia, Mayor
 Kirk Dixon
 Keith Sifford
 Tony Thomas, President
 Jim Washington
 Tony Hill

City Administration
 Carl Sargh, City Administrator
 Mary Mogle, City Clerk
 Dustin Smith, Planning/Codes Director
 Milton "Gene" Myrado, City Superintendent
 Lloyd Martley, Chief of Police

Map produced on May 16, 2008 (revised Mar. 2008)
 by the Basehor Planning Department

The information contained in this map is intended
 for information purposes only. The City of Basehor, Kansas
 cannot guarantee, nor will it be held responsible for,
 the accuracy of the information contained herein. This
 map is not intended for legal purposes.



Legend
 — Creeks
 City Boundary

0 4,000
 Feet

Residential Information for 052-182-03-0-00-00-001-00-0-01

[Click here for other Cards](#)

Owner Information	Legal Description	Class	Apr Val Land	Apr Val Build	Apr Val Total	Year
052-182-03-0-00-00-001-00-0-01 BREUER, RAPHAEL & ANN E; TRUST Property Address: 16101 PARALLEL RD 66007	SEC 3 TWP 11 RNG 22E TRCT DESC: PT NE1/4 BEG 485'E & 35'S NW COR; E450'(S), S460'(S), W450', NLY464.9' TO POB Tax Unit: 070	RR RR	\$63210 \$64010	\$253110 \$220890	\$316320 \$284900	Current Previous

[View Sketch Vector](#) ---
 [View Tax Information](#) ---
 [Back to Search Page](#) ---
 [Home](#)

Narrative – City Council
May 19, 2008
Dustin Smith, Planning Director

**Appeal of Planning Commission determination on the Lot Split of
Lot C-5, Pinehurst North,
relating to the condition for shared access.**

Narrative

The Planning Commission approved a lot split for Lot C-5, Pinehurst North on April 1, 2008. This property was recently approved for the construction of The Medicine Store and is located at the southeast corner of the roundabout in Pinehurst. The conditions attached to the lot split by the Planning Commission are as follows:

1. Further division of either lot will require a replat.
2. Mylar drawings shall be submitted to the City for addressing and the applicant shall have the lot split recorded at the Register of Deeds Office, with a recorded copy provided to the City.
3. C-5A & C-5B have a shared access to Pinehurst Drive.
4. Utility easements to be provided by deed along the new lot line.

The purpose of the appeal is to request nullification of condition number 3 related to the requirement for shared access to Pinehurst Drive.

The applicant requested a lot split of the Lot C-5 to divide the property into Lot C-5A and C-5B. The original lot C-5 had approximately 345 feet of frontage on Pinehurst Drive, which was approved by the Pinehurst preliminary development plan. The lot split divided the lot and created one lot with approximately 185 feet of frontage and one lot with approximately 161 feet of frontage. As a condition of the lot split approval, the Planning Commission required the use of shared access for the lots due to the functionality of Pinehurst Drive as a reverse frontage collector street that is part of the US 24/40 Corridor and the desire for better access management to the street.

Shared access for the two lots will require an access easement to be recorded that will provide legal access across a portion of Lot C-5A to the new lot. A drawing of the approximate location of the easement is provided.

Lot splits are subject only to the approval by the Planning Commission unless the applicant appeals the Planning Commission decision. Upon approval by the Planning Commission, the Planning Director is responsible for ensuring that the conditions of the

Planning Commission are provided on the lot split document that is recorded at the County. Appeals to the Planning Commission or Planning Director's approval are subject to City Council review and consideration.

The original staff report that was prepared for the lot split application and provided to the Planning Commission, a reduced copy of the lot split drawing and other supporting information is included as part of the agenda packet. A full-size or 11" x 17" copy of the lot split is also provided separately in the packet in addition to an 8 ½ x 11" copy of the section of the Pinehurst preliminary development plan containing the subject property.

Staff will be available for discussion at the meeting.

Staff Recommendation

Staff recommends that the City Council adhere to the Planning Commission approval of lot split, including the requirement for shared access to Lots C-5A and C-5B.

STAFF REPORT

Date: April 1, 2008

Subject: Lot Split for Pinehurst North Lot C-5, as submitted by Mark Breuer/Schlagel & Associates on behalf of Gary Holst, property owner

File No: LS-01-08

GENERAL INFORMATION

Applicant: Mark Breuer/Schlagel & Associates
14920 W. 107th St.
Lenexa, KS 66215

Owner: Gary Holst

Address: 11131 W. 79th St.
Lenexa, KS 66214

Engineer/ Architect: Schlagel & Associates

SITE INFORMATION

Location: Pinehurst North Lot C-5

Current Zoning: CP-2, General Business

PROJECT BACKGROUND

Schlagel & Associates has filed a request for a lot split of Pinehurst North lot C-5. The lot is currently 1.92 acres and zoned CP-2, General Business. The proposed lot split will create Lot C-5A and Lot C-5B. It is located on the southeast corner of the intersection of 155 Street and Pinehurst Drive. The lot is currently vacant. The Medicine Store will be located on the western portion of the property (Lot C-5A).

As the Medicine Store will not occupy the entire lot, the property owners have asked that the lot be divided into two lots. The western lot would consist of 1.18 acres, while the eastern lot would be .74 acres. Additionally, the Medicine Store has been approved as 6,913 square feet, with 33 parking spaces.

