



**AGENDA**  
**BASEHOR CITY COUNCIL**  
January 20, 2015 - 7:00 p.m.  
Basehor City Hall

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1. **Roll Call** by Mayor David K. Breuer and Pledge of Allegiance
2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
  - a. City Council Minutes
  - b. Treasurer's Report
3. **Call to Public**

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

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

**New Business**

5. **Planning Commission Appointment – Dennis A. Haag**
6. **Ordinance No. 649 – Disclosure Policies & Procedures for Municipal Bonds**
7. **Bryant Property Purchase – Resolution 2015-01**
8. **Basehor Gold Pride Enrollment – Resolution 2015-02**
9. **City Administrator's Report – 155<sup>th</sup> Street Sidewalk Project Update**
10. **Council Members Report**
11. **Mayor's Report**
12. **Executive Session** *(if needed)*
13. **Adjournment**



## Minutes

### Basehor City Council Meeting

### Basehor City Hall, December 15, 2014

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**Councilman Healy was contacted by telephone to complete a quorum at 7:00 p.m.**

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

Mayor David K. Breuer called the meeting to order at 7:15 p.m. and led the audience in the Pledge of Allegiance.

Council Members present: David K. Breuer, Travis Miles, Dick Drennon and Brian Healy via phone. Vernon Fields and Ty Garver absent.

Staff Present: Chief of Police/City Administrator, Lloyd Martley

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

- a. City Council Minutes
- b. Treasurer's Report
- c. Springsted Agreement – Resolution 2014-19
- d. Cereal Malt Beverage License – Casey's

Councilman Miles moved to approve the consent agenda and Councilman Drennon seconded. The motion passed unanimously, 3-0.

**3. Call to Public** – *(None at this time)*

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

**5. New Business** - *(None at this time)*

**6. City Administrator's Report** – *(None at this time)*

**7. Council Members Report** - *(None at this time)*

**8. Mayor's Report** – *(None at this time)*

**9. Executive Session** - *(None at this time)*

**10. Adjournment**

Councilman Drennon moved to adjourn regular meeting at 7:25 p.m. and Councilman Miles seconded. Motion passed unanimously, 3-0.

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David K. Breuer, Mayor

Attest:

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Katherine M. Renn, City Clerk  
*via Lloyd Martley staff taken notes*

# CITY OF BASEHOR

## DECEMBER 2014 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,652,335	\$2,172,639	\$2,181,538	82%
Special Park	\$73,000	\$32,038	\$900	1%
Sewer	\$1,445,259	\$1,620,752	\$1,424,296	99%
Cedar Lake Maintenance	\$40,000	\$40,015	\$39,233	98%
Bond & Interest	\$1,479,180	\$639,146	\$790,142	53%
Solid Waste	\$305,778	\$297,700	\$296,207	97%
Special Highway	\$910,000	\$709,277	\$432,737	48%
Municipal Equipment Reserve	\$161,700	\$133,613	\$172,418	107%
Capital Improvement	\$20,000	\$400,930	\$339,190	1696%
Employee Benefit	\$613,119	\$499,528	\$537,944	88%
LCSD#3	\$33,000	\$33,038	\$25,410	77%

### Department

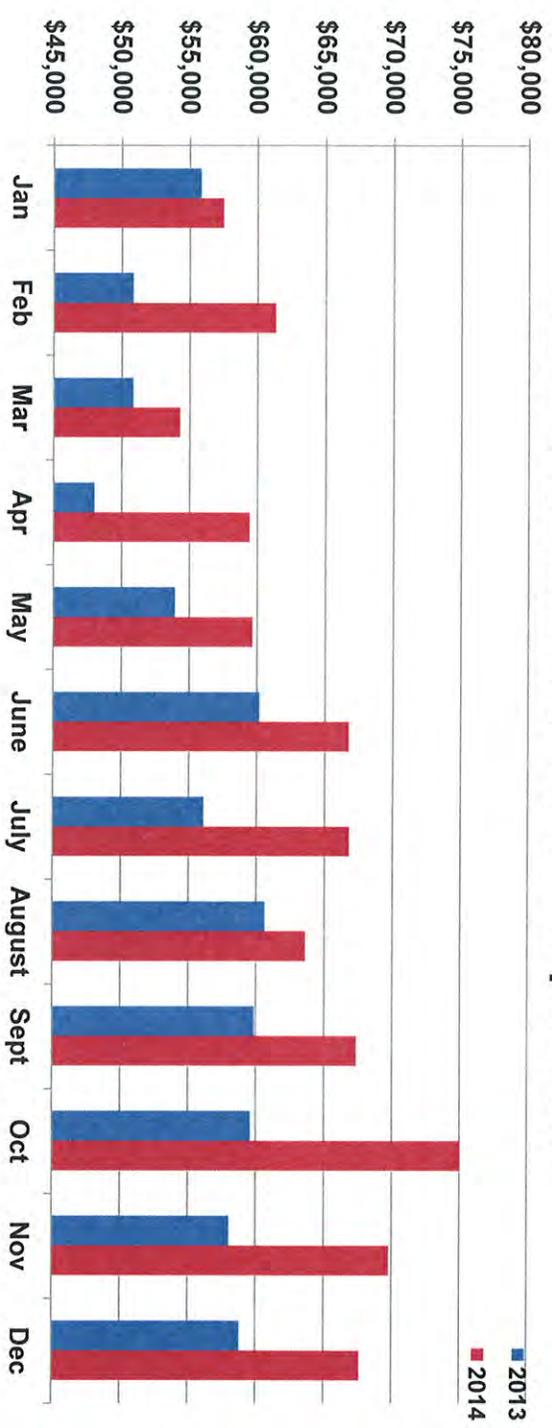
	Budget	Expenditures	Remaining Balance	% Utilized
<b>General</b>				
Clerk	\$341,976	\$284,176	\$57,800	83%
Street	\$219,830	\$174,911	\$44,919	80%
Governing Body	\$578,464	\$70,894	\$507,570	12%
Police	\$855,758	\$798,452	\$57,306	93%
Facilities	\$122,886	\$121,216	\$1,670	99%
Administrator	\$165,821	\$61,382	\$104,439	37%
Park & Recreation	\$61,400	\$52,063	\$9,337	85%
Miscellaneous	\$112,677	\$449,569	-\$336,892	399%
HR	\$23,600	\$21,270	\$2,330	90%
Planning	\$169,923	\$147,604	\$22,319	87%

\*\*MISC includes transfers out of general fund into MERF and Capital Improvements\*\*

# MONTHLY SALES TAX COLLECTIONS 2010-2014

	2010	2011	2012	2013	2014	Monthly Diff. '13 - '14	% Difference	2013 YTD	2014 YTD	Diff. '13 - '14	% Difference
Jan	44,933.16	43,677.78	57,962.61	55,854.63	57,521.05	1,666.42	2.9%	55,854.63	57,521.05	1,666.42	2.9%
Feb	59,338.25	48,453.55	48,668.43	50,846.50	61,331.66	10,485.16	17.1%	106,701.13	118,852.71	12,151.58	10.2%
Mar	44,064.14	48,692.52	51,596.39	50,846.50	54,298.46	3,451.96	6.4%	157,547.63	173,151.17	15,603.54	9.0%
Apr	46,686.51	42,633.11	42,372.82	48,009.19	59,434.83	11,425.64	19.2%	205,556.82	232,586.00	27,029.18	11.6%
May	47,865.00	48,186.99	50,639.59	53,986.75	59,679.42	5,692.67	9.5%	259,543.57	292,265.42	32,721.85	11.2%
June	48,059.05	47,682.94	55,921.34	60,215.87	66,757.64	6,541.77	9.8%	319,759.44	359,023.06	39,263.62	10.9%
July	43,151.43	44,834.43	49,304.00	56,140.33	66,800.72	10,660.39	16.0%	375,899.77	425,823.78	49,924.01	11.7%
Aug	52,935.19	49,903.11	55,484.63	60,644.35	63,635.42	2,991.07	4.7%	436,544.12	489,459.20	52,915.08	10.8%
Sept	52,062.71	49,250.84	62,953.65	59,886.19	67,381.62	7,495.43	11.1%	496,430.31	556,840.82	60,410.51	10.8%
Oct	47,483.47	51,883.08	57,986.12	59,634.13	75,075.03	15,440.90	20.6%	556,064.44	631,915.85	75,851.41	12.0%
Nov	44,789.92	49,270.35	59,821.88	58,067.36	69,812.32	11,744.96	16.8%	614,131.80	701,728.17	87,596.37	12.5%
Dec	46,693.70	51,874.96	49,586.00	58,821.13	67,635.00	8,813.87	13.0%	672,952.93	769,363.17	96,410.24	12.5%
2014 TDD	\$26,026.15										
2013 TDD	\$21,045.37										

