

## AGENDA

### BASEHR CITY COUNCIL WORK SESSION

July 13, 2009

6:00 p.m.

Basehor City Hall

1. Sewer District No. 3 update
2. 2010 Budget review
3. Tax Rebate Program update
4. Deffenbaugh request for route change
5. Update information on TRF 0125 and TRF 0126 KDOT Loans

Basehor City Council reserves the right to amend the agenda following its publication in the Basehor Sentinel newspaper. Citizens are encouraged to attend all public meetings. Updates to the agenda may be viewed at [www.cityofbasehor.org](http://www.cityofbasehor.org)

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

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

1. The District is authorized to enter into this agreement pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-2908.
2. The purpose of this agreement is to provide for the treatment by the City, the wastewater generated from within the boundaries of the District.
3. The City hereby agrees to accept for treatment in an approved wastewater treatment facility, wastewater generated from within the boundaries of the District.
4. The District hereby accepts responsibility for notification of affected property owners, acquisition of utility easements, coordination with Glenwood Ridge Elementary School, and for organizing meetings, as needed, with affected property owners.
5. The District hereby agrees to construct such necessary and appropriate facilities as may be needed to transport wastewater generated from within the boundaries of the District to a connection point of the sewer facilities maintained by the City. New construction should be designed in accordance with City specifications, and to accommodate projected growth in the area. A general schematic diagram of the facilities to be constructed is attached hereto as "Exhibit 1" and incorporated fully herein. The District agrees to utilize construction plans prepared by a Professional Engineer in constructing the facilities generally shown in "Exhibit 1" and to allow the City to inspect and approve said construction at all phases of the project.
6. The District hereby agrees to announce the bid opening for construction to the City of Basehor so that a representative may be present.
7. The City hereby agrees to cooperate and assist with the above efforts to facilitate the timely connection of the new system.
8. Upon the completion by the District of the facilities as mutually agreed upon and generally shown in "Exhibit 1" the City agrees to accept ownership and responsibility for the maintenance of said facilities and the existing public facilities of the District, with the exception of the existing lagoon system. It shall be the responsibility of the District to cause such necessary assessments to be made within the boundaries to collect such

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

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

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

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

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

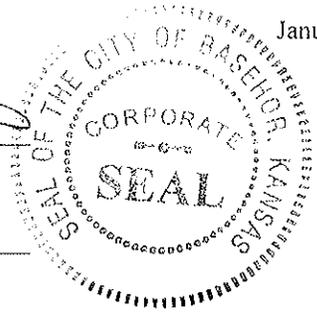
13. The responsibility for the decommissioning of the existing lagoon system remains with the District.

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

WHEREFORE IT IS SO AGREED TO THIS 22 DAY OF January, 2009

FOR THE CITY: *Chris Green*

ATTEST: *[Signature]*

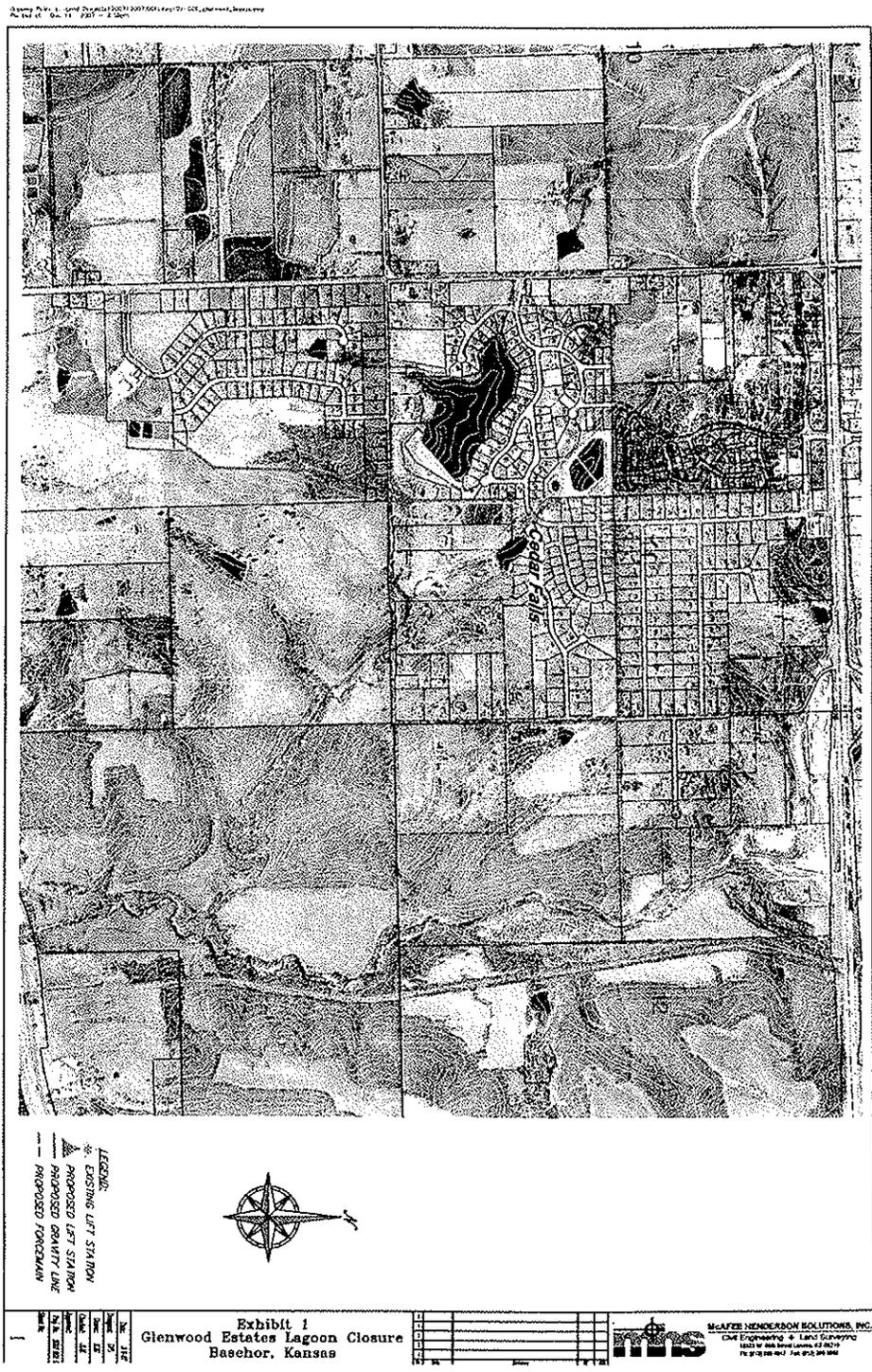


FOR THE DISTRICT: *[Signature]*

ATTEST: *Jane & Dickson*

# Exhibit 1

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



**Exhibit #2**

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

**Project 1 - Glenwood Estates – Sewer District No. 3**

Connection Fees (97 lots @ \$4575 per lot)	<del>\$443,775.00</del>
91 Lots @ \$4425	\$402,675

**Project 2 – Glenwood Ridge Elementary School**

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

**Project 3 – Middle School**

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

**Project 4 – Vacant Ground**

Potential connection Fees (to be paid at the time building permits are issued will be established at the then current City of Basehor rate)	\$0.00
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**Total Connection Fees (Projects 1-4)**

\$452,925.00
\$ 411,525.00

**Exhibit #3**

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

**Project 1 - Glenwood Estates – Sewer District No. 3**

Construction Cost	\$971,197.06
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**Project 2 – Glenwood Ridge Elementary School**

Construction Cost	\$20,170.46
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**Project 3 – Middle School**

Construction Cost	\$48,346.71
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**Project 4 – Vacant Ground**

Construction Cost	\$0
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<b>Total Construction Cost (Projects 1-4)</b>	<b>\$1,039,714.23</b>
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## Exhibit 5

