AGENDA
BASEHOR CITY COUNCIL
February 17, 2016 - 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
   c. City of Basehor 401 (a) Plan and Trustee appointment
   d. Planning Commission Meeting Dates – Ordinance No. 662
   e. USD #458 Sewer Release Agreement

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 - *None at this time*

5. **City Administrator's Report**
6. **Council Members Report**
7. **Mayor's Report**
8. **Executive Session** *(if needed)*
9. **Adjournment**

Per K.S.A. 75-438 the City Council Meeting agenda is available for review at Basehor City Hall, 2620 North 155th Street.

Minutes
Basehor City Council Meeting
Basehor City Hall, January 19, 2016

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

Mayor David K. Breuer called the meeting to order at 7:00 p.m.

Council Members present: David K. Breuer, Travis Miles, Dick Drennon, Vernon Fields, Ty Garver and Rae Anderson Nicholson.

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

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

   a. City Council Minutes
   b. Treasurer's Report

Councilman Fields moved to approve the consent agenda and Councilwoman Nicholson seconded. The motion passed unanimously, 5-0.

3. Call to Public –
Elaine Bundy – Opposed changing the meeting dates from Monday to Wednesday. Ms. Bundy stated it has always been on Monday and she didn't see a need to change. She also stated she had spoken with Gene Tate and Vernon Fields about the change.

4. Unfinished Business – *None at this time*

New Business

5. Prairie Lakes Estates Replat – Ordinance No. 663
Councilman Miles moved to approve the replat of Prairie Lakes Estates, Ordinance No. 663 and Councilman Garver seconded. The motion passed unanimously, 5-0.

6. High Point Downs Preliminary Plat – Ordinance No. 664
Councilman Garver moved to approve the preliminary plat of High Point Downs, Ordinance No. 664 and Councilman Drennon seconded. The motion passed unanimously, 4-0, Councilwoman Nicholson abstained due to the fact that she lives in that subdivision.

7. City Council Regular Meeting Dates – Ordinance No. 665
Councilman Miles moved to approve the change of the meeting dates, Ordinance No. 665 and Councilwoman Nicholson seconded. The motion passed unanimously, 5-0.

8. Official City Publication Paper – Resolution 2016-01
Councilman Drennon moved to approve the official City publication to be the Leavenworth Times, Resolution 2016-01 and Councilman Garver seconded. The motion passed unanimously, 5-0.

9. City Administrator's Report
Mr. Martley stated that the Leavenworth Times would be publishing an article about the passing of Resolution 2016-01 and that the City will be looking forward to working with the publication.

10. Council Members Report
Vernon Fields
Mr. Fields stated that by changing the meeting date to Wednesday's the City would avoid the rescheduling of five meetings in 2016 and three in 2017. He stated that the change is different and it will take some time to adjust to; but it was being done with careful planning and consideration.

Mr. Fields also talked about MARC (Mid America Regional Council) funding for trails, sidewalks and parks. That he met with a planning commissioner to find eligible areas for funding and even the possibility of purchasing land for future park development. Mr. Fields stated that 51% of the respondents on the City survey back in 2012 said that parks and trails were a high priority. He was going to keep looking for land possibilities before meeting with MARC to request help with funding.

Ty Garver
Mr. Garver concurred with Vernon about the change and stated that the changes could be a positive and based on the limited involvement from the public the change might encourage more people to get involved. Mr. Garver also commented on how the sales tax has risen 50% over the last five years and it is a good indicator of how strong the City is.

Dick Drennon
Mr. Drennon asked about the City's involvement with LCDC (Leavenworth County Development Corporation) and asked if they are looking for ways to help our City grow. Mr. Martley stated the LCDC does work with the City but that LCDC's main focus is on industrial development and not commercial. Mr. Martley also informed Mr. Drennon that if they are contacted about proposed projects and LCDC feels Basehor would be a good fit, that they will contact the City.

Travis Miles
Mr. Miles Suggested that the City look into purchasing Basehorinfo domain for possible future use as a means of getting information out to the public or finding a way to link up the basehorinfo website to the City's website.

11. Mayor's Report
The Mayor concurred with Mr. Garver about how the sales tax in our City continues to grow; and stated that sales tax can often move up and down and the City shouldn't spend all that money or always count on it being as good as it is today.

Mayor also agreed with Mr. Fields about how important the trails are. Mayor said it will certainly add to the quality of life for our residents and thanked Mr. Fields for working with MARC in trying to find funding opportunities for the City.

12. Executive Session - *None at this time*

13. Adjournment
Councilman Miles moved to adjourn regular meeting at 7:35 p.m. and Councilman Garver seconded. Motion passed unanimously, 5-0.

_____
David K. Breuer, Mayor

Attest:

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

CITY OF BASEHOR
JANUARY 2016 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,912,231	$734,010	$143,862	5%
Special Park	$88,000	$832	$0	0%
Sewer	$1,794,456	$213,801	$20,966	1%
Cedar Lake Maintenance	$40,000	$5	$1,013	3%
Bond & Interest	$866,112	$508,255	$446	0%
Solid Waste	$322,275	$28,519	$3,927	1%
Special Highway	$1,175,000	$78,392	$0	0%
Municipal Equipment Reserve	$175,000	$71	$0	0%
Capital Improvement	$966,466	$10,594	$12,729	1%
Employee Benefit	$618,804	$235,080	$72,236	12%
LCSD#3	$33,000	$10	$2,211	7%