## 2013-14 Month to Month Comparison





## SOLID WASTE FUND HIGHLIGHTS

For the Month of December 2014

MONTH	2013	2014	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,702	1,760	3.30%
February	1,703	1,761	3.29%
March	1,700	1,778	4.39%
April	1,706	1,790	4.69%
May	1,727	1,808	4.48%
June	1,732	1,817	4.68%
July	1,750	1,822	3.95%
August	1,753	1,828	4.10%
September	1,750	1,833	4.53%
October	1,759	1,847	4.76%
November	1,758	1,853	5.13%
December	1,767	1,850	4.49%
<b>AVERAGE</b>	<b>1,734</b>	<b>1,812</b>	<b>4.32%</b>

MONTH	2013	2014	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$23,938.92	\$24,818.78	3.55%
February	\$23,990.00	\$24,974.62	3.94%
March	\$23,957.46	\$24,989.37	4.13%
April	\$24,029.09	\$25,167.00	4.52%
May	\$24,307.75	\$25,329.61	4.03%
June	\$24,383.90	\$25,479.72	4.30%
July	\$24,471.61	\$25,574.59	4.31%
August	\$24,615.50	\$25,735.24	4.35%
September	\$24,608.99	\$25,758.93	4.46%
October	\$24,725.03	\$25,969.22	4.79%
November	\$24,775.41	\$26,024.08	4.80%
December	\$24,875.80	\$25,968.77	4.21%
<b>TOTAL</b>	<b>\$292,679.46</b>	<b>\$305,789.93</b>	

MONTH	2013	2014	% DIFFERENCE
	AVERAGE BILL	AVERAGE BILL	
January	\$14.07	\$14.10	0.21%
February	\$14.09	\$14.18	0.63%
March	\$14.09	\$14.05	-0.28%
April	\$14.09	\$14.06	-0.21%
May	\$14.08	\$14.01	-0.50%
June	\$14.08	\$14.02	-0.43%
July	\$13.98	\$14.04	0.43%
August	\$14.04	\$14.08	0.28%
September	\$14.06	\$14.05	-0.07%
October	\$14.06	\$14.06	0.00%
November	\$14.09	\$14.04	-0.36%
December	\$14.08	\$14.04	-0.28%
<b>AVERAGE</b>	<b>\$14.07</b>	<b>\$14.06</b>	<b>-0.05%</b>



## SEWER FUND HIGHLIGHTS

For the Month of December 2014

MONTH	2013	2014	% DIFFERENCE
	SWR COUNT	SWR COUNT	
January	1812	1863	2.74%
February	1807	1876	3.68%
March	1805	1891	4.55%
April	1809	1906	5.09%
May	1829	1920	4.74%
June	1832	1928	4.98%
July	1850	1933	4.29%
August	1848	1934	4.45%
September	1848	1940	4.74%
October	1853	1948	4.88%
November	1853	1954	5.17%
December	1860	1955	4.86%
<b>AVERAGE</b>	1834	1921	4.52%

MONTH	2013	2014	% DIFFERENCE
	SWR BILLED	SWR BILLED	
January	\$92,268.23	\$91,681.27	-0.64%
February	\$92,212.85	\$92,496.06	0.31%
March	\$91,555.12	\$91,753.37	0.22%
April	\$92,074.43	\$94,279.20	2.39%
May	\$92,301.51	\$98,923.62	7.17%
June	\$91,539.56	\$97,113.31	6.09%
July	\$92,674.56	\$97,177.47	4.86%
August	\$91,649.64	\$100,096.98	9.22%
September	\$93,264.40	\$99,208.77	6.37%
October	\$92,105.07	\$98,594.66	7.05%
November	\$92,080.33	\$98,616.61	7.10%
December	\$91,630.01	\$97,746.39	6.68%
<b>TOTAL</b>	\$1,105,355.71	\$1,157,687.71	

MONTH	2013	2014	% DIFFERENCE
	AVERAGE SWR BILL	AVERAGE SWR BILL	
January	\$50.92	\$49.21	-3.36%
February	\$51.03	\$49.30	-3.39%
March	\$50.72	\$48.52	-4.34%
April	\$50.90	\$49.46	-2.83%
May	\$50.47	\$51.52	2.08%
June	\$49.97	\$50.37	0.80%
July	\$50.09	\$50.27	0.36%
August	\$49.59	\$51.76	4.38%
September	\$50.47	\$51.14	1.33%
October	\$49.71	\$50.61	1.81%
November	\$49.69	\$50.47	1.57%
December	\$49.26	\$50.00	1.50%
<b>AVERAGE</b>	\$50.24	\$50.22	-0.03%

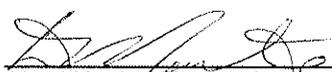
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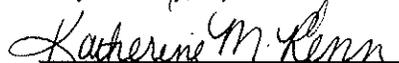
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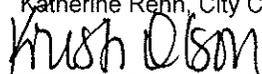
City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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22167	12/12/2014	Printed		CINTAS	CINTAS	REFILL 1ST AID CABINET/CITY HALL	126.51
22168	12/12/2014	Printed		DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	CITYWIDE TRASH SERVICE/NOV	21,239.85
22169	12/12/2014	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	383.08
22170	12/12/2014	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	1,129.50
22171	12/12/2014	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	7,806.74
22172	12/12/2014	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 REITRE CONTRIB	3,126.50
22173	12/12/2014	Printed		PITNEY RES	PITNEY BOWES RESERVE ACCT	REFILL CITY POSTAGE METER	200.00
22174	12/12/2014	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	3,982.12
				<b>Total Checks: 8</b>	<b>Checks Total (excluding void checks):</b>		<b>37,994.30</b>

 12-12-14  
 Lloyd Martley, City Administrator

 12-12-14  
 Katherine Renn, City Clerk

 12/12/14  
 Kristi Olson, Treasurer

Check Register Report

Date: 12/23/2014

Time: 11:51 AM

Page: 1

City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
22175	12/23/2014	Printed		BASEHOR AW	BASEHOR AWARDS & TROPHIES	NAME PLATE/KOHL-SGT	30.85
22176	12/23/2014	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHGS NOV	11,335.96
22177	12/23/2014	Printed		CREEK, ASH	ASHLEY CREEK	REIMB CREDIT BAL/MOVED	106.93
22178	12/23/2014	Printed		DXP	DXP: PUMP & POWER	FREIGHT/NEW PUMP/163 LIFT STN	256.00
22179	12/23/2014	Printed		HAYNES EQU	HAYNES EQUIPMENT CO	REPLACE GRINDER PUMP/CL	2,341.28
22180	12/23/2014	Printed		HEALTHY	HEALTHY SOLUTIONS INC	FLU SHOTS/22 EMP	100.00
22181	12/23/2014	Printed		INDEP SALT	INDEPENDENT SALT COMPANY	HIWAY ROCK SALT/WINTER	5,760.48
22182	12/23/2014	Printed		JO CO GOVT	JOHNSON COUNTY GOVERNMENT	FACIL FLOW TEST/KDHE/NPDES	281.00
22183	12/23/2014	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/NOV-104	124.80
22184	12/23/2014	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	383.08
22185	12/23/2014	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	6,248.68
22186	12/23/2014	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES/NOV	577.50
22187	12/23/2014	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,130.69
22188	12/23/2014	Printed		MILLER	MILLER SIGN SHOPPE, LLC	DECALS-NEW DUMP TRUCK/PWD	332.00
22189	12/23/2014	Printed		REGNIER	BARBARA REGNIER	SEW SAFETY TAPE ON JEANS	60.00
22190	12/23/2014	Printed		SMITH & LO	SMITH & LOVELESS INC	LIFT STATION REPAIR PARTS	704.00
22191	12/23/2014	Printed		SPECTRA	SPECTRA	LIFT STATION DEGREASER	839.52
22192	12/23/2014	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE/NOV	138.01
22193	12/23/2014	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/DEC	387.00
22194	12/23/2014	Printed		TBS ELECT	TBS ELECTRONICS, INC.	POLICE RADIO BATTERIES	1,378.00
22195	12/23/2014	Printed		TRAINING A	TRAINING AT YOUR PLACE	ADD PBBDU TO MONTHLY	47.50
22196	12/23/2014	Printed		WRIGHT EX	WRIGHT EXPRESS	2014 FLEET FUEL CHGS/NOV	2,380.28

Total Checks: 22

Checks Total (excluding void checks):

36,943.56

*Lloyd Martley* 12-23-14  
Lloyd Martley, City Administrator

*Katherine M. Renn* 12-23-14  
Katherine Renn, City Clerk

*Kristi Olson* 12/23  
Kristi Olson, Treasurer

Check Register Report

Date: 01/09/2015

Time: 2:27 PM

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City Of Basehor

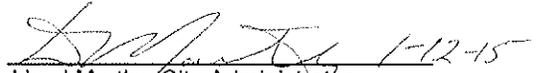
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22198	12/31/2014	Printe		ALLEN GIBB	ALLEN, GIBBS & HOULIK, LC	CONTRACTUAL SVCS/NOV	505.00
22199	12/31/2014	Printe		ATMOS ENER	ATMOS ENERGY	GAS USAGE	1,590.24
22200	12/31/2014	Printe		CARTER WAT	CARTER WATERS CORPORATION	ASPHALT COLD PATCH/STREET PROJ	170.00
22201	12/31/2014	Printe		CINTAS	CINTAS	REFILL 1ST AID CABINET/MWTF	45.68
22202	12/31/2014	Printe		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHGS	14,173.81
22203	12/31/2014	Printe		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	165.86
22204	12/31/2014	Printe		ETS	ETS	CITYWIDE CREDIT CARD FEES	217.74
22205	12/31/2014	Printe		HARWICK	ALYSSA HARWICK	REIMB OVERPAYMENT/FINE	4.00
22206	12/31/2014	Printe		HAYNES EQU	HAYNES EQUIPMENT CO	REPLACE GRINDER PUMP/CL	2,167.28
22207	12/31/2014	Printe		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/DEC	109.20
22208	12/31/2014	Printe		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	780.00
22209	12/31/2014	Printe		LVN PROBAT	LEAVENWORTH CITY & COUNTY	COURT SERVICES/OCT-DEC 2014	2,482.44
22210	12/31/2014	Printe		LEAV COOP	LEAVENWORTH COUNTY CO-OP	NEW 500 GAL FUEL TANK	1,950.40
22211	12/31/2014	Printe		LIFELINE	LIFELINE TRAINING, LTD & CALIB	TRAFFIC TRNG/GLAVIN & SIEMS	278.00
22212	12/31/2014	Printe		MICROFLEX	MICROFLEX	RUBBER GLOVES/PD	1,378.19
22213	12/31/2014	Printe		MICROTECH	MICROTECH COMPUTERS INC	NEW COMPUTER/POLICE	1,295.00
22214	12/31/2014	Printe		PROSE	PROSE	DESK REPAIR/PD	250.00
22215	12/31/2014	Printe		SMITH & LO	SMITH & LOVELESS INC	LIFT STATION REPAIR PARTS	2,299.44
22216	12/31/2014	Printe		SPECTRA	SPECTRA	MISC COLLECTION SYSTEM MAINT	2,956.02
22217	12/31/2014	Printe		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	12,588.05
22218	12/31/2014	Printe		WESTLAND C	WESTLAND CONSTRUCTION	MISC PROJECTS FOR PWD	1,350.00
22219	12/31/2014	Printe		WHITE GOSS	WHITE GOSS	CONTRACT LEGAL AMT	3,000.00

Total Checks: 23

Checks Total (excluding void checks):

50,855.19

  
 Lloyd Martley, City Administrator

  
 Katherine Renn, City Clerk

  
 Kristi Olson, Treasurer

Check Register Report

Date: 01/13/2015

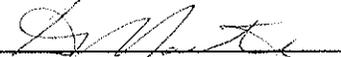
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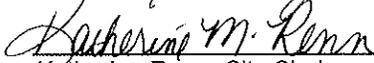
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City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
22220	12/31/2014	Printed		DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	SLUDGE RMVL SVCS/WWTF/DEC	22,935.06
22221	12/31/2014	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO BILLING/DEC	120.00
				<b>Total Checks: 2</b>	<b>Checks Total (excluding void checks):</b>		<b>23,055.06</b>

  
Lloyd Martley, City Administrator

  
Katherine Renn, City Clerk

  
Kristi Olson, Treasurer

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:** Planning Commission appointment

**Action Requested:** Approve appointment by the Mayor of Dennis A. Haag to the Planning Commission

**Narrative:** Planning Commission currently has two openings. Mr. Dennis A. Haag has submitted his application to fill one of these positions. (see attached application)

**Presented by:** Lloyd Martley, Chief of Police/City Administrator  
Mitch Pleak, City Engineer

**Administration Recommendation:** Approve appointment of Mr. Dennis A. Haag to the Planning Commission.

**Committee Recommendation:** N/A

**Attachments:** Dennis A. Haag, Application for serving on a city board or committee.

**Projector needed for this item?**

No

CITY OF BASEHOR  
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

NAME: Dennis A. Haag

ADDRESS: 16657 Sandstone Circ., Basehor, KS 66007

DAY TIME PHONE NUMBER: 913.710.9250 EVENING PHONE NUMBER: 913.728.7120

E-MAIL ADDRESS: [dhaag@burnsmcd.com](mailto:dhaag@burnsmcd.com); [Dothaag@att.net](mailto:Dothaag@att.net)

PLACE OF EMPLOYMENT: Contingent Contractor Burns & McDonnell; Private Consultant

HOW LONG HAVE YOU BEEN A RESIDENT OF BASEHOR? One Year; Four Months

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: Planning and Zoning Commission

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? A few days

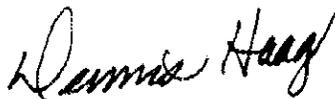
ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? NO

IF YES, EXPLAIN: \_\_\_\_\_

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF BASEHOR. I have several university degrees in natural resource management and been professionally involved with natural resource planning and design work for 48+ years. My professional career includes 13.5 yrs as a range conservationist, biologist, Texas state environmental biologist, Ohio state biologist, Midwest regional biologist, and Western senior biologist with USDA and USDI; and 35 years as senior environmental scientist with private consulting firms including George Butler Associates, Inc., Tetra Tech, Inc., and the past 7.8 years with Burns & McDonnell. I believe that my experience with the study and management of soils, stormwater, erosion and sediment, wildlife conflicts, hazardous waste planning, urban planning, green infrastructure, wetlands, streams, native plant communities, restoration of drastically disturbed lands, etc. will provide the City of Basehor with valuable information and tools for future zoning and planning needs that will allow good planned growth.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY. I'm currently a member of a host of environmental professional societies and NGO groups that provide good planning and design guidance. I have used several documents as well as local city, county, and state and federal guidance documents to plan and implement landscaping and stormwater easements for my residence. I also recently provided an example of subsurface grouting of subsidence problems near the street at my residence and an adjacent residence. I am a member of Basehor Library, bank account at First State Bank and Trust, previously supported the annual 4<sup>th</sup> of July celebration, and regularly shop at several business in Basehor.

SIGNATURE:



DATE: December 17, 2014

Thank you for your interest in serving on a Board/Commission. It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Basehor a better place to work, live and play.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 6

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**Topic:** Disclosure policies and procedures for Municipal Bonds of the City of Basehor, Kansas

**Action Requested:** Approve Ordinance 649 adopting disclosure policies and procedures for Municipal Bonds of the City of Basehor, Kansas

**Narrative:** The disclosure policies and procedures are being established to provide for timely and full compliance with the City's disclosure responsibilities with respect to bonds, notes and other securities issued or to be issued by the City. They are designed to help ensure the City's observance of and compliance with applicable disclosure requirements under federal securities laws and rules of the U.S. Securities and Exchange Commission ("the SEC").

**Presented by:** Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Approve Ordinance 649 adopting disclosure policies and procedures for bonds, notes and other securities issued or to be issued by the City of Basehor.

**Committee Recommendation:** N/A

**Attachments:** Disclosure policies and procedures  
Ordinance 649

**Projector needed for this item?**

No

**ORDINANCE NO. 649**

**AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE DISCLOSURE POLICIES AND PROCEDURES FOR MUNICIPAL BONDS OF THE CITY OF BASEHOR, KANSAS.**

**WHEREAS**, the City has certain disclosure responsibilities with respect to bonds, notes and other securities issued or to be issued by the City (collectively referred to as "Bonds"); and

**WHEREAS**, the Disclosure Policies and Procedures for Municipal Bonds of the City of Basehor, Kansas, attached hereto as Exhibit A, contain policies and procedures for timely and fully complying with the City's disclosure responsibilities with respect to Bonds; and

**WHEREAS**, the Disclosure Policies and Procedures for Municipal Bonds of the City of Basehor, Kansas, attached hereto as Exhibit A, also are intended to serve as a training guide for City officials and personnel responsible for such compliance; and

**WHEREAS**, the Governing Body finds it necessary and appropriate to adopt the Disclosure Policies and Procedures for Municipal Bonds of the City of Basehor, Kansas, attached hereto as Exhibit A; and

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

**Section 1:** That the Disclosure Policies and Procedures for Municipal Bonds of the City of Basehor, Kansas, attached hereto as Exhibit A, is hereby adopted by the City.

**Section 2.** That if any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

**Section 3:** That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

**ADOPTED** by the City Council this 20<sup>th</sup> day of January, 2015.

**APPROVED** by the Mayor this 20<sup>th</sup> day of January, 2015.

**SEAL**

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David K. Breuer, Mayor

ATTEST:

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Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

EXHIBIT A

Disclosure Policies and Procedures for Municipal Bonds of the City of Basehor, Kansas

**City of Basehor  
State of Kansas**

**Disclosure Policies and Procedures  
for Municipal Bonds of the City of Basehor, Kansas**

**January 20, 2015**

## Introduction

These Disclosure Policies and Procedures have been established for the City of Basehor by Ordinance No. 649 issued and effective on January 20, 2015. They set forth policies and procedures for timely and fully complying with the City's disclosure responsibilities with respect to bonds, notes and other securities issued or to be issued by the City (collectively referred to as "Bonds").

These Disclosure Policies and Procedures (the "Policies and Procedures") are intended to help ensure the City's observance of and compliance with applicable disclosure requirements under federal securities laws and rules of the U.S. Securities and Exchange Commission (the "SEC"). They also are intended to serve as a training guide for City officials and personnel responsible for such compliance.

The benefits of compliance with the Policies and Procedures are intended to include:

- Fully and timely complying with all disclosure obligations of the City under federal securities laws and contractual agreements of the City.
- Providing transparency and enhancing credibility with investors, financial analysts and the general bond market.
- Protecting the City's future access to public debt markets.
- Protecting and enhancing the City's credit rating.
- Fostering liquidity for the City's Bonds.

The Policies and Procedures may only be modified and amended, if at all, by action of the City Council.

## **SECTION 1 LEGAL BACKGROUND AND OVERVIEW**

Two federal securities laws: the Securities Act of 1933, as amended (the "1933 Act") and the Securities Exchange Act of 1934, as amended (the "1934 Act") contain anti-fraud provisions that apply not only to stocks and corporate bonds but also to municipal bonds.

These anti-fraud provisions are principally in Section 17(a) of the 1933 Act, Section 10(b) of the 1934 Act, and SEC Rule 10b-5. Rule 10b-5 makes it illegal for the City, in any Bond disclosure document (including a Preliminary Official Statement ("POS"), a final Official Statement ("OS") or electronic filings on EMMA<sup>1</sup>

"To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading."

Materiality is determined based on the particular facts and circumstances of each instance. The focus of materiality is on the importance of the information to investors making

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<sup>1</sup> The terms POS, OS and EMMA are more fully explained below in the Policies and Procedures.

investment decisions. An omitted fact is “material” for these purposes if there is a substantial likelihood that it would have significantly affected a reasonable investor’s investment deliberations. There must be a substantial likelihood that disclosure of the omitted fact would have been regarded by a reasonable investor as significantly altering his or her investment deliberations regarding any particular Bonds. Examples of information that might be material will vary based on the circumstances and the source of revenue to repay the bonds, and could include: City financial statements, loss of a significant taxpayer or employer, unfunded pension liabilities, anticipated loss of significant revenue sources, and pending or anticipated litigation in which a potential adverse judgment could materially affect the City’s financial condition or operations or its ability to pay principal and interest on its Bonds. No specific list of material information can be made, because the identification of material information will vary over time and with the nature of the bonds in question.

The above-described federal anti-fraud laws and rules can create risks for City officials who oversee the disclosure process. The prudent selection and use of legal counsel, financial advisors and other experts in connection with the City’s public disclosure activities can minimize liability and provide certain safeguards, but the City’s responsibility for making accurate and adequate disclosures cannot be completely delegated. Having a good understanding of disclosure principles will enhance City officials’ ability to make the right decisions in dealing with their own facts and circumstances.

Accordingly, the City of Basehor will endeavor to utilize best practices, uniform procedures, and attorneys, consultants or other advisors as necessary or advisable to fulfill its disclosure responsibilities in full compliance with federal securities laws and rules.

As of the date of the adoption of these Policies and Procedures, the City of Basehor has engaged Springsted, Incorporated as the City’s financial advisor. The City of Basehor may change its choice of financial advisor from time to time without revision to these Policies and Procedures.

## SECTION 2

### PERSONS RESPONSIBLE FOR IMPLEMENTING POLICIES AND PROCEDURES

**Authorized Spokesperson.** At all times the City Administrator shall act as the City’s authorized spokesperson for external communications that foreseeably could affect a reasonable investor’s decision whether or not to buy or sell any Bonds of the City; and the City Finance Director shall act as the City’s alternate authorized spokesperson for such purposes in case of the authorize spokesperson’s absence or unavailability.

**Disclosure Team.** The City Administrator and the Finance Director, together with the City’s financial advisor and the City Attorney, shall be known as the “Disclosure Team” (the “***D Team***”), and shall perform the tasks specified for the D Team throughout the Policies and Procedures, including without limitation to:

1. Supervise and monitor the City’s compliance with all of the Policies and Procedures;
2. be responsible for collecting and reviewing information set forth in each POS and OS prepared in connection with new Bond offerings.

3. coordinate continuing disclosure with primary (new issue) disclosure;
4. identify person(s) responsible to monitor the City's web site information; and
5. periodically, at intervals of approximately 6, 9 or 12 months (as determined by the Disclosure Team from time to time), review the Policies and Procedures and consider and recommend to the City Council any additions or changes to be made to the Policies and Procedures in light of changes in federal securities laws and evolving best practices in municipal securities disclosure.

### SECTION 3 CONTINUING DISCLOSURE POLICIES AND PROCEDURES

**IN GENERAL** In regard to particular Bond issues, the City is and in the future will be required to comply with continuing disclosure requirements set forth in written agreements signed by the City at the time of issuance of those Bonds (each a "Continuing Disclosure Instructions" or "CDI"). Each CDI to which the City is a party will be binding on the City as long as any Bonds specified in that CDI remain outstanding.

The Policies and Procedures in this Section 3 are intended to ensure the City's timely full compliance with the requirements of the Rule and each CDI. Continuing disclosure information is intended to annually reflect the financial or operating condition of the City as it changes over time, as well as to report specific events occurring after the issuance of the Bonds that can have an impact on the City's ability to pay amounts owed and on the market value of the Bonds if bought or sold prior to maturity. Each publically issued Bond issue has its own continuing disclosure requirements under its applicable CDI.

For each new Bond issue (but with limited exceptions), SEC Rule 15c2-12(b)(5)(i) requires a written CDI between the City and the Bond's original purchaser/underwriter for the benefit of the Bondholders, obligating the City to electronically file the following items with the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market system known as "EMMA":

- Annual financial information and operating data for the City, updating its financial information and operating data that were presented in its final Official Statement for the applicable Bonds ("***Annual Information***");
- Audited financial statements of the City (when and if available);
- Notice of the occurrence of any of the following events, within the meaning of the Rule <sup>2</sup>within 10 business days of the occurrence of the event:
  - principal and interest payment delinquencies
  - non-payment related defaults, if material

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<sup>2</sup> The word "material" for this purpose essentially means information that, if disclosed, would be reasonably expected to affect the decision of a reasonable investor whether or not to buy or sell the Bonds at a particular time for a particular price.

- unscheduled draws on any debt service reserves, or on credit enhancements reflecting financial difficulties
- substitution of credit or liquidity providers (credit enhancement facility providers), or their failure to perform
- adverse tax opinions, the issuance by the IRS of proposed or final
- determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds
- modifications to rights of registered owners or beneficial owners, if material
- bond calls, if material, and tender offers
- defeasances
- release, substitution, or sale of property securing repayment, if material
- bankruptcy, insolvency, receivership or similar event of the City
- consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- appointment of a successor or additional trustee or the change of name of a trustee, if material
- rating changes
- the failure to provide the Annual Information within the specified time
- any change in the accounting principles applied in the preparation of the annual financial statements or in the fiscal year

The foregoing list of required disclosures subject to change in the event of additional amendments to the Rule and corresponding additions to future CDIs. It is important to note that not all debt financings have continuing disclosure requirements, so the foregoing list is also subject to the requirements of the CDI for each particular debt financing.

### **ANNUAL REPORT REQUIREMENTS**

The D Team shall work together to review each CDI's requirements for filing audited financial statements, annual financial information and operating data for each bond issue on EMMA and the due date(s) for such filings. The D team shall establish forms to track and maintain such information, which may be updated or revised from time to time without revision to these Policies and Procedures.

### **EVENT NOTICE REQUIREMENTS**

The D Team shall work to continuously monitor events and, if there is a materiality requirement, determine materiality.

## **SECTION 4 VOLUNTARY DISCLOSURE POLICIES AND PROCEDURES**

**IN GENERAL.** In addition to preparing required Annual Reports and Event Notices, the Disclosure Team may wish to keep investors informed by providing information that is not required to be provided under a CDI. For example, if there is a news report that the City's largest employer (or its largest taxpayer or utility system rate payer) is reducing employment, the Disclosure Team may want to assess the impact on taxes, utility system rate covenants, etc. Other examples of such information could include capital improvement plans, updates on other issues that could affect the City's budgetary, financial, or economic position, annual/biennial budgets, and changes in rating outlooks. To this end, the City may choose to voluntarily disclose some of such information to the MSRB through EMMA.

## **SECTION 5 NEW BOND ISSUE DISCLOSURE POLICIES AND PROCEDURES**

The Policies and Procedures in this Section 5 are intended to ensure that when issuing Bonds, the City complies with its disclosure obligations under federal securities laws. For each public offering of Bonds, whether by a competitive sale or a negotiated sale, the City must prepare or have prepared a POS and a final OS. The POS and OS are intended to provide required information to the original purchasers of the Bonds. The City's responsible officials and staff, along with its legal counsel, financial advisor and city attorney, will review and discuss information in drafting the POS and the OS.

At the Bond closing, the City must be able to certify in writing that the information contained in the OS, including Appendix A (certain information concerning the City), both as of its date and the date of closing, does not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The City also must be able to certify in writing that, to the best of its knowledge, there has been no material adverse change (other than in the ordinary course of the operations of the City) in the financial condition of the City from that set forth in or contemplated by the OS.

In connection with each Bond issue, the City should retain legal counsel for assistance and advice regarding the City's disclosure responsibilities with respect to the POS and the OS. This legal counsel may be the Bond Counsel for the City or may be separately engaged Disclosure Counsel.

Every POS and final OS will include "Information Concerning the City of Basehor" as an exhibit, or stated within each POS and OS, which provides current and historical financial information and operating data on the City, City debt, key economic and demographic information, retirement system funding and financial positions, and other information deemed necessary and advisable to comply with federal securities laws and SEC rules regarding municipal securities disclosure. Continuing Disclosure Instructions will identify which sections of the City information will be updated annually ("the "Operating Data"). The Operating Data to be updated and the timing for filing such updated information can be made consistent among bond issues to avoid inadvertent noncompliance. The D Team is responsible for assuring that such information is updated and posted to EMMA in a timely manner.

If permitted by the CDI, the Operating Data categories listed may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an obligated person which have been filed with the MSRB via EMMA. If the document included by reference is a final official statement it must be available from the MSRB via EMMA. The City shall clearly identify each such other document so included by reference.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 7

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**Topic:** Real Estate purchase agreement between Kathleen A. Bryant and the City of Basehor.

**Action Requested:** Approve Resolution 2015-01 authorizing the execution of real estate purchase agreement between Kathleen A. Bryant, and the City of Basehor.

**Narrative:** Kathleen A. Bryant owns a 2.83 acre of land located at 19249 158<sup>th</sup> St, Basehor, Kansas that is adjacent to the 44 acres of land the city recently purchased. It is the desire of the City to purchase the 2.83 acres owned by Ms. Bryant to allow for unobstructed future development of the City Campus.

**Presented by:** Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Approve Resolution 2015-01 authorizing the execution of real estate purchase agreement.

**Committee Recommendation:** N/A

**Attachments:** Resolution 2015-01  
Real Estate Purchase Agreement

**Projector needed for this item?**

No

**REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between **KATHLEEN A. BRYANT**, (the "Seller") and **THE CITY OF BASEHOR, KANSAS**, (the "City").

WITNESSETH:

WHEREAS, the Seller is the owner of certain real property located in the City of Basehor, Leavenworth County, Kansas (the "Property"); and

WHEREAS, the City desires to purchase from Seller the Property hereinafter described on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and the City agree as follows:

**ARTICLE I**

**The Property**

1.1 Subject to the terms and provisions of this Agreement, Seller agrees to convey the Property to the City, and the City agrees to purchase from Seller, all of the following described Property:

(a) The land described on Exhibit A and depicted on Exhibit B, both as attached hereto (the "Land").

**ARTICLE II**

**Purchase Price**

2.1 Purchase Price. The total purchase price for the Property shall be \$80,000 ("Purchase Price"), which Purchase Price is due and payable by the City to Seller in cash, federal funds, or other immediately available funds at the Closing (hereinafter defined).

**ARTICLE III**

**Title and Survey**

3.1 Title Binder and UCC Searches. The City shall, at its sole cost and expense, obtain a current Commitment for a standard ALTA Owner's Policy of Title Insurance for the

Property ("Title Binder") from the Old Republic National Title Insurance Company by its agent Kansas Secured Title- Basehor at 1106 North 155<sup>th</sup> Street, Suite B, Basehor, Kansas, 66007 (the "Title Company"), together with copies of all documents identified on the Title Binder as exceptions to the title to the City. The Title Binder shall describe the Property, name the City as the party to be insured thereunder and commit to insure the City with indefeasible, good and marketable title in an amount as it determines in its sole discretion. The Title Binder shall list and identify by reference to volume and page, where recorded, all easements, rights-of-way and other instruments or matters affecting title to the Property. The City shall pay for the cost of the ALTA Owner's Policy at Closing. Any additional coverage in the form of endorsements (which may take the form of affirmative insurance covering, for example, restrictive covenants, encroachments, etc.) the City may desire shall be at the City's cost. With regard to the standard printed exceptions and other common exceptions generally included in Title Binders, (a) there shall be no exception for "any lien, or right to a lien, for services, or material heretofore or hereafter furnished, imposed by law and not shown by the public records," and (b) the exception for ad valorem taxes or special assessments shall reflect only taxes and special assessments for the year of Closing and shall be annotated "Not yet due and payable," (c) the exception for survey or "encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises" shall be deleted, (d) there shall be no exception for "easements or claims of easements not shown by the public records" or the like, and (e) there shall be no exception for "rights of parties in possession not shown by the public records." In addition, all mortgages and other financial liens shall be satisfied at Closing (except as to Closing year taxes and installments of special assessments). The City may obtain at the City's sole cost and expense within fifteen (15) days from the date hereof, Uniform Commercial Code Financing Statement (UCC 1) search requests on Seller from the county and state in which the property is located and the county and state where Seller is located ("UCC Searches").

3.2 Existing Survey, Title and Engineering Reports. Seller shall within five (5) business days of the Effective Date deliver to the City a copy of any title commitments or policies, and engineering or physical condition reports pertaining to the Property. The City may, at its sole cost and expense, as soon as possible, obtain an ALTA survey of the Property (the "Survey").

3.3 Review of Title and Survey. The City shall have a period of fifteen (15) days commencing on its receipt of the Title Binder and ALTA Survey completed by the City (the "Title Review Period") in which to notify Seller of any objections the City has to any matters shown or referred to in the UCC Searches, Title Binder, or the Survey. Any title encumbrances or exceptions which are set forth in the Title Binder, UCC Searches or the Survey and to which the City does not object within such period (as to the Title Binder, UCC Searches and the Survey) shall be deemed to be permitted exceptions to the status of Seller's title ("Permitted Exceptions"). None of the exceptions prohibited in Section 3.1 hereof shall be Permitted Exceptions. With regard to items to which the City does object within such period, Seller shall notify the City no later than five (5) business days after the expiration of the Title Review Period as to whether it will agree to cure the objections at Closing. If Seller notifies the City that it is unable or unwilling to cure such objections by Closing as set forth above, the City may at its option at any time prior to Closing waive the objections not cured (in which event such waived objections will be Permitted Exceptions), or terminate this Contract, provided further, as to any

recorded lien which Seller is unable to cure at or prior to Closing, such lien shall be satisfied, at Closing. If any new Title or Survey issues arise prior to Closing, Seller shall immediately correct same to the City's satisfaction.

3.4 Current Tenant(s). Seller agrees that any and all current tenants shall be relocated from the property prior to closing.

3.5 Existing Interests. Seller will cooperate with City regarding the termination or resolution to City's satisfaction, at City's sole cost and expense:

(a) Blanket Easement(s) held by Williams Pipeline Company, Wilmington Trust and/or Williams Telecom Company.

(b) Water Easement held by Suburban Water Company.

## ARTICLE IV

### Environmental Audit

4.1 Environmental Audit. The City may commence at its cost a comprehensive environmental audit ("Environmental Audit") of the Property by an independent environmental consultant ("Consultant") chosen by the City to identify Adverse Environmental Conditions, if any, affecting the soil, air, surface waters and ground water in, on or around the Property, the work required to remedy any such Adverse Environmental Conditions ("Remedial Work") and a reasonable good faith estimate of the cost of the Remedial Work ("Estimated Cost"). The Consultant shall furnish a copy of the Environmental Audit Report, (which shall include the Remedial Work and the Estimated Cost) to both the City and Seller promptly after completion of the Environmental Audit. The scope and form of the Environmental Audit shall be in all respects satisfactory to the City, in its reasonable discretion, but neither the City nor its consultant is permitted to conduct any test which would cause damage to the Property (which is not repaired by the City). Seller agrees to provide the City and its Consultant with access to the Property for purposes of conducting the above Environmental Audit at all reasonable times. The City hereby indemnifies and holds Seller harmless from and against any loss, damage, injury, claim or cause of action Seller may suffer or incur as a result of the City's inspections of the Property; provided that this indemnity shall not be construed to include Seller's losses resulting from the City's discovery of Adverse Environmental Conditions or resultant Property value loss from same.

4.2 Definitions. As used herein: The term "Hazardous Materials" shall mean and include the existence in any form of

(a) (i) polychlorinated biphenyls; (ii) asbestos or asbestos containing materials; (iii) urea formaldehyde foam insulation; (iv) oil, gasoline or other petroleum products (other than in vehicles operated in the ordinary course of business); (v) pesticides and herbicides; and (vi) any other chemical, material or substance to which exposure is prohibited, limited or regulated by any Environmental Laws and any federal, state, county, regional or local authority or which, even if not so regulated, is known to

pose or suspected of posing a threat to the health or safety of those coming into contact with such materials or substances.

(b) The term "Environmental Laws" shall mean any federal, state or local laws, statutes, ordinances, regulations or policies relating to the environment, health and safety, any hazardous materials (including without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions applicable to the Property, including, without limitation, soil, subsurface and ground water conditions.

(c) The term "Adverse Environmental Conditions" shall mean conditions existing or which existed in the past on or in the vicinity of the Property owned or operated by the Seller with respect to the air, soil, surface waters, ground waters or stream sediments. Included, but not limited thereto, are conditions which may pose a threat to human health or the environment, may require remedial action and/or may result in nonparties to this Contract including, without limitation, governmental entities.

## ARTICLE V

### Information, Representations and Warranties

5.1 Information. Seller shall not later than five (5) business days after the Effective Date hereof, deliver to the City legible, accurate and complete copies of the following (the "Delivery Items"):

(a) The most recent ad valorem tax statements from all taxing authorities having jurisdiction over the Property for the prior year and to the extent the current year's bills are not available, the current valuation notice.

(b) A list and copies of all leases, contracts and agreements affecting the Property or any portion thereof and a summary of all maintenance obligations related to the Property as required in the Declaration or otherwise.

(c) Existing site plans, surveys, soil and substrata studies, architectural renderings environmental reports, engineering plans and studies, landscape plans and other plans, diagrams or studies of any kind, if any, in Seller's possession, which relate to the Land or the Improvements, together with all documents relating or pertaining to all warranties and guaranties of construction.

(d) Copies of all documents and records and any other information in Seller's possession or control (or available to Seller) or of which Seller has actual notice concerning any investigation, study, report, inquiry, lawsuit or proceeding pertaining to the existence of Hazardous Materials affecting the Property or affecting properties adjacent to or in the vicinity of the Property. Such documents, records and information include without limitation, environmental audits, environmental risk assessments or site assessments, documentation regarding off-site disposal of Hazardous Materials, spill control plans, and environmental agency and third-party reports and investigations, claims, citations, pleadings, correspondence or other communications in Seller's

possession or control. During the period from the Effective Date until the Closing, Seller shall have an ongoing obligation to provide to the City copies of any such additional documents which come into the possession or control or become available to Seller subsequent to the date hereof within five (5) business days of any such document, record or information becoming available to Seller.

The City and its authorized representatives shall have the right to inspect the Property during reasonable business hours (with advance notice to Seller and opportunity for Seller or Seller's representatives to accompany the City). Seller thereby agrees to give the City its reasonable cooperation and to confirm when requested by the City the accuracy of the information relied upon by the City.

5.2 Representations and Warranties of Seller. Seller hereby represents and warrants as of the date hereof and as of the Closing Date that:

(a) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has not received any written notice, and has no actual knowledge, that any such proceeding is contemplated.

(b) There are no leases, occupancy agreement, or contracts outstanding which affect any portion of the Property or its operation, other than those which will be supplied by Seller pursuant to Section 5.1 hereof.

(c) Seller has received no notice that the continued ownership, operation, use and occupancy of the Property violates any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenant.

(d) To Seller's actual knowledge, no work has been performed or is in progress by Seller at and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof, or, if any has, same will be satisfied at or prior to Closing.

(e) To Seller's actual knowledge, Seller is not prohibited from consummating the transaction contemplated in the Contract, by any law, regulation, agreement, instrument, restriction, order or judgment.

(f) Seller is duly organized, validly existing and in good standing under the laws of the state of its origin. Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual of Seller who executes and delivers this Contract and all documents to be delivered to the City hereunder is and shall be duly authorized to do so.

(g) There are no adverse parties in possession of the Property or any part thereof and no parties in possession thereof except Seller and no party has been granted any license, lease, or other right relating to the use or possession of the Property except as otherwise provided herein.

(h) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or to Seller's actual knowledge, pending against Seller or the Property.

(i) There are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof.

(j) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

(k) To Seller's actual knowledge, Seller has complied with all subdivision or lot split requirements necessary for Seller's conveyance of the Property to the City.

(l) To Seller's actual knowledge, there are no actions, suits, claims, proceedings or causes of action which are pending or have been threatened or asserted in writing against, or are affecting, Seller or the Property or any part thereof in any court or before any arbitrator, board or governmental or administrative agency or other person or entity which might have a material adverse effect on the Property or any portion thereof.

(m) Seller is not aware of any pending or threatened rezoning of all or any part of the Property.

Any representations made to the knowledge of Seller (whether "best" or "actual") shall include the knowledge of Seller and its officers and employees. All of Seller's warranties and representations shall survive any inspection or investigation made by or on behalf of the City and shall not merge with delivery of the General Warranty Deed specified in Section 7.2(a) but survive delivery of said deed.

## ARTICLE VI

### Conditions Precedent to City's Obligation to Close

6.1 The City's obligation to consummate the transactions contemplated hereunder is conditioned upon satisfaction of each of the following conditions at or prior to the Closing (or such earlier date as is specified with respect to a particular condition):

(a) The condition of the Property shall meet the approval of the City, in its sole judgment and discretion, upon on-site inspections of the Property to be made by the City or its representative during a period of sixty (60) days commencing on the Effective Date (the "Inspection Period"). Inspections of the Property by the City or its representatives are to be conducted in such a manner as not to physically damage the Property or unreasonably interfere with the usual operation of the Property by Seller. If, during the course of its inspection, the City should conclude that the Property or any

component thereof is not satisfactory to the City or does not meet standards desired by the City in its sole discretion, then the City may, for any of the above reasons or for no reason, terminate this Contract by written notice to Seller within the Inspection Period. If the City fails to notify Seller in writing of its disapproval within the Inspection Period, this condition shall be deemed satisfied and waived.

(b) The City shall be satisfied with the title and survey of the Property.

(c) The interests described in Section 3.5 shall be resolved to City's satisfaction.

(d) None of the representations and warranties of Seller set forth in Article V hereof shall be untrue or inaccurate in any material respect. Seller will provide City with an update of its Article V representations and warranties at Closing.

In the event that all of the above conditions are not satisfied at or prior to the Closing (or such earlier date as is specified with respect to a particular condition), the City may terminate this Contract by written notice to Seller and shall have no further obligations hereunder.

## ARTICLE VII

### Closing

7.1 Time and Place of Closing. Provided that all of the conditions of this Contract shall have been satisfied or waived prior to or on the Closing Date (herein so called), the Closing (herein so called) of this transaction shall take place at the Title Company within ten (10) days following the expiration of the Inspection Period.

7.2 Events of Closing. At the Closing:

(a) Seller shall:

(i) Deliver to the City a General Warranty Deed in form reasonably acceptable to the Title Company, the City and Seller, duly executed and acknowledged by Seller, conveying to the City the Land in indefeasible fee simple free and clear of any lien, encumbrance or exception other than the Permitted Exceptions.

(ii) Deliver the Policy of Title Insurance described in Article III hereof issued by the Title Company conforming to the requirements of Article III above insuring the City's title in indefeasible fee simple containing no exceptions other than the Permitted Exceptions.

(iii) Deliver possession of the Property (subject only to the Permitted Exceptions).

(iv) Deliver such evidence of the authority and capacity of Seller and its representatives as the Title Company may reasonably require.

- (v) Deliver the Tax Affidavit.
  - (vi) Deliver the updated Certificate of Representations and Warranties.
  - (vii) All other documents reasonably necessary or appropriate to consummate this transaction.
- (b) The City shall:
- (i) Deliver to Title Company such evidence of the authority and capacity of the City and its representatives as Seller or the Title Company may reasonably require.

7.3 Expenses. The City shall pay the escrow fee charged by the Title Company, the premium for the Owner's Policy of Title Insurance, the cost of obtaining the Survey, if any, its proportionate share of the prorations as set forth in Section 7.4 hereof, the cost of any endorsements to the Owner's Title Policy, the Environmental Audit, the recording fees for its Warranty Deed and its own attorneys' fees. Seller shall pay its proportionate share of the prorations as set forth in Section 7.4 hereof and its own attorneys' fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

7.4 Prorations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., Basehor, Kansas time, on the day of Closing, as if the City were vested with title to the Property during the entire day upon which Closing occurs:

- (i) any taxes; and
- (ii) any assessments.

(b) Notwithstanding anything contained in the foregoing provision:

(i) Any taxes paid at Closing shall be prorated based upon the amounts actually paid.

(c) In connection with the proration of real and property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, the proration shall be based upon the tax figures from the preceding year. The parties agree that such proration will be readjusted between the parties, outside of Closing, if necessary, based upon the final tax bill for the year in which Closing occurs. Seller shall, on or before the Closing Date, furnish to the City and the Title Company all information necessary to compute the prorations provided for in this Section.

## ARTICLE VIII

### Damage to Property and Condemnation

8.1 Seller agrees to give City prompt notice of any casualty affecting the Land or Improvements between the date hereof and the Closing Date or of any actual or threatened taking or condemnation of all or any portion of the Land or Improvements. If prior to the Closing there shall occur:

- (a) damage to the Property caused by casualty, or
- (b) the taking or condemnation of all or any portion of the Property,

then in any such event the City may at its option terminate this Contract by written notice to Seller within twenty (20) days after City has received the notice referred to above or at the Closing, whichever is earlier and shall no further obligations hereunder. If the City does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the purchase price, and there shall be assigned to the City at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award and further, if same be insufficient to pay the actual loss, Seller will pay such deficiency to the City on demand.

## ARTICLE IX

### Termination, Default and Remedies

9.1 Permitted Termination. If this Contract is terminated by either party pursuant to a right expressly given it to do so hereunder ("Permitted Termination"), then neither party shall have any obligations going forward. If Closing has not occurred within 90 days of the Effective Date, either party may terminate this Contract, or this Contract may be extended as agreed upon by the parties.

9.2 Default by Seller. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

- (a) any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect; or
- (b) Seller shall fail to meet, comply with or perform any material covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination and fails to cure such default within ten (10) days of written notice of such default from the City.

If Seller defaults hereunder, the City may, at its option, do either of the following as its sole and exclusive remedy:

- (i) terminate this Contract by written notice delivered to Seller at or prior to the Closing, whereupon the this Contract shall terminate and neither party shall have any rights or obligations hereunder; or

(ii) enforce specific performance of this Contract against Seller.

9.3 Attorney's Fees. If it shall be necessary for either the City or Seller to employ an attorney to enforce its rights pursuant to this Contract because of the default of the other party, the defaulting party shall reimburse the nondefaulting party for reasonable attorney's fees.

## ARTICLE X

### Interim Responsibilities of Seller

10.1 Seller agrees that during the period between the date of this Contract and the Closing Date and except as contemplated in Sections 3.4 and 3.5:

(a) Seller shall maintain the Property in the same fashion as has been Seller's custom and shall keep and perform all obligations of owner of the Property under any Permitted Exceptions, applicable laws and any mortgage(s) applicable to the premises.

(b) Seller shall not enter into, amend, waive any rights under, terminate or extend any document or instrument affecting title to the Property without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Seller shall not change the grade or other physical characteristics of the Property in any respect unless the City shall have given its prior written approval to such change.

(d) Seller shall not enter into any agreement with respect to the leasing, operation or maintenance of any portion of the Property which will survive Closing, without the prior written consent of the City.

(e) Seller will maintain Seller's existing insurance coverage with respect to the Property from the date hereof through the Date of Closing or earlier termination of this Contract.

All risk of loss shall be borne by Seller until acceptance by the City of delivery of Seller's deed at the Closing.

## ARTICLE XI

### Brokerage Commission

11.1 Each party represents that it has not engaged a broker or realtor with respect to this Contract or the transaction contemplated hereto. Each party agrees to indemnify and hold the other party harmless from any loss, liability, damage, cost or expense (including, without limitations reasonable attorney's fees) actually paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party

claiming by, through or under the indemnifying party, to the extent permitted by the laws of the State of Kansas.

## ARTICLE XII

### Miscellaneous

12.1 No Assumption of Seller's Liabilities. The City is acquiring only the Property from Seller and is not the successor of Seller. The City does not assume or agree to pay, or indemnify Seller or any other person or entity against, any liability, obligation or expense of Seller or relating to the Property in any way except only to the extent, if any, herein expressly and specifically provided.

12.2 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed delivered upon *both* (i) deposit by express mail or with a nationally recognized overnight courier for next business day delivery; and (ii) posting by fax with confirmed electronic receipt and addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section:

To Seller: Kathleen A. Bryant

If to the City: City of Basehor, Kansas  
Attn: City Clerk  
PO Box 406  
Basehor, KS 60007

With a Copy to: White Goss  
4510 Belleview Avenue, Suite 300  
Kansas City, MO 64111-3538  
Attn: Shannon M. Marcano, Esq.  
Fax: (816) 753-9201

12.3 Survival. All warranties, representations and agreements contained herein or arising out of the sale of the Property by Seller to the City shall survive delivery of Seller's Warranty Deed and the Closing hereof.

12.4 Governing Law, Venue. The laws of the State of Kansas shall govern the validity, enforcement, and interpretation of this Contract.

12.5 Integration; Modification; Waiver. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by

an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought.

12.6 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

12.7 Headings, Construction. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Contract shall refer to the entire Contract and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

12.8 Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

12.9 Binding Effect. This Contract shall be binding upon and inure to the benefit of Seller and the City, and their respective heirs, personal representatives, successors and assigns. The City may assign its rights under this Contract to an affiliate but will not be relieved of its duties without Seller's written consent. Upon acceptance of any assignment by the assignee and the assumption of the City's obligations hereunder, the City shall be relieved of all duties and obligations hereunder. Seller shall not assign its interest hereunder without the prior written consent of the City, except that Seller may assign its interest in this Contract in connection with a conveyance of the Property to any entity owned or controlled by Seller, provided and so long as (i) the transfer of the Property is expressly subject to this Contract and any such transferee assumes in writing the obligations of Seller hereunder and acknowledges and agrees that it is bound by and subject to this Contract with respect to the Property, and (ii) no such transfer shall release Seller of its primary liability hereunder. Except as expressly provided herein, nothing in this Contract is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Contract.

12.10 Further Acts. In addition to the acts recited in this Contract to be performed by Seller and the City, Seller and the City agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

12.11 Date of Contract. The date of this Contract shall for all purposes be the date of the signature of the last party to sign this Contract.

12.12 Indemnity as to Lawsuits. Seller agrees to indemnify and hold the City harmless of and from any and all liability, loss, damage or expense (including attorneys' fees) as a result of any action, suit, proceeding, claim or lien by a third party affecting the Land or Improvements, or any portion thereof, or any leases, contracts and/or services related thereto, in relation to which the facts which give rise to such action, suits or proceedings arose or occurred prior to the Closing Date to the extent permitted by the laws of the State of Kansas. The City agrees to indemnify and hold Seller harmless of and from any and all liability, loss, damage or expense (including attorney's fees) as a result of any action, suit, proceeding, claim or lien by a third party affecting the Land or Improvements, or any portion thereof, or any leases, contracts and/or services related thereto, in relation to which the facts which give rise to such action, suits or proceedings arose on or occurred subsequent to the Closing Date to the extent permitted by the laws of the State of Kansas. The provisions of this section shall survive closing. Notwithstanding the foregoing, this indemnity shall not apply to claims brought by third parties under the Environmental Laws against the City so that the City will not have a contractual claim hereunder against Seller, but this provision shall not affect the City's rights against Seller under the statutes, laws, ordinances, rules, regulations and common law applicable to any such third-party claim.

12.13 Confidentiality. Seller and the City agree that the terms and conditions of this Contract shall not be disclosed by them to any other person or entity other than legal counsel, the Title Company or Seller's or the City's accountants prior to Closing without the prior written consent of the other, other than for the purpose of carrying out this Contract. The parties covenant and agree that any attorneys and accountants to whom the terms of this Contract are communicated shall be obligated in like manner not to communicate the terms and provisions hereof to others. The City agrees to keep all of the information delivered to it by Seller confidential and to disclose it to only those consultants necessary to perform the City's obligations under the Contract. The City covenants and agrees that any party to whom such information is disclosed shall be obligated in like manner not to communicate the terms and provisions of the information to others. If this transaction fails to close for any reason other than Seller's default, the City shall return all of the information to Seller immediately.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed on the dates set forth below.

Kathleen A. Bryant

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF BASEHOR, KANSAS

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

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

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°00'00" East for a distance of 300.00 feet along the East line of said Southeast 1/4; thence South 89°17'19" West for a distance of 436.00 feet; thence North 00°0'00" East for a distance of 300.00 feet to the North line of said Southeast 1/4; thence North 89°17'19" East for a distance of 436.00 feet along said North line to the point of beginning, less any part thereof taken for road purposes.







City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 8

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**Topic:** Kansas Pride Program annual application/Resolution 2015-02

**Action Requested:** Approve Resolution 2015-02 showing that the City supports the Kansas Pride Program

**Narrative:** Kansas PRIDE is dedicated to serving communities across the state to encourage and assist local government and volunteers in making their community a better place to live and work. Each year Kansas Pride Program requires that an application be submitted along with a passed resolution showing that the City supports the program. Chuck Wilderson is the Chairperson for our Pride Program and will be submitting the application for 2015.

**Presented by:** Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Approve Resolution 2015-02

**Committee Recommendation:** N/A

**Attachments:** Kansas Pride Program  
Resolution 2015-02

**Projector needed for this item?**

No

**RESOLUTION NO. 2015-02**

**A RESOLUTION PLEDGING SUPPORT, ENDORSEMENT, AND COOPERATION FOR THE 2015 KANSAS PRIDE PROGRAM**

**WHEREAS**, local municipal government has a responsibility to develop the capacity to undertake a viable community development effort; and

**WHEREAS**, community development needs and problems can best be determined and solved through a cooperative effort between elected officials and those citizens they represent; and

**WHEREAS**, the Kansas PRIDE Program, co-administered by the Kansas Department of Housing Resources Corporation and K-State Research and Extension, has been reviewed and found to be a means to improve our community; and

**WHEREAS**, the Mayor and City Council wish to pledge their full support, endorsement, and cooperation in carrying out the requirements of the Kansas PRIDE Program.

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

**Section 1.** That the city of Basehor urges its citizens to join this effort and hereby declares the city of Basehor to be an official entrant in the PRIDE Program for the year of 2015.

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

PASSED by the Governing Body this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

[SEAL]

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

ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

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

# MEMO

Date: January 20, 2015

To: Governing Body

From: Lloyd Martley, Chief of Police/City Administrator

Ref: Kansas Pride Program

## Building Better Communities

The Kansas PRIDE Program is a partnership of K-State Research and Extension, the Kansas Department of Commerce, and Kansas PRIDE, Inc.

Kansas PRIDE is dedicated to serving communities across the state to encourage and assist local government and volunteers in making their community a better place to live and work.

Through the PRIDE program, local communities identify what they would like to preserve, create, or improve for their future. Then, working with the resources of K-State Research & Extension and the Kansas Department of Commerce, community volunteers pull together to create their ideal community future.

The Kansas PRIDE program is a volunteer, grassroots effort to improve the quality of life in local communities. Each Kansas community is unique and shares a common bond: a rich heritage based on self-reliance and community pride. Since 1970, the Kansas PRIDE program has assisted and encouraged communities to prepare for the future by building on their past and forming a vision of the future. The goal of PRIDE is to help maximize community and economic development efforts by encouraging all groups to coordinate and work collaboratively for community betterment.

*Since 1970, the Kansas PRIDE program has assisted and encouraged communities to prepare for the future by building on their past and forming a vision of the future.*

For over 40 years, the PRIDE program has grown and evolved, like our Kansas communities, to help meet their ever changing needs. The constant challenge to remain viable and provide a high quality of life can be achieved through the comprehensive PRIDE approach. PRIDE involvement can cover a wide range of activities to meet commonly identified community needs. Through participation in the community development planning process, Kansas communities have worked to involve youth in community betterment projects, retain grocery stores and cafes, develop community celebrations, implement recycling programs, establish food pantries and social services, and a myriad of other projects to improve the local quality of life.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 9

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**Topic:** City Administrator report – Leavenworth Road (City Park to 155<sup>th</sup> Street) sidewalk project outline and update.

**Action Requested:** NONE – Update only

**Narrative:** In August 2014, staff presented council a proposed sidewalk improvement project on Leavenworth Road (City Park to 155<sup>th</sup> Street). Council directed staff to start moving forward with this project and I am providing a preliminary project schedule.

**Presented by:** Lloyd Martley, Chief of Police/City Administrator  
Gene Myracle, City Superintendent  
Mitch Pleak, City Engineer

**Administration Recommendation:** N/A

**Committee Recommendation:** N/A

**Attachments:** Preliminary proposed project list

**Projector needed for this item?**

No

# MEMO

Date: January 20, 2015

To: Governing Body

From: Lloyd Martley, Chief of Police/City Administrator  
Gene Myracle, City Superintendent  
Mitch Pleak, City Engineer

Ref: Leavenworth Road (City Park to 155<sup>th</sup> Street) Sidewalk Improvement Project

At the regular council meeting on August 18, 2014, staff presented to council a proposed sidewalk improvement project on Leavenworth Road (City Park to 155<sup>th</sup> Street). The following is an outline of the project and tentative project schedule.

- The project will consist of approximately 2,940 lineal feet of sidewalk, drainage improvements, and vicinity improvements.
- We have talked with David Howard (USD 458 Superintendent) and he is in support of the project and has committed to helping fund the portion of sidewalk that is in front of the grade school from 155<sup>th</sup> and Leavenworth Road to the schools western property line.
- Land Acquisitions
- Utility Relocations

Tentative schedule for this project as of January 2015 is as follows:

## **Schedule**

March 5, 2015	RFP Due at 4:00 PM
March 30, 2015	Notify Firm (s) of Project Selection (or interview selection)
April 17, 2015	Scope, contract, and fees due from top ranked firm
May 18, 2015	Contract Award by City Council
May 19, 2015	Notice to proceed to consultant
August 18, 2015	Concept Design Plans due to City
September 22, 2015	Notify Firm of Concept Design Selection
December 15, 2015	Preliminary Plans due to City
January 26, 2015	Right-of-Way/Easement documents to City
June 7, 2016	Final Plans
August 1, 2016	Letting for construction

Please note this is a tentative project schedule and is subject to change.

NO  
PARKING  
THIS  
SIDE

