NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:

You are hereby notified that I have called and do hereby call a special meeting of the Governing Body of the City of Basehor, Kansas, to be held at Basehor City Hall, 2620 North 155th Street, Basehor, Kansas, 66007 on Wednesday, June 1, 2016, at 7:00 p.m., for the purpose of:

1. Resolution 2016-14 – Terms of G.O. Bond Issuance
2. Ordinance 672 – Authorization of G.O. Bond
3. Notice of Award for Leavenworth Rd. Sidewalk & Storm Improvements
4. Contract between City of Basehor & Miles Excavating for Leavenworth Rd. Sidewalk and Storm Improvements

DATED: May 31, 2016

David K. Breuer, Mayor

CONSENT TO MEETING

We, the undersigned, being all the members of the Governing Body of the City of Basehor, Kansas, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and in such notice and consent and agree that said Governing Body shall meet at the time and place therein specified and for the purposes therein stated.

DATED: May 31, 2016

Travis Miles, City Council President

Richard Drennon

Vernon Fields

Rae Anderson Nicholson

Ty Garver

SEAL OF THE CITY OF BASEHOR, KANSAS CORPORATE SEAL

Attest/Seal:

Katherine M. Renn, City Clerk

Agenda

Basehor City Council
Special Meeting, Basehor City Hall
June 1, 2016 - 7:00 p.m.

1. Resolution 2016-14 – Terms of G.O. Bond Issuance
2. Ordinance 672 – Authorization of G.O. Bond
3. Notice of Award for Leavenworth Rd. Sidewalk & Storm Improvements
4. Contract between City of Basehor & Miles Excavating for Leavenworth Rd. Sidewalk and Storm Improvements

Basehor City Council
Work Session
Basehor City Hall, June 1, 2016

1. MARC Director of Transportation & Environment – Ron Archelpohl
2. 2017 Budget Review and Discussion
3. Executive Session (If Needed)

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

City of Basehor

Agenda Item Cover Sheet

Special Meeting Agenda Item No. 1

Topic: General Obligation Refunding Bonds 2016-A

Action Requested: Approve Resolution 2016-14

Narrative: Resolution 2016-14 Authorizes and directs the sale and delivery of general obligations bonds, series 2016-A, of the City of Basehor.

Presented by: Lloyd Martley, Chief of Police/City Administrator
Kevin Wempe, Gilmore & Bell

Administration Recommendation: Approve Resolution 2016-14

Attachments: Resolution 2016-14

Projector needed for this item?

No

RESOLUTION NO. 2016-14

OF

THE CITY OF BASEHOR, KANSAS

TO BE ADOPTED

JUNE 1, 2016

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016-A

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RESOLUTION NO. 2016-14

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A, OF THE CITY OF BASEHOR, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 672 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date, awarded the sale of such Bonds to the lowest bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $[PRINCIPAL AMOUNT] to retire the Loan.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 25 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the General Obligation Refunding Bonds, Series 2016-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Basehor, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2016-A created pursuant to ***Section 501*** hereof.

"Dated Date" means June 16, 2016.

"Debt Service Account" means the Debt Service Account for General Obligation Refunding Bonds, Series 2016-A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to

the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking dated as of the Issue Date relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2017.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City of Basehor, Kansas and any successors or assigns.

"KDHE" means the Kansas Department of Health and Environment.

"Loan" means KDHE Loan KWPCRF Project No. C20 1767 01 between the City and KDHE dated September 29, 2008, maturing March 1, 2030 in the aggregate outstanding principal amount of $4,239,126.11.

"Loan Redemption Date" means June 17, 2016.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

City of Basehor, Kansas
2620 North 155th Street
Basehor, Kansas 66007
Fax: (913) 724-3388

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

_____
_____
_____

(d) To the Rating Agency:

S&P Global Ratings
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. 672 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by applicable state law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds[, plus a premium of $_____, less an underwriting discount of $_____].

"Purchaser" means [_____, _____, _____], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Rebate Fund" means the Rebate Fund for General Obligation Refunding Bonds, Series 2016-A created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for the Loan created pursuant to ***Section 501*** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means S&P Global Ratings, a division of S&P Global, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

[**"Term Bonds"** means collectively the Bonds scheduled to mature in the year 20__ and 20__.]

[**"20__ Term Bonds"** means the Bonds scheduled to mature in the year 20__.]

[**"20__ Term Bonds"** means the Bonds scheduled to mature in the year 20__.]

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been authorized and directed to be issued pursuant to the Ordinance in the principal amount of $[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) refund the Loan, and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity September 1	Principal Amount	Annual Rate of Interest	Stated Maturity September 1	Principal Amount	Annual Rate of Interest
2017	$_____	_____%	2024	$_____	_____%
2018	_____	_____%	2025	_____	_____%
2019	_____	_____%	2026	_____	_____%
2020	_____	_____%	2027	_____	_____%
2021	_____	_____%	2028	_____	_____%
2022	_____	_____%	2029	_____	_____%
2023	_____	_____%	2030	_____	_____%

[TERM BONDS

Stated Maturity September 1	Principal Amount	Annual Rate of Interest
20__	$_____	_____%
20__	_____	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted

Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning

at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to

the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar

shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute

such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** (a) *20__ Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Year
$_____	20__
_____	*20__

*Final Maturity

(b) *20__ Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	**Year**
$_____	20__
_____	*20__

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner

thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that

the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Redemption Fund;

(b) Debt Service Account for General Obligation Refunding Bonds, Series 2016-A (within the Bond and Interest Fund);

(c) Rebate Fund for General Obligation Refunding Bonds, Series 2016-A; and

(d) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2016-A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) The sum of $[_____] shall be deposited in the Costs of Issuance Account.

(c) The sum of $[_____] shall be deposited into the Redemption Fund.

Section 503. Application of Moneys in the Redemption Fund Moneys in the Redemption Fund shall be used for the sole purpose of retiring the Loan. Any moneys remaining in the Redemption Fund not needed to retire the Loan shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 505. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the

payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are

hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor and Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such

amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on June 1, 2016.

(SEAL)

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

EXHIBIT A
(FORM OF BONDS)

REGISTERED
NUMBER __

REGISTERED
$

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF BASEHOR
GENERAL OBLIGATION REFUNDING BOND
SERIES 2016-A

Interest Rate: _____%	**Maturity Date: September 1, 20__**	**Dated Date: June 16, 2016**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Basehor, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2017 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next

preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Refunding Bonds, Series 2016-A," aggregating the principal amount of $[PRINCIPAL AMOUNT] (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., Charter Ordinance No. 25 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as provided in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial

owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF BASEHOR, KANSAS

[(Facsimile Seal)]

By: _____(facsimile)_____
David K. Breuer, Mayor

ATTEST:

By: _____(facsimile)_____
Katherine M. Renn, City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2016-A, of the City of Basehor, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF LEAVENWORTH)

The undersigned, Clerk of the City of Basehor, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of _____, 2016.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____(facsimile)_____
Katherine M. Renn, City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____

(Name and Address)

_____

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____

Name

_____

Social Security or
Taxpayer Identification No.

_____

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

City of Basehor

Agenda Item Cover Sheet

Special Meeting Agenda Item No. 2

Topic: Ordinance No. 672 General Obligation Bonds 2016-A

Action Requested: Approve Ordinance No. 672

Narrative: Ordinance No 672 authorizes and provides for the issuance of General Obligation Refunding Bonds, Series 2016-A, of the City of Basehor.

Presented by: Lloyd Martley, Chief of Police/City Administrator
Kevin Wempe, Gilmore & Bell

Administration Recommendation: Approve Ordinance 672

Attachments: Ordinance 672

Projector needed for this item?

No

ORDINANCE NO. 672

OF

THE CITY OF BASEHOR, KANSAS

TO BE PASSED

June 1, 2016

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016-A

(PUBLISHED IN THE ***LEAVENWORTH TIMES*** ON June ___, 2016)

ORDINANCE NO. 672

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A, OF THE CITY OF BASEHOR, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Basehor, Kansas (the "City") is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City of Basehor, Kansas (the "Issuer"), has previously authorized certain internal improvements described as follows (collectively, the "Improvements"):

Project Description	Res. No.	Authority	Amount
Sewer System Improvements	2016-05	Charter Ordinance No. 25	$5,663,682.22

WHEREAS, the Issuer has arranged for financing of a portion of the Improvements by the execution of certain loan agreements described as follows:

Lender	Loan No.	Dated Date	Maturity Date	Original Amount	Outstanding Amount	Redemption Date*
KDHE	KWPCRF C20 1767 01	09-29-2008	03-01-2030	$6,417,016.00	$4,239,126.11	June 17, 2016

* *or as soon thereafter as possible.*

(the "Loan"); and

WHEREAS, the Issuer proposes to issue its general obligation bonds to permanently finance the costs of the Improvements and to retire the Loan; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 25 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Refunding Bonds, Series 2016-A, dated June 16, 2016, authorized by this Ordinance.

"City" means the City of Basehor, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"KDHE" means the Kansas Department of Health and Environment.

"Loan" means KDHE Loan KWPCRF Project No. C20 1767 01 between the City and KDHE dated September 29, 2008, maturing March 1, 2030 in the aggregate outstanding principal amount of $4,239,126.11.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"State" means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2016-A, of the City in the principal amount of $[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) refund the Loan, and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same

become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on June 1, 2016 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

David K. Breuer, Mayor

ATTEST:

Katherine M. Renn, City Clerk

City of Basehor

Agenda Item Cover Sheet

Special Meeting Agenda Item No. 3

Topic: Notice of Award for Leavenworth Road Sidewalk and Storm Project

Action Requested: Authorize the Mayor to sign the Notice of Award to Miles Excavating, Inc.

Narrative: The bid opening for the Leavenworth Road Sidewalk and Storm water project was held on May 26, 2016. Miles Excavating, Inc. was the successful bidder and has been awarded the contract for this project.