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

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

## Exhibit 6

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

### Project 1 – Glenwood Estates

Design Costs	\$137,228.35
Construction Costs	\$971,197.06
Connection Fees	\$443,775.00
Upsizing Fees	\$ 35,890.00
<b>Total</b>	<b>\$1,588,090.41</b>

### Project 2 – Glenwood Ridge Elementary School

Design Costs	\$ 2,850.05
Construction Costs	\$20,170.46
Connection Fees	\$ 4,575.00
Upsizing Fees	\$ 1,850.00
<b>Total</b>	<b>\$29,445.51</b>

### Project 3 – Linwood/Basehor Middle School

Design Costs	\$ 6,831.30
Construction Costs	\$48,346.71
Connection Fees	\$ 4,575.00
Upsizing Fees	\$ 4,440.00
<b>Total</b>	<b>\$64,193.01</b>

### Project 4 – Vacant Ground

Construction Cost	\$0
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**Total Projected Loan Costs** **\$1,681,728.93**

**SEWER DISTRICT #3**

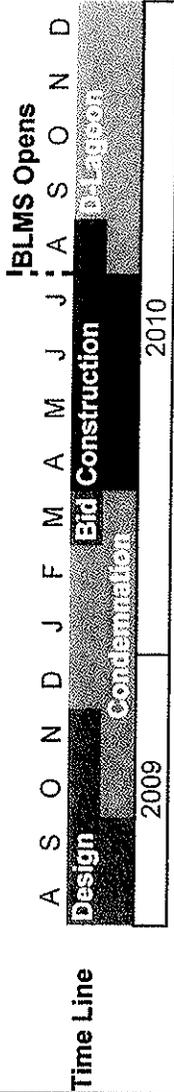
**SEWER ROUTE COST COMPARISONS**

Revised by LVCO Public Works - July 9, 2009

**Plan A (JR Evans Property)**

Plan that was developed by Basehor (Option 1 of 3)  
 Allows for future growth of Evans Property  
 Does not require upgrades of existing system  
 Allows for the connection of new BLMS

Easements across 10 properties  
 ROW costs at approx \$200,000 + legal fees  
 Apportionment formula more susceptible to legal challenge  
 (Average, Equivalent Houses, Usage, Etc...)  
 Requires the redistricting of SD#3  
 KDHE Loan will not cover Easement Acquisition



\$1,053,608.00 Sewer Construction & Decommissioning Costs  
 \$146,910.00 Engineering Costs  
 \$1,200,518.00 Total Construction and Engineering Costs  
 \$452,925.00 Connection Fees  
 \$42,180.00 Pinehurst Upsize Fees  
**\$1,695,623.00 Total Project Costs**

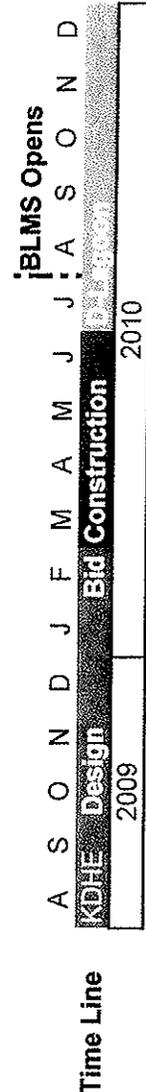
\$956.96 Annual debt service (Project) costs  
 \$350.00 Annual County assessment for O&M  
**\$1,306.96 2010 Residential Assessment**  
 \$50 Potential ROW Costs per year

4 Months Design  
 1 Month Bid  
 6 Months Condemnation (Concurrent)  
 5 Months Construction  
**13 Months Project Time Line (Concurrent)**  
**16 Months Time Line (Linear)**

**Plan B (158th Street Lift Station)**

Plan presented by an individual Basehor Councilman  
 Does not require upgrades of existing system  
 Allows for the connection of new BLMS  
 Does not require any condemnation of property

Designed only for the needs of SD#3  
 Requires the voluntary redistricting to include BLMS



\$746,700.00 Sewer Construction & Decommissioning Costs  
 \$146,910.00 Engineering Costs  
 \$893,610.00 Total Construction and Engineering Costs  
 \$452,625.00 Connection Fees  
**\$1,346,235.00 Total Project Costs**

\$759.78 Annual debt service (Project) costs  
 \$350.00 Annual County assessment for O&M  
**\$1,109.78 2010 Residential Assessment**

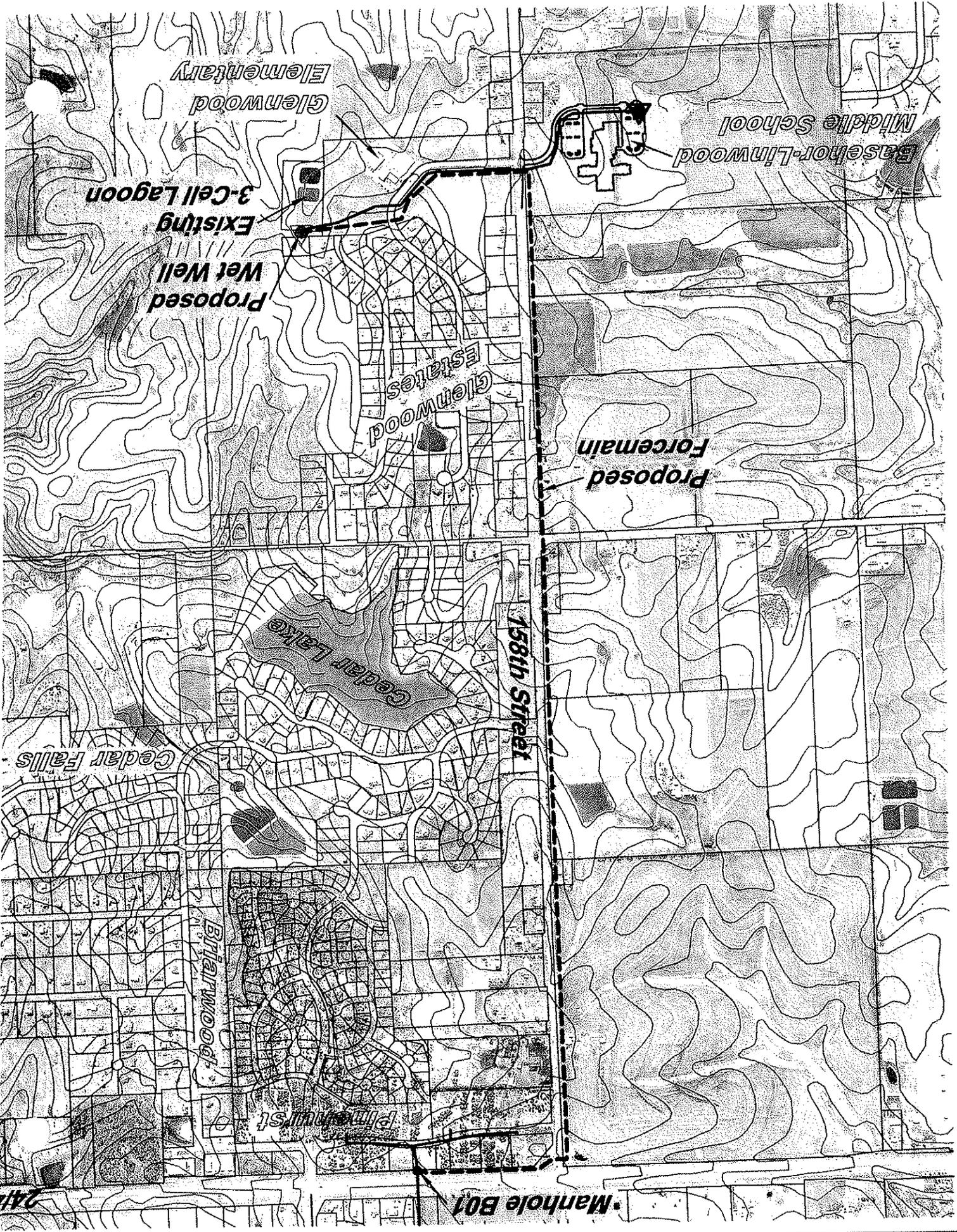
2 Months KDHE Review  
 4 Months Design  
 1 Month Bid  
 4 Months Construction  
**11 Months Project Time Line (Linear)**