Access to the new lot will be from Pinehurst Drive. The Medicine Store will have one access on Pinehurst Drive and one on 155 Street.

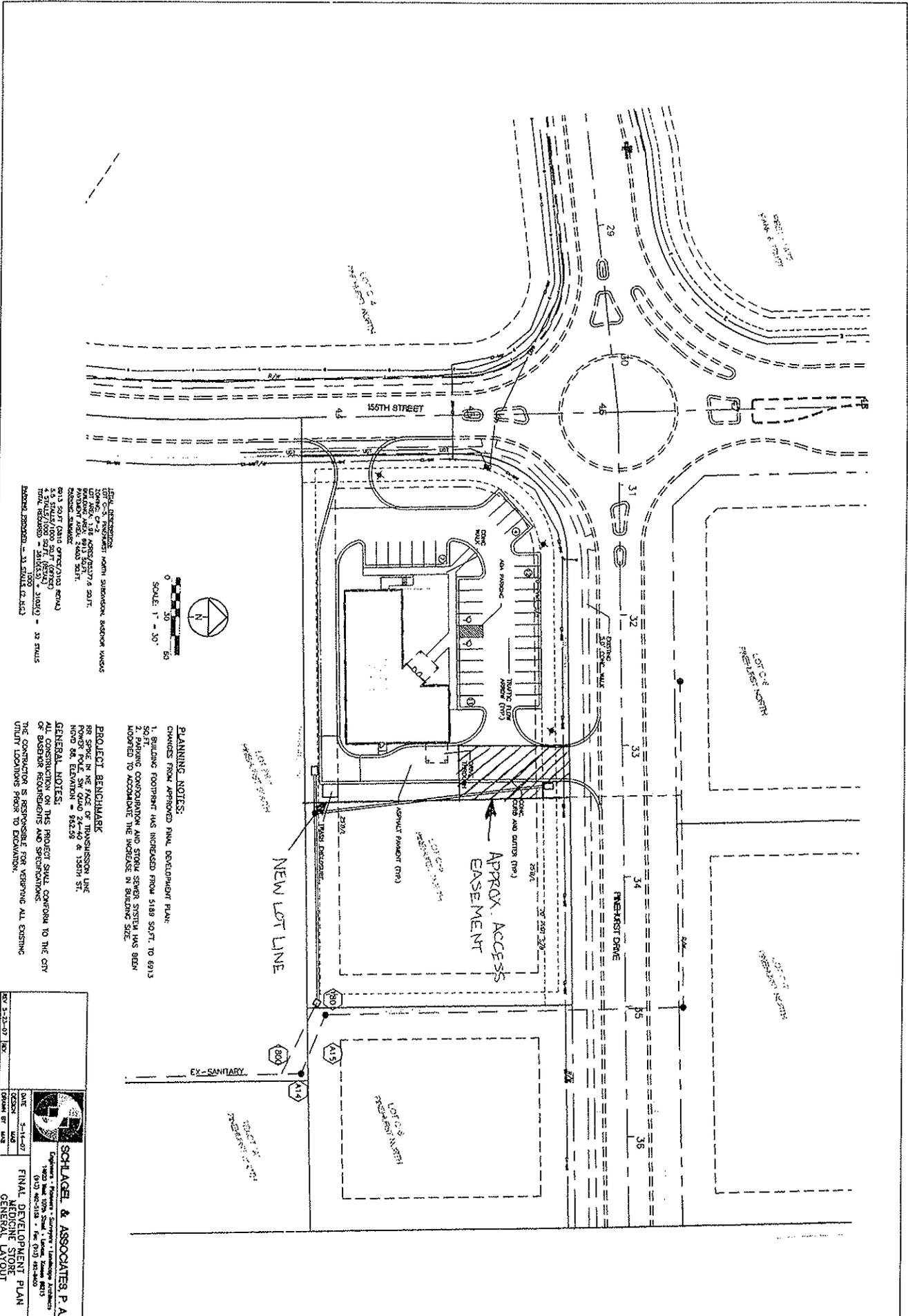
FACTORS FOR CONSIDERATION

1. **Character of the Immediate Area** – The immediate area is commercial in nature. Pinehurst North also occupies all properties surrounding the intersection of 155 Street and Pinehurst drive. However, the only property that is currently developed is that on the northwest corner of the intersection.
2. **The Zoning and Uses of the Property Nearby** – The lot is zoned CP-2, general business district. The Pines of Pinehurst subdivision is located south of the property, and is zoned PR-1, Planned Residential. If the lot split is approved, both lots would meet the CP-2 requirements for lot size and width.
3. **The Extent to which Splitting the Lot will Detrimentally Affect Nearby Property** – The lot split is not expected to adversely impact nearby property.
4. **Extent of the Impact on Traffic Flow and Parking** – The Medicine Store is the only known development on this property at this time. Since the development that would occupy the eastern lot is unknown, it is impossible to determine if the lot split would lead to higher density or increased traffic along Pinehurst Drive. However, because the lots will be separately owned, it is likely that a barrier along the new lot line will separate the parking lots, preventing drivers from accessing the two lots through the parking lot. Drivers wishing to access the eastern lot after visiting the Medicine Store may have to re-enter Pinehurst Drive, rather than drive across the parking lot.
5. **Impact on Utilities** – Utility companies have been notified of the intent to split the lot, and no comments have been received that would indicated a problem with providing services to either lot.

