

# Agenda

Basehor City Council

Work Session

September 10, 2012 7:00 p.m.

Basehor City Hall



1. Presentation of Standard & Poor's Bond Rating Award (Springsted, Inc.)
2. Review Springsted, Inc. Payment
3. City Administrator Search Discussion
4. Review Deferral of Building Permit Fees Agreement



## Item 2

**Date:** August 13, 2012

**To:** Basehor City Council  
Interim City Administrator, Lloyd Martley

**From:** Corey Swisher, City Clerk/Finance Director

**Re:** Review Springsted Incorporated Payment

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### **Background:**

On April 16, 2012, Travis Miles moved to allow the Mayor to enter into a one year agreement with Springsted Incorporated for financial advisory services. The cost of service was not to exceed \$12,281 with Healy seconding. The motion passed unanimously, 5-0.

The not to exceed cost was based on the permanent financing of Basehor Town Center (BTC) and 155<sup>th</sup> Street Improvements which was estimated at \$3,762,500. After engaging Springsted for the BTC financing it was discovered that the City could realize considerable savings by refunding other outstanding loans.

The total General Obligation Bond sale was \$8,835,000. Subsequently the cost for advisory services is higher than the initial \$12,281. Since April 16, the cost for BTC & 155<sup>th</sup> went from \$12,281 down to \$6,890.54 with the refunding picking up the remaining \$10,962 in Springsted's fee. Springsted's fee schedule is based on total amount of principal at the time sale recommendations are issued. The City has received a final invoice for \$17,852.76 and staff requests that Council give approval for payment. The cost for financial advisory services was included in the bond proceeds.

### **Requested Council Action:**

Review payment and direct staff to include on September 17, Consent Agenda.

### **Attachments:**

August 14, 2012 Springsted, Inc. Invoice  
2012 Agreement for Financial Services



Springsted Incorporated  
 380 Jackson Street, Suite 300  
 Saint Paul, MN 55101-4705  
 Tel: 651-223-3000  
 Fax: 651-223-3002  
 www.springsted.com

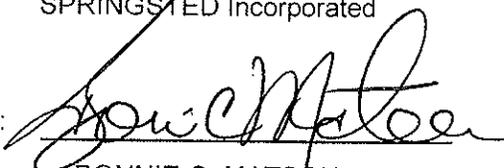
Mr. Corey Swisher  
 City Clerk & Finance Director  
 City of Basehor, KS  
 2620 North 155th Street  
 P.O. Box 406  
 Basehor, KS 66007

August 14, 2012  
 Project No: 003188.100  
 Invoice No: 1

For Services Preliminary to the Issuance of \$8,835,000 City of Basehor, Kansas General Obligation Refunding and Improvement Bonds, Series 2012

Basic Fee:			16,982.50
Printing and Copies:			
Copies		51.30	
Official Statement Printing		479.31	
Total Printing and Copies		530.61	530.61
Miscellaneous:			
Travel		111.57	
Delivery and Fax		35.32	
Other Reimbursements		192.76	
Total Miscellaneous		339.65	339.65
		Total this Invoice	\$17,852.76

I declare under penalty of law that this account is just and correct and that no part of it has been paid.

SPRINGSTED Incorporated  
 BY:   
 BONNIE C. MATSON

This statement is due on the date that payment is received for the bonds relative to which this billing is made. Commencing 30 days thereafter, interest will be charged at a rate of 1% per month.

## AGREEMENT FOR FINANCIAL ADVISOR SERVICES

THIS AGREEMENT is made as of the 16<sup>th</sup> day of April, 2012, by and between the City of Basehor, Kansas, ("Client") and Springsted Incorporated ("Advisor"), a Minnesota corporation.