**Plan A & B Comparison**

City of Basehor and Leavenworth County have a signed Interlocal Agreement for Plan A

**\$197.18** Delta/Year/Resident Savings (Plans A & B)  
**\$349,388.00** Construction Delta between Plan A and Plan B  
 3 Project Timeline Difference  
 6 Months to Complete Condemnation Processes

These numbers are PRELIMINARY in nature and are to be used as a guide. Actual numbers will reflect bids and any apportionment under Kansas Statute



Glenwood Elementary

Baselor-Linwood Middle School

3-Cell Lagoon  
Existing  
Proposed Wet Well

Glenwood Estates

Proposed Forcemain

158th Street

Cedar Falls

Cedar Lake

Briarwood

Plymurst

Manhole B01

241

# Memo

**To:** Mayor and City Council  
**From:** Susan Adams  
**CC:** Interim City Administrator, City Clerk  
**Date:** 7/9/2009  
**Re:** 2010 Budget

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2010 Budget Overview: State Forms Submitted to Council

Funds Balance as of June 30, 2009: \$5,983,406

2009 Additional Revenue Projected: \$4,425,336

2009 Additional Expenditures Projected: \$7,512,328

Projected Ending Balance as of December 31, 2009: \$2,896,414

2008 Mill Levy: 28.547

2009 Mill Levy: 28.621

Proposed 2010 Mill Levy: 28.976

In order to keep the mill levy similar to the last years the proposed transfers for 2009 from general fund to consolidated highway, capital improvement, and municipal equipment were adjusted. Consolidated highway went from \$100,000 to \$0, capital improvement went from \$153,000 to \$0 and municipal equipment went from \$165,000 to \$30,000. Sales tax revenue is receipted in the capital improvement and consolidated highway funds per Ordinance Number 275 and 299 and therefore does not require additional funding from the general fund at this time. The solid waste fund sustains a healthy reserve balance and those funds are to cover partial costs for utilities and part-time receptionist. Therefore per Statute 12-825d we are allowed to transfer funds into the general fund or any other funds of the city and we are proposing a 2010 transfer from the solid waste fund of \$50,000 to the sewer fund. This transfer would leave the solid waste fund with an estimated \$30,000 reserve.

If you have any questions regarding the budget feel free to contact me before Monday night's work session.

**Input sheet for City.XLS budget form**

Enter City Name (City of)

City of Basehor

Enter County Name followed by "County"

Leavenworth County

Enter year being budgeted (YYYY)

2010

Enter the following information from the sources shown. This information will be entered on the budget forms in the appropriate locations. If any of the numbers are wrong, change them on this input sheet.

**Note: All amounts are to be entered in as whole numbers only.**

The input for the following comes directly from the 2009 Budget, Certificate Page:

Fund Names:	Statute	2009 Expenditures	2008 Ad Valorem Tax
General	12-101a	2,654,402	1,227,832
Debt Service	10-113	537,193	29,334

Fund name for all funds with a tax levy:

Fund Name	Statute	2009 Expenditures	2008 Ad Valorem Tax
Total Ad Valorem Tax Levy Funds for 2009 Budgeted Year			1,257,166

Total Ad Valorem Tax Levy Funds for 2009 Budgeted Year 1,257,166

Other (non-tax levy) fund names:

Special Highway	1,127,377
Special Park	13,500
Sewer	7,297,843
Solid Waste	167,149
Municipal Equipment Reserve	150,000
Capital Improvement	150,000

Single No Tax Levy Fund:

Cedar Lakes Maintenance	17000
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Total Expenditures for 2009 Budgeted Year 12,114,464

Non-budgeted funds:

1	
2	
3	
4	
5	

The input for the following comes directly from the 2009 Budget, Budget Summary Page

2007 Tax Rate (2008 Column)

General	25.340
Bond & Interest	3.207
0	
0	
0	
0	

Total 28.547

Total Tax Levied (2008 budget column)	1,174,513
Assessed Valuation (2008 budget column)	41,143,071

**Note: All amounts are to be entered in as whole numbers only.**

**From the County Clerks Budget Information**

Total Assessed Valuation for 2009	45,551,787
New Improvements for 2009	1,897,273
Personal Property excluding oil, gas, and mobile homes - 2009	1,170,158
<b>Territory Added: (Current Year Only)</b>	
Real Estate	658,212
State Assessed	
New Improvements	
Property that has changed in use for 2009	1,310,796
Personal Property excluding oil, gas, and mobile homes- 2008	899,885
Gross earnings (intangible) tax estimate for 2010	0
Neighborhood Revitalization	564,755

Actual Tax Rates for the 2009 Budget:

Fund	Rate
General	27.953
Debt Service	0.668
0	
0	
0	
0	
<b>Total</b>	<b>28.621</b>

Final Assessed Valuation from the November 1, 2008 Abstract 43,924,056

**From the County Treasurer's Budget Information - Budget Year Estimates**

Motor Vehicle Tax Estimate	153,463
Recreational Vehicle Tax Estimate	1,595
1620 M Vehicle Tax	3,770
VTR	16,032
City and County Revenue Sharing	0
Slider	0

**Computation of Delinquency**

Actual Delinquency for 2008 Tax - (round to three decimal places)	1.60
Rate used in this budget-this will be shown on all fund pages with a tax levy**	1.500%

\*\*Note: The delinquency rate can be up to 5% more than the actual delinquency rate from the previous year.

**From the League of Municipalities' Budget Tips (Special City and County Highway Fund)**

2010 State Distribution for Kansas Gas Tax	108,120
2010 County Transfers for Gas***	11,710
Adjusted 2009 State Distribution for Kansas Gas Tax	96,710
Adjusted 2009 County Transfers for Gas***	10,140

of

K.S.A. 79-3425c

**From the 2008 Budget Certificate Page**

Funds	2008 Expenditure Amounts Budget Authority
General	3,418,385
Debt Service	1,011,084
0	
0	
0	
0	
Special Highway	588,700
Special Park	19,500
Other	5,715,257
Solid Waste	162,183
Municipal Equipment	225,000
Capital Improvement	375,000
Cedar Lakes Mainten	13,321

Note: If the 2008 budget was amended, then the expenditure amounts should reflect the amended expenditure amounts.

**CERTIFICATE**

To the Clerk of Leavenworth County, State of Kansas  
 We, the undersigned, officers of  
City of Basehor

certify that: (1) the hearing mentioned in the attached publication was held;  
 (2) after the Budget Hearing this budget was duly approved and adopted as the  
 maximum expenditure for the various funds for the year 2010; and  
 (3) the Amount(s) of Amount of 2009 Ad Valorem Tax Ad Valorem Tax are within statutory limitations.

			2010 Adopted Budget		County Clerk's Use Only
			Expenditures	Amount of 2009 Ad Valorem Tax	
<b>Table of Contents:</b>			Page No.		
Computation to Determine Limit 2010			2		
Allocation of MVT, RVT, 16/20M Veh & Slider			3		
Schedule of Transfers			4		
Statement of Indebtedness			5		
Statement of Lease-Purchases			6		
<b>Fund</b>	<b>K.S.A.</b>				
General	12-101a	7	2,498,392	1,304,614	
Debt Service	10-113		531,499	15,319	
Special Highway			481,000		
Special Park			35,000		
Sewer			1,333,544		
Solid Waste			211,100		
Municipal Equipment Reserve			150,000		
Capital Improvement			150,000		
Cedar Lakes Maintenance			17,000		
<b>Totals</b>		xxxxxx	5,407,535	1,319,932	
Budget Summary		0			
Neighborhood Revitalization					
Is an Ordinance required to be passed, published, and attached to the budget				No	

County Clerk's Use Only

November 1st Total Assessed Valuation

State Use Only

Received \_\_\_\_\_

Reviewed by \_\_\_\_\_

Follow-up: Yes \_\_\_ No \_\_\_

Assisted by: \_\_\_\_\_

Address: \_\_\_\_\_

Date Attested: \_\_\_\_\_ 2009

\_\_\_\_\_  
 County Clerk

\_\_\_\_\_  
 Governing Body

**Computation to Determine Limit for 2010**

PRELIMINARY

		Amount of Levy
1. Total Tax Levy Amount in 2009 Budget	+ \$	2,571,16
2. Debt Service Levy in 2009 Budget	- \$	29,33
3. <b>Tax Levy Excluding Debt Service</b>	\$	<u>1,227,83</u>
 <b>2009 Valuation Information for Valuation Adjustments:</b>		
4. <b>New Improvements for 2009 :</b>	+ <u>                    </u>	1,897,273
5. <b>Increase in Personal Property for 2009 :</b>		
5a. Personal Property 2009	+ <u>                    </u>	1,170,158
5b. Personal Property 2008	- <u>                    </u>	899,885
5c. Increase in Personal Property (5a minus 5b)	+ <u>                    </u>	270,273
		(Use Only if > 0)
6. <b>Valuation of annexed territory for 2009 :</b>		
6a. Real Estate	+ <u>                    </u>	658,212
6b. State Assessed	+ <u>                    </u>	0
6c. New Improvements	- <u>                    </u>	0
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>                    </u>	658,212
7. <b>Valuation of Property that has Changed in Use during 2009 :</b>	+ <u>                    </u>	1,310,796
8. <b>Total Valuation Adjustment (Sum of 4, 5c, 6d &amp; 7)</b>		<u>4,136,554</u>
9. Total Estimated Valuation July 1, 2009	<u>                    </u>	45,551,787
10. <b>Total Valuation less Valuation Adjustment (9 minus 8)</b>		<u>41,415,233</u>
11. Factor for Increase (8 divided by 10)		<u>0.09988</u>
12. Amount of Increase (11 times 3)	+ \$	<u>122,63</u>
13. <b>Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)</b>	\$	<u>1,350,46</u>
14. <b>Debt Service Levy in this 2010 Budget</b>		<u>15,31</u>
15. <b>Maximum levy, including debt service, without an Ordinance (13 plus 14)</b>		<u><u>1,365,78</u></u>

If the 2010 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.

**Allocation of Motor (MVT), Recreational (RVT), 16/20M Vehicle Tax & Slider**

Budgeted Funds for 2009	Budget Tax Levy Amt for 2009	Allocation for Year			
		MVT	RVT	16/20M Veh	Slider
General	1,227,832	149,882	1,558	3,682	0
Debt Service	29,334	3,581	37	88	0
<b>TOTAL</b>	<b>1,257,166</b>	<b>153,463</b>	<b>1,595</b>	<b>3,770</b>	<b>0</b>

County Treas Motor Vehicle Estimate	<u>153,463</u>			
County Treasurers Recreational Vehicle Estimate		<u>1,595</u>		
County Treasurers 16/20M Vehicle Estimate			<u>3,770</u>	
County Treasurers Slider Estimate				<u>0</u>
Motor Vehicle Factor	<u>0.12207</u>			
Recreational Vehicle Factor		<u>0.00127</u>		
16/20 Vehicle Factor			<u>0.00300</u>	
Slider Factor				<u>0.00000</u>



City of Basehor

2010

## FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual 2008	Current Year Estimate 2009	Proposed Budget Year 2010
Unencumbered Cash Balance Jan 1	1,279,759	601,951	459,830
Receipts:			
Ad Valorem Tax	965,537	1,227,832	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	12,083	23,632	24,785
Motor Vehicle Tax	159,697	136,485	149,882
Recreational Vehicle Tax	1,567	1,184	1,558
16/20M Vehicle Tax	4,143	4,128	3,682
Gross Earning (Intangible) Tax	0	0	0
LAVTR	0	0	16,032
City and County Revenue Sharing	0	0	0
Slider	0	0	0
Local Alcoholic Liquor	8,141	7,735	8,016
Building Permits	116,539	116,139	52,500
Pet Licenses	1,020	975	1,000
Business Licenses	8,115	9,300	7,500
Misc Fees/Permits/Licenses	12,614	12,269	12,473
Plan/Plat Application Fees	4,025	10,415	3,220
Court Fines	198,858	195,068	218,142
Electricity Franchise Tax	60,612	52,852	58,629
Natural Gas Franchise Tax	49,456	44,907	69,163
Telephone Franchise Tax	31,050	29,306	32,239
Cable Franchise Tax	11,229	11,293	12,945
Water Franchise Tax	8,348	7,151	10,711
Other Revenues	33,457	14,600	15,000
Reimbursements	21,805	20,000	20,000
Other Reimbursable Revenues	51,886	20,000	20,000
Federal Law Enforcement Grant	1,559	2,145	2,000
Interest on Idle Funds	34,679	20,800	13,750
Transfer from Solid Waste	20,000	15,000	0
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>1,816,421</b>	<b>1,983,216</b>	<b>753,228</b>
<b>Resources Available:</b>	<b>3,096,180</b>	<b>2,585,167</b>	<b>1,213,058</b>
Expenditures:			
Salaries & Wages	913,281	950,000	1,193,084
Employee Benefits - SS/Medi/Unemployment	68,161	83,872	103,992
Employee Benefits - Medical/Life/Dental/Vision	94,853	137,111	151,358
Employee Benefits - KPF/Deferred Comp	109,558	139,577	135,354
Legal Professional Fees	18,406	37,200	31,700
Utilities	15,341	18,450	18,110
Telephone/Fax/Internet	4,654	6,000	5,400
Paging/Wireless	5,803	9,650	7,175
Animal Control Expenses	2,102	2,500	3,000
Notices & Advertisements	5,574	7,850	7,200
Reimbursements	22,738	20,000	20,000
Other Reimbursable Expenses	16,122	20,000	20,000
County Jail	4,060	7,000	7,000
BI Lab Fees	2,400	0	2,400
Engineering Services	22,295	28,000	25,000
Municipal Court Judge	3,000	3,000	3,600
Court Fees	25,272	26,700	30,000
Consulting/Special Studies	5,362	10,000	10,000

City  
PRELIMINARY

Training	16,374	23,150	22,150
Building Demolition	1,320	5,616	2,500
Vehicle/Equipment Maintenance & Repair	13,101	20,500	20,200
Facility/Park Maintenance & Repair	3,422	5,800	4,300
Insurance Expenses	71,321	74,500	74,500
Promo/Public Relations Activities	15,195	28,150	23,864
Organizational Memebership Dues	9,979	13,225	13,788
Accounting & Audit	16,550	21,000	20,000
Street Lighting	41,933	45,185	46,000
Miscellaneous Contractual Services	37,021	58,250	54,930
Office Supplies	7,019	10,800	9,000
Miscellaneous Commodities	23,314	35,430	31,850
Gas/Oil/Miscellaneous	43,699	55,200	56,550
Printed Materials/Publications	4,060	4,650	3,900
Postage & Postal Permits	5,079	5,400	4,800
Safety Equipment	2,539	6,050	4,200
Maintenance Materials & Supplies	1,453	2,500	2,150
Clothing Allowance	7,443	14,426	12,000
Vaccination Allowance	415	500	500
Employee Assistance Program	0	0	500
Mileage Reimbursement	741	1,840	1,550
Capital Outlay	25,878	38,700	24,000
Transfer to Consolidated Highway	200,000	0	0
Transfer to Capital Improvement	200,000	0	0
Transfer to Equipment Reserve Fund	215,000	30,000	75,000
Transfer to Sewer Fund	100,000	100,000	200,000
Developer Administrative Costs	79,744	0	0
Neighborhood Revitalization Rebate	12,648	17,555	15,787
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditure			
<b>Total Expenditures</b>	<b>2,494,228</b>	<b>2,125,337</b>	<b>2,498,392</b>
Unencumbered Cash Balance Dec 31	601,951	459,830	xxxxxxxxxxxxxxxxxxxx

2008/2009 Budget Authority Amount:	3,418,385	2,654,402	Non-Appr Bal	
Violation of Budget Law for 2008/2009:	<u>No</u>	<u>No</u>	Total Exp/Non-Appr Bal	2,498,392
Possible Cash Violation for 2008:	<u>No</u>		Tax Required	1,285,334
			Del Comp Rate: 1.500%	19,280
			Amount of 2009 Ad Valorem Tax	<b>1,304,614</b>



**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Special Highway	Prior Year Actual 2008	Current Year Estimate 2009	Proposed Budget Year 2010
Unencumbered Cash Balance Jan 1	1,836,511	2,232,238	1,618,085
Receipts:			
State of Kansas Gas Tax	104,326	96,710	108,120
County Transfers Gas	10,101	10,140	11,710
Excise/Impact Fees	84,714	104,707	51,239
Local Sales/Use Tax	277,885	274,767	326,249
Transfer In From General Fund	200,000	0	0
Interest on Idle Funds	44,690	26,900	35,545
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>721,717</b>	<b>513,224</b>	<b>532,863</b>
<b>Resources Available:</b>	<b>2,558,229</b>	<b>2,745,462</b>	<b>2,150,948</b>
Expenditures:			
Street Repair and Maintenance	270,472	1,010,507	375,000
Contractual Services	24,936	56,950	41,000
Commodities	30,582	59,920	65,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>325,990</b>	<b>1,127,377</b>	<b>481,000</b>
Unencumbered Cash Balance Dec 31	2,232,238	1,618,085	1,669,948
2008/2009 Budget Authority Amount:	588,700	1,127,377	
Violation of Budget Law for 2008/2009:	<u>No</u>	<u>No</u>	
Possible Cash Violation for 2008:	<u>No</u>		

Adopted Budget Special Park	Prior Year Actual 2008	Current Year Estimate 2009	Proposed Budget Year 2010
Unencumbered Cash Balance Jan 1	122,660	146,260	155,615
Receipts:			
Local Liquor Tax	8,141	7,735	8,016
Res 93-01 Park Fee	12,800	13,400	6,000
Donations	4,300	0	0
Interest on Idle Funds	2,968	1,720	2,360
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>28,210</b>	<b>22,855</b>	<b>16,376</b>
<b>Resources Available:</b>	<b>150,870</b>	<b>169,115</b>	<b>171,991</b>
Expenditures:			
Capital Outlay	2,074	8,500	30,000
Park Repairs & Maintenance	2,536	5,000	5,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>4,610</b>	<b>13,500</b>	<b>35,000</b>
Unencumbered Cash Balance Dec 31	146,260	155,615	136,991
2008/2009 Budget Authority Amount:	19,500	13,500	
Violation of Budget Law for 2008/2009:	<u>No</u>	<u>No</u>	
Possible Cash Violation for 2008:	<u>No</u>		

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Sewer	2008	2009	2010
Unencumbered Cash Balance Jan 1	850,147	8,421	395,713
Receipts:			
Sewer Connection Fees	200,775	214,400	103,500
Utility Billing Charges	657,626	673,282	690,037
Delinquent Collection Fees	22,017	20,567	20,000
Sewer Revolving Loan	0	5,676,000	0
Transfer From General Fund	100,000	100,000	200,000
Transfer From Solid Waste	0	0	50,000
Interest on Idle Funds	13,579	10,900	7,287
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>993,997</b>	<b>6,695,149</b>	<b>1,070,824</b>
<b>Resources Available:</b>	<b>1,844,144</b>	<b>6,703,570</b>	<b>1,466,537</b>
Expenditures:			
Salaries & Wages	113,729	121,361	128,693
Employee Benefits	36,658	58,322	61,956
Contractual Services	587,403	384,034	212,400
Commodities	25,585	38,785	36,000
Capital Outlay	6,556	7,355	6,500
Capital Improvement	517,831	4,210,000	50,000
Sewer Line Rehab	59,961	1,000,000	100,000
Transfer Out To Bond & Interest	488,000	0	0
KDHE Loan Payment	0	488,000	737,995
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>1,835,723</b>	<b>6,307,857</b>	<b>1,333,544</b>
Unencumbered Cash Balance Dec 31	8,421	395,713	132,993

2008/2009 Budget Authority Amount: 5,715,257 7,297,843  
 Violation of Budget Law for 2008/2009: No No  
 Possible Cash Violation for 2008: No

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Solid Waste	2008	2009	2010
Unencumbered Cash Balance Jan 1	71,138	77,010	74,502
Receipts:			
Utility Billing Charges	157,692	157,588	168,443
Delinquent Fee Collections	3,942	5,913	5,000
Interest on Idle Funds	1,821	1,140	1,275
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>163,454</b>	<b>164,641</b>	<b>174,718</b>
<b>Resources Available:</b>	<b>234,592</b>	<b>241,651</b>	<b>249,220</b>
Expenditures:			
Salaries & Wages	14,594	16,815	17,494
Employee Benefits	3,186	6,064	8,586
Contractual Services	116,901	125,770	131,270
Commodities	2,901	3,500	3,750
Transfers To General Fund	20,000	15,000	0
Transfers to Sewer Fund	0	0	50,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>157,583</b>	<b>167,149</b>	<b>211,100</b>
Unencumbered Cash Balance Dec 31	77,010	74,502	38,120

2008/2009 Budget Authority Amount: 162,183 167,149  
 Violation of Budget Law for 2008/2009: No No  
 Possible Cash Violation for 2008: No 12

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Municipal Equipment Reserve	2008	2009	2010
Unencumbered Cash Balance Jan 1	203,074	355,972	238,272
Receipts:			
Transfer In From General Fund	215,000	30,000	75,000
Interest on Idle Funds	3,256	2,300	3,500
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>218,256</b>	<b>32,300</b>	<b>78,500</b>
<b>Resources Available:</b>	<b>421,330</b>	<b>388,272</b>	<b>316,772</b>
Expenditures:			
Capital Outlay	65,358	150,000	150,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>65,358</b>	<b>150,000</b>	<b>150,000</b>
Unencumbered Cash Balance Dec 31	355,972	238,272	166,772

2008/2009 Budget Authority Amount: 225,000 150,000

Violation of Budget Law for 2008/2009: No No

Possible Cash Violation for 2008: No

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Capital Improvement	2008	2009	2010
Unencumbered Cash Balance Jan 1	713,661	1,210,908	1,346,875
Receipts:			
Transfer In From General Fund	200,000	0	0
Local Sales/Use Tax	277,885	274,767	326,248
Interest on Idle Funds	19,362	11,200	13,550
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>497,247</b>	<b>285,967</b>	<b>339,798</b>
<b>Resources Available:</b>	<b>1,210,908</b>	<b>1,496,875</b>	<b>1,686,673</b>
Expenditures:			
Capital Outlay	0	150,000	150,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>
Unencumbered Cash Balance Dec 31	1,210,908	1,346,875	1,536,673

2008/2009 Budget Authority Amount: 375,000 150,000

Violation of Budget Law for 2008/2009: No No

Possible Cash Violation for 2008: No



**NOTICE OF BUDGET HEARING**

The governing body of  
 City of Basehor  
 will meet on the 3day of August, 2009, at 7:00 p.m. at Basehor City Hall for the purpose of  
 hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at Basehor City Hall  
 and will be available at this hearing.

**BUDGET SUMMARY**

Proposed Budget 2010 Expenditures and Amount of Current Year Estimate for 2009 Ad Valorem Tax establish the maximum limits of the 2010 budget.  
 Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2008		Current Year Estimate for 2009		Proposed Budget for 2010		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	Amount of 2010 Ad Valorem Tax	Estimate Tax Rate*
General	2,494,228	25.340	2,125,337	27.953	2,498,392	1,304,614	28.648
Debt Service	1,010,964	3.207	534,971	0.668	531,499	15,319	0.338
Special Highway	325,990		1,127,377		481,000		
Special Park	4,610		13,500		35,000		
Sewer	1,835,723		6,307,857		1,333,544		
Solid Waste	157,583		167,149		211,100		
Municipal Equipment Reser	65,358		150,000		150,000		
Capital Improvement			150,000		150,000		
Cedar Lakes Maintenance	12,331		17,000		17,000		
<b>Totals</b>	<b>5,906,787</b>	<b>28.547</b>	<b>10,593,191</b>	<b>28.621</b>	<b>5,407,535</b>	<b>1,319,932</b>	<b>28.976</b>
Less: Transfers	0		0		0		
Net Expenditure	5,906,787		10,593,191		5,407,535		
Total Tax Levied	1,174,513		1,257,166		XXXXXXXXXXXXXXXXXXXX		
Assessed Valuation	41,143,071		43,924,056		45,551,787		
Outstanding Indebtedness,							
January 1,	2007	2008	2009				
G.O. Bonds	6,085,000	5,625,000	9,090,000				
Revenue Bonds	0	0	0				
Other	6,518,450	6,228,357	12,346,306				
Lease Purchase Principal	0	0	0				
Total	12,603,450	11,853,357	21,436,306				

\*Tax rates are expressed in mills

\_\_\_\_\_  
 City Official Title

**COPY**

*For Review Only*

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE OF THE CITY BASEHOR, KANSAS ESTABLISHING GUIDELINES AND CRITERIA FOR RESIDENTIAL AND COMMERCIAL TAX REBATES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE AND AN EXPIRATION DATE.**

**WHEREAS**, staff is recommending that the City Council adopt the Tax Rebate Guidelines and Criteria, and

**WHEREAS** the City Council of the City of Basehor finds such tax relief is needed to encourage investment and/or re-investment in residential neighborhoods and commercial properties located within the City; and

**WHEREAS** notice of intent to enter into tax rebate agreements in regards to tax rebates were given to the presiding officer of each taxing entity; and

**WHEREAS**, the Tax Rebate program, establishes reinvestment zones that encompass many areas of the City of Basehor as shown on the attached Exhibit "A"; and

**WHEREAS**, only single family dwellings, townhomes sold as owner-occupied dwellings and commercial structures constructed on lots located within the reinvestment zones are eligible for tax rebate; and

**WHEREAS** the City Council finds that such tax rebates will provide economic incentives to encourage the construction of new Single Family Dwellings and new Commercial Structures within the rebate zones

**WHEREAS**, the tax rebate authorized by the program is a six year graduated rebate that decreases by fifty percent (50%) after the initial three year period for residential dwellings and fifty-five percent (55%) for commercial structures.

**Residential Dwelling Rebate Schedule**

<b>Years 1 through 3</b>	<b>Years 4 through 6</b>
<b>100%</b>	<b>50%</b>

**Commercial Structure Rebate Schedule**

<b>Years 1 through 3</b>	<b>Years 4 through 6</b>
<b>80%</b>	<b>25%</b>

**WHEREAS**, all property will be taxed at 100% after the sixth (6<sup>th</sup>) year; and

**WHEREAS**, this ordinance shall commence on \_\_\_\_\_, 2009, from and after its passage and publication in the official city newspaper.

**WHEREAS**, the program expires on December 31, 2012 unless it is renewed by the City Council in conjunction with all other governmental units;

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

**SECTION 1:** That the facts set forth in the preamble to this Ordinance is found to be true and correct.

**SECTION 2:** That the City Council hereby adopts and approves that the program be put into effect, until December 31, 2012 and that the Tax Rebate Guidelines and Criteria be as follows:

**Tax Rebate for new Single Family Dwellings and Commercial structures**

**(A) Designation of Reinvestment Zones** - For the purpose of this Section the area described as the Tax Rebate Reinvestment Zones as indicated on Attachment 'A', which is attached hereto and made a part hereof for all purposes, is designated as reinvestment zones for residential and commercial tax rebates, these areas are subject to expansion or reduction as agreed upon by all governmental units.

**(B) Term of Rebate** - Any property located within the Tax Rebate Reinvestment Zones upon which a new Single Family Dwelling or Commercial Structure is constructed pursuant to these guidelines and criteria as well as the applicable Tax Rebate Agreement may have property taxes rebated for a period of six (6) years a percentage of the assessed value for ad valorem tax purposes as of January 1st immediately prior to completion of such structure. Percentage rebate of the value shall be for the newly constructed structure and as follows:

Years 1 through 3 the rebate shall be 100% of the added value due to the construction of a single family residential structure.

Years 4 through 6 the rebate shall be 50% of the added value due to the construction of a single family residential structure.

Years 1 through 3 the rebate shall be 80% of the added value due to the construction of a commercial structure.

Years 4 through 6 the rebate shall be 25% of the added value due to the construction of a commercial structure.

**(C) Eligibility Qualifications for Rebate**

To be eligible for residential and commercial tax rebates a property must meet the following requirements:

- 1) The property must be located within the Tax Rebate Reinvestment Zones
- 2) The property must meet all requirements for application certification and verification as set forth below

- 3) Tax rebates will be considered only for the construction of a new Single Family Dwelling or Commercial structure resulting in added real property tax value above the base year
- 4) All projects must receive proper permits from the City of Basehor and must be constructed to conform to all applicable building and construction codes
- 5) Any and all requirements as set forth in the Tax Rebate Agreement.

**(D) Application Process**- Applications for tax rebates are to be filed with the City Administrator of the City of Basehor or such other city official designated by the City Administrator who shall be the agent for the city for the purposes of administering this ordinance. An application for tax rebates must be so filed within thirty (30) days of receiving a building permit from the City of Basehor. Each application must contain the following:

- 1) Must be signed by the owner of the property and be acknowledged before a notary public
- 2) Shall state the legal description of the property proposed for certification
- 3) Include a projected estimate of the construction time and predicted completion date
- 4) Include a tax certificate showing all taxes due upon the property have been paid

**(E) Certification Process**- Upon receipt of the sworn application the City Administrator or designee shall review the application to determine if it meets the requirements outlined in paragraphs c and d. If the application is deficient the City Administrator or designee shall inform the applicant in writing of any deficiencies. Upon receipt of the written notice the applicant shall have ten (10) days in which to correct and resubmit the application. Upon verification that the application meets the requirements and is eligible for residential and/or commercial tax rebates the City Administrator of the City of Basehor on behalf of all participating taxing entities shall enter into a tax rebate agreement. If required by the Leavenworth County Appraisers Office the City Administrator or designee shall provide annually a list of sites eligible for residential and/or commercial tax rebates.

**(F) Verification Process**- Upon completion of the construction project and approval by the City of Basehor through issuance of a Certificate of Occupancy for the new Single Family Dwelling or Commercial structure the City Administrator of the City of Basehor on behalf of all participating taxing entities shall execute a tax rebate certificate and forward same to the Leavenworth County Appraisers Office. If at any time during the construction of a dwelling or commercial structure for which a tax rebate agreement has been approved the building permit for such structure is revoked or allowed to expire the tax rebate agreement becomes null and void and may not be renewed.

**(G) Property Maintenance**- The owners of properties that receive residential and/or commercial tax rebates shall maintain said property in accordance with all laws and ordinances related to land use and property and building maintenance outlined in the City of Basehor Municipal Code. Failure to maintain property consistent with said laws and ordinances may constitute a default of the terms of the tax rebate agreement.

**(H) Alteration or Destruction of Property**- Any willful act or negligence of the owner or his/her representative that results in the total or partial destruction of a structure for which tax rebates have been previously approved shall be considered a default of the terms of the tax

rebate agreement and shall be subject to the remedies outlined in paragraph I. This provision shall not apply to destruction or alterations that result from acts of God.

**(I) Default**- If the tax rebate certificate executed by the City Administrator is timely recorded by the Owner of the site in the Deed Records of Leavenworth County with the approved application the tax rebate authorized above shall constitute a covenant running with the land for the six (6) year period of residential and/or commercial tax rebates. Should the Owner of the site ever cease to comply with the terms of the application the guidelines and criteria and/or the Tax Rebate Agreement during such six (6) year period the Owner shall be considered in default and this rebate may be revoked for the years remaining within such six (6) year period upon the finding of such noncompliance by the City Council after giving notice and hearing to the Owner. The City Administrator or his designee shall advise the Chief Appraiser of the Leavenworth County Appraisers Office of the revocation of the rebate and shall file an appropriate document in the Deed of Records of Leavenworth County revoking the tax rebates.

In the event that any affected jurisdiction having granted tax rebates determines that the applicant or owner is in default of any of the terms or conditions contained in the guidelines and criteria and/or the Tax Rebate Agreement then the affected jurisdiction shall give the applicant or owner one-hundred and twenty (120) days written notice to cure such default. In the event such default is not cured to the satisfaction of the affected jurisdiction within the one-hundred and twenty (120) day notice period then the tax rebate agreement shall terminate, all rebate of taxes shall likewise terminate and the Governmental Units shall have the right to recapture all tax revenue on said property in the Residential and/or Commercial Tax Rebate Zone lost as a result of the Tax Rebate Agreement for the entire term of said Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value assessed by the Leavenworth County Appraisers Office for all years the Residential and/or Commercial Tax Rebate Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by Owner during the years the Tax Rebate Agreement has been in force shall be due January 1<sup>st</sup> of the next following year and shall be delinquent if not paid on or prior to January 31<sup>st</sup>. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year.

In every case of termination set forth above the affected jurisdiction having granted the tax rebate may determine whether default has occurred by the applicant or owner in the terms and conditions of the guidelines and criteria and Tax Rebate Agreement and shall so notify all other affected jurisdictions. Termination of the tax rebate agreement by any affected jurisdiction shall constitute simultaneous termination of all tax rebate agreements of all other affected jurisdictions

**SECTION 3:** That the Tax Rebate Agreement, attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, is hereby approved and the City Administrator, or his/her designee, is hereby authorized to enter into Residential and/or Commercial Tax Rebate Agreements for those properties which qualify pursuant to the Tax Rebate Guidelines and Criteria.

**SECTION 4:** This Ordinance shall not be construed so as to conflict with any State or Federal statute.

**SECTION 5:** That if any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance or application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity or the remaining portions of the ordinance, and the governmental units hereby declare that it would have passed such remaining portions of the ordinance despite such invalidity.

**SECTION 6:** The Tax Rebate program authorized by this Ordinance shall expire on December 31, 2012, unless an extension is authorized by the governmental units on or before that date. Applications submitted on December 31, 2012 may still be eligible for tax rebate.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2009

\_\_\_\_\_  
Terry Hill, Mayor, City of Basehor

**ATTEST:**

\_\_\_\_\_  
Mary A. Mogle, City Clerk, City of Basehor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patrick Reavey, City Attorney

**GOVERNMENTAL UNITS**

\_\_\_\_\_  
Terry Hill, Mayor, City of Basehor

\_\_\_\_\_  
Library Board

\_\_\_\_\_, City Administrator

\_\_\_\_\_  
Fairmount Township Fire District

\_\_\_\_\_  
Leavenworth County Appraiser

\_\_\_\_\_  
State of Kansas

\_\_\_\_\_  
Superintendent of Schools, USD #458

## TAX REBATE AGREEMENT

THE STATE OF KANSAS

COUNTY OF LEAVENWORTH

This Tax Rebate Agreement hereinafter referred to as the Agreement is made and entered into by and between the City of Basehor, Kansas; Basehor-Linwood School District #458; Leavenworth County, Kansas; the Fairmount Township Fire District; the Basehor Community Library District; and the State of Kansas ("Governmental Units") and \_\_\_\_\_ ("Owner") the owner of taxable real property in the City of Basehor and Leavenworth County Kansas ("Property").

### I. AUTHORIZATION

This agreement is authorized by K.S.A. 12-17, 117, 1999 Supplement and is subject to the laws of the State of Kansas and the charter ordinances and orders of the Governmental Units

### II. DEFINITIONS

As used in this agreement the following terms shall have the meanings set forth below:

- 1) **Rebate**: means the partial repayment of ad valorem taxes of the improvements on certain property in zones designated for economic development purposes pursuant to the Act.
- 2) **Added Value**: means the increase in the assessed value of the eligible property as a result of the construction of a new single family dwelling or commercial structure.
- 3) **Base Year Value**: means the assessed value of the eligible property as certified by the Leavenworth County Appraisers Office on January 1<sup>st</sup> preceding the execution of the Agreement.
- 4) **Commercial Structure**: means a building designed and constructed for occupancy by a retail business and/or office space as outlined in the City of Basehor Zoning Regulations.
- 5) **Single Family Home**: means a dwelling designed and constructed for occupancy by one family.
- 6) **Townhouse**: means a dwelling that is connected to two or more other dwellings units but must be continuous from ground to roof and sold as individual units for occupation by one family.

7) **Improvements**: means a new single family dwelling or commercial structure

8) **Ineligible Property**: without limitation means the following types of property shall be fully taxable and ineligible for rebate; land, inventories, supplies, tools, furnishings and other forms of movable personal property

The Tax Rebate Guidelines and Criteria adopted by the Governmental Units are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

### **III. PROPERTY**

The property is an area within Basehor, Leavenworth County Kansas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit 'A' attached hereto and made apart hereof. Said property is located within an authorized zone for Residential and/or Commercial tax rebates.

### **IV. TERM AND AMOUNT OF REBATE**

The Governmental Units agree to rebate the ad valorem taxes on the eligible property in accordance with the terms and conditions of this agreement. The rebate shall be effective with the January 1<sup>st</sup> valuation date effective January 1<sup>st</sup> \_\_\_\_\_. The rebate shall continue for six (6) years expiring as of December 31<sup>st</sup> of the \_\_\_\_\_ tax year. The years of rebate provided herein shall in each instance coincide with the tax year commencing on January 1<sup>st</sup> and expiring on December 31<sup>st</sup> and in no event shall the rebate extend beyond December 31<sup>st</sup> of the sixth (6th) tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of rebate. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement and any defaults shall be subject to the recapture provisions provided in Part VI herein

To the extent authorized by the Kansas Constitution and applicable State laws statutes and regulations Governmental Units hereby agree to rebate from taxation the percentage of the increase in value of taxable real property of Owner over the same real property and its value as calculated by the Leavenworth County Appraisers Office for ad valorem property tax purposes for the tax year \_\_\_\_\_. In the event rollback taxes are applicable then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for tax year \_\_\_\_\_, sometimes referred to herein as the Base Tax Year.

## 'EXHIBIT B'

If the Owner constructs a new single family dwelling or commercial structure in accordance with the terms of this Agreement and the Tax Rebate Guidelines and Criteria the Owner shall be entitled to a tax rebate on the additional value to the certified appraised value of

the property as of January 1<sup>st</sup>, \_\_\_\_\_, resulting from the improvements as to the property according to the following schedule:

Years 1 thru 3 the rebate shall be 100% for residential dwellings.

Years 4 thru 6 the rebate shall be 50% for residential dwellings.

Years 1 through 3 the rebate shall be 80% for commercial structures.

Years 4 through 6 the rebate shall be 25% for commercial structures.

Owner warrants and represents that the real single family or commercial property upon which Owner will construct a new structure is qualified property within the meaning of the Act and that such will remain eligible for tax rebates under the provisions of said Act.

The tax rebates granted under the terms of this Agreement shall only be implemented if the appraised value of all real property and the improvements located thereon owned by Owner and lying within the designated zone exceeds the base year value. The Owner agrees that the Leavenworth County Appraisers Office shall at reasonable times upon reasonable notice have access to the property made the subject of this Agreement and that City inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

### **V. CONTEMPLATED IMPROVEMENTS**

Owner represents that it will construct a new single family dwelling and/or a commercial structure at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit B. All improvements shall be completed in accordance with all applicable laws, ordinances and rules or regulations. During the term of this Agreement use of the Property shall be limited to a single family dwellings or commercial tenants.

Owner represents and warrants that the new single family dwelling and/or commercial structure is; 1) located within a Residential and/or Commercial Tax Rebate Reinvestment Zone, 2) the property and structure will meet all requirements as set forth in the Tax Rebate Guidelines and Criteria, 3) the new structure will be constructed to conform with all applicable building and construction codes.

### **VI. EVENTS OF DEFAULT AND RECAPTURES**

Owner agrees that should it fail to make the improvements substantially as described or fails to perform any other term or covenant then the Governmental Units shall have the right after

**'EXHIBIT B'**

giving notice and opportunity to cure as hereinafter set out to recapture all tax revenue rebated on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value assessed by the Leavenworth County Appraisers Office for all years this

Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by Owner during the years this Agreement has been in force shall be due January 1<sup>st</sup> of the next following year and shall be delinquent if not paid on or prior to January 31<sup>st</sup>. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The Governmental Units agree prior to enforcement of the terms of this paragraph to give one-

hundred and twenty (120) days written notice to the address shown below of Owner's default in completing the improvements called for in this Agreement and Owners shall have the right to cure such default within the 120 day period.

**VII. ADMINISTRATION**

The Chief Appraiser of the Leavenworth County Appraisers Office shall annually determine; 1) the taxable value of the real property comprising the property taking in to consideration the rebate provided by this Agreement and 2) the full taxable value without rebate of the real property comprising the property. The Chief Appraiser shall record both the rebated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of rebated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information as may be necessary for the administration of the Agreement specified herein.

This Agreement is subject to all provisions of all outstanding bond issues of the Governmental Units. To the extent that this Agreement conflicts with any of the provisions of such bond issues such bond issues and attendant documents thereto shall control.

**VIII. ASSIGNMENT**

This agreement shall inure to the benefit of the Governmental Units and Owner and shall be binding upon them their heirs, successors and assigns. It is specifically provided and agreed that the right to tax rebates shall inure to the benefit of subsequent owners so long as the terms and conditions of this Agreement are in effect.

**IX. MODIFICATION**

This agreement may only be modified upon the express mutual written consent of the parties.

**X. SEVERABILITY AND ENTIRETY OF AGREEMENT**

The terms and provisions of this Agreement are severable and in the event any provision is subsequently determined to be unenforceable for any reason then the remaining provisions of this Agreement shall remain in full force and effect from and after the effective date hereof.

This Agreement contains and constitutes the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements between the parties relating to the subject matter hereof.

**XI. NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited with the proper postage prepaid thereon and duly registered or certified, return receipt requested with the United States Postal

Service, addressed to the Governmental Unit (s) or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner

To the Governmental Units

City of Basehor  
PO Box 406  
Basehor KS 66007  
Attention City Administrator

Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement may be executed by the parties in multiple originals or counterparts each having full force and effect.

Executed this, the \_\_\_\_\_ day of \_\_\_\_\_.

**WITNESS**

\_\_\_\_\_  
Mary A. Mogle, City Clerk

\_\_\_\_\_, City Administrator  
on behalf of the City of Basehor, Leavenworth County,  
USD #458, Fairmount Township FD, Basehor Public Library District

FIRST AMENDMENT TO COOPERATIVE AGREEMENT  
REGARDING TRANSPORTATION IMPROVEMENTS  
AT THE INTERSECTION OF 150<sup>TH</sup> STREET AND U.S. HIGHWAY 24/40

By and Between

THE CITY OF BASEHOR, KANSAS

and

BASEHOR PROPERTIES, L.L.C.

Dated \_\_\_\_\_, 2009

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT  
REGARDING TRANSPORTATION IMPROVEMENTS  
AT THE INTERSECTION OF 150<sup>TH</sup> STREET AND U.S. HIGHWAY 24/40**

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT REGARDING TRANSPORTATION IMPROVEMENTS AT THE INTERSECTION OF 150<sup>TH</sup> STREET AND U.S. HIGHWAY 24/40 (the "Amendment") is entered into by and between the CITY OF BASEHOR, KANSAS, a municipal corporation (the "City") and BASEHOR PROPERTIES, L.L.C., a Kansas limited liability company (the "Property Owner ") (collectively referred to as the "Parties") and is dated and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date").

WHEREAS, the City and Property Owner entered into that certain Cooperative Agreement Regarding Transportation Improvements at the Intersection of 150<sup>th</sup> Street and U.S. Highway 24/40 dated October 20, 2008 (the "Agreement") regarding the land acquisition and preliminary engineering costs related to the realignment of the north portion of 150<sup>th</sup> Street at its intersection with U.S. Highway 24/40 in Basehor, Kansas (the "Project"); and

WHEREAS, after execution of the Agreement by the Parties and payment by the City to Property Holder for right-of-way necessary for the Project ("the Right-of-Way"), KDOT informed the City that it could not reimburse the City for said payment unless and until the Right-of-Way was titled in the City's name; and

WHEREAS, the City is not comfortable making any payments to Property Owner under any agreement until Property Owner transfers title of the Right-of-Way, or the entire parcel of land that includes the Right-of-Way, to the City; and

WHEREAS, Property Owner is not comfortable transferring title to the Right-of-Way to the City without assurance from the City that the City intends to proceed with the Project.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following amendment and clarification of the Agreement as follows:

I. New Section D of the Agreement:

(D)

Upon Property Owner's transfer to the City of title to the Right-of-Way, the City covenants that it shall take all reasonable efforts to cause the immediate approval and execution of KDOT Loan Agreement TRF 126, and that the Project shall be constructed by the City with the Project funds available to the City from KDOT through KDOT Loan Agreement TRF 126 (attached hereto as "Exhibit A"), as contemplated by Loan Agreement TRF 126 and the application for Loan TRF 126.

In addition, upon transfer of the title referred to in the preceding Paragraph, the City will consider and make payments for receipts and invoices submitted by Benchmark Management for reimbursement (for costs related to the construction of Wolf Creek Parkway), which consideration and payments shall be without any further delay and

in accordance with the First Amendment to the Development Agreement Regarding Transportation Development District (attached hereto as "Exhibit C").

2. The capitalized terms in this Amendment, unless defined herein, shall have the meanings set forth in the Agreement.
3. The Agreement, as amended hereby, shall continue in full force and effect.
4. This Amendment shall be construed according to the laws of the State of Kansas.
5. This Amendment shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
6. Each party hereby agrees to promptly take and perform such other actions and to execute and deliver such additional documents that any other party to this Amendment may at any time reasonably require in order to effectuate the intent of this Amendment and the terms and provisions hereof.
7. This Amendment constitutes the entire agreement among the parties with respect to the matters set forth herein, and all prior oral and written agreements with respect to the matters set forth herein are superseded by the terