RESOLUTION NO. 2009-20

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

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

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

THEREFORE, BE IT RESOLVED THAT the Governing Body of the city of Basehor is willing to enter into an Agreement with Sewer District No. 3 providing that connection fees for Glenwood Estates be established at $2,000 per lot but said Agreement and rate is premised on each and every landowner within Glenwood Estates signing forms presented by the City (attached as **Exhibit B**) on or before March 1, 2010 indicating said landowners consent to their land being annexed by the City. This Resolution is based on numerous unique factors that are particular to Glenwood Estates, and should not be construed as any policy or practice by the City in waiving, reducing, or establishing future sewer connection fees.

Passed by the Governing Body of the City of Basehor, Kansas this _16th___ day of November, 2009.

Terry L. Hill 11-17-09
Mayor Terry Hill

SEAL OF THE CITY OF BASEHOR, KANSAS
CORPORATE SEAL

ATTEST:

Mary A. Mogle
Mary A. Mogle, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

SCANNED

12-2-09 ma

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

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

1. The District is authorized to enter into this agreement pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-2908.

2. The purpose of this agreement is to provide for the treatment by the City, the wastewater generated from within the boundaries of the District.

3. The City hereby agrees to accept for treatment in an approved wastewater treatment facility, wastewater generated from within the boundaries of the District.

4. The District hereby accepts responsibility for notification of affected property owners, acquisition of utility easements, coordination with Glenwood Ridge Elementary School, and for organizing meetings, as needed, with affected property owners.

5. The District hereby agrees to construct such necessary and appropriate facilities as may be needed to transport wastewater generated from within the boundaries of the District to a connection point of the sewer facilities maintained by the City. New construction should be designed in accordance with City specifications, and to accommodate projected growth in the area. A general schematic diagram of the facilities to be constructed is attached hereto as "Exhibit 1" and incorporated fully herein. The District agrees to utilize construction plans prepared by a Professional Engineer in constructing the facilities generally shown in "Exhibit 1" and to allow the City to inspect and approve said construction at all phases of the project.

6. The District hereby agrees to announce the bid opening for construction to the City of Basehor so that a representative may be present.

7. The City hereby agrees to cooperate and assist with the above efforts to facilitate the timely connection of the new system.

8. Upon the completion by the District of the facilities as mutually agreed upon and generally shown in "Exhibit 1" the City agrees to accept ownership and responsibility for the maintenance of said facilities and the existing public facilities of the District, with the exception of the existing lagoon system. It shall be the responsibility of the District to cause such necessary assessments to be made within the boundaries to collect such

EXHIBIT A

needed revenues to pay in full any temporary notes, bonds or loans as may be obtained by the District.

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

10. The City shall be entitled to charge to each residential building, and the Glenwood Ridge Elementary School, served by the City within the District a monthly sewer use fee in an amount not to exceed 150% of the base fee charged by the City to the residents of the City of monthly sewer use. It shall be the responsibility of the City to assess and collect such monthly sewer use fees. In the event that the City annexes any area within the District, the City agrees to reduce the monthly base sewer use fee to users to 100% of the base fee charged to the residents of the City. Nothing in this agreement shall be construed as to prevent the City of Basehor from adding additional charges for the monthly sewer use fee based upon use above and beyond the amount of usage upon which the base monthly fee is calculated, for the operation of any grinder pump systems or such other assessments as may be required in order to effect the treatment of wastewater generated within the District.

11. The City of Basehor recognizes that the Basehor-Linwood School District (USD #458) wishes to start construction on an addition to the existing Glenwood Ridge Elementary school facility, with a projeeted completion date in the Fall of 2009, and a new Middle School, with projected completion in the fall of 2010. This new addition may not connect to the existing lagoon system and an occupancy permit is contingent upon proper operation of the new sanitary sewer system.

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

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

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

WHEREFORE IT IS SO AGREED TO THIS 22 DAY OF January, 20 09

SD #3 January 9, 2009

FOR THE CITY: _____

ATTEST: _____

SEAL OF THE CITY OF BASEHOR, KANSAS
CORPORATE
SEAL

FOR THE DISTRICT: _____

ATTEST: _____

Exhibit 1

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

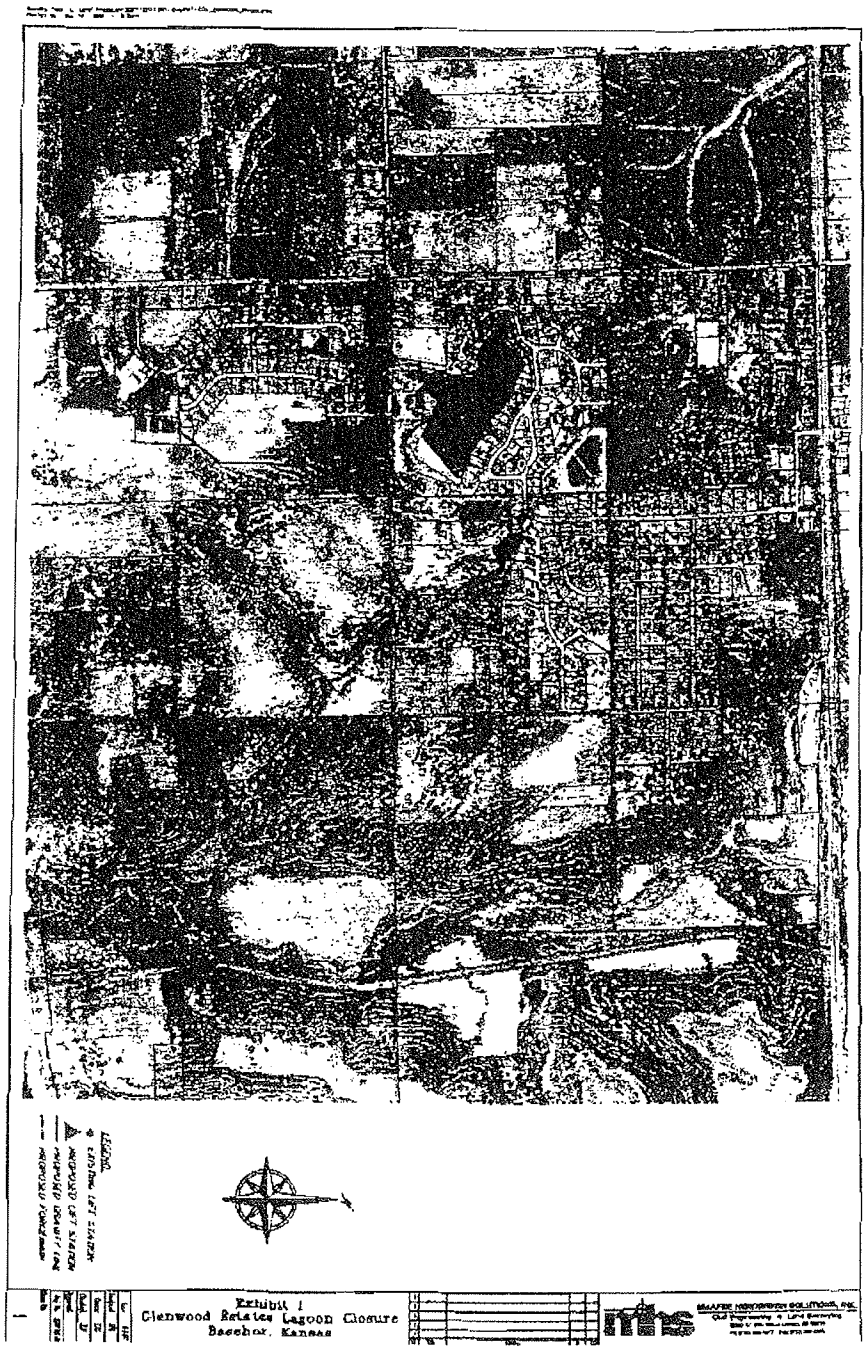

Exhibit #2

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

Project 1 - Glenwood Estates – Sewer District No. 3

Connection Fees (~~97~~ lots @ $4~~575~~ per lot) 91 Lots @ $4425	~~$443,775.00~~ $402,675