STAFF RECOMMENDATION

Staff recommends approval of the lot split for Pinehurst North lot C-5, with the following condition:

1. Further division of either lot will require a replat.
2. Mylar drawings shall be submitted to the City for addressing and the applicant shall have the lot split recorded at the Register of Deeds Office, with a recorded copy provided to the City.



LOT 2-C, FINKEHURST NORTH SUBDIVISION, BUCKINGHAM VILLAGE
 ZONING OF - 2, ACCESSORY 7/6 SOFT.
 BUILDING AREA: 911.5 SQ FT.
 MAXIMUM AREA: 2,400 SQ FT.
 80.3 SQ FT (AREA OFFERING AREA)
 4.5 STAIR/1,000 SQ FT (OFFICE)
 TOTAL RESIDENTIAL = 11,160 SQ FT. (1,000)
 1,000
 RESIDENTS PROVIDED = 21 UNITS (2,100) = 22 THUS

PLANNING NOTES:
 CHANGES FROM APPROVED FINAL DEVELOPMENT PLAN:
 1. BUILDING FOOTPRINT HAS INCREASED FROM 5189 SQ FT. TO 6913
 2. PARKING CONFIGURATION AND STORAGE SYSTEM HAS BEEN
 MODIFIED TO ACCOMMODATE THE INCREASE IN BUILDING SIZE

PROJECT BENCHMARK
 FOR SPINE IN THE FACE OF TRANSMISSION LINE
 HIND SQ. ELEVATION = 842.29
GENERAL NOTES:
 ALL CONSTRUCTION ON THIS PROJECT SHALL CONFORM TO THE CITY
 OF BUCKINGHAM RECOMMENDATIONS AND SPECIFICATIONS.
 THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING
 UTILITY LOCATIONS PRIOR TO EXCAVATION.

REV. 5-23-07	180	DATE	5-11-07		SCHLAGE & ASSOCIATES, P.A. Engineers - Planners - Surveyors - Landscape Architects 18020 Main 107th Street, Union, Pennsylvania 18713 (717) 866-2118 • Fax (717) 866-2400
REV. 8-25-07	180	DATE	8-25-07		
PROJECT NO. 07-281		SHEET NO. 2 OF 5		FINAL DEVELOPMENT PLAN GARDEN STORE GARDEN STORE GARDEN STORE	

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval for purchase of replacement pumps for Sewer District #12 lift station.

Department: Public Works, Sewer Department

Background/Description of Item:

One of the submersible pumps in a lift station that is part of sewer district #12, on the Skaggs property on 155th Street, failed and was sent in for repair. The pump was determined to be non-repairable. The second pump has also been causing some problems with starting, but is still operating. The lift station was installed about 1984.

The cost of a new pump and motor has been quoted from USEMCO for \$2,907.90 and with accessory parts (quick disconnect and 3X4 elbow) of \$657.20 comes to \$3,545.10.

Once the new pump is installed the second pump will be sent in for repair.

Funding Source: Sewer 05-000-789 Collection System Maint. & Repair \$33,836.38

Recommendation: Approve the purchase of a new submersible pump for the lift station in sewer district #12 from USEMCO in the approximate amount of \$3,545.10

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 19, 2008

USEMCO Inc. • P.O. Box 550 • Tomah, WI 54660-0550
Phone: (608) 372-5911 • Fax: (608) 372-5914



USEMCO Incorporated
USEMCO
UNIVERSAL SANITARY EQUIPMENT MANUFACTURING CO.

To: City of Basehor / Alan	From: Brad Retzlaff
Fax: 913-724-1458	Pages: 1
Phone:	Date: 4/28/08
Re: Ebara Pump parts	CC:

The following are the prices for the parts you requested. Delivery is about 2 weeks.

100DLFU 62.24	Pump and Motor	\$2907.90
LM80	Quick Disconnect	\$417.15
CDL01-1330-U	3X3 Elbow	\$166.05
CDV01-1058	3X4 Elbow	\$220.05

I believe you have a 3X4 Elbow. Please verify this if you proceed with the order.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval for payment for repairs at the 163rd Street Lift Station.

Department: Public Works, Sewer Department

Background/Description of Item:

There was a line break in the force main from the 163rd Street lift station to the main sewer plant. Since the line break was under the cement pad the lift station is mounted on, the cement pad had to be cut, the generator removed and a temporary pump installed to keep the system in operation.

The line break was discovered April 21 and the repairs were completed May 7.

The Kansas Department of Health and Environment was notified of the line break and bypass situation. KDHE made inspections of the site, took water samples in the area, prepared a media release of contamination in Hog Creek, and subsequently cleared the site.

Services of the following were used in making repairs.

Systems Engineering – rewire controls for the lift station and hook up a temporary pump with float switches - \$1,071.95

Westland Construction – dig out the line and install new line

Thompson Pump – provide the temporary pump with diesel powered motor

Elite Electric – disconnect electrical service and reconnect generator at new location

New valve ordered out of Florida

The invoices for the repairs have not been received as yet, so this agenda item may only serve to be a project update and the action deferred to a later date.

A question was raised if a claim might be made against the construction company that performed the work or the engineering firm that provided observation of the project. The matter is still under investigation.

Funding Source: Sewer 05-000-789 Collection System Maint. & Repair \$33,836.38

Recommendation: Approve payment for emergency repairs on the 163rd Street lift station or defer the item if invoices have not been received.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 19, 2008

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the annual reappointment of city officials.