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

Administration Recommendation: Authorize the Mayor to sign the Notice of Award for Miles Excavating, Inc.

Committee Recommendation: N/A

Attachments: Notice of Award

Projector needed for this item?

No

NOTICE OF AWARD

Dated June 1, 2016

TO: Miles Excavating Inc.
(Bidder)

ADDRESS: 15063 State Avenue, Basehor, KS 66007

OWNER'S PROJECT NO. 2015.033

PROJECT: Leavenworth Road Sidewalk and Storm

OWNER'S CONTRACT NO. Resolution 2016-16

CONTRACT FOR: Leavenworth Road Sidewalk and Storm Improvements

City of Basehor, Kansas
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated May 26, 2016 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Leavenworth Road Sidewalk and Storm Project.

The Contract Price of your contract is as follows:

Base Bid: Six hundred and eighty-six thousand, six hundred and forty two dollars and 78 cents. Dollars ($686,642.78)

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, by June 15, 2016.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the required Bonds and Certificates(s) of Insurance as specified in the Instructions to Bidders.

    A. Initial all pages of the Bid Form since they are copies.
    B. Sign page CA-5 of the Contract Agreement.
    C. Complete the Performance Bond.
    D. Complete the Maintenance Bond.

E. Provide Insurance Certificates
F. Sign the appropriate line of the Notice of Award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Basehor, Kansas
(OWNER)

By: _____
David K. Breuer

_____
Mayor

ACCEPTANCE OF AWARD

_____
(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____
(DATE)

City of Basehor

Agenda Item Cover Sheet

Special Meeting Agenda Item No. 4

Topic: Contract for the Leavenworth Road Sidewalk Project – Resolution 2016-16

Action Requested: Approve Resolution 2016-16

Narrative: Miles Excavating, Inc. was awarded the contract for the Leavenworth Road Sidewalk Project. Resolution 2016-16 authorizes the Mayor to sign the contract for this project between the City of Basehor and Miles Excavating, Inc.

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

Administration Recommendation: Approve Resolution 2016-16

Committee Recommendation: N/A

Attachments: Contract between the City of Basehor and Miles Excavating
Resolution 2016-16

Projector needed for this item?

No

RESOLUTION NO. 2016-16

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MILES EXCAVATING, INC., REGARDING CONSTRUCTION OF THE LEAVENWORTH ROAD STORM AND SIDEWALK IMPROVEMENTS PROJECT

WHEREAS, Miles Excavating, Inc. and the City of Basehor wish to enter into an agreement for construction of the Leavenworth Road Sidewalk and Storm Improvements Project, 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 agreement for construction of the Leavenworth Road Sidewalk and Storm Improvements Project, attached as Exhibit A.

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

ADOPTED by the Governing Body this 1st day of June, 2016.

SIGNED by the Mayor this 1st day of June, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

EXHIBIT A

Agreement with Miles Excavating, Inc. for construction of the Leavenworth Road Sidewalk and Storm Improvements Project

CONTRACT BETWEEN
CITY OF BASEHOR, KANSAS AND CONTRACTOR

THIS AGREEMENT, is made and entered into this 1st day of June, 2016 by and between the City of Basehor, Kansas, hereinafter called the CITY, and Miles Excavating, Inc. hereinafter called the Contractor.

WITNESSETH, that the City and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Documents for the completion of the Project generally described as follows:

Leavenworth Road Sidewalk and Storm Improvements

Article 2. JURISDICTION. This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

Article 3. CONTRACT TIME. Contractor shall commence work upon the date stated in the Notice to Proceed and will be substantially complete as defined by this Contract on or before September 13, 2016 and will complete all work covered by this Contract on or before October 10, 2016. Time is of the essence. Accordingly Liquidated Damages shall be assessed against Contractor as stipulated liquidated damages and not as a penalty, in an amount as set forth in the Supplementary Conditions for each and every calendar day the work remains in complete over the specified completion time.

Article 4. CONTRACT PRICE. The City will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents, and the Contractor will accept in full compensation therefore, the sum of Six hundred eighty six thousand, six hundred forty two dollars and 78 cents. Dollars ($686,642.78) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the Contract Documents. Payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

Article 5. PROGRESS AND FINAL PAYMENT. The City will make progress payments on account of the Contract Price as provided in the General Conditions as follows:

5.1 Progress and final payments will be on the basis of the Contractor's Applications for Payment as approved by the City.

5.2 On or about the 15th day of each month during construction Ninety (90)% of the Work completed, and Ninety (90)% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

Article 6. SCHEDULE LIQUIDATED DAMAGES

6.1 The parties agree that it would be difficult to determine the amount of damages that would be suffered due to a Contractor delay, but that the Liquidated Damages in the amount of $1,000.00 per day are a fair and reasonable amount for each Day beyond the Substantial Completion Date, and that these Liquidated Damages do not constitute a penalty.

6.2 In the event that the Contractor does not complete his work such that the City can achieve Substantial Completion of each specified Milestone of the Work on or before the Substantial Completion Date specified for that work, Contractor will pay City such amount of Liquidated Damages in the amount of $1,000.00 per day.

6.3 All schedule Liquidated Damages for which Contractor becomes liable pursuant to Section 6.2 may be offset by the City against amounts due under this Agreements, and if such amounts are not sufficient to pay the Liquidated Damages then due, such amounts will be payable to the City submits to Contractor an invoice therefore. Amounts paid late will accrue interest at a rate equal to two percent above the prime rate as set from time to time by Commerce Bank of Kansas City, N.A.

6.4 Upon meeting the Substantial Completion Date, the Contractor shall provide the Engineer and/or the City with all applicable test reports, material certifications, and product guarantees outstanding. Upon receiving final documentation, the Engineer shall provide written notice to the City that the project improvements have been completed, thus allowing the City to distribute the 10% retainage held throughout the project construction phase.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce the CITY to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility of the accurate location of said underground facilities. No additional examinations, investigations, exploration, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given the CITY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the Following:

8.1 This Agreement (pages 1 to 5, inclusive).

8.2 Exhibits to this Agreement consist of Documents listed in Index to the Project Manual and identified herein.

8.3 Performance, Maintenance and Bid Bonds.

8.4 Notice of Award.

8.5 General Conditions.

8.6 Supplementary Conditions.

8.7 Plans & Specifications

8.8 Addenda number 1.

8.9 CONTRACTOR'S Bid consisting of pages BF-1 to BF-6, inclusive.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in triplicate. .

CONTRACTOR

_____ _____

Signature Date

_____

Printed Name & Title

_____

Attest

CITY OF BASEHOR, KANSAS

_____ _____

David K. Breuer, Mayor Date

City of Basehor

Agenda Item Cover Sheet

Work Session Agenda Item No. 1

Topic: MARC Director of Transportation & Environment – Ron Archelpohl

Action Requested: Provide overview of how MARC works

Narrative: Ron Achelpohl, PE is Director of Transportation and Environment at the Mid-America Regional Council, the council of governments and metropolitan planning organization for the bi-state Kansas City metropolitan area. Ron directs MARC's transportation and environmental planning and policy work along with related implementation activities such as the Operation Green Light traffic signal coordination system, RideShare program and public education initiatives for air quality, water quality, active transportation and transportation safety.
Prior to serving in his current role, Ron was an Assistant Director of Transportation at MARC, and before that held various positions with the Missouri Department of Transportation.

Ron is a registered Professional Engineer with degrees in civil engineering from the University of Missouri and engineering management from the University of Kansas. He is an active member of the American Public Works Association, and serves on the boards of several local non-profit organizations

Presented by: Vernon Fields, City Councilman

Administration Recommendation: N/A

Committee Recommendation: N/A

Attachments:

Projector needed for this item?

No

City of Basehor

Agenda Item Cover Sheet

Work Session Agenda Item No. 2

Topic: 2017 Budget Review

Action Requested: Requesting input and suggestions with regards for setting the 2017 budget

Narrative: All the department budgets have been submitted. We will receive our assessed valuations from the county clerk on July 1. At the July 6th work session we will be setting the date for the public hearing with our final budget being submitted by August 25, 2016.

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

Administration Recommendation: Review proposed budget and provide any suggestions or comments for staff prior to budget being set.

Committee Recommendation: N/A

Attachments: Proposed 2017 budget

Projector needed for this item?

Yes

MEMO

To: Governing Body

From: Lloyd Martley
Ben Hart

Ref: Budget items to address

Based on our notes the outstanding issues are as follows:

1. **Debt Service Fund (2.287 mill)**

   BTC special assessments are forecasted to be $139,311 lower than the levied amount due to certain properties that remain in ownership limbo. The 2017 budget is built on an increase of 2.287 mills to offset this loss. This mill levy increase is expected to make the fund whole in 2017 providing for a positive fund balance. Should the ownership issue remain unresolved by January 1, 2017 another 0.793 mills will be need in the 2018 budget. This is assuming 1% growth in assessed value due primarily to new construction.

2. **Additional mill levy in the Employee Benefits Fund (2 mill)**

   This was offered up in the discussion to defer future increases in benefit costs. This year the city was able to decrease the overall premium increase with fairly significant changes to the medical plan. Future changes are expected to jump in double digits again. Legislation restricting future increases in levies makes this an issue for this coming year's budget. Future increases in this fund will need to come from other fund transfers or subsidy revenue sources of some type.

3. **Transfer of the Sewer Fund to the General Fund ($250,000)**

   The sewer fund was subsidized in prior budgets by the general fund by $250,000. The council has discussed potentially reimbursing this amount to the general fund with the 2017 budget. The question in this case relates to timing of the transfer. The discussion centered around making the transfer now or waiting until the general fund needed the funding in future budgets.

OPERATING FUNDS BEGINNING FUND BALANCE

	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
General	$ 541,375	$ 737,207	$ 887,055	$ 1,179,551	$ 576,574
Special Parks and Rec	109,764	121,632	152,778	111,119	39,419
Consolidated Highway	1,946,612	1,710,040	1,986,678	2,203,656	1,575,656
Capital Improvement	1,424,266	1,507,879	1,269,695	2,143,067	1,260,601
Municipal Equipment Reserve	341,721	312,729	301,105	250,727	166,927
Bond and Interest	659,198	586,415	435,439	266,185	86,811
Sewer	814,394	1,019,841	1,268,059	1,718,937	1,389,504
Solid Waste	110,283	110,478	119,379	122,035	92,309
Cedar Lake Maintenance	3,713	13,627	14,410	17,892	17,947
Sewer District #3 Maintenance	19,683	22,788	30,418	35,726	35,876
Employee Benefit	135,031	167,930	129,527	131,088	60,893
Total Beginning Fund Balance	$ 6,106,040	$ 6,310,566	$ 6,594,542	$ 8,179,982	$ 5,302,517

OPERATING FUNDS REVENUE

	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
General	$ 1,968,436	$ 2,087,015	$ 2,170,440	$ 2,259,254	$ 2,520,154
Special Parks and Recreation	28,449	32,046	28,546	16,300	23,310
Consolidated Highway	624,572	709,374	722,048	547,000	674,247
Capital Improvement	83,613	101,006	1,176,800	84,000	103,000
Municipal Equipment Reserve	85,274	133,626	91,587	91,200	91,550
Bond and Interest	734,948	639,166	618,790	686,738	813,459
Sewer	1,583,594	1,660,847	1,999,852	1,465,023	1,615,795
Solid Waste	290,873	297,705	319,865	292,550	316,250
Cedar Lake Maintenance	40,016	40,016	40,056	40,055	40,055
Sewer District #3	33,028	33,040	33,088	33,150	33,150
Employee Benefit	483,927	499,535	564,942	548,609	586,246
Total Annual Revenue	$ 5,956,730	$ 6,233,376	$ 7,766,014	$ 6,063,879	$ 6,817,216

OPERATING FUNDS EXPENSES

	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
General	$ 1,772,605	$ 1,937,167	$ 1,877,944	$ 2,862,231	$ 2,980,203
Special Parks and Rec	16,581	900	70,205	88,000	62,729
Consolidated Highway	861,144	432,736	505,070	1,175,000	660,000
Capital Improvement	-	339,190	303,428	966,466	440,000
Municipal Equipment Reserve	114,266	145,250	141,965	175,000	103,155
Bond and Interest	807,731	790,142	788,044	866,112	875,270
Sewer	1,314,457	1,412,629	1,548,974	1,794,456	1,857,077
Solid Waste	290,678	288,804	317,209	322,276	325,080
Cedar Lake Maintenance	30,102	39,233	36,574	40,000	40,000
Sewer District #3 Maintenance	29,923	25,410	27,780	33,000	33,000
Employee Benefit	451,028	537,938	563,381	618,804	646,836
Total Annual Expenditures	$ 5,688,515	$ 5,949,400	$ 6,180,574	$ 8,941,345	$ 8,023,350

OPERATING FUNDS ENDING FUND BALANCE

	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
General	$ 737,206	$ 887,055	$ 1,179,551	$ 576,574	$ 116,525
Special Parks and Rec	121,632	152,778	111,119	39,419	-
Consolidated Highway	1,710,040	1,986,678	2,203,656	1,575,656	1,589,903
Capital Improvement	1,507,879	1,269,695	2,143,067	1,260,601	923,601
Municipal Equipment Reserve	312,729	301,105	250,727	166,927	155,322
Bond and Interest	586,415	435,439	266,185	86,811	25,000
Sewer	1,083,531	1,268,059	1,718,937	1,389,504	1,148,222
Solid Waste	110,478	119,379	122,035	92,309	83,479
Cedar Lake Maintenance	13,627	14,410	17,892	17,947	18,002
Sewer District #3 Maintenance	22,788	30,418	35,726	35,876	36,026
Employee Benefit	167,930	129,527	131,088	60,893	303
Total Ending Fund Balance	$ 6,374,255	$ 6,594,542	$ 8,179,982	$ 5,302,517	$ 4,096,383

** The City maintains healthy cash reserves which is reflected in the yearly beginning cash balances. This projected balance allows for the City to budget for more expenditures than revenues each year. Through prudent annual saving the City allows itself to pay cash for large projects in the upcoming years.

According to state law, the budget must be balanced for each fund. ***The final budget adopted by the City Council must be a balanced budget, where total resources equal total obligations.*** The State Budget Law prohibits a budget which projects spending in excess of available resources. The Budget Law further ***prohibits*** unappropriated balances in funds supported by general tax levies.

MILL LEVY COMPARISON

	2013 Actual	2014 Actual	2015 Actual	2016 Budget	2017 Proposed
Annual Valuation	$48,877,985	$ 48,885,631	$ 50,416,747	$ 54,115,049	$ 55,738,500
Bond and Interest Levy	1.458	0.376	0.375	1.375	3.662
General Fund Levy	20.320	21.165	21.168	21.168	21.168
Employee Benefit Levy	7.629	7.616	7.617	7.617	7.617
Total Annual Mill Levy	29.407	29.157	29.160	30.160	32.447
Total Funds Generated from Ad Valorem	$1,437,355	$ 1,425,358	$ 1,470,152	$ 1,632,110	$ 1,808,555

ALL FUNDS SALARIES

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Street	Full Time	$ 168,456	$ 133,335	$ 122,507	$ 183,581	$ 212,534
	Part Time	7,505	5,503	356	5,985	-
	Overtime	6,638	6,486	5,102	7,300	7,300
Police	Full Time	563,015	627,278	660,601	682,011	789,131
	Part Time	22,057	19,894	20,089	25,240	26,512
	Overtime	39,248	42,880	39,500	50,000	50,000
Planning	Full Time	102,165	134,395	126,278	143,884	117,940
	Part Time	-	-	-	-	-
	Overtime	1,154	477	450	1,000	1,000
Park & Rec	Full Time	-	-	-	-	-
	Part Time	7,505	8,720	15,770	21,042	15,000
	Overtime	112	808	615	-	-
Clerk/Finance	Full Time	148,325	112,113	75,292	155,719	166,945
	Part time	17,906	-	-	-	-
	Overtime	2,332	1,264	701	3,000	1,000
Admin	Full Time	32,646	33,900	21,278	62,256	63,979
	Overtime	-	-	-	-	-
	Part Time	-	-	-	-	-
Governing Body	Elected Officials	32,200	54,600	54,600	54,600	54,600
	TOTAL GENERAL FUND	1,151,264	1,181,653	1,143,139	1,395,618	1,505,941
Sewer Fund						
	Personal Services	80,216	163,279	211,959	120,390	141,024
	Personal Services Overtime	2,551	3,432	4,030	4,489	4,500
	TOTAL SEWER FUND	82,767	166,711	215,989	124,879	145,524
Solid Waste						
	Personal Services	-	35,171	51,483	-	-
	Overtime	-	625	832	-	-
	Total Benefits all Funds	451,028	537,938	563,381	618,804	646,836
	TOTAL WAGES AND BENEFITS	$ 1,685,059	$ 1,886,302	$ 1,922,509	$ 2,139,301	$ 2,298,301

GENERAL FUND

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
	Beginning of the year balance	$ 541,375	$ 737,207	$ 887,055	$ 1,179,551	$ 576,574
401	Building Permits	155,806	164,373	141,972	80,000	135,000
403	Pet Licenses	1,360	2,110	1,430	1,325	1,400
404	Business Licenses	10,700	8,150	9,400	9,000	9,400
405	Misc Fees/Permits/Licenses	10,345	11,352	15,183	14,000	14,000
407	Plan/Plat Application Fees	650	255	2,565	1,000	1,000
421	Court Fines	106,732	146,727	144,808	150,000	145,000
432	Westar Energy Franchise Tax	104,548	118,693	120,698	135,000	135,000
433	Atmos Energy Franchise Tax	41,297	48,573	43,515	45,000	45,000
434	Sw Bell Franchise Tax	19,070	22,426	28,738	19,000	29,000
435	Wow Of Ks Inc (Former Knology	31,802	27,376	28,616	30,000	28,000
436	Suburban Water Franchise Tax	22,853	22,460	21,973	23,000	21,973
450	Sales Tax	256,916	286,944	322,623	301,464	365,000
451	Local Alcohol Liquor Fund	9,462	10,126	11,015	9,250	9,500
460	Ad Valorem Property Tax	973,648	1,019,402	1,054,958	1,087,739	1,176,924
464	Back Taxes	23,704	13,820	12,708	25,000	12,708
466	Prior Yr Current (Escape) Tax	26	3	(5,637)	0	0
480	Field Of Dreams Revenue	33,310	30,368	37,000	33,500	37,000
490	Comm Vehicle Prop Tax	0	3,907	6,083	0	6,083
491	Motor Vehicle Distribution	101,187	138,424	164,014	141,255	165,000
493	Recreational Vehicle Tax	1,050	1,383	1,763	1,383	1,763
496	16M & 20M Truck Tax	1,208	1,084	503	1,373	503
511	Other Revenues	5,459	6,580	3,560	5,000	5,069
551	Interest Income	1,471	2,479	2,952	1,500	2,694
672	Trans From Sewer Fund	47,810	0	0	98,818	118,258
675	Trans From Solid Waste Fund	8,022	0	0	45,647	54,879
	TOTAL REVENUES	$ 1,968,436	$ 2,087,015	$ 2,170,440	$ 2,259,254	$ 2,520,154
	TOTAL FUNDS AVAILABLE	$ 2,509,811	$ 2,824,222	$ 3,057,495	$ 3,438,805	$ 3,096,728
	TOTAL EXPENDITURES	$ 1,772,605	$ 1,937,167	$ 1,877,944	$ 2,862,231	$ 2,980,203
	UNRESERVED CASH BALANCE	$ 737,207	$ 887,055	$ 1,179,551	$ 576,574	$ 116,525

MILL LEVY INFORMATION	**2016**	**2017**
FUND REQUIREMENTS	$ 1,088,232	$ 1,120,879
ADD FOR DELINQUENT TAXES	5%	5%
TOTAL AD VALOREM	$ 1,142,645	$ 1,176,924
RATE OF LEVY IN MILLS	21.168	21.168

GENERAL FUND — EXPENDITURES
ACCOUNTS: 01-005

	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Governing Body	$ 54,251	$ 70,895	$ 73,107	$ 537,800	$ 538,400
Administrator	32,786	61,383	150,759	249,506	243,979
Facilities	119,285	121,217	111,216	146,913	148,350
City Clerk/Finance	310,803	310,762	232,690	378,219	372,445
Human Resources	23,311	21,270	15,167	27,600	28,100
Park & Recreation	31,331	52,063	46,706	74,942	68,900
Planning & Zoning	117,683	151,184	141,569	172,584	144,240
Police	741,641	798,453	818,558	924,651	1,038,093
Street	234,357	200,370	151,471	237,316	259,534
Miscellaneous	107,156	149,569	136,701	112,700	138,162
TOTALS	$ 1,772,605	$ 1,937,167	$ 1,877,944	$ 2,862,231	$ 2,980,203

The General Fund is the primary operating fund for any city as it is available for any legally authorized purpose except those required to be accounted for in another Fund. The General Fund's primary revenue source is ad valorem property tax. This is a general tax on all real and personal property not exempt from taxation by law. It is sometimes called an "ad valorem" tax, meaning that the tax is based on the value of the property.

GENERAL FUND	GOVERNING BODY ACCOUNTS: 01-003				
	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
708 Elected Officials-Payroll	$ 32,200	$ 54,600	$ 54,600	$ 54,600	$ 54,600
761 Vehicle/Equipment Maint & Rep	-	-	-	500	-
774 Training/Travel/Mileage	-	137	202	1,200	1,000
781 Promo/Pub Relations Activitie	1,674	571	232	2,000	1,000
782 Mileage Reimb/Car Allowance	-	-	-	200	-
783 Organization Membership Dues	2,500	50	2,594	100	2,600
795 Outside Agency Request-Gb Onl	15,000	15,000	15,000	15,000	15,000
799 Misc Contractural Services	2,085	-	80	2,000	2,000
801 Office Supplies	248	91	59	100	100
803 Miscellaneous Commodities	200	101	172	1,000	1,000
804 Gas/Oil/Misc	-	-	-	100	100
807 Printed Materials-	344	345	168	1,000	1,000
850 Capital Outlay	-	-	-	460,000	460,000
TOTALS	$ 54,251	$ 70,895	$ 73,107	$ 537,800	$ 538,400

The Governing Body Department consists of the Mayor and a five member City Council. Outside agency funding (Care Council) has been maintained at the 2015 level. The Budget Stabilization & Development line item accounts for funds intended for the use of budget stabilization and potential development opportunities. If not utilized these resources will be rolled over into the 2017 budget in the form of cash carryover and could be used for budget stabilization purposes.

GENERAL FUND	CITY ACCOUNTS: 01-006				
	2013 Actual	**2014 Actual**	**2015 Actual**	**2016 Adopted**	**2017 Proposed**
701 Personal Services	$ 32,646	$ 33,900	$ 21,278	$ 62,256	$ 63,979
774 Training/Travel/Mileage	-	383	-	2,000	-
782 Mileage Reimb/Car Allowance	-	-	20	-	-
783 Organization Membership Dues	-	-	-	1,500	-
799 Misc Contractural Services	140	2,411	25,267	50,000	50,000
801 Office Supplies	-	-	-	250	-
803 Miscellaneous Commodities	-	68	40	500	-
807 Printed Materials-	-	-	-	500	-
847 Contingency Fund	-	24,621	104,154	130,000	130,000
850 Capital Outlay	-	-	-	2,500	-
TOTALS	$ 32,786	$ 61,383	$ 150,759	$ 249,506	$243,979

The City Administrator is responsible for planning, organizing, directing and coordinating all municipal activities, including utilities; serves as the chief administrative officer of the City and is responsible for the proper administration of all City affairs. Kansas statutes allow for up to ten percent of contingency spending. The **Contingency** line item is budgeted for unexpected expenses that occur mid-year with no ability to budget for them. Miscellaneous Contractual Services was increased by the contracts set up with these vendors: AGH, CBIZ, NYHART.

GENERAL FUND	CLERK/FINANCE ACCOUNT: 01-001				
	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
701 Personal Services	$ 148,325	$ 112,113	$ 75,292	$ 155,719	$ 166,945
702 Personal Services Part Time	17,906	-	-	-	-
704 Personal Services Overtime	2,332	1,264	701	3,000	1,000
751 Legal Professional Fees	41,627	50,095	42,388	52,000	52,000
758 Paging/Wireless	683	589	484	700	700
760 Notices & Printed Materials	1,224	336	1,591	1,500	2,000
774 Training/Travel/Mileage	4,441	6,116	3,251	7,000	7,000
779 Insurance Expenses	51,077	54,833	62,124	64,000	70,000
781 Promo/Pub Relations Activitie	1,013	1,040	1,000	1,500	1,500
782 Mileage Reimb/Car Allowance	-	-	-	300	-
783 Organization Membership Dues	9,654	13,204	10,474	13,500	13,500
785 Accounting & Audit	18,250	48,149	18,795	50,000	30,000
799 Misc Contractural Services	8,321	16,743	4,685	15,000	15,000
801 Office Supplies	1,944	2,433	1,784	2,500	2,500
803 Miscellaneous Commodities	458	406	675	1,000	500
807 Printed Materials-	643	1,375	949	2,000	1,000
808 Postage & Postal Permit	582	750	497	1,000	800
850 Capital Outlay	2,323	1,316	8,000	7,500	8,000
TOTALS	$ 310,803	$ 310,762	$ 232,690	$ 378,219	$ 372,445

The City Clerk/Finance office is responsible for many basic governmental functions. As part of the statutory duties, the Clerk serves as the record keeper of all City Council proceedings and actions, as well as City records (ordinances, resolutions, deeds, contracts, agreements, easements, vacations). The City Clerk is designated as the Freedom of Information Officer and coordinates all requests for records. Department staff also provides the City with all accounting and utility billing functions including preparation of the City's annual operating budget. The **Organizational and Membership** dues line item includes funding for affiliations to organizations such as League of Kansas Municipalities (LKM), Mid-America Regional Council (MARC) and the Leavenworth County Development Coalition (LCDC). **Accounting and Auditing** expenses were increased to reflect the cost of continuing a Generally Accepted Accounting Principles (GAAP) compliant audit for the 2015 fiscal year. The city-wide legal expenses are consolidated and included in the Clerk/Finance budget.

GENERAL FUND	HUMAN RESOUCES ACCOUNTS: 01-012				
	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
741 Employee Assistance Program	$ -	$ -	$ -	$ 500	$ 500
742 Propayroll	6,686	4,401	4,291	6,000	6,000
745 Hr Support Plus	6,023	7,035	6,030	6,000	6,500
813 Clothing Allowance	10,552	9,734	4,796	15,000	15,000
816 Vaccination Allowance	50	100	50	100	100
TOTALS	$ 23,311	$ 21,270	$ 15,167	$ 27,600	$ 28,100

Employee benefits for all funds have been consolidated into the Employee Benefit Fund allowing for easier tracking and a comprehensive view of employee benefit costs. **HR Support** includes the agreement for human resource support for all City Departments. The **Clothing Allowance** line item encompasses all General Fund employees the Planning Commission and Elected Officials.

GENERAL FUND	STREET DEPARTMENT ACCOUNTS: 01-002				
	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
701 Personal Services	$ 168,456	$ 133,335	$ 122,507	$ 183,581	$ 212,534
702 Personal Services Part Time	7,505	5,503	356	5,985	-
704 Personal Services Overtime	6,638	6,486	5,102	7,300	7,300
758 Paging/Wireless	1,366	1,829	1,253	1,500	1,500
760 Notices & Printed Materials	-	-	137	-	150
761 Vehicle/Equipment Maint & Rep	13,187	12,006	9,795	11,000	11,000
774 Training/Travel/Mileage	-	-	173	250	250
799 Misc Contractural Services	1,873	620	783	-	800
801 Office Supplies	792	525	460	700	500
803 Miscellaneous Commodities	4,802	5,115	2,703	4,500	3,000
804 Gas/Oil/Misc	9,375	9,268	7,029	8,500	8,500
810 Safety Equipment	877	683	1,173	1,500	1,500
811 Maintenance Materials/Supplie	616	-	-	-	-
850 Capital Outlay	18,870	25,000	-	12,500	12,500
TOTALS	$ 234,357	$ 200,370	$ 151,471	$ 237,316	$ 259,534

The Street Department contributes to the quality of life of Basehor residents by maintaining approximately 45 linear miles of city streets including maintenance, improvements and snow removal. The Department also maintains and schedules repairs and improvements on City Streets, all City facilities including the Field of Dreams Athletic complex and the City Park, state licensed animal confinement area as well as general maintenance on all designated City property. The Street Department also coordinates the logistics of solid waste disposal and single stream recycling disposal. The Capital Outlay line item includes the purchase of additional snow removal equipment. Salary breakdown for part-time regular employees is split in half between streets, park dept and also includes two part-time seasonal employees.

GENERAL FUND	POLICE ACCOUNTS: 01-004				
	2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
701 Personal Services	$ 563,015	$ 627,278	$ 660,601	$ 682,011	$ 789,131
702 Personal Services Part Time	22,057	19,894	20,089	25,240	26,512
704 Personal Services Overtime	39,248	42,880	39,500	50,000	50,000
758 Paging/Wireless	3,597	3,801	3,353	4,000	4,000
759 Animal Control Expenses	1,624	522	547	2,000	2,000
760 Notices & Printed Materials	1,508	211	772	750	1,000
761 Vehicle/Equipment Maint & Rep	9,563	7,855	5,581	12,000	12,000
764 Leavenworth County Jail	1,229	2,328	2,538	5,000	5,000
766 Municipal Court Judge	4,650	5,400	5,400	5,400	-
767 Court Fees	15,441	20,343	22,563	25,000	40,000
774 Training/Travel/Mileage	5,936	6,618	7,880	10,000	12,000
780 Court Appointed Council	600	-	-	4,800	-
781 Promo/Pub Relations Activitie	-	-	-	500	500
782 Mileage Reimb/Car Allowance	-	-	-	500	500
783 Organization Membership Dues	205	230	330	750	750
799 Misc Contractural Services	17,410	17,084	15,099	30,000	30,000
801 Office Supplies	1,913	2,770	2,435	2,500	2,500
803 Miscellaneous Commodities	3,438	8,012	3,618	8,000	8,000
804 Gas/Oil/Misc	31,470	30,785	22,498	42,000	40,000
807 Printed Materials-	935	521	785	1,000	1,000
808 Postage & Postal Permit	454	252	73	1,200	1,200
810 Safety Equipment	(665)	(1,004)	4,238	4,000	4,000
850 Capital Outlay	18,013	2,673	658	8,000	8,000
TOTALS	$ 741,641	$ 798,453	$ 818,558	$ 924,651	$ 1,038,093

The Basehor Police Department coordinates public safety efforts throughout the City. Through investigations, patrols, and other efforts, the Police Department endeavors to deter and prevent criminal activity within the city. **Vehicle/equipment maintenance** and repair is required to maintain the fleet of response vehicles. The **Miscellaneous Contractual** Services line item includes image management expenses, TLO Online Investigative Services, Training @ Your Place, Leavenworth County Probation services, insurance claims, fire extinguisher maintenance, new employee psychological exams, citation books, statute pocket guides, UPC/STO books, indigent defense and departmental functional requirements. **Training-** all officers are required by Kansas Statute to obtain 40 hours of annual training. The **Miscellaneous Commodities** line item includes Watchguard video equipment and supplies, promotional items purchased for community policing, video and office supplies, radar system calibrations along with other departmental necessities.

GENERAL FUND	CITY FACILITIES ACCOUNTS: 01-005				
	2013 Actual	2014 Actual	2015 Actual	2016 Adotpted	2017 Proposed
752 Utility Gas	$ 9,612	$ 9,502	$ 6,254	$ 10,225	$ 10,000
753 Utility Electric	4,780	4,978	5,445	3,837	6,500
754 Utility Sewer & Solid Waste	-	-	-	300	300
755 Utility Water	1,623	2,658	1,398	1,722	1,800
757 Telephone/Fax/Internet Servic	3,959	4,256	3,776	4,544	4,500
761 Vehicle/Equipment Maint & Rep	460	257	230	1,000	1,000
777 Facility Repairs & Maintenanc	921	1,471	163	1,076	1,000
787 Street Lighting	37,465	47,952	46,873	53,813	60,000
797 Technology Support	42,874	38,754	36,740	45,000	50,000
799 Misc Contractural Services	14,225	8,941	8,261	23,000	10,000
803 Miscellaneous Commodities	2,334	1,609	1,922	1,184	2,000
810 Safety Equipment	151	837	154	162	200
850 Capital Outlay	881	-	-	1,050	1,050
TOTALS	$ 119,285	$ 121,217	$ 111,216	$ 146,913	$ 148,350

The **Technology Agreement** line item covers the agreement for services relating to information technology support and network security for all City Departments. **Miscellaneous Contractual** includes items such cleaning, general repairs and fire extinguisher inspections. It also includes the benefit district payments for Basehor Blvd, 155th St and 158th St. The **Miscellaneous Commodities** line item includes general supplies and maintenance materials. **Street Lighting** was moved from the Street Department to City Facilities as it is a City-wide utility expense.

GENERAL FUND		PARKS & RECREATION ACCOUNTS: 01-008				
PERSONNEL		**2013 Actual**	**2014 Actual**	**2015 Actual**	**2016 Adopted**	**2017 Proposed**
702	Personal Services Part Time	$ 7,505	$ 8,720	$ 15,770	$ 21,042	$ 15,000
704	Personal Services Overtime	112	808	615	-	-
735	Field Of Dreams Rebates	-	9,012	8,378	9,000	9,000
738	Field Of Dreams Expenses	15,380	25,262	18,163	36,000	36,000
753	Utility Electric	2,868	2,733	2,336	3,800	3,800
755	Utility Water	445	536	345	600	600
761	Vehicle/Equipment Maint & Rep	190	-	-	-	-
792	Park Maintenance & Repair	1,864	1,141	655	2,000	2,000
799	Misc Contractural Services	2,112	3,082	387	1,000	1,000
803	Miscellaneous Commodities	426	40	57	500	500
811	Maintenance Materials/Supplie	429	729	-	1,000	1,000
	TOTALS	$ 31,331	$ 52,063	$ 46,706	$ 74,942	$ 68,900

The Parks & Recreation Department provides quality recreational, sporting and leisure opportunities within the City of Basehor. This Department also enhances and maintains the City Park (including walking trail and restroom facilities). The Field of Dreams athletic complex expenses includes utilities. Utility expenses at the complex during the sports season are recouped from the City's youth programming contractor. $36,000 has been included in the Field of Dreams line item for the potential irrigation of the playing fields. Salary breakdown for a part-time regular employee is split in half between streets, park dept and also includes two part-time seasonal employees.

GENERAL FUND

PLANNING & ZONING

ACCOUNTS: 01-017

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
701	Personal Services	$ 102,165	$ 134,395	$ 126,278	$ 143,884	$ 117,940
704	Personal Services Overtime	1,154	477	450	1,000	1,000
751	Legal Professional Fees	(1,588)	-	-	-	-
758	Paging/Wireless	1,084	1,023	1,454	1,400	1,500
760	Notices & Printed Materials	2,258	1,067	1,135	2,000	2,000
761	Vehicle/Equipment Maint & Rep	103	660	954	1,300	1,100
765	Professional Svcs/Studies	770	2,731	3,111	10,000	10,000
774	Training/Travel/Mileage	559	359	425	2,000	1,500
783	Organization Membership Dues	834	399	350	700	700
799	Misc Contractural Services	4,051	4,699	3,041	4,300	2,500
801	Office Supplies	489	323	870	500	750
803	Miscellaneous Commodities	2,503	1,400	63	1,000	1,000
804	Gas/Oil/Misc	1,812	1,798	1,454	2,500	2,000
808	Postage & Postal Permit	165	157	234	-	250
850	Capital Outlay	1,324	1,696	1,750	2,000	2,000
	TOTALS	$ 117,683	$ 151,184	$ 141,569	$ 172,584	$ 144,240

The Planning & Zoning Department promotes quality neighborhood/commercial maintenance and development. The department conducts reviews of all construction plans for compliance with the latest building codes, engineering standards and environmental requirements. Reviews with detailed, on-site inspections of construction activity throughout the building process are also conducted. **Engineering Services** and **Consulting/Special Studies** are included in **Professional Services**. **Professional Services** include miscellaneous traffic studies, geotechnical studies, and licensed survey work. **Miscellaneous Contractual** includes maintenance on AutoCAD, GIS, Laredo and aerial mapping. **Miscellaneous Commodities** include field equipment replacement, survey equipment, safety equipment, and 36" printing paper. **Capital Outlay** will provide for the replacement of forty permit job boxes. Salary includes half of the administrative assistant position salary.

GENERAL FUND

MISCELLANEOUS

ACCOUNTS: 01-011

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
905	Transfer To Employee Benefit	$ -	$ -	$ 14,739	$ -	$ -
971	Trans To Equipment Res Fund	84,901	121,177	-	91,200	91,200
972	Trans To Sewer Fund	-	-	75,000	-	-
856	Developer Reimbursements	2,384	220	955	-	-
985	Neighborhood Revitalization	19,871	28,172	46,007	21,500	46,962
	TOTALS	$ 107,156	$ 149,569	$ 136,701	$ 112,700	$138,162

Included in this budget is a Fleet Replacement Schedule which outlines the necessary transfers to cover the General Fund's share of equipment depreciation. The **Transfer to Equipment Reserve** is for this purpose. The **Neighborhood Revitalization Program** (NRP) Rebate covers the rebate of ad valorem taxes on constructed and eligible property improvements within the defined NRP neighborhoods.

BOND & INTEREST FUND

08-000

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 659,198	$ 586,415	$ 435,439	$ 266,185	$ 86,811
460	Ad Valorem Property Tax	69,861	18,118	18,689	70,656	194,401
461	Delinquent Property Taxes	-	-	-	-	-
464	Back Taxes	11,821	730	1,108	5,000	5,000
466	Prior Yr Current (Escape) Tax	2	-	(66)	-	-
470	Falcon Lake Bd Spec Assessmen	303,903	305,606	305,957	252,808	297,535
471	Pinehurst Bd Spec Assessment	235,408	201,029	204,381	252,809	212,306
481	Special Assessment/Btc	75,191	75,191	52,067	75,911	75,911
490	Comm Vehicle Prop Tax	-	280	134	-	-
491	Motor Vehicle Distribution	11,169	10,120	3,316	10,000	10,000
493	Recreational Vehicle Tax	115	99	33	98	100
496	16M & 20M Truck Tax	215	116	36	556	556
523	Tdd-Sales Tax Revenue	23,276	26,026	31,718	16,400	16,400
549	Go Bond Proceeds/Trf Re-Fi	2,676	-	-	-	-
551	Interest Income	1,311	1,851	1,417	2,500	1,250
	TOTAL REVENUE	734,948	639,166	618,790	686,738	813,459
	TOTAL AVAILABLE FUNDS	1,394,146	1,225,581	1,054,229	952,923	900,270
EXPENDITURES						
08-000-880	KDHE Payments					
883	KDOT TRF125 Refi. Payment	-	88,195	87,195	90,395	88,445
876	2012 GO Bonds (BTC & 155th)	120,595	219,280	221,280	216,930	222,580
	2012 GO Bond subtotal	***120,595***	***307,475***	***308,475***	***307,325***	***311,025***
860/862	2004, 2005 GO bond	644,917	18,705	18,135	12,099	11,675
868	Prepaid Special Assessment	-	3,862	3,819	-	
874	2013 GO Bonds	40,793	459,600	456,800	458,900	465,800
888	2015 GO Bond	-	-		87,788	86,770
	Future Debt Service	-	-	-	-	
985	Neighborhood Revitalization	1,426	500	815	-	-
877						
TOTAL EXPENDITURES		807,731	790,142	788,044	866,112	875,270
UNRESERVED CASH BALANCE		$ 586,415	$ 435,439	$ 266,185	$ 86,811	$ 25,000

MILL LEVY INFORMATION	2016	2017
FUND REQUIREMENTS	$ 70,688	$ 194,401
ADD FOR DELINQUENT TAXES	5%	5%
TOTAL AD VALOREM	$ 74,223	$ 204,122
RATE OF LEVY IN MILLS	**$1.375**	**$3.662**
		2.287

The Bond & Interest Fund is used to account for the payment of principal and interest on long term general obligation debts. KSA 79-2930 allows up to an additional 5% for delinquent taxes over the actual delinquency rate. The **Future Debt Service** line item will be utilized for future financing capacity and protection against default if revenues are not collected as anticipated.

EMPLOYEE BENEFIT

20-000

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 135,031	$ 167,930	$ 129,527	$ 131,088	$ 60,893
460	Ad Valorem Property Tax	365,549	366,829	379,611	392,400	404,342
461	Delinquent Property Taxes	-	-	-	-	-
464	Back Taxes	6,921	3,935	5,386	7,029	6,000
466	Prior Yr Current (Escape) Tax	9	1	14	-	-
490	Comm Vehicle Prop Tax	-	1,467	2,197	-	2,100
491	Motor Vehicle Distribution	36,797	52,381	59,135	63,274	67,704
493	Recreational Vehicle Tax	478	520	635	498	600
496	16M & 20M Truck Tax	10,016	491	189	494	200
551	Interest Income	328	471	351	600	300
672	Trans From Sewer Fund	47,535	54,871	82,522	62,000	85,000
673	Trans From General Fund	-	-	14,739	-	-
675	Trans From Solid Waste Fund	16,294	18,569	20,163	22,314	20,000
	TOTAL REVENUE	483,927	499,535	564,942	548,609	586,246
	TOTAL AVAILABLE FUNDS	618,958	667,465	694,469	679,697	647,139
EXPENDITURES						
737	Work Comp	23,993	31,030	34,735	30,105	45,901
740	Employee Life Insurance	870	1,038	1,197	1,026	1,200
743	Short Term Disability	3,429	3,852	4,082	4,707	5,100
744	Long Term Disability	2,734	2,943	2,988	3,755	4,000
746	Social Security	74,507	81,398	82,868	91,753	99,500
747	Medicare	17,425	19,037	19,380	21,458	23,500
748	Kansas Unemployment Tax	9,356	15,111	1,283	19,159	21,000
749	Vision Plan	3,933	4,443	4,839	5,366	4,950
772	Employee Medical Insurance	134,819	162,785	172,405	190,616	200,250
773	Employee Deferred Compensatio	62,924	66,480	67,440	83,650	78,185
778	Employee Dental Insurance	11,780	13,379	13,993	15,042	12,250
786	Kansas Policemen & Firemen	97,798	126,306	141,616	142,167	135,000
985	Neighborhood Revitalization	7,460	10,137	16,555	10,000	16,000
847	Budget Stabilization	-	-	-	-	-
	TOTAL EXPENDITURES	$ 451,028	$ 537,938	$ 563,381	$ 618,804	$ 646,836
	UNRESERVED CASH BALANCE	$ 167,930	$ 129,527	$ 131,088	$ 60,893	$ 303
	MILL LEVY INFORMATION				**2016**	**2017**
	FUND REQUIREMENTS				$ 392,400	$ 404,342
	ADD FOR DELINQUENT TAXES				5%	5%
	TOTAL AD VALOREM				$ 412,019	$ 424,560
	RATE OF LEVY IN MILLS				7.617	7.617

KSA 12-16,102 authorizes the establishment of an employee benefit fund. KSA 79-2930 allows up to an additional 5% for delinquent taxes over the actual delinquency rate. The cost of employee benefits for all City employees are included in one fund to allow a clear reporting of the total cost to the City for providing those benefits. This Fund has not included a contingency line item in the past. These funds will be used as a stop gap measure if revenues are not collected as anticipated as well as a cushion against future increases.

Note: In reference to the 2015 Amended column above, this page replaces the previous Employee Benefit Fund summary from July 6th. This new page reflects a technical correction to the previous and amends the 2015 Budget as required by Kansas Statute.

SOLID WASTE FUND

REVENUES & EXPENSES

ACCOUNTS: 09-000; 09-010;

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 110,283	$ 110,478	$ 119,379	$ 122,035	$ 92,309
411	Deffenbaugh Bag Stickers	449	259	(189)	500	500
495	Delinquent Fee Collections	1,011	806	269	1,500	500
521	Utility Billing Charges	289,218	296,352	319,530	290,000	315,000
551	Interest Income	195	288	255	550	250
	TOTAL REVENUE	290,873	297,705	319,865	292,550	316,250
	TOTAL AVAILABLE FUNDS	401,156	408,183	439,244	414,585	408,559
EXPENIDTURES						
701	Personal Services	-	35,171	51,483	-	-
704	Personal Services Overtime	-	625	832	-	-
774	Training/Travel/Mileage	-	-	-	500	-
775	Solid Waste Disposal	258,176	229,144	240,914	248,614	245,000
803	Miscellaneous Commodities	439	65	214	100	100
807	Printed Materials-	-	794	-	500	500
808	Postage & Postal Permit	3,000	2,507	2,500	3,000	3,000
850	Capital Outlay	255	-	-	500	500
903	Trans To General Fund	10,874	-	-	45,647	54,879
905	Transfer To Employee Benefit	16,294	18,569	20,163	22,314	20,000
	TOTALS	**290,678**	**288,804**	**317,209**	**322,276**	**325,080**
	UNRESERVED CASH BALANCE	$ 110,478	$ 119,379	$ 122,035	$ 92,309	$ 83,479

The City of Basehor contracts with Deffenbaugh Industries to provide solid waste collection and single stream curbside recycling utilizing poly-carts. The transfer to the General Fund allocates the partial salaries for City staff involved in operating the utility. Ten percent of the City Administrator, City Clerk/Finance Director, Accounting Clerk and Street Department line staff's salaries are accounted for in this Fund. Fifty percent of the Utility Billing Clerk's salary and ten percent of the City Superintendent's salary is accounted for in this Fund.

SEWER FUND

REVENUES

05-000

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 814,394	$ 1,019,841	$ 1,268,059	$ 1,718,937	$ 1,389,504
408	Sewer Connection Fees	319,779	365,150	284,750	150,000	250,000
410	Sewer Cap Imp Connection Fe	8,900	10,900	8,500	-	5,000
468	Special Sewer Assessment	15,173	16,428	16,006	-	16,000
472	24-40 Taxing District	77,711	77,560	76,605	72,162	75,000
473	Other Financing Source-Debt I	-	-	300,000	-	-
495	Delinquent Fee Collections	77,984	48,309	39,347	44,000	40,000
521	Utility Billing Charges	1,082,485	1,139,665	1,196,503	1,197,361	1,227,295
551	Interest Income	1,562	2,835	3,141	1,500	2,500
673	Trans From General Fund	-	-	75,000	-	-
	TOTAL REVENUE	1,583,594	1,660,847	1,999,852	1,465,023	1,615,795
	TOTAL AVAILABLE FUNDS	**2,397,988**	**2,680,688**	**3,267,910**	**3,183,959**	**3,005,299**
	TOTAL EXPENDITURES	**1,314,457**	**1,412,629**	**1,548,974**	**1,794,456**	**1,857,077**
	UNRESERVED CASH BALANCE	$ 1,019,841	$ 1,268,059	$ 1,718,937	$ 1,389,504	$ 1,148,222

The Sewer Fund accounts for revenues and expenses related to the provision of sewer services to City residents and customers in adjacent areas. It is classified as an Enterprise Fund rendering services on a user charge basis. The system is a self supporting entity and the accounting must make it possible to demonstrate whether the enterprise is operating at a profit or loss. Rates are set based on the cash needs approach with revenues equaling or exceeding budgetary expenditure appropriations which include both capital outlay and debt retirement. Users of the system are charged based on actual water usage during the months of December, January and February.

SEWER FUND

EXPENSES

ACCOUNTS: 05-009

PERSONNEL		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
701	Personal Services	$ 80,216	$ 163,279	$ 211,959	$ 120,390	$ 141,024
704	Personal Services Overtime	2,551	3,432	4,030	4,489	4,500
753	Utility Electric	108,591	116,789	123,130	114,000	125,000
757	Telephone/Fax/Internet Servic	1,516	1,599	3,077	-	3,000
758	Paging/Wireless	1,084	1,452	1,347	-	1,500
761	Vehicle/Equipment Maint & Rep	2,471	1,844	1,211	5,000	5,000
762	Sludge Waste Removal	28,161	23,196	17,850	25,000	25,000
774	Training/Travel/Mileage	2,453	404	255	3,000	2,000
777	Facility Repairs & Maintenanc	14,814	15,797	12,319	15,000	15,000
789	Collection Sys Maint & Repair	24,326	29,901	24,611	35,000	35,000
790	Sampling	3,614	3,295	3,221	5,400	5,400
799	Misc Contractural Services	15,110	6,939	4,019	2,500	5,000
801	Office Supplies	159	118	42	-	-
803	Miscellaneous Commodities	5,215	1,916	5,135	5,000	5,000
804	Gas/Oil/Misc	10,810	9,429	6,364	5,500	5,000
807	Printed Materials-	-	794	900	500	900
808	Postage & Postal Permit	3,435	6,906	8,460	4,000	8,500
810	Safety Equipment	836	1,503	1,288	1,500	1,500
811	Maintenance Materials/Supplie	11,437	15,727	11,838	18,000	18,000
845	New Equipment	17,893	33,623	12,467	21,000	15,000
850	Capital Outlay	255	14,668	-	-	-
854	Sewer Line Rehab	2,156	28,956	56,641	155,000	100,000
865	Capital Improvement	-	-	-	-	38,000
875	Kdhe Loan Pymt-Do Not Split	882,009	864,192	971,492	1,093,359	1,094,495
903	Trans To General Fund	47,810	-	-	98,818	118,258
905	Transfer To Employee Benefit	47,535	54,871	82,522	62,000	85,000
971	Trans To Equipment Res Fund	-	12,000	-	-	-
980	Other Financing Use-Underwrite Dis	-	-	(15,204)	-	-
	TOTALS	$ 1,314,457	$ 1,412,629	$ 1,548,974	$ 1,794,456	$1,857,077

The **Sewer Line Rehabilitation** line item includes $100,000 to repair and replace infrastructure. The increase in the General Fund transfer more accurately allocates the percentage of wages required to operate the sewer system. Forty percent of the City Superintendent and one half of the Utility Clerk's wages are allocated to the Sewer Fund. The full time wages included in the budget account for the three full time wastewater operator positions.

CONSOLIDATED HIGHWAY FUND

ACCOUNTS: 10-000

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 1,946,612	$ 1,710,040	$ 1,986,678	$ 2,203,656	$ 1,575,656
452	Local Sales/Use Tax	162,815	195,475	220,076	165,000	215,000
456	County Sales/Use Tax	175,508	189,207	212,585	165,000	190,000
458	Special City/County Hwy Tax	119,471	125,378	131,647	120,000	131,647
494	County Fuel Tax	14,050	14,321	14,373	13,000	14,000
551	Interest Income	3,032	4,164	4,814	4,000	4,500
647	Excise/Impact Fees	-	-	-	80,000	-
648	Other Road Excise Tax	20,033	11,017	32,447	-	25,000
649	Falcon Lakes Impact Fee	40,466	31,265	14,430	-	13,000
650	Prairie Gardens Rd Excise Tax	1,777	1,777	-	-	-
651	Prairie Lakes Road Excise Tax	9,172	12,841	18,345	-	17,000
652	Theno Estates Exise Tax	-	4,747	7,912	-	7,000
653	Cedar Falls Exise Tax	-	10,628	2,126	-	2,100
655	Pinehurst Rd Excise Tax	4,533	8,272	7,742	-	7,000
657	Hidden Ridge Excise Tax	20,110	10,055	8,379	-	8,000
658	Honey Creek Road Excise Tax	13,982	15,730	13,982	-	12,000
662	Metzger Meadows Excise Tax	4,370	2,913	-	-	-
664	Hollingsworth Estates	-	5,297	7,945	-	7,000
665	High Point Downs Excise Tax	43,435	57,396	23,269	-	20,000
666	Creek Ridge Excise Tax	-	8,891	1,976	-	1,000
667	Sidewalk Construction Pymt	(8,182)	-	-	-	-
	TOTAL REVENUE	624,572	709,374	722,048	547,000	674,247
	TOTAL AVAILABLE FUNDS	2,571,184	2,419,414	2,708,726	2,750,656	2,249,903
771	Street Repairs & Maintenance	30,271	72,503	7,817	125,000	125,000
799	Misc Contractural Services	11,021	11,123	12,275	10,000	10,000
803	Miscellaneous Commodities	86	-	-	-	-
811	Maintenance Materials/Supplie	38,123	49,122	47,468	70,000	70,000
846	Street Cip Projects - Storm Water/Sewer Rehab	-	-	117,907	615,000	-
*******	Curbs and gutters	-	-	-	-	100,000
849	Street Improvements	781,643	299,988	319,603	355,000	355,000
	TOTAL EXPENDITURES	861,144	432,736	505,070	1,175,000	660,000
	UNRESERVED CASH BALANCE	$ 1,710,040	$ 1,986,678	$ 2,203,656	$ 1,575,656	$ 1,589,903

The Consolidated Highway Fund is used for street maintenance and repair, the pavement management plan, as well as the purchase of road salt and sand. The **Street Repairs & Maintenance** line item will allow for the continuation of the Pavement Management Program. The Maintenance **Materials/Supplies** line item includes items such as salt, sand and street signs. The **Street Repairs and Maintenance** line item is used for any unforeseen street repairs that may be required during the course of the year or for larger street replacement projects not included in the pavement management plan.

SPECIAL PARK & REC FUND

ACCOUNTS: 04-000

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 109,764	$ 121,632	$ 152,778	$ 111,119	$ 39,419
451	Local Alcohol Liquor Fund	9,462	10,126	11,015	8,000	8,000
459	Res 93-01 Park Fee	18,800	21,600	17,200	8,000	15,000
513	Donations	10	30	10	-	10
551	Interest Income	177	290	321	300	300
	TOTAL REVENUE	28,449	32,046	28,546	16,300	23,310
	TOTAL AVAILABLE FUNDS	138,213	153,678	181,324	127,419	62,729
EXPENDITURES						
738	Field Of Dreams Expenses	11,576	900	7,176	8,000	8,000
792	Park Maintenance & Repair	-	-	6,170	10,000	10,000
850	Capital Outlay	5,005	-	-	-	-
	City Park			56,859	70,000	44,729
	TOTAL EXPENDITURES	16,581	900	70,205	88,000	62,729
	UNRESERVED CASH BALANCE	$ 121,632	$ 152,778	$ 111,119	$ 39,419	$ -

This Fund is used to account for parks and recreation expenditures funded from the State liquor tax and City Parkland fees. These monies may only be used for park and recreation improvements and maintenance.

CAPITAL IMPROVEMENT FUND

ACCOUNTS: 12-000

		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 1,424,266	$ 1,507,879	$ 1,269,695	$ 2,143,067	$ 1,260,601
452	Local Sales/Use Tax	81,408	97,737	110,038	82,000	100,000
473	Other Financing Source-Debt I	-	-	995,000	-	-
482	Other Financing Source-Bond	-	-	64,758	-	-
511	Other Revenues	-	-	3,150	-	-
551	Interest Income	2,205	3,269	3,854	2,000	3,000
	TOTAL REVENUE	83,613	101,006	1,176,800	84,000	103,000
	TOTAL AVAILABLE FUNDS	1,507,879	1,608,885	2,446,495	2,227,067	1,363,601
EXPENDITURES						
799	Misc Contractural Services	-	-	98,542	-	50,000
846-201501	Sidwalk/Lv Rd (City Park-155T	-	-	69,620	631,466	-
850	Capital Outlay	-	339,190	65,077	250,000	-
850.201503	Capital Outlay (city park)	-	-	-	85,000	70,000
850.201701	Capital Outlay (City Campus)	-	-	-	-	320,000
855	Bond Issuance Cost	-	-	54,985	-	-
980	Other Financing Use-Underwri	-	-	15,204	-	-
	TOTALS	-	339,190	303,428	966,466	440,000
	UNRESERVED CASH BALANCE	$ 1,507,879	$ 1,269,695	$ 2,143,067	$ 1,260,601	$ 923,601

This Fund is used to account for resources that are used for acquiring or significantly improving capital facilities (roads, buildings, etc.), except for those facilities that are financed by special assessment funds and enterprise funds.

CEDAR LAKE MAINTENANCE FUND		ACCOUNTS: 07-000				
		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 3,713	$ 13,627	$ 14,410	$ 17,892	$ 17,947
454	Maintenance Fees	40,000	40,000	40,000	40,000	40,000
551	Interest Income	16	16	56	55	55
	TOTAL REVENUE	40,016	40,016	40,056	40,055	40,055
	TOTAL AVAILABLE FUNDS	43,729	53,643	54,466	57,947	58,002
EXPENDITURES						
07-000-799	Miscellaneous Contractual	30,102	39,233	36,574	40,000	40,000
	TOTAL EXPENDITURES	30,102	39,233	36,574	40,000	40,000
	UNRESERVED CASH BALANCE	$ 13,627	$ 14,410	$ 17,892	$ 17,947	$ 18,002

The Sewer District #7 Maintenance Fund is to be used for expenses related to ongoing sewer operations in the Cedar Lake Estates sewer district.

SEWER DISTRICT #3 MAINTENANCE FUND		ACCOUNTS: 21-000				
		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 19,683	$ 22,788	$ 30,418	$ 35,726	$ 35,876
454	Maintenance Fees	33,000	33,000	33,000	33,000	33,000
551	Interest Income	28	40	88	150	150
	TOTAL REVENUE	33,028	33,040	33,088	33,150	33,150
	TOTAL AVAILABLE FUNDS	52,711	55,828	63,506	68,876	69,026
EXPENDITURES						
799	Miscellaneous Contractual	29,923	25,410	27,780	33,000	33,000
	TOTAL EXPENDITURES	29,923	25,410	27,780	33,000	33,000
	UNRESERVED CASH BALANCE	$ 22,788	$ 30,418	$ 35,726	$ 35,876	$ 36,026

The Sewer District #3 Maintenance Fund is to be used for expenses related to maintenance in the sewer district of Glenwood Ridge.

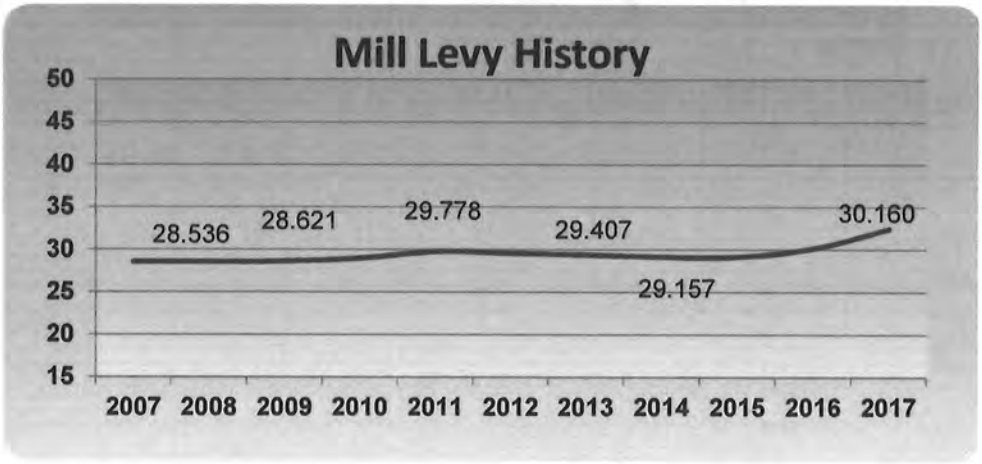
MUNICIPAL EQUIP RESERVE FUND (MERF)		ACCOUNTS: 11-000				
		2013 Actual	2014 Actual	2015 Actual	2016 Adopted	2017 Proposed
Beginning of year balance		$ 341,721	$ 312,729	$ 301,105	$ 250,727	$ 166,927
551	Interest Income	373	449	387	-	350
672	Trans From Sewer Fund	-	12,000	-	-	-
673	Trans From General Fund	84,901	121,177	91,200	91,200	91,200
	TOTAL REVENUE	85,274	133,626	91,587	91,200	91,550
	TOTAL AVAILABLE FUNDS	426,995	446,355	392,692	341,927	258,477
EXPENDITURES						
850	Capital Outlay	109,543	10,640	8,771	25,000	25,000
870	Capital Outlay - Police	4,723	93,053	88,668	75,000	50,000
871	Capital Outlay - Pwd/Sewer	-	41,557	44,526	75,000	28,155
	TOTAL EXPENDITURES	114,266	145,250	141,965	175,000	103,155
	UNRESERVED CASH BALANCE	$ 312,729	$ 301,105	$ 250,727	$ 166,927	$ 155,322

Kansas statutes provide that any Governing Body of any city may provide, by adoption of an Ordinance, for a Municipal Equipment Reserve Fund to finance the acquisition of equipment. Moneys may be budgeted and transferred to such fund from any source which may be lawfully utilized for such purposes, including equipment use charges on the various departments and agencies of the City to finance new and replacement equipment. Equipment includes machinery, vehicles and any other equipment or property including, but not limited to, computer hardware and software, which the city is authorized to purchase for municipal purposes. Transfers to this Fund are calculated based on the Fleet Replacement Schedule with each Fund covering its own projected depreciation. By following the transfer schedule the City should be able to avoid significant single year budget increases. Expenditures from this Fund do not require budgeting as it is a Reserve Fund. The 2016 MERF also includes the replacement of a 2000 Ford 4x4 pickup/plow.

Budget year →	2017	2016	2015	2014
Home Value	$ 200,000	$ 200,000	$ 200,000	$ 200,000
Appraised Valuation	23,000	23,000	23,000	23,000
Tax per mill	23	23	23	23
City Mill Levy	32.447	29.160	29.157	29.407
City Tax	$ 746	$ 671	$ 671	$ 676
Change	76			

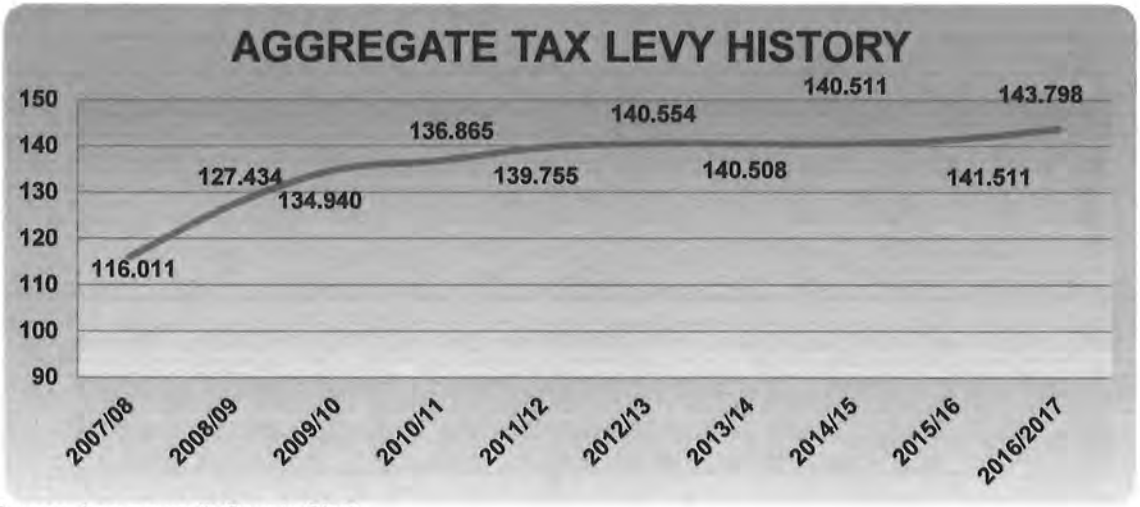
CITY OF BASEHOR
MILL LEVY HISTORY

Budget Year	Total	General	Debt Service	Employee Benefit
2007	28.536	28.536	0.000	0
2008	28.547	25.340	3.207	0
2009	28.621	27.953	0.668	0
2010	28.976	28.640	0.336	0
2011	29.778	17.440	3.100	9.238
2012	29.596	18.974	2.032	8.590
2013	29.407	20.320	1.458	7.629
2014	29.157	21.165	0.376	7.616
2015	29.160	21.168	0.375	7.617
2016	30.160	21.168	1.375	7.617
2017	32.447	21.168	3.662	7.617

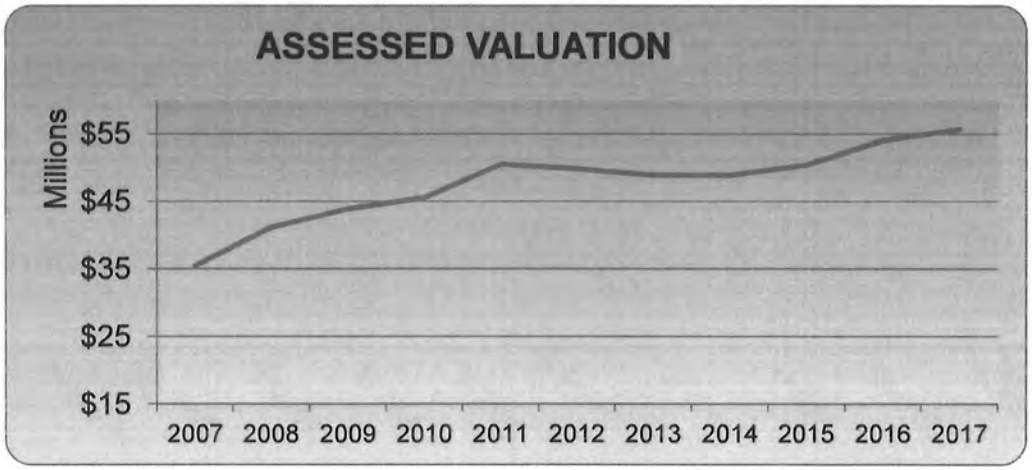


AGGREGATE TAX LEVY HISTORY

Year Tax/Budget	City	Leavenworth County	USD #458	State	Other	Total Levy
2007/08	28.547	28.121	47.688	1.5	10.155	116.011
2008/09	28.621	31.560	54.644	1.5	11.109	127.434
2009/10	28.977	32.052	61.009	1.5	11.402	134.940
2010/11	29.778	33.085	61.012	1.5	11.490	136.865
2011/12	29.596	35.513	61.500	1.5	11.646	139.755
2012/13	29.407	36.514	66.148	1.5	6.985	140.554
2013/14	29.157	36.570	61.505	1.5	11.776	140.508
2014/15	29.160	36.570	61.505	1.5	11.776	140.511
2015/16	30.160	36.570	61.505	1.5	11.776	141.511
2016/2017	32.447	36.570	61.505	1.5	11.776	143.798



Source: Leavenworth County Clerk

CITY OF BASEHOR
ASSESSED VALUATION

	Budget YEAR		Total	
	2007	$	35,473,155	
	2008	$	41,143,071	15.98%
	2009	$	43,924,056	6.76%
	2010	$	45,550,427	3.70%
	2011	$	50,502,675	10.87%
	2012	$	49,823,218	-1.35%
	2013	$	48,877,985	-1.90%
	2014	$	48,885,631	0.02%
	2015	$	50,416,747	3.13%
	2016	$	54,115,049	7.34%
Estimated	2017	$	55,738,500	3.00%