Project 2 – Glenwood Ridge Elementary School

Connection Fee (1 @ ~~$4,575~~) 4425	~~$4,575.00~~ 4425

Project 3 – Middle School

Connection Fee (1@ $~~4,575.00~~) 4425	~~$4,575.00~~ 4425

Project 4 – Vacant Ground

Potential connection Fees (to be paid at the time building permits are issued will be established at the then current City of Basehor rate)	$0.00

Total Connection Fees (Projects 1-4)	~~$452,925.00~~ $411,525.00

Exhibit #3

ESTIMATED CONSTRUCTION COSTS FOR THE CONNECTION OF SEWER DISTRICT NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT FACILITIES OF THE CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3	
Construction Cost	$971,197.06
Project 2 – Glenwood Ridge Elementary School	
Construction Cost	$20,170.46
Project 3 – Middle School	
Construction Cost	$48,346.71
Project 4 – Vacant Ground	
Construction Cost	$0
Total Construction Cost (Projects 1-4)	**$1,039,714.23**

Exhibit #4

APPORTIONMENTS FEES TO BE PAID TO THE CITY OF BASEHOR FOR UPSIZING THE PINEHURST LIFTSTATIONTO THE WASTEWATER TREATMENT FACILITIES, CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3

Pinehurst Upsize Fee (97 lots @ $370 per lot) 91	$35,890.00

Project 2 – Glenwood Ridge Elementary School

Pinehurst Upsizing Fee	$1,850.00

Project 3 – Middle School

Pinehurst Upsizing Fee	$4,440.00

Project 4 – Vacant Ground

Pinehurst Upsizing Fee	$0.00

Total Upsizing Fees (Projects 1-4)	**$ 42,180.00**

Exhibit 5

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

– Connection Fees	
(From Exhibit #3)	
Glenwood Estates	$443,775.00
Glenwood Ridge Elementary School	$4,575.00
Middle School	$4,575.00
Vacant Ground	$0.00
Total	**$457,500.00**
– Upsizing Fees	
(From Exhibit #4)	
Glenwood Estates	$35,890.00
Glenwood Ridge Elementary School	$1,850.00
Middle School	$4,440.00
Vacant Ground	$0.00
Total	**$42,180.00**
– Vacant Ground	
(From Exhibits #2-#4)	
Construction Cost	$0
Total Projected Loan Costs	**$499,680.00**

Exhibit 6

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

Project 1 – Glenwood Estates

Design Costs	$137,228.35
Construction Costs	$971,197.06
Connection Fees	$443,775.00
Upsizing Fees	$ 35,890.00
Total	**$1,588,090.41**

Project 2 – Glenwood Ridge Elementary School

Design Costs	$ 2,850.05
Construction Costs	$20,170.46.
Connection Fees	$ 4,575.00
Upsizing Fees	$ 1,850.00
Total	**$29,445.51**

Project 3– Linwood/Basehor Middle School

Design Costs	$ 6,831.30
Construction Costs	$48,346.71
Connection Fees	$ 4,575.00
Upsizing Fees	$ 4,440.00
Total	**$64,193.01**

Project 4 – Vacant Ground

Construction Cost	$0

Total Projected Loan Costs	**$1,681,728.93**

Consent for Annexation

Date: _____

TO: City of Basehor, Kansas
RE: Annexation

The below signers are the sole owners of a parcel of property located at _____, Basehor, Kansas 66007 within Glenwood Estates subdivision. I do voluntarily consent to the annexation of my property into the City of Basehor, and agree to cooperate with the City in obtaining a complete legal description of my property for purposes of annexation.

_____ _____
Print name Signature

_____ _____
Print name Signature

EXHIBIT
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