Department

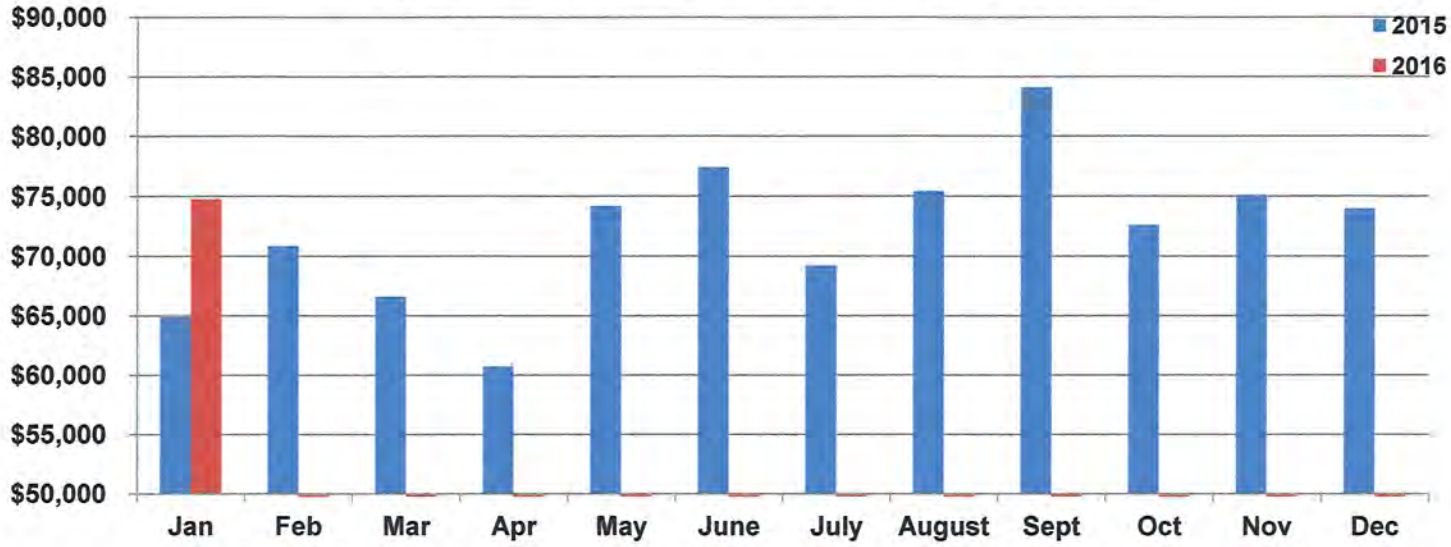
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	$378,219	$22,331	$355,888	6%
Street	$237,316	$11,620	$225,696	5%
Governing Body	$537,800	$19,465	$518,335	4%
Police	$924,651	$63,378	$861,273	7%
Facilities	$146,913	$4,594	$142,319	3%
Administrator	$249,506	$2,397	$247,109	1%
Park & Recreation	$74,942	$1,960	$72,982	3%
Miscellaneous	$162,700	$6,875	$155,825	4%
HR	$27,600	$1,032	$26,568	4%
Planning	$172,584	$10,212	$162,372	6%

**MISC includes transfers out of general fund into MERF, Sewer, and Capital Improvemer

MONTHLY SALES TAX COLLECTIONS 2012-2016

	2012	2013	2014	2015	2016	Monthly Diff. '15 - '16	% Difference	2015 YTD	2016 YTD	Diff. '15 -'16	% Difference
Jan	57,962.61	55,854.63	57,521.05	64,945.65	74,803.28	9,857.63	13.2%	64,945.65	74,803.28	9,857.63	13.2%
Feb	48,668.43	50,846.50	61,331.66	70,869.41				135,815.06			
Mar	51,596.39	50,846.50	54,298.46	66,612.89				202,427.95			
Apr	42,372.82	48,009.19	59,434.83	60,756.14				263,184.09			
May	50,639.59	53,986.75	59,679.42	74,209.84				337,393.93			
June	55,921.34	60,215.87	66,757.64	77,452.56				414,846.49			
July	49,304.00	56,140.33	66,800.72	69,216.07				484,062.56			
Aug	55,484.63	60,644.35	63,635.42	75,424.27				559,486.83			
Sept	62,953.65	59,886.19	67,381.62	84,096.74				643,583.57			
Oct	57,986.12	59,634.13	75,075.03	72,635.93				716,219.50			
Nov	59,821.88	58,067.36	69,812.32	75,123.36				791,342.86			
Dec	49,586.00	58,821.13	67,635.00	73,979.24				865,322.10			
	642,297.46	672,952.93	769,363.17	865,322.10	74,803.28						
2016 TDD	$2,763.66										
2015 TDD	$31,717.59										

2015-16 Month to Month Comparison



SOLID WASTE FUND HIGHLIGHTS

For the Month of January 2016

MONTH	2015 SOLID WASTE COUNT	2016 SOLID WASTE COUNT	% DIFFERENCE
January	1,847	1,973	6.39%
February	1,852		
March	1,866		
April	1,891		
May	1,911		
June	1,926		
July	1,932		
August	1,946		
September	1,953		
October	1,954		
November	1961		
December	1969		
AVERAGE	1,917	1,973	6.39%

MONTH	2015 SOLID WASTE BILLED	2016 SOLID WASTE BILLED	% DIFFERENCE
January	$25,963.34	$27,792.02	6.58%
February	$26,060.62		
March	$26,221.64		
April	$26,404.12		
May	$26,756.19		
June	$26,956.84		
July	$27,320.41		
August	$27,233.52		
September	$27,376.36		
October	$27,514.14		
November	$27,701.83		
December	$27,751.72		
TOTAL	$323,260.73	$27,792.02	

MONTH	2015 AVERAGE BILL	2016 AVERAGE BILL	% DIFFERENCE
January	$14.06	$14.09	0.21%
February	$14.07		
March	$14.05		
April	$13.96		
May	$14.00		
June	$14.00		
July	$14.14		
August	$13.99		
September	$14.02		
October	$14.08		
November	$14.13		
December	$14.09		
AVERAGE	$14.05	$14.09	0.29%

SEWER FUND HIGHLIGHTS

For the Month of January 2016

MONTH	2015 SWR COUNT	2016 SWR COUNT	% DIFFERENCE
January	1960	2077	5.63%
February	1960		
March	1971		
April	1997		
May	2017		
June	2032		
July	2037		
August	2055		
September	2065		
October	2057		
November	2065		
December	2073		
AVERAGE	2024	2077	

MONTH	2015 SWR BILLED	2016 SWR BILLED	% DIFFERENCE
January	$98,315.70	$103,888.24	5.67%
February	$99,121.87		
March	$98,797.47		
April	$98,845.10		
May	$102,569.87		
June	$103,045.89		
July	$102,504.86		
August	$103,973.82		
September	$104,665.79		
October	$105,097.52		
November	$104,622.86		
December	$103,882.70		
TOTAL	$1,225,443.45	$103,888.24	

MONTH	2015 AVERAGE SWR BILL	2016 AVERAGE SWR BILL	% DIFFERENCE
January	$50.16	$50.02	-0.28%
February	$50.57		
March	$50.13		
April	$49.50		
May	$50.85		
June	$50.71		
July	$50.32		
August	$50.60		
September	$50.69		
October	$51.09		
November	$50.66		
December	$50.11		
AVERAGE	$50.45	$50.02	-0.85%