Department: Administration, Governing Body

Background/Description of Item:

Appointment of Officers. The mayor appoints, by and with the consent of the council, a municipal judge, chief of police, city clerk, and city attorney. The mayor may appoint such other officers as the council may deem necessary. (K.S.A. 14-201 and K.S.A. 15-204) In cities of the third class, the mayor also appoints a city treasurer. (K.S.A. 15-204) Officers appointed and confirmed hold their offices for a term of one year and until their successors are appointed and qualified. Governing Body Handbook, page 45

The City of Basehor has chartered out of the appointment for chief of police and city clerk.

The officers to appointed:

City Engineer	Joe McAfee, MHS Engineers
City Attorney	Patrick G. Reavey
City Treasurer	Susan Adams
Municipal Judge	William Pray
City Prosecutor	Michael W. Mogenson
Court Appointed Attorney	Roger Horsky

Funding Source:

Recommendation: Approve reappointments.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 19, 2008

AGENDA ITEM INFORMATION FORM

Agenda Item: Filling the vacancy on the city council and annual reappointment of city officials.

Department: Administration, Governing Body

Background/Description of Item:

A vacancy was created on the city council with the resignation of Terry Thomas effective May 6, 2008. In a city of the third class the mayor appoints a new council member with the consent of the council. The new council member will fill the unexpired term of Terry Thomas or until May 2009. The council elects a new president of the council. (15-201)

Appointment of Officers. The mayor appoints, by and with the consent of the council, a municipal judge, chief of police, city clerk, and city attorney. The mayor may appoint such other officers as the council may deem necessary. (K.S.A. 14-201 and K.S.A. 15-204) In cities of the third class, the mayor also appoints a city treasurer. (K.S.A. 15-204) Officers appointed and confirmed hold their offices for a term of one year and until their successors are appointed and qualified. Governing Body Handbook, page 45

The City of Basehor has chartered out of the appointment for chief of police and city clerk. (Charter Ordinance #5)

The officers to be appointed:

City Engineer	Joe McAfee, MHS Engineers
City Attorney	Patrick G. Reavey
City Treasurer	Susan Adams
Municipal Judge	William Pray
City Prosecutor	Michael W. Mogenson
Court Appointed Attorney	Roger Horsky

Funding Source:

Recommendation: Approve reappointments.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 19, 2008

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval to submit proposed changes to the Basehor Municipal Code to the League of Kansas Municipalities for preparation of an updated Code.

Department: Administration

Background/Description of Item:

The Basehor City Code (Municipal Code) was last updated in 1999 through the services of the League of Kansas Municipalities (LKM). Since August 16, 1999 when ordinance 344 was adopted incorporating the updated code there have been over 191 ordinances passed.

Although not all of the 191 ordinances are updates or corrections to the Municipal Code, there are still a substantial number that apply to the Code. These updates need to be incorporated into the Code.

The city council approved an effort May 21, 2007 to use the services of the League to update the Code for an estimated amount of \$1,400. For that fee LKM staff agreed to create one draft of the Code with all of the ordinances adopted since the 1999 code was prepared and then a League attorney will come to Basehor for a code conference.

The first effort in the revision process was a review by staff, followed by several reviews by the city council. Each department was assigned certain sections for review and the inputs compiled into one document. The proposed changes have been distributed to the city council and the latest change, a revision to utility billing procedures, was included in the May 12 work session material.

One of the recent changes was to move all of the fees from various departments into one document so it would be easier to update on an annual basis and have a handy reference document.

Once the code is updated, revisions by ordinance will be implemented by staff without the services of LKM.

Funding Source: 01-001-751 Legal Professional Fees \$24,633.38 YTD unexpended balance

Recommendation: Approve submitting the updated list of changes of the Basehor Municipal Code to the League of Kansas Municipalities.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: May 19, 2008

Additional changes
per city attorney

5-14-08

CHAPTER XV. UTILITIES

- Article 1. General Provisions
- Article 2. Sewers
- Article 3. Solid Waste
- Article 4. Water Conservation

(Proposed)

ARTICLE 1. GENERAL PROVISIONS

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

~~15-102. DELINQUENT ACCOUNTS. Unless otherwise provided, sewer, solid waste (refuse) or other utility service shall be terminated for nonpayment of service fees or charges in accordance with sections 15-103:104. (Code 1989)~~

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

(a) All utility customers shall be required to complete a "Utility Service Contract" and pay a Processing Fee as set forth in the Fee Schedule prior to using utility services.

Deleted: (i.e. property owner, tenant, lessee, lessor)

(b) Property owners who rent or lease to customers of the city's utility services shall be responsible for advising the Administrative Department of the customers' current address and any changes that may occur from customers moving in or moving out of said address.

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(b) Person Responsible for Payment. The rates and charges herein established in the Fee Schedule shall be collected from the customers of the City of Basehor for utility services. Where payment is delinquent and the customer owns the property they shall be responsible for the delinquency. If payment is delinquent and the customer is renting or leasing, they shall be responsible for the delinquency. However, the landlord is ultimately responsible and the delinquency may be pursued through legal action.

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15-103. DELINQUENCY AND HEARING. On an annual basis, the City Clerk or designated officer (hereafter referred to as "City Clerk") shall compile a list of all customers who are at least two (2) months delinquent in their utility bill payments. The City Clerk shall prepare a delinquency notice quarterly for each delinquent account, and mail such notice to the customer (and the property owner, if known and different from the customer) at the address shown in the records of the city. The notice shall indicate: (1) the amount due, plus accumulated late charges; (2) the customer's right to a hearing before the city administrator or, if requested, another officer designated by the City; and (3) that such hearing shall be

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requested in writing, filed with the City Clerk within five (5) working days after the mailing date of the delinquency notice. Upon receiving a request for such hearing, the City Clerk shall advise the applicant of the date and time of the hearing. At the hearing, the customer and the city may present such evidence as is pertinent to the issue, may be represented by counsel, may examine and cross-examine witnesses, but formal rules of evidence shall not be followed. If the hearing officer determines that there is a delinquency, he may impose a delinquency charge in an amount associated with the method of collection as set forth in section 15-107 and Fee Schedule. Hearings may be conducted by any officer appointed by the Mayor and confirmed by the City Council.

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

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15-105. LANDLORD LIABILITY. (a) Owners of premises served by utility services under this ordinance shall be liable for payment of the costs of any utility services account delinquency arising from services provided to such premises, regardless of whether the utility services were furnished upon the application and request of the owner or lessee of the premises. This provision shall also apply when the premises are leased by or through an agent or other representative of the owner.
(b) In the event that a delinquency arises involving leased premises, in addition to the tenant, the owner or owner's agent shall be notified in writing of the delinquency of the lessee by first class regular mail within 10 days after the billing to the lessee becomes delinquent. Notice shall be sufficient if mailed to the last known address of the owner or owner's agent known to city personnel responsible for said mailing, after reasonable inquiry.
(c) If utility services are furnished to a leased premises on the application or request of the lessor of the premises, then all billings for utilities furnished to such leased premises shall be made directly to the lessor, and the lessor shall be fully liable for the cost of services furnished.
(d) The city may collect the amount of the unpaid bill for utility services by any lawful means. Provided, however, that in no event may the city place a lien, as provided in subsection (a) of Section 15-106, on real estate of the lessor.

15-106. DENIAL OF SERVICE. If at the time of application for utility services the applicant has an outstanding balance or unpaid fees or charges for utility services provided by the city, the application shall not be accepted until all fees or charges are paid in full.

~~NOTICE: HEARING. (a) If an utility bill has not been paid on or before the due date as provided in this chapter, a delinquency and termination notice may be~~

issued by the city clerk at least five days after the delinquency occurs and mailed to the customer at his or her last known address. A copy also shall be mailed to the occupant of the premises if the occupant and the customer are not the same person.

- ~~— (b) The notice shall state:~~
- ~~— (1) The amount due, plus delinquency charge;~~
- ~~— (2) Notice that service will be terminated if the amount due is not paid at least 10 days from the date of the notice unless the date on the notice to pay the charges due shall be on a Saturday, Sunday or legal holiday, in which event such notice will give the consumer until the close of the next business day in which to pay the charges;~~
- ~~— (3) Notice that the customer has the right to a hearing before the designated hearing officer;~~
- ~~— (4) Notice that the request for a hearing must be in writing and filed in the with the city clerk no later than three days prior to the date for termination of service.~~
- ~~— (c) Upon receipt of a request for hearing, the city clerk shall advise the customer of the date, time and place of the hearing which shall be held within three working days following receipt of the request.~~

~~(Code 1989)~~

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

~~— (b) In the event a delinquency arises involving leased premises, the owner or owner's agent shall be notified in writing of the delinquency of the lessee by first class regular mail within 10 days after the billing to the lessee becomes delinquent. Notice shall be sufficient if mailed to the last known address of the owner or owner's agent known to city personnel responsible for said mailing, after reasonable inquiry. If the delinquent billing, interest and penalty are not paid within 15 days of the mailing, the affected utility service may be discontinued and no further such service shall be furnished by the city to the premises until all billings for the utility service to said premises, interest, late payment charges and a reconnection charge, if applicable, is paid in full.~~

~~— (c) Owners of premises served by sewer and solid waste (refuse) services under this article shall be liable for the payment of the cost of any sewer and solid waste (refuse) services arising from such services provided to the premises. This provision shall apply even when the premises are leased to a third party by the owner or through an agent or other representative of the owner. Applications for sewer and solid waste (refuse) services from and after January 1, 1991 shall be upon the request of the owner, or the authorized agent of the owner, of the premises. Bills for the sewer and solid waste (refuse) services shall be sent to the address furnished by the applicant/owner.~~

~~(Code 1989; Ord. 232, Sec. 2)~~

Deleted: 15-105 LIABILITY OF PROPERTY OWNER, LIEN. (a) Lessors of leased premises served by utility service furnished by the city shall be ultimately liable for payment of the cost of any utility service furnished by the city to such leased premises, whether the service is furnished upon the application and request of the lessor or the lessee of such premises.¶

(b) If utility service is furnished by the city to leased premises, upon the application and request of the lessee, then all billings for such service furnished shall be made to the lessee. However, if the cost of such service is not paid, as and when they become payable, the lessor of the premises served shall be liable for the payment of such cost, plus all interest and penalties as provided by the laws of the city. The lessor shall be notified in writing by first class mail within 10 days after a billing becomes delinquent.¶

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

(d) Such charges shall constitute a lien upon the real estate served, and shall be certified by the city clerk to the county clerk, to be placed on the tax roll for collection, subject to the same penalties and collected in like manner as other taxes collectible by law.¶

(Code 1989)¶

15-107

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

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

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

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

~~15-107. PETTY CASH FUND. A petty cash fund in the amount of \$100 is established for the use of the city utilities department, for the purpose of paying postage, freight, temporary labor, and other emergency expenses, including refund of deposits made to secure payment of accounts. (Code 1989)~~

~~15-108. SAME; DEPOSITS. The petty cash fund shall be paid out on the order of the city clerk with a petty cash receipt which shall state clearly the purpose for which issued. (Code 1989)~~

~~15-109. SAME; VOUCHERS. Whenever the petty cash fund becomes low or depleted, the city clerk shall submit to the city treasurer a prepared voucher showing a breakdown of city funds and total amount of receipts. Upon review of the governing body a check shall be issued to the city clerk. (Code 1989)~~

15-108. PENALTY ASSESSMENT. There shall be a \$100 penalty assessed against any delinquent customer and/or landlord for any delinquent account submitted to the clerk of Leavenworth County, *State of Kansas Setoff Program, or Collection Agency* as provided in section 15-107 of this article. The notice required to be sent to any delinquent customer shall contain a disclosure that the penalty will be assessed in the event such delinquent charge is so submitted. (Ord. 238, Sec. 1)

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ARTICLE 2. SEWERS

15-201. DEFINITIONS. Unless the context clearly indicates otherwise, the meaning of terms used in this article shall be as follows:

(a) B.O.D. (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter.

(b) Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

(c) Building Sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

(d) Garbage shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

(e) Industrial Wastes shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

(f) Natural Outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

(g) pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(h) Property Shredded Garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle, greater than one-half inch (1.27 centimeters) in any dimension.

(i) Public Sewer shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

(j) Sanitary Sewer shall mean a sewer which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

(k) Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm sewers as may be present.

(l) Sewage Treatment Plant shall mean any arrangement of devices and structures used for treating sewage.

(m) Sewage Works shall mean all facilities for collecting, pumping, treating and disposing of sewage.

(n) Sewer shall mean a pipe or conduit for carrying sewage.

(o) Shall is mandatory; May is permissive.

(p) Suspended Solids shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

(Ord. 163, Sec. 1)

15-202. DISPOSAL OF SEWAGE. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage, or other objectionable waste. (Ord. 163, Sec. 2)

15-203. NATURAL OUTLET. It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article. (Ord. 163, Sec. 2)

15-204. PRIVY UNLAWFUL. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of garbage. (Ord. 163, Sec. 2)

15-205. SEWER CONNECTION REQUIRED. The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city, is hereby required at his or her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with

the provisions of this article, within 90 days after date of official notice to do so, provided that the public sewer is within 200 feet of the property line. (Ord. 163, Sec. 2)

- 15-206. PRIVATE SEWER SYSTEM. Where a public sanitary sewer is not available under the provisions of section 15-205, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article. (Ord. 163, Sec. 3)
- 15-207. SAME; PERMIT. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the Leavenworth County Health Department. (Ord. 163, Sec. 3)
- 15-208. SAME; INSPECTION. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Leavenworth County Health Department. (Ord. 163, Sec. 3)
- 15-209. SAME; DISCHARGE. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Kansas Department of Health and Environment. (Code 1999)
- 15-210. SAME; ADDITIONAL REQUIREMENTS. No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Leavenworth County Health Officer. (Ord. 163, Sec. 3)
- 15-211. PERMIT; CONNECTION. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the governing body. (Ord. 163, Sec. 4)
- 15-212. APPLICATION. There shall be two classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes. In either case, the owner or his or her agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the governing body. (Ord. 163, Sec. 4)
- 15-213. COSTS. All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (Ord. 163, Sec. 4)
- 15-214. SEWER FOR EACH BUILDING. A separate and independent building sewer shall be provided for every building. (Ord. 163, Sec. 4)
- 15-215. SAME. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. (Ord. 163, Sec. 4)

- 15-216. SAME. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. IN all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer. (Ord. 163, Sec. 4)
- 15-217. ROOF, FOUNDATION DRAINS. No person shall make connection of roof downspouts, interior and exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. (Ord. 163, Sec. 4)
- 15-218. SEWER CONNECTION. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. All connections shall be made gastight and watertight. (Ord. 163, Sec. 4)
- 15-219. BUILDING SEWER INSPECTOR. The applicant for the building sewer permit shall notify the city building inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the city building inspector or his or her representative. (Ord. 163, Sec. 4)
- 15-220. SEWER EXCAVATIONS. All excavations for the building sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city. (Ord. 163, Sec. 4)
- 15-221. STORMWATER, ETC.; DISCHARGE TO SANITARY SEWER PROHIBITED. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, including interior and exterior foundation drains, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. (Ord. 163, Sec. 5)
- 15-222. SAME; STORM SEWERS. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the city building inspector. (Ord. 163, Sec. 5)
- 15-223. PROHIBITED DISCHARGE. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (b) Any waters or wastes containing toxic or poisonous solid liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.

(c) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

(Ord. 163, Sec. 5)

15-224.

SAME; POSSIBLE HARM. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the governing body that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming its opinion as to the acceptability of these wastes, the governing body will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

(a) Any liquid or vapor having a temperature higher than 150 degrees F (65 degrees C).

(b) Any water or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 2 and 150 degrees G an (0 and 65 degrees C).

(c) Any garbage that has not been properly shredded.

(d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances.

(f) Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the governing body as necessary.

(g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the governing body in compliance with applicable state or federal regulations.

(h) Any waters or wastes having a pH in excess of 9.5.

(i) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

(3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

(4) Unusual volume of flow or concentration of wastes.

(j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(k) Any waters or wastes having (1) a five-day BOD greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than two percent of the average sewage flow of the city, shall be subject to the review of the governing body. Where necessary in the opinion of the governing body, the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the governing body and no construction of such facilities shall be commenced until the approvals are obtained in writing. (Ord. 163, Sec. 5)

15-225. SAME; OPTIONS. If any waters or wastes are discharged and are proposed to be discharge to the public sewers, which waters contain the substances or possess the characteristics enumerated in section 15-224 and which in the judgment of the governing body, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life to constitute a public nuisance, the governing body may:

- (a) Reject the wastes;
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (c) Require control over the quantities and rates of discharge; and/or,
- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of section 15-229.

If the governing body permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the governing body and subject to the requirements of all applicable codes, ordinances and laws. (Ord. 163, Sec. 5)

15-226. GREASE, OIL AND SAND INTERCEPTORS. Grease, oil, and sand interceptors shall be provided when, in the opinion of the governing body, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the governing body and shall be located as to be readily and easily accessible for cleaning and inspection. (Ord. 163, Sec. 3)

15-227. PRELIMINARY TREATMENT FACILITIES. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense. (Ord. 163, Sec. 3)

15-228. CONTROL MANHOLE. When required by the governing body, the owner of any property services by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible

and safely located, and shall be constructed in accordance with plans approved by the governing body. The manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times. (Ord. 163, Sec. 3)

- 15-229. MEASUREMENTS, TESTS, ETC. All measurements, testes, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon these wage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls where pH's are determined from periodic grab samples.) (Ord. 163, Sec. 3)
- 15-230. SPECIAL ARRANGEMENTS No statement contained in this article shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefore, by the industrial concern. (Ord. 163, Sec. 3)
- 15-231. DAMAGE TO SEWERS. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 163, Sec. 6)
- 15-232. ENTRY FOR INSPECTIONS. The city engineer and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article. (Ord. 163, Sec. 7)
- 15-233. SAME; DUTIES. The city engineer and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 163, Sec. 7)
- 15-234. VIOLATIONS; NOTICE. Any person found to be violating any provision of this article except section 15-232 shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the

Memo

To: City Council Members

From: Chris Garcia

CC:

Date: 05/15/08

Re: City Council Appointment

Council,

Enclosed you will find information about Roger McDowell. I plan on appointing Roger to fill the vacancy on the city council.

Roger has lived in the Basehor community all his life. He attended Basehor Schools. Roger is currently serving on the Basehor Planning Commission.

If you have any questions, please feel free to contact me.



Chris

WILLIAM E. PRAY
Attorney at Law
316 South Fifth Street
Post Office Box 16
Leavenworth, Kansas 66048-0016

Phone: 913-651-5678
Fax: 913-682-8789
wepavatty@sbcglobal.net

13 May, 2008

Hon. Chris Garcia
Mayor, City of Basehor
City Hall
2620 North 155th Street
Post Office Box 406
Basehor, Kansas 66007-0406

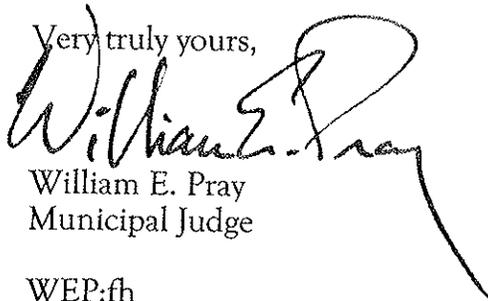
re: Municipal Court Clerk position

Dear Mayor Garcia:

I would again like to nominate Traci Dockery for reappointment as Municipal Court Clerk for the next year. Traci has diligently performed her duties and the Court has run very smoothly, from an administrative point of view. She exercises a great deal of discretion in her position and I have had no reason to view any of her decisions as incorrect. At the same time she recognizes and refers to me any questions that need my consideration. Given the increase in cases and the need to work closely with more attorneys and defendants, I think she will continue to provide superior service to the city. I look forward to working with her for another year.

If you have any additional questions about this, please do not hesitate to contact me. Thank you for your consideration or my request in this matter.

Very truly yours,


William E. Pray
Municipal Judge

WEP:fh

E. ROGER HORSKY, P.A.
Attorney At Law
Chambers Building
520 South Fourth Street
Leavenworth, Kansas 66048-2711 02
Telephone 913-651-2900
FAX 913-682-6759

May 13, 2008

Basehor Municipal Court
ATTN: Tracey Dockery
P.O. Box 420
Basehor, Kansas 66007-0420

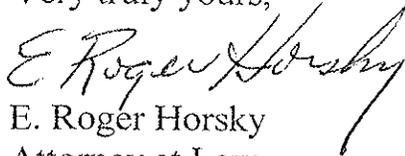
RE: *Basehor Municipal Court*

Dear Ms. Dockery:

I shall be available to continue to serve as the City Defender. However, due to the increased case load the Court is experiencing, I would ask that the City consider increasing my monthly fee from \$250.00 to \$300.00.

Thank you for your consideration and assistance in this matter. If any additional information is required, please advise.

Very truly yours,



E. Roger Horsky
Attorney at Law
ERH:gg

LIEUTENANT

(adopted 6/4/07)

Immediate Supervisor: Chief of Police
Department: Police Department
FLSA Classification: Non-Exempt (eligible for compensatory time payments)
Status Classification: Full-time (40 hrs. per week, flexible, evenings & weekends)
Education: High school Diploma/GED. Three years previous experience as police officer or other related field.
Out-of-Town Travel: May be required to maintain certification.
Introductory Period: Six to Twelve Months 183-365 days (as stipulated at time of hire)
Age: 21 years or older (state requirement)

POSITION SUMMARY

The position of Lieutenant is next in authority and under the direct supervision of the Police Chief. This position is a non-exempt position under FLSA which performs supervisory duties. Under the supervision of the Chief of Police, the Lieutenant performs a variety of routine and complex police work in the administration of the Police Department. Supervising investigations, records, property and related law enforcement activities are the primary duties of this position. This employee assumes command of the department in the absence of the Chief of Police or as assigned. Excellent communication, organizational, supervisory, reasoning, and public relations skills are required.

ESSENTIAL FUNCTIONS

Supervise per organizational charts;
Assume responsibilities of Chief of Police in his absence;
Oversees and supervises investigations of criminal law violations
Assists in the preparation of personnel evaluations
Investigates and oversees citizen complaints
Reviews written reports for clarity, accuracy and completeness;
Assist with department's budget and operational expenditures;
Analyze, recommend improvements to, and assist in maintenance of equipment and facilities;
Create and maintain effective communication with the department, with other city departments, outside organizations, and the general public;
Attends departmental meetings;
Coordinate and supervise the training, assign, and development of subordinate personnel;
Attend classes, workshops, and training programs;
Conducts monthly inspection of police vehicles;
Protects the life and property of citizens in Basehor by enforcing all federal, state, and local laws and ordinances;
Performs patrol and traffic control duties, makes arrests, and issues traffic citations, if the need arises;
Submit to the direct supervisor, written reports concerning incompetency, misconduct, neglect of duty, or violations of rules and regulations by his/her subordinates.

Essential Duties Continued...

Assists other officers under his/her supervision, with advising them on difficult tasks.

Performs other duties as assigned.

Performs administrative duties in accordance with City and Department needs and requirements, including participating in the formation of goals and objectives for the department and other related duties as deemed necessary. Escorts, transports, and supervises prisoners as needed.

Executes bench warrants and search warrants;

Assists other departments as the need arises;

~~Performs animal control duties in the absence of the animal control officer;~~

Performs other duties as deemed necessary or assigned.

Requirements:

Experience: Three years of law enforcement experience is required. Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within six months of employment.

Education: A high school diploma or GED and technical degree or some college credit in Criminal Justice is required. This position requires graduation from the Kansas Law Enforcement Training Center (KLETC) in advance of being hired. Forty hours of continuing education annually, and a valid Kansas Driver's License.

Technical Skills: A thorough knowledge of all federal, state, and local laws and ordinances, CPR and First Aid, law enforcement techniques, criminal investigations, and mathematics is required. This employee must be able to efficiently operate firearms, patrol vehicles, computers, two-way radios, radar equipment, breath analysis equipment, and other law enforcement equipment. The ability to concentrate on tasks in the presence of distractions, to complete and check documents, to understand and anticipate problems, and to read and interpret maps, manuals, legal documents, reports, and written instructions is required. This employee should possess excellent public relation, supervisory, organizational, oral and written communication skills.

Problem Solving: Problem solving is a factor in this position. This employee encounters problems with personnel issues, domestic violence, citizen complaints, and criminal investigations.

Decision Making: Decision making is a factor in this position. This employee makes decisions about making arrests, investigating crimes and accidents, and performing daily duties in the safest and most efficient manner.

Supervision: This employee's immediate supervisor is the ~~Lieutenant~~ **Chief of Police**; however, they will receive occasional supervision from the Mayor and governing body, and exercises daily supervision over subordinate personnel.

Financial Accountability: This employee does not have authority to purchase supplies unless directed by the Chief of Police. This employee should have a working knowledge of the

personnel budget since this employee is in charge of scheduling. Other than personnel account, this employee does not participate in the annual budget process.

Personal Relations: This employee has daily contact with the general public, co-workers, subordinate personnel, and supervisory personnel is expected. Occasional contact with the Mayor, City Administrator and City Council is also expected.

Working Conditions: Adverse working conditions exist within this position. Exposure to hazardous chemicals, explosives, heights, excessive noise, and all types of weather conditions is expected. This employee is exposed to an element of risk to personal safety. This employee is exposed to bloodborne pathogens while investigating crime scenes, seizing and preserving evidence, and assisting ambulances crews. Will frequently come in contact with angry citizens.

Physical Requirements: The ability to pass and maintain all physical activities and requirements of the Kansas Law Enforcement Training Center is ~~required~~*recommended*.

I, _____, hereby certify that I have read the
aforementioned job description and understand the duties that would be required of me for the
position of LIEUTENANT with the City of Basehor, Kansas. I also further understand, if for
any reason, my work is unsatisfactory within the first 183 days of assuming the duties as
LIEUTENANT the City of Basehor may terminate employment.

(signature)

(date)

SIGNATURE/APPROVAL

Employee

Date

Police Chief

Date

City Clerk/Human Resource Director

Date

City Administrator

Date

Review and Approved by the Governing Body:

Mayor

Date

Hourly Rate: \$21.60 (Step 5) _____ (initial)

Starting Date: 5/05/08 _____ (initial)

Introductory Period: 183 days _____ (initial)

(revised 12/03/07)