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. For each Debt Obligation issued by the Client during the term of this Agreement, the Advisor shall advise the Client as to the following matters related to the Debt Obligation, depending on the characteristics of the Debt Obligation and the needs of the Client; (a) the basis and procedure for authorization of the Debt Obligation; (b) the structure of the Debt Obligation; (c) the need for and type of collateral or other devices for securing repayment of the Debt Obligation or of any loan made by the Client with the proceeds of the Debt Obligation; (d) an estimate, based on data provided by the Client, as to the sufficiency of revenue to repay the Debt Obligation or any loan made by the Client with the proceeds of the Debt Obligation; (e) the ratability of the Debt Obligation; (f) the marketability of the Debt Obligation; and (g) the rate of interest at which the Debt Obligation should be issued. In addition, depending on the characteristics of the Debt Obligation and the needs of the Client, the Advisor may assist the Client in drafting the Official Statement related to the Debt Obligation, apply for a credit rating, print or arrange for printing of the Official Statement, the instruments evidencing the Debt Obligation, and any related documents. For the purposes of this Agreement the term "Debt Obligation" shall mean all indebtedness issued by the Client which is evidenced by a bond or similar instrument.
2. Compensation. For each Debt Obligation the Client shall compensate the Advisor at the rates set forth in Appendix A attached hereto.
3. Term and Termination. This Agreement shall commence as of the date hereof, and shall renew yearly until terminated by either party by written notice given at least 60 days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any Debt Obligation, whether or not complete, for which the Advisor has provided services prior to the date that it received such notice.
4. Indemnification; Sole Remedy. Springsted Incorporated agrees to defend, indemnify and hold harmless the Client, its officials, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees resulting from any act or omission of Springsted Incorporated, a subcontractor or anyone directly or indirectly employed by them in the performance of the services herein contracted for by the Client, and against all loss by reason of the failure of Springsted Incorporated, a subcontractor, or anyone directly or indirectly employed by them to perform any obligation herein contracted for by the Client.
5. Confidentiality; Disclosure of Information.
  - 5.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor or which the Advisor becomes aware of in the performance of its duties hereunder

("Client Information") shall be deemed by the parties to be the property of the Client. The Advisor may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.

5.2 Advisor Information. The Client acknowledges that in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor unless required by the Kansas Open Records Act, K.S.A. 45-215 et seq..

6. Miscellaneous

6.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any Debt Obligation.

6.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.

6.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.

6.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

6.6 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

6.7 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

City of Basehor  
PO Box 406  
Basehor, KS 66007  
Attention: City Clerk/Finance Director

If to the Advisor, to:

Springsted Incorporated  
380 Jackson Street, Suite 300  
St. Paul, MN 55101-2887  
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

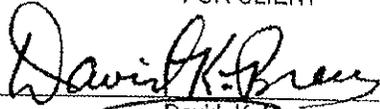
ABANDONMENT:

If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in Section 5 herein. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first.

Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

This Appendix is acknowledged to be a part of the Agreement, effective as of 04/20/12, between the Client and the Advisor.

FOR CLIENT



David K. Breuer

Mayor

SPRINGSTED Incorporated



Bryan R. Kirtney

Vice President/Client Representative

APPENDIX A OF AGREEMENT BETWEEN  
The City of Basehor, Kansas

AND

Springsted Incorporated

Effective as of 07/20/12

**SCHEDULE OF ADVISOR'S COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS:**

Section 1. General obligation debt:

<b>General Obligation Bonds</b>	
<b>Par Amount</b>	<b>Fee</b>
Less than \$2M	Base fee of \$6,000 plus \$2.00 per \$1,000 issuance
\$2M to \$15M	Base fee of \$10,000 plus \$0.75 per \$1,000 issuance
Greater than \$10M	To be mutually agreed upon

<b>Temporary Notes</b>	
<b>Par Amount</b>	<b>Fee</b>
Less than \$500,000	\$6,000
Greater than \$500,000	\$6,000

<b>Special Assessment General Obligation Bonds</b>
Same as General Obligation Bonds schedule. Assistance with preparation of assessment rolls billed on an hourly or not-to-exceed basis.

The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section 5 below.

Section 2. Refunding bonds:  
Current refunding at same fee schedule as general obligation bonds. Advanced refunding at 1.25 times general obligation bonds schedule.

Section 3. Revenue, special obligation, and 3<sup>rd</sup> party private placement bonds:  
1.25 times general obligation bonds schedule.

Section 4. Expenses:  
The Client shall be responsible for issuance expenses including, without exclusion of other

expenses: (i) printing and distributing the Official Statement, (ii) publication of notices, (iii) legal fees, (iv) printing, (v) delivery and settlement, (vi) travel, (vii) rating fees, (viii) out-of-pocket Debt Obligation related expenses, and (ix) governmental and governmental agency fees and charges.

Section 5. Schedule of hourly rates for non-Debt Obligation related services:

<b>Hourly Fee Schedule</b>	
<b>Title</b>	<b>Rate</b>
Principal & Senior Officer	\$220
Officer & Project Manager	\$190
Senior Associate	\$155
Associate	\$145
Support Staff	\$ 65

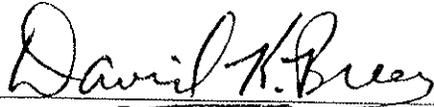
Section 6. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing Section 5 of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.

Section 7. Due Dates:

1. The Advisor's fees for a Debt Obligation shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error or act of commission or omission by the Client, the Advisor shall be paid the amount which would have been due upon closing. If, however, the reason for non-closing is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
2. Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.
3. All amounts due the Advisor shall be due upon the Client's receipt of billing.

Section 8. The fees set out herein shall be effective for 12 months from the effective date of the Agreement and shall extend to any Debt Obligation for which the Advisor has performed a service pursuant to the Agreement relative to the Debt Obligation within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.

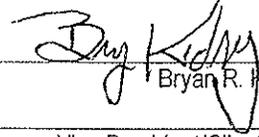
FOR CLIENT



~~David K. Brewer~~

Mayor

SPRINGSTED Incorporated



Bryan R. Kidney

Vice President/Client Representative

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 3

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**Topic:** City Administrator position

**Action Requested:** Discussion regarding the hiring of a new City Administrator

**Narrative:** On September 19, 2011 former City Administrator Mark Loughry was terminated. Lloyd Martley was appointed as the Interim City Administrator. The council has requested discussion for the process of hiring a new City Administrator

**Presented by:** Lloyd Martley, Interim City Administrator

**Administration Recommendation:** Determine the best process and time for hiring a new City Administrator

**Committee Recommendation:** N/A

**Attachments:** none

**Projector needed for this item?**

No

# MEMO

**Date:** September 5, 2012

**To:** Mayor/Governing Body

**From:** Lloyd Martley, Interim City Administrator

**Ref:** Hiring a new City Administrator

**Background:**

On September 19, 2011, former Basehor City Administrator Mark Loughry was terminated. Subsequently, Police Chief Lloyd Martley was appointed to fill the position as Interim City Administrator. The City has since reached an amicable settlement with Mark Loughry and Councilman Drennon has requested that Council discuss potential processes for hiring a new City Administrator.

There are several options to consider for this process. The City could contract with The League of Kansas Municipalities (LKM) or another executive search firm or utilize the City's current Human Resource provider and City staff to identify potential candidates. A few of these options could be fairly expensive. The City paid the LKM approximately \$5,250 for City Administrator services in 2009.

Another factor to consider is, should the City move forward with hiring a new City Administrator prior to the upcoming election in April? There are going to be two Council seats and the Mayor's position up for election. Should the City wait until after the election, therefore giving the new Governing Body the opportunity to participate in the hiring of a new Administrator? Obviously there are several other factors to consider such as contract length, benefits and salary.

**Requested Council Action:**

Discuss City Administrator replacement process.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 4

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**Topic:** Deferral of Fees and Real Estate Lien Agreement

**Action Requested:** Approve revised agreement

**Narrative:** Council previously approved current agreement. We have revised the agreement to include multi-unit developments stating the developer would be required to pay the deferred permit fees once the first occupancy permit is issued.

**Presented by:** Lloyd Martley, Interim City Admin.

**Administration Recommendation:** Approve as requested

**Committee Recommendation:** N/A

**Attachments:** Old agreement, new agreement, Memo

**Projector needed for this item?**

No

# MEMO

Date: September 5, 2012

To: Mayor/Governing Body

From: Lloyd Martley, Interim City Admin

Ref: Deferral of Fees and Real Estate Lien Agreement

The council previously approved an agreement for the deferral of building permit fees for residential development. The original agreement allows for the payment of the permit fees to be deferred until an occupancy permit is issued. It was determined that the original agreement did not take into consideration that a developer might build, two-family residential units, multi-family units as well as single family homes and was deferring the payment of fees until all units were issued occupancy permits.

The new agreement simply cleans this process up and adds any development zoned R-1, R-2, R-3 and P-R. It now clarifies that the City is agreeable to deferring (not waving or forgiving) any City imposed fees affiliated with application for and receipt of a City building permit for the first dwelling unit of the residential development, which will be located on the deferred lot. Such deferment will last until the issuance of the first occupancy permit for a dwelling unit located within the residential development, or one year from the date the building permit was obtained, whichever is shorter.

I am asking for council to approve the new agreement.



# The City of Basehor

## DEFERRAL OF FEES AND REAL ESTATE LIEN AGREEMENT FOR RESIDENTIAL DEVELOPMENT

THIS AGREEMENT is made and entered on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as "Landowner") and THE CITY OF BASEHOR, KANSAS, a Kansas municipal corporation (the "City"), with respect to the facts and objectives set forth below.

### DEFINITIONS:

Residential Development- Any development of property zoned R-1 (single family residential), R-2 (two-family residential), R-3 (multi-family residential), P-R (planned residential district), whether it be a single family home, a development of multiple single family homes, attached single family homes, condominiums or apartment complexes.

Dwelling Unit- A residence located within the residential development which is capable of being occupied.

First Dwelling Unit- The first dwelling unit for which a building permit is pulled located within a residential development.

### RECITALS:

A. Landowner is the record title owner to property located within the corporate limits of the City and which is zoned R-1, R-2, R-3 or P-R and approved for building of a residential development, said property legally described as follows:

(hereinafter referred to as the "Property").

B. Landowner desires to obtain a building permit and commence construction of a the first dwelling unit on a lot located within the residential development, legally described as follows:

(hereinafter referred to as the "Deferred Lot")

C. Due to the current economic conditions, Landowner is hesitant to incur the City fees associated with obtaining a building permit for the first dwelling unit of the residential development located on the Deferred Lot..

D. In the interest of incenting development within the City of Basehor, the City is agreeable to deferring (but not waiving or forgiving) any City imposed fees (but not to include any property taxes) affiliated with application for and receipt of a City building permit for the first dwelling unit of the residential development, which will be located on the Deferred Lot. Such deferment will last until the issuance of the first occupancy permit for a dwelling unit located within the residential development, or one year from the date the building permit was obtained, whichever is shorter.

**NOW, THEREFORE**, in consideration of the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Landowner agrees to follow all required procedures for applying for and obtaining a City building permit for construction of a residential development within the corporate boundaries of the City.

2. Landowner agrees that the following City imposed fees, as calculated by City Staff and reviewed by Landowner, are owed by Landowner and will be paid at the time Landowner makes application to the City for an occupancy permit for the first dwelling unit of the residential development located on the Deferred Lot, or one year from the date the building permit was issued, whichever is shorter:

<b>Base Permit Fee:</b>	<b>\$</b>
<b>Plumbing Permit Fee:</b>	<b>\$</b>
<b>Electrical Permit Fee:</b>	<b>\$</b>
<b>HVAC Permit Fee:</b>	<b>\$</b>
<b>Parkland Fee:</b>	<b>\$</b>
<b>Sewer Connection Fee:</b>	<b>\$</b>
<b>Transportation Excise Tax:</b>	<b>\$</b>
<b>TOTAL PERMIT FEES:</b>	<b>\$</b>

3. Landowner represents and warrants that they are: (a) not presently in default on any fees or taxes owed to the City; (b) the record title holder to the Deferred Lot, and (c) title to the Deferred Lot will not be transferred without all of the Fees set forth in Paragraph 2 first being paid by Landowner to the City.

4. In the event the first dwelling unit built pursuant to the building permit on the Deferred Lot becomes occupied before issuance of an occupancy permit and payment of the fees set forth in Paragraph 2, then Landowner shall be obligated to pay any and all fees incurred by the City for causing the residence to become unoccupied.

5. Landowner acknowledges and agrees that, upon execution by the City and Landowner, this Agreement will be recorded with the County Recorder of Deeds and the fees and expenses set forth in Paragraph 2 of this Agreement, and any expenses incurred by the City for collection of said fees in Paragraph 2, and/or expenses incurred by the City for enforcement of Paragraph 4 of this Agreement, shall become and constitute a lien against the Deferred Lot.

6. Landowner represents and warrants that this is the only Deferral Agreement they currently have with the City and they will not apply for any other such Deferral Agreements until any and all fees associated with this Agreement are paid in full to the City.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effective as of the date first set forth above.

**THE CITY OF BASEHOR, KANSAS**

{City Seal}

ATTEST:

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

By: \_\_\_\_\_  
Corey Swisher, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Shannon Marciano, City Attorney

By: \_\_\_\_\_

STATE OF KANSAS                    )  
  ) :SS  
COUNTY OF LEAVENWORTH        )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid came \_\_\_\_\_, who indicates he/she is authorized to execute this Agreement, is personally known to me, and who is personally known to me to be the same person who executed, the within instrument, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

# PREVIOUS AGREEMENT

## DEFERRAL OF FEES AND REAL ESTATE LIEN AGREEMENT

**THIS AGREEMENT** is made and entered on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between [INSERT NAME AND ADDRESS OF TITLE HOLDER] (hereinafter referred to as "Landowner") and **THE CITY OF BASEHOR, KANSAS**, a Kansas municipal corporation (the "City"), with respect to the facts and objectives set forth below.

### RECITALS:

**A.** Landowner desires to obtain a building permit and commence construction of a single family residence within the City of Basehor but, due to the current economic conditions, is hesitant to incur the City fees associated with obtaining a building permit for a single family residence.

**B.** Landowner is the record title owner to a Lot located within the corporate limits of the City and which is properly zoned and approved for building of a single family residence, said Lot legally described as follows:

[INSERT LEGAL DESCRIPTION OF LOT]

(hereinafter referred to as "Deferred Lot").

**C.** In the interest of incenting building within the City of Basehor, the City is agreeable, for a limited time period as determined by the City Governing Body, to deferring (but not waiving or forgiving) until the issuance of an Occupancy Permit any City imposed fees (but not to include any property taxes) affiliated with application for and obtainment of a City Building Permit for a single family residence.

**NOW, THEREFORE**, in consideration of the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Landowner agrees to follow all required procedures for applying for and obtaining a City Building Permit for construction of a single family residence within the corporate boundaries of the City.

2. Landowner agrees that the following City imposed fees, as calculated by City Staff and reviewed by Landowner, are owed by Landowner and will be paid at the time Landowner makes application to the City for an Occupancy Permit for the single family residence that is the subject of the Building Permit:

[INSERT ITEMIZATION OF ALL CITY IMPOSED FEES, INCLUDING EXCISE TAX]

3. Landowner represents and warrants that they are: (a) not presently in default on any fees or taxes owed to the City; (b) the record title holder to the Deferred Lot, and (c) title to the Deferred Lot will not be transferred without all of the Fees set forth in Paragraph 2 first being paid by Landowner to the City.

4. In the event the single family residence built pursuant to the Building Permit on the Deferred Lot becomes occupied before issuance of an Occupancy Permit and payment of the fees set forth in Paragraph 2, then Landowner shall be obligated to pay any and all fees incurred by the City for causing the residence to become unoccupied.

5. Landowner acknowledges and agrees that, upon execution by the City and Landowner, this Agreement will be recorded with the County Recorder of Deeds and the fees and expenses set forth in Paragraph 2 of this Agreement, and any expenses incurred by the City for collection of said fees in Paragraph 2, and/or expenses incurred by the City for enforcement of Paragraph 4 of this Agreement, shall become and constitute a lien against the Deferred Lot.

6. Landowner represents and warrants that this is the only Deferral Agreement they currently have with the City and they will not apply for any other such Deferral Agreements until any and all fees associated with this Agreement are paid in full to the City.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effective as of the date first set forth above.

**THE CITY OF BASEHOR, KANSAS**

{City Seal}

ATTEST:

By: \_\_\_\_\_  
Terry Hill, Mayor

By: \_\_\_\_\_  
Katherine Renn, Asst. City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrick G. Reavey, City Attorney

[INSERT NAME OF TITLE HOLDER]

By: \_\_\_\_\_  
[INSERT NAME], [INSERT TITLE]

STATE OF KANSAS                    )  
  ) :SS  
COUNTY OF LEAVENWORTH )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid came **[INSERT NAME OF TITLE HOLDER]**, who indicates he/she is authorized to execute this Agreement, is personally known to me, and who is personally known to me to be the same person who executed, the within instrument, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_