01/14/2016 CHECK REGISTER FOR CITY OF BASEHOR
CHECK DATE FROM 01/01/2016 - 01/14/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
01/12/2016	1	23072	KIANN SPRADLIN	CITY PROSECUTOR/JANUARY 2016	400.00
01/12/2016	1	23073	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY/JANUARY 2016	400.00
01/12/2016	1	23074	WILLIAM E. PRAY	JUDGE/JANUARY 2016	450.00
01/14/2016	1	1093(E)	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/LTD/STD-JANUARY	688.93
01/14/2016	1	1094(E)	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INS/JANUARY	19,088.53
01/14/2016	1	1095(E)	DELTA DENTAL OF KANSAS	GROUP DENTAL INS/JANUARY	1,592.49
01/14/2016	1	1096(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
01/14/2016	1	1097(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	8,958.25
01/14/2016	1	1098(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,245.19
01/14/2016	1	1099(E)	PITNEY BOWES RESERVE ACCT	REFILL CITY POSTAGE METER	100.00
01/14/2016	1	1100(E)	VISION SERVICES PLAN	GROUP VISION INS	497.10
01/14/2016	1	23075	BASEHOR CHAMBER OF COMMERCE	2016 CARE COUNCIL DONATION	1,000.00
01/14/2016	1	23076	BASEHOR DAIRY DAYS FESTIVAL	2016 CARE COUNCIL DONATION	4,750.00
01/14/2016	1	23077	BASEHOR HISTORICAL SOCIETY	2016 CARE COUNCIL DONATION	1,500.00
01/14/2016	1	23078	BASEHOR PRIDE	2016 CARE COUNCIL DONATION	5,000.00
01/14/2016	1	23079	BASEHOR VFW POST 11499	2016 CARE COUNCIL DONATION	1,000.00
01/14/2016	1	23080	BASEHOR-LINWOOD ASSISTANCE SER	2016 CARE COUNCIL DONATION	1,500.00
01/14/2016	1	23081	DENNIS DUMOVICH	MONTHLY HR SUPPORT/JANUARY	500.00
01/14/2016	1	23082	E. EDWARDS WORK WEAR	2016 SAFETY SHOES/MYRACLE	206.99
01/14/2016	1	23083	KANSAS MAYORS ASSOCIATION	MBRSHP/MAYOR DAVID BREUER	50.00
01/14/2016	1	23084	KANSAS MUNC INSURANCE TRUST	2016 WORKERS COMP INS PREM	28,084.00
01/14/2016	1	23085	LCDC	ANNUAL MTG/1-15-16	150.00
01/14/2016	1	23086	LCDC	2016 ANNUAL FUNDING	8,913.00
01/14/2016	1	23087	LEAGUE OF KS MUNICIPALITIES	2016 CITY MBRSHP/KS GOVT JRNL	2,622.02
01/14/2016	1	23088	OMNISITE	1 YR WIRELESS SVC/9 LIFTSTNS/2016	2,700.00
01/14/2016	1	23089	SLCLD	2016 CARE COUNCIL DONATION	250.00
01/14/2016	1	23090	WESTAR ENERGY	ELECTRIC USAGE/STREET LIGHTS	4,052.29
01/14/2016	1	23091	AMANDA SMITH	YOUTH SPORTS REBATE X 2	82.50

1 TOTALS:

Total of 28 Checks:	97,982.06
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	97,982.06

**(E)=EFT Checks-Online Payments

1-14-16
Lloyd Martley
City Administrator

Katherine M. Renn 1-14-16
Katherine Renn
City Clerk

Kristi Olson 1/14/16
Kristi Olson
City Treasurer

CHECK DATE FROM 01/29/2016 - 01/29/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
01/29/2016	1	1101(E)	AFLAC	EMP CAFETERIA PLAN/JANUARY	1,108.56
01/29/2016	1	1102(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
01/29/2016	1	1103(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	6,843.61
01/29/2016	1	1104(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,253.38
01/29/2016	1	1105(E)	WRIGHT EXPRESS	FLEET FUEL CHARGES/DEC	1,454.35
01/29/2016	1	23092	ALLEN, GIBBS & HOULIK, LC	CONTRACT FINANCE SVCS/11-30 TO 12-2-15	400.00
01/29/2016	1	23093	BASEHOR CHAMBER OF COMMERCE	MEMBERSHIP DUES/COB	100.00
01/29/2016	1	23094	BRANDT FABRICATING	VEHICLE REPAIRS/F-450 DUMP TRUCK	1,139.00
01/29/2016	1	23095	BUSHYHEAD LLC	CONTRACT LEGAL AMOUNT (12/1/15-12/30/15)	3,997.50
01/29/2016	1	23096	CONS RURAL WATER DISTRICT #1	WATER USAGE	195.56
01/29/2016	1	23097	DESIGN ENERGY GROUP	CODE REVIEW/LEGACY SENIOR RESIDENCE	1,580.00
01/29/2016	1	23098	HAYNES EQUIPMENT CO	FIX GRINDER PUMP-CL; NEW GRINDER PUMP-GW	3,223.82
01/29/2016	1	23099	KACM/COURT	KACM MEMBERSHIP X 2	100.00
01/29/2016	1	23100	KANSAS BUREAU OF INVESTIGATION	LAB FEES/GOODWIN, T H	400.00
01/29/2016	1	23101	LEAVENWORTH COUNTY JAIL	JAIL BOARD/DECEMBER 2015	157.50
01/29/2016	1	23102	MARK LEE	REIMB FALL TUITION	2,709.00
01/29/2016	1	23103	MCAFEE HENDERSON SOLUTIONS	LV RD SIDEWALK PROJ/CITY PARK-155TH	10,133.92
01/29/2016	1	23104	SCHLAGEL & ASSOCIATES INC	DEC SVCS/DONAHOO ROAD PROJ	2,594.98
01/29/2016	1	23105	SPECTRA	H2S INHIBITOR/LIFT STATION	1,169.90
01/29/2016	1	23106	STEPHEN R MARSDEN	JANITORIAL SERVICE/JANUARY 2016	387.00
01/29/2016	1	23107	THE MIDDLE MAN INC	PHONE SAFETY BOX	39.99
01/29/2016	1	23108	TRAINING AT YOUR PLACE	FILE CLEAN UP	47.50

1 TOTALS:

Total of 22 Checks:	41,236.34
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	41,236.34

**(E)=EFT Checks-Online Payments

1/29/16
Lloyd Martley
City Administrator

Katherine M. Renn 1-29-16
Katherine Renn
City Clerk

Kristi Olson 1/29/16
Kristi Olson
City Treasurer

02/05/2016 CHECK REGISTER FOR CITY OF BASEHOR

CHECK DATE FROM 01/30/2016 - 02/05/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
02/05/2016	1	1106(E)	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/LTD/STD INS	736.53
02/05/2016	1	1107(E)	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INS/FEB	19,088.53
02/05/2016	1	1108(E)	DELTA DENTAL OF KANSAS	GROUP DENTAL INS/FEBRUARY	1,592.49
02/05/2016	1	1109(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
02/05/2016	1	1110(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	7,497.47
02/05/2016	1	1111(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,282.20
02/05/2016	1	1112(E)	PITNEY BOWES RESERVE ACCT	REFILL CITY POSTAGE METER	100.00
02/05/2016	1	1113(E)	VISION SERVICES PLAN	GROUP VISION INS	497.10
02/05/2016	1	23109	ATMOS ENERGY	GAS USAGE/PWD	1,205.79
02/05/2016	1	23110	BUSHYHEAD LLC	CONTRACT LEGAL AMOUNT (10/21 TO 10/30/15	472.50
02/05/2016	1	23111	DENNIS DUMOVICH	MONTHLY HR SUPPORT/FEBRUARY	500.00
02/05/2016	1	23112	KANSAS DEPARTMENT OF REVENUE	CMB STATE STAMP/CASEYS	25.00
02/05/2016	1	23113	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	2,090.00
02/05/2016	1	23114	KIANN SPRADLIN	CITY PROSECUTOR FEBRUARY 2016	400.00
02/05/2016	1	23115	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/WWTF & PWD	592.14
02/05/2016	1	23116	SAMUEL MUSTAIN	BOND REIMB/MUSTAIN	500.00
02/05/2016	1	23117	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEBRUARY 2016	400.00
02/05/2016	1	23118	WESTAR ENERGY	ELECTRIC USAGE	15,636.29
02/05/2016	1	23119	WILLIAM E. PRAY	JUDGE SALARY FEBRUARY 2016	450.00

1 TOTALS:

Total of 19 Checks:	55,266.81
Less 0 Void Checks:	0.00
Total of 19 Disbursements:	55,266.81

**(E)=EFT Checks-Online Payments

2/3/16
Lloyd Martley
City Administrator

Katherine M. Renn 2-5-16
Katherine Renn
City Clerk

Kristi Olson 2/5/16
Kristi Olson
City Treasurer

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item C

Topic: City of Basehor 401(a) Plan and Trustee appointment

Action Requested: Approve Resolution 2016-02 authorizing the execution of the City of Basehor, Kansas 401(a) plan and appointing the trustee of the plan.

Narrative: Per the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and other applicable guidance we must restate our plan to be in compliance. Resolution 2016-02 will also be appointing Lloyd Martley as our plan trustee. Currently our plan still shows our previous administrator as the trustee.

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

Administration Recommendation: Approve Resolution 2016-02

Attachments: Resolution 2016-02
City of Basehor 401(a) Plan Summary

Projector needed for this item?

No

RESOLUTION NO. 2016-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CITY OF BASEHOR, KANSAS 401 (A) PLAN AND APPOINTING THE TRUSTEE OF THE PLAN

WHEREAS, the City of Basehor (the "Employer") has maintained the City of Basehor, KS 401(a) Plan (the "Plan") since 10-1-2010 for the benefit of eligible employees.

WHEREAS, the Employer has decided to restate the above-referenced Plan to comply with the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and other applicable guidance.

WHEREAS, the Employer wishes to appoint the City Administrator, Lloyd Martley Jr., as Trustee of the Plan.

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

Section 1. That the Governing Body approves the City of Basehor, Kansas, 401 (a) Plan as a complete restatement of the prior Plan and hereby authorizes the City Administrator, Lloyd Martley, Jr., to execute the City of Basehor, Kansas, 401 (a) Plan, effective on January 1, 2016, appoints him as the Trustee of the Plan, and authorizes him to perform other actions necessary to implement the adoption of the Plan restatement, and to perform the actions necessary to administer the plan.

Section 2. That the Governing Body designates the City Administrator, Lloyd Martley, Jr., to perform all actions necessary to carry out the administration of the Plan.

Section 3. That Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Section 4. That a copy of the Plan shall be retained in the business office of the Employer.

Section 5. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 17th day of February, 2016.

SIGNED by the Mayor this 17th day of February, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Contract No. 752711-0001-0000

SUMMARY PLAN DESCRIPTION
FOR

City of Basehor, KS 401(a) Plan

1-1-2016

Massachusetts Mutual Life Insurance Company

Table of Contents

Article 1 ..... **Introduction**
Article 2 ..... **General Plan Information and Key Definitions**
Article 3 ..... **Description of Plan**
Article 4 ..... **Plan Contributions**
Article 5 ..... **Eligibility Requirements**
Article 6 ..... **Limit on Contributions**
Article 7 ..... **Determination of Vested Benefit**
Article 8 ..... **Plan Distributions**
Article 9 ..... **Plan Administration and Investments**
Article 10 ..... **Participant Loans**
Article 11 ..... **Plan Amendments and Termination**
Addendum ..... **Additional SPD Provisions**

OBTAINING INFORMATION ABOUT YOUR RETIREMENT BENEFITS UNDER THE PLAN

You have your own retirement account under the Plan to hold the contributions made on your behalf and to track the performance of the investments in your account. This booklet contains a summary of your rights and benefits under the Plan. In addition, the Addendum to this booklet describes how you can access information about your retirement account as well as other important information.

You should read this material carefully and keep it with your records for future reference.

City of Basehor, KS 401(a) Plan
SUMMARY PLAN DESCRIPTION

ARTICLE 1
INTRODUCTION

City of Basehor has adopted the City of Basehor, KS 401(a) Plan (the "Plan") to help its employees save for retirement. If you are an employee of City of Basehor, you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description.

This Summary Plan Description ("SPD") is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This Summary Plan Description contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this SPD and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this SPD and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

ARTICLE 2
GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this Summary Plan Description.

Plan Name: City of Basehor, KS 401(a) Plan

Plan Number: 001

Employer:

Name: City of Basehor

Address: 2620 ~~2820~~ N 155th Street
Basehor, KS 66007

Telephone number: (913) 724-1370

Employer Identification Number (EIN): 48-0732879

Plan Administrator:

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will allow you to review the formal Plan document and other materials related to the Plan.

The Employer listed above is acting as Plan Administrator. The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

Trustee:

All amounts contributed to the Plan are held by the Plan Trustee in a qualified Trust. The Trustee is responsible for the safekeeping of the trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. The trust established on behalf of the Plan will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The following is the name and address of the Plan Trustee(s):

- **Name:** Lloyd Martley Jr
  Address: ~~2820~~ 2630 N 155th Street
  City, State, Zip Code: Basehor, KS 66007

Service of Legal Process:

Service of legal process may be made upon the Employer. In addition, service of legal process may be made upon the Plan Trustee or Plan Administrator.

Effective Date of Plan:

This Plan is a restatement of an existing Plan to comply with current law. This Plan was originally effective 10-1-2010. However, unless designated otherwise, the provisions of the Plan as set forth in this Summary Plan Description are effective as of 1-1-2016.

Plan Year:

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose the Plan Year is the calendar year running from January 1 – December 31. In addition, the Plan has a short Plan Year running from October 1, 2010 to December 31, 2010.

Plan Compensation:

In applying the contribution formulas under the Plan (as described in Section 4 below), your contributions may be determined based on Plan Compensation earned during the Plan Year. However, in determining Plan Compensation, no amount will be taken into account to the extent such compensation exceeds the compensation dollar limit set forth under IRS rules. For 2016, the compensation dollar limit is $265,000. Thus, for plan years beginning in 2016, no contribution may be made under the Plan with respect to Plan

Compensation above $265,000. For subsequent plan years, the contribution dollar limit may be adjusted for cost-of-living increases.

For purposes of determining Plan Compensation, your total taxable wages or salary is taken into account including any pre-tax salary reduction contributions you may make under any other plans we may maintain, which may include any pre-tax contributions you make under a medical reimbursement plan or "cafeteria" plan. Plan Compensation also generally includes compensation for services that is paid after termination of employment, as long as such amounts are paid by the end of the year or within 2½ months following termination of employment, if later. However, for purposes of determining contributions under the Plan, Plan Compensation does not include the following types of compensation:

- All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation and welfare benefits
- Payments for unused leave, such as unused sick leave, vacation, or other leave that is paid after severance of employment.

For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

Normal Retirement Age:

You will reach Normal Retirement Age under the Plan when you turn age 65.

Early Retirement Age:

You will reach Early Retirement Age under the Plan when you attain all of the following:

- Age 55
- The completion of 3 Years of Service

ARTICLE 3
DESCRIPTION OF PLAN

Type of Plan. This Plan is a special type of retirement plan commonly referred to as a profit sharing plan. A profit sharing plan allows us to make contributions to the Plan on your behalf without having to include such amounts in income. If you have satisfied all of the eligibility conditions described in Article 5 for receiving a Plan Contribution, we will deposit such contribution directly into the Plan on your behalf. Because this money is not reported as income, you do not have to pay any income tax while the money is held in the Plan, and any earnings on such contributions are not taxed while they stay in the Plan. (See Article 4 below for a description of the Plan Contributions authorized under the Plan.)

ARTICLE 4
PLAN CONTRIBUTIONS

The Plan provides for the contributions listed below. Article 5 discusses the requirements you must satisfy to receive the contributions described in this Article 4. Article 7 describes the vesting rules applicable to your plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

Employer Contributions

We are authorized under the Plan to make Employer Contributions on behalf of our employees. In order to receive an Employer Contribution, you must satisfy all of the eligibility requirements described in Article 5 below for Employer Contributions. If you do not satisfy all of the conditions for receiving an Employer Contribution, you will not share in an allocation of such Employer Contributions for the period for which you do not satisfy the eligibility requirements.

Employer Contribution Formula. Employer Contributions will be contributed to your Employer Contribution account under the Plan at such time as we deem appropriate. Generally, Employer Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Employer Contributions we make will be made in accordance with the following Employer Contribution formula.

- **Discretionary pro-rata Employer Contribution formula.** We will decide each year how much, if any, we will contribute to the Plan. Since this Employer Contribution is discretionary, we may decide not to make an Employer Contribution for a given year. If we decide to make an Employer Contribution to the Plan, such contribution will be determined as a uniform percentage of compensation for all eligible participants. We will inform you of the amount of your Employer Contribution once we determine how much we will be contributing to the Plan.

Rollover Contributions

If you have an account balance in another qualified retirement plan or an IRA, you may move those amounts into this Plan, without incurring any tax liability, by means of a "rollover" contribution. You are always 100% vested in any amounts you contribute to the Plan as a rollover from another qualified plan or IRA. This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses under the Plan.

You may accomplish a rollover in one of two ways. You may ask your prior plan administrator or trustee to directly rollover to this Plan all or a portion of any amount which you are entitled to receive as a distribution from your prior plan. Alternatively, if you receive a distribution from your prior plan, you may elect to deposit into this plan any amount eligible for rollover within 60 days of your receipt of the distribution. Any rollover to the Plan will be credited to your Rollover Contribution Account. See Article 8 below for a description of the distribution provisions applicable to rollover contributions.

Generally, the Plan will accept a rollover contribution from another qualified retirement plan or IRA. The Plan Administrator may adopt separate procedures limiting the type of rollover contributions it will accept. For example, the Plan Administrator may impose restrictions on the acceptance of After-Tax Contributions or Salary Deferrals (including Roth Deferrals) or may restrict rollovers from particular types of plans. In addition, the Plan Administrator may, in its discretion, accept rollover contributions from Employees who are not currently participants in the Plan. You also must be a current Employee to make a Rollover Contribution to the Plan. Any procedures affecting the ability to make Rollover Contributions to the Plan will not be applied in a discriminatory manner.

If you have questions about whether you can rollover a prior plan distribution, please contact the Plan Administrator or other designated Plan representative.

ARTICLE 5
ELIGIBILITY REQUIREMENTS

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee
- satisfy the Plan's minimum age and service conditions and
- satisfy any allocation conditions required under the Plan.

Eligible Employee

To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of City of Basehor, provided you are not otherwise excluded from the Plan.

Excluded Employees. For purposes of determining whether you are an Eligible Employee, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to participate under the Plan (until such time as you no longer fall into an excluded employee category). [See below for a discussion of your rights upon changing to or from an excluded employee classification.]

The following categories of employees are not eligible to participate in the Plan:

- Leased employees
- Part-time Employees who are scheduled to work less than 30 hours per week.

Minimum Age and Service Requirements

In order to participate in the Plan, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** There is no minimum age requirement for participation in the Plan.
- **Minimum service requirement.** There is no minimum service requirement to participate under the Plan. Thus, you will be eligible to participate in the Plan (provided you are an Eligible Employee) as of the first Entry Date following your date of employment.

Entry Date. Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is your date of employment. Thus, you will be eligible to participate immediately upon your date of hire, provided you are an Eligible Employee.

Crediting eligibility service. In determining whether you satisfy any minimum age or service conditions under the Plan, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence (including a leave of absence under the Family Medical Leave Act) or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

Eligibility upon rehire or change in employment status. If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to meet the eligibility requirements as if you are a new Employee in order to participate under the Plan.

If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in the Plan, all contributions under the Plan will cease as of the date you become ineligible to participate. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

Allocation Conditions

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in the contributions described in Article 4, provided you satisfy the allocation conditions described below.

Employer Contributions. You will be entitled to share in any Employer Contributions we make to the Plan if you satisfy the eligibility conditions described above. You do not need to satisfy any additional allocation conditions to receive an Employer Contribution. You will receive your share of the Employer Contributions regardless of how many hours you work during the year or whether you terminate during the year.

ARTICLE 6
LIMIT ON CONTRIBUTIONS

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

IRS limit on total contributions under the Plan. The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2016, the specific dollar limit is $53,000. (For years after 2016, this amount may be increased for inflation.) For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

> **Example:** Suppose in 2016 you earn compensation of $55,000. The maximum amount of contributions you may receive under the Plan for 2016 is $53,000 (the lesser of $53,000 or 100% of $55,000).

ARTICLE 7
DETERMINATION OF VESTED BENEFIT

Vested account balance. When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your *vested* account balance. For this purpose, your *vested* account balance is the amount held under the Plan on your behalf for which you have earned an ownership interest. You earn an ownership interest in your Plan benefits if you have earned enough service with us to become *vested* based on the Plan's vesting schedule. If you terminate employment before you become fully vested in any of your Plan benefits, those non-vested amounts may be forfeited. (See below for a discussion of the forfeiture rules that apply if you terminate with a non-vested benefit under the Plan.)

The following describes the vesting schedule applicable to contributions under the Plan.

- **Employer Contributions.** You become *vested* in your Employer Contributions account under a "3-year cliff vesting schedule." Under this vesting schedule, you will have a complete ownership interest in your Employer Contributions once you have completed three (3) Years of Vesting Service. Prior to the completion of three Years of Vesting Service, you have no ownership interest in your Employer Contribution account.

Special vesting rules. The following special rules apply for purposes of determining your vested percentage under the Plan: Employees hired on or before October 1, 2010 are 100% immediately vested.

Protection of vested benefit. Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 8 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a

result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

Exception to vesting schedule. The above vesting schedule no longer applies once you reach Normal Retirement Age under the Plan. Thus, if you are still employed with us at Normal Retirement Age, you will automatically become 100% vested in all contributions under the Plan. You also will be fully vested in your entire account balance (regardless of the Plan's vesting schedule) if the plan is terminated. In addition, if you:

- die
- become disabled
- attain Early Retirement Age under the Plan

while you are still employed with us, you will automatically become 100% vested.

Years of Vesting Service. To calculate your vested benefit under the Plan, your Years of Vesting Service are used to determine where you are on the vesting schedule. You will be credited with a Year of Vesting Service for each full year of service you work for us. You also may be entitled to service earned during a period of severance if you are subsequently reemployed. If you have questions regarding your position on the vesting schedule, please contact the Plan Administrator.

In calculating your Years of Vesting Service, all of your service with us is taken into account, including service you may have earned before the Plan was adopted.

Forfeiture of nonvested benefits. If you terminate employment before you become fully vested in your Plan benefits, you will be entitled to receive a distribution of your *vested* benefits under the Plan. Your non-vested benefits will be *forfeited* as described below. You are not entitled to receive a distribution of your non-vested benefits.

If you terminate employment at a time when you are only partially-vested (or totally non-vested) in any of your Plan benefits, how the Plan treats your non-vested balance will depend on whether you take a distribution when you terminate employment.

- **Forfeiture upon distribution.** If you take a distribution of your entire vested benefit when you terminate employment, your non-vested benefit will be forfeited in accordance with the terms of the Plan. If you are totally non-vested in any contributions we made on your behalf, you will be deemed to receive a distribution for purposes of applying these forfeiture rules.

- **Forfeiture upon five consecutive Breaks in Service.** Depending on the value of your vested benefits, you may be able to keep your benefits in the Plan when you terminate employment. If you do not take a distribution of your entire vested benefit when you terminate employment, your non-vested benefit will remain in your account until you have incurred five consecutive Breaks in Service, at which time your non-vested benefit will be forfeited in accordance with the terms of the Plan. For this purpose, you will have a Break in Service for each year in which you work less than a full consecutive 12 months. Your vested benefits will not be forfeited under this forfeiture rule. If you have any questions regarding the application of these rules, you should contact the Plan Administrator.

Treatment of forfeited benefits. If any of your benefits are forfeited, those forfeited amounts may first be used to pay any Plan expenses. If any forfeitures remain after paying Plan expenses, such forfeited amounts will be used to offset other Employer Contributions under the Plan for the Plan Year in which the forfeiture occurs.

ARTICLE 8
PLAN DISTRIBUTIONS

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 8 describes when you may request a distribution and the tax effects of such a distribution.

Distribution upon termination of employment. When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of $5,000.** If your total vested account balance exceeds $5,000 as of the distribution date, you may receive a distribution from the Plan as soon as administratively feasible following your termination of employment. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan. If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

  You may elect to take your distribution in any of the following forms. Prior to receiving a distribution from the Plan, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

  - **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. In addition, if permitted by the Plan Administrator, you may take a partial distribution of a portion of your vested account upon termination of employment. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your plan distribution.
  - **Installment payments.** You may elect to receive a distribution in the form of a series of installment payments. If you elect distribution in the form of installments, your vested benefit will be paid out in equal annual installments over a set number of years. If the installment period is 10 years or greater, you may not rollover any of the installment payments into an IRA or into another qualified plan. The Plan Administrator will provide you with forms necessary to elect an installment distribution under the Plan.

- **Vested account balance of $5,000 or less.** If your total vested account balance under the Plan is $5,000 or less as of the distribution date, you will be eligible to receive a distribution of your entire vested account balance in a lump sum as soon as administratively feasible following your termination of employment. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

  You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan.

  If your total vested benefit under the Plan is $1,000 or less as of the distribution date, your entire vested benefit will be distributed to you in a lump sum, even if you do not consent to a distribution. If your total vested benefit exceeds $1,000, no distribution will be made from the Plan without your consent.

In-service distributions. You may withdraw vested amounts from the Plan while you are still employed with us, but only if you satisfy the Plan's requirements for in-service distributions.

Under the Plan, you may take an in-service distribution upon any of the following events:

- You are at least age 59½ at the time of the distribution.
- You have incurred a hardship, as described below.
- You have reached the Plan's Normal Retirement Age at the time of the distribution.
- You become disabled (as defined in the Plan).

In addition, you may withdraw amounts attributable to Rollover Contributions at any time.

Hardship distribution. To receive a distribution on account of hardship, you must demonstrate one of the following hardship events.

(1) You need the distribution to pay unpaid medical expenses for yourself, your spouse or any dependent.

(2) You need the distribution to pay for the purchase of your principal residence. You must use the hardship distribution for the *purchase* of your principal residence. You may not receive a hardship distribution solely to make mortgage payments.

(3) You need the distribution to pay tuition and related educational fees (including room and board) for the post-secondary education of yourself, your spouse, your children, or other dependent. You may take a hardship distribution to cover up to 12 months of tuition and related fees.

(4) You need the distribution to prevent your eviction or to prevent foreclosure on your mortgage. The eviction or foreclosure must be related to your principal residence.

(5) You need the distribution to pay funeral or burial expenses for your deceased parent, spouse, child or dependent.

(6) You need the distribution to pay expenses to repair damage to your principal residence (provided the expenses would qualify for a casualty loss deduction on your tax return, without regard to 10% adjusted gross income limit).

In addition, a hardship event described under (1), (3) or (5) above may also be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a participant's benefit upon the death of the participant.

Before you may receive a hardship distribution, you must provide the Plan Administrator with sufficient documentation to demonstrate the existence of one of the above hardship events. The Plan Administrator will provide you with information regarding the documentation it deems necessary to sufficiently document the existence of a proper hardship event.

In addition, if you have other distributions or loans available under this Plan (or any other plan we may maintain) you must take such distributions or loans *before* requesting a hardship distribution.

You may not receive a hardship distribution of more than you need to satisfy your hardship. In calculating your maximum hardship distribution, you may include any amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. See the Plan Administrator for more information regarding the maximum amount you may take from the Plan as a hardship distribution and the total amount you have available for a hardship distribution. The Plan Administrator will provide you with the appropriate forms for requesting a hardship distribution.

Limits on in-service distributions. In addition to the requirements described above for receiving an in-service distribution, the Plan contains additional limits which may limit your ability to take an in-service withdrawal. For example:

- The following special rules apply: A Participant who has reached age 70 ½ and is still employed may elect to commence retirement benefits as of that date.

The Plan Administrator may impose additional limitations on in-service distributions as authorized under the Plan.

Required distributions. If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ or terminate employment, whichever is later.

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

Distribution upon disability. If you should terminate employment because you are disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules. You will be considered to be disabled for purposes of applying the Plan's distribution rules if you are unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The Plan Administrator may establish reasonable procedures for determining whether you are disabled for purposes of applying the distribution provisions of the Plan.

Distributions upon death. If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You may request a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. For purposes of determining your beneficiary to receive death distributions under the Plan, any designation of your spouse as beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid Qualified Domestic Relations Order (QDRO).

Default beneficiaries. If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate.

Taxation of distributions. Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

Distributions before age 59½. If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the "Special Tax Notice," which may be obtained from the Plan Administrator.

Rollovers and withholding. You may "rollover" most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will

provide you with the appropriate forms for choosing a direct rollover. For more information, see the "Special Tax Notice," which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not "eligible rollover distributions" include:

- annuities paid over your lifetime,
- installments payments for a period of at least ten (10) years,
- minimum required distributions at age 70½
- hardship withdrawals, and
- Certain "corrective" distributions.

[***Note:*** *All of the above distribution options may not be available under this Plan.*]

Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs) Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

ARTICLE 9
PLAN ADMINISTRATION AND INVESTMENTS

Investment of Plan assets. You have the right to direct the investment of Plan assets held under the Plan on your behalf. The Plan Administrator will provide you with information on the amounts available for direction, the investment choices available to you, the frequency with which you can change your investment choices and other investment information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Plan Administrator or other Plan representative.

Although you have the opportunity to direct the investment of your benefits under the Plan, the Plan Administrator may decline to implement investment directives where it deems it is appropriate in fulfilling its role as a fiduciary under the Plan. The Plan Administrator may adopt rules and procedures to govern Participant investment elections and directions under the Plan.

Valuation Date. To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

Plan fees. There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions (including hardship distributions).
- Fees related to the processing of required minimum distributions at age 70½ (or termination of employment, if later).
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator if you have any questions regarding the fees that may be charged against your account under the Plan.

ARTICLE 10
PARTICIPANT LOANS

The Plan does not permit Participants to take a loan from the Plan. To access Plan assets, you must be eligible to receive a distribution from the Plan, as described in Article 8 above.

ARTICLE 11
PLAN AMENDMENTS AND TERMINATION

Plan amendments. We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

Plan termination. Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100% vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

ADDENDUM
ADDITIONAL SPD PROVISIONS

Special effective date provisions: The following special effective date provisions apply: Effective January 1, 2015 Mark E. Loughry was removed as trustee and Lloyd Martley Jr. was appointed trustee of the plan.

OBTAINING INFORMATION ABOUT YOUR RETIREMENT BENEFITS UNDER THE PLAN

Massachusetts Mutual Life Insurance Company (MassMutual) provides record keeping services to the Plan and maintains your retirement account information. You can access information about your retirement account several ways:

- http://retirement.massmutual.com/rsgovnp/. MassMutual's participant website
- **1-800-528-9009**. MassMutual's automated phone line where you can access account information anytime.
- **Customer Services Representatives**. Available via the automated phone line, Monday-Friday 8 a.m. to 9 p.m. ET to answer your questions and guide you through transactions.

LIMITS ON THE NUMBER AND/OR FREQUENCY OF INVESTMENT TRANSACTIONS

The investment options available under the Plan are generally intended to be long-term investments suitable for retirement savings and are not designed to accommodate frequent exchanges (purchases and sales) by participants. An exchange occurs any time you transfer all or a portion of your account from one investment option to another. Frequent exchanges by participants may be harmful to the performance of the Plan's investments by increasing transaction costs that are shared by all investors and by interfering with portfolio management. Therefore, the Plan Administrator and/or the entities that provide investments and administrative services to the Plan have adopted one or more of the following procedures to discourage these activities. Procedures may include, but are not limited to, the following:

- limits on the frequency with which you may submit investment directions;
- limits on the frequency with which you may transfer in and out of investment options;
- limits on the dollar value of investments;
- limits on the ability to transfer between competing funds;
- fees applied when you transfer out of an investment option within a certain period of time after transferring into the investment option;
- restrictions on the means by which you may submit investment directions; and
- other procedures which the Administrator or the Plan's service provider determine to be appropriate to prevent or discourage frequent trading activity.

You should keep in mind that such procedures may not detect or prevent all frequent trading in the Plan's investment options and that these activities may be harmful to investment performance.

IMPORTANT DISCLOSURES

If your plan offers a stable value investment option, there are unique features of this plan investment option that you should understand. Certain stable value investment alternatives, including the guaranteed interest account ("GIA") (also referred to as the fixed account or general account), separate account guaranteed

interest account ("SAGIC") and Capital Preservation Account, provide for a fixed crediting rate that is reset on a periodic basis, at least annually.

Participants' accounts invested in the GIA, SAGIC or Capital Preservation Account will be paid out at book value for participant-initiated transactions, such as transfers to other investment options, loans and distribution in the event of hardship and upon a participant's retirement, death, disability and certain separations from service. The amount in your retirement account invested in these options will be reported on your participant statements and on the participant website at book value.

However, if the GIA, SAGIC, Capital Preservation Account or Stable Return (Wells Fargo) investment options are ever fully or partially terminated (for example, employer initiated terminations such as a lay-off or a sale of all or a part of the business), special rules apply. For example, under the GIA or SAGIC, when the investment option is fully or partially terminated you receive the "liquidation value" of your investment, which may either be more or less than the book value. As a result of this adjustment, a participant's account balance may either be increased or decreased at the time of the termination. Alternatively, under the Capital Preservation Account or Stable Return (Wells Fargo), when the investment option is fully or partially terminated withdrawals attributable to the stable value investment are paid out without application of a market value adjustment, but the withdrawal may be deferred for a period of up to twenty-four months.

The stable value investment alternative that is available under your Plan, if any, and the special rules that apply upon full or partial termination of the investment option are more fully explained in the stable value investment's applicable investment profile or prospectus (regulatory publication). You may obtain an investment profile or prospectus from your plan sponsor, by visiting http://retirement.massmutual.com/rsgovnp/ or by contacting MassMutual's automated phone line at 1-800-528-9009 Monday through Friday between 8:00 a.m. and 9:00 p.m. ET. Please review this information carefully before investing.

To the extent Plan assets are invested through the medium of an investment contract issued by MassMutual, MassMutual is considered to be the Plan's funding agent. However, MassMutual is not an investment fiduciary with respect to those assets.

Please note that the investment types discussed above may or may not be an investment option in this Plan.

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item D

Topic: Planning Commission Meeting Schedule

Action Requested: Approve Ordinance 662 changing the meeting schedule of the Planning Commission

Narrative: Under Ordinance 257 the Planning Commission is supposed to meet on the first Tuesday of each month but the meetings are actually being held on the first Tuesday of the first full week of the month. Ordinance 662 clears this up and requires that the meeting be held on the second Tuesday of each month at 7:00 pm.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Ordinance 662

Attachments: Ordinance 662

Projector needed for this item?

No

(Published in the Leavenworth Times _____)

ORDINANCE NO. 662

AN ORDINANCE CHANGING THE MEETING SCHEDULE OF THE PLANNING COMMISSION OF THE CITY OF BASEHOR, KANSAS

WHEREAS, it is the desire of the Basehor Planning Commission and the Governing Body to change the schedule for the Basehor Planning Commission's regular meeting from the first Tuesday of each month at 7 p.m. to the second Tuesday of each month at 7 p.m.

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

Section 1: That the schedule for the Basehor Planning Commission's regular meeting is changed from the first Tuesday of each month at 7 p.m. to the second Tuesday of each month at 7 p.m. All details relating to Basehor Planning Commission activities shall be as described in the adopted Basehor Planning Commission By-Laws.

Section 2: That this ordinance shall take effect and be in force from an after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

PASSED by the City Council this 17th day of February, 2016.

APPROVED by the Mayor this 17th day of February, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item E

Topic: Release agreement with USD 458 Basehor-Linwood regarding sanitary sewer installation

Action Requested: Approve Resolution 2016-03 approving and authorizing the execution of a release agreement with USD 458 Basehor-Linwood for the installation of a sanitary sewer system.

Narrative: USD 458 Basehor-Linwood owns property located at 2008 N. 155th and is constructing a new maintenance facility on the property, which will be located west of the existing football stadium. Because there is no existing sewer system in place at this location, the school district must install a new sewer system. The release agreement describes the duties and responsibilities of the respective parties (see attached as Exhibit A).

Presented by: Lloyd Martley, Chief of Police/City Administrator
Gene Myracle, City Superintendent

Administration Recommendation: Approve Resolution 2016-03

Attachments: Resolution 2016-03
Release Agreement

Projector needed for this item?

No

RESOLUTION NO. 2016-03

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A RELEASE AGREEMENT WITH USD 458 BASEHOR-LINWOOD REGARDING SANITARY SEWER INSTALLATION

WHEREAS, USD 458 Basehor-Linwood and the City of Basehor wish to enter into a Release Agreement related to the installation of a new sanitary sewer system describing the duties and responsibilities of the respective parties, attached as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Release Agreement related to the installation of a new sanitary sewer system describing the duties and responsibilities of the respective parties, attached as Exhibit A.

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

ADOPTED by the Governing Body this 17th day of February, 2016.

SIGNED by the Mayor this 17th day of February, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

EXHIBIT A
Release Agreement

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is executed by the City of Basehor, Kansas (the "City") and USD 458 Basehor-Linwood (the "Landowner") on the 1st day of February, 2016.

1. **Background.** The Landowner owns property located at 2008 North 155th Street in Basehor, Kansas (the "Property"). The Landowner is constructing a new maintenance facility on the Property, which will be located west of the existing football stadium and south of the existing softball/soccer field. Because there is no existing sewer system in place at this location, the Landowner must install a new sewer system. The new sewer system shall meet all standards in the Basehor city code in order for connection to be allowed to the City's sewer system.

2. **Agreement.** The Landowner acknowledges that the new sewer system must meet the Basehor city code in all respects, and that the City shall have no responsibility related to the installation of the new sewer system on the Property. In addition, the Landowner acknowledges that any maintenance, repair, or replacement obligations are its sole responsibility. The City acknowledges that once it is determined by the City that the sewer system standards contained in the city code are met, the Landowner will be allowed to connect to the City's sewer system.

3. **Release.** The Landowner, its successors and assigns, expressly release the City from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the installation, maintenance, repair or replacement of the new sewer system, including all claims raised or that could have been raised, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.

4. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signature by the parties.

5. **Voluntary Agreement.** The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they have fully understood this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

6. **Agreement Running with the Land.** Each term, covenant, condition and agreement contained herein with respect to the Property shall be a burden on the Property and shall run with the land.

7. **Counterparts.** The parties acknowledge that this Agreement may be executed in two or more counterparts.

THE CITY OF BASEHOR, KANSAS

_____
Mayor David K. Breuer

ATTEST

_____
Katherine Renn, City Clerk

LANDOWNER

USD 458 BASEHOR LINWOOD

By: David Howard

2-1-16
Date

ACKNOWLEDGEMENT

THE STATE OF KS)
) ss:
THE COUNTY OF LV)

BE IT REMEMBERED, that on this 1st day of February, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came David Howard, of USD 458, who is personally known to me to be the same person who executed this instrument in writing, and the said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal, the day and year last written above.

Diane Kirk
Notary Public

My appointment expires:

DIANE KIRK
Notary Public - State of Kansas
My Appt. Expires 7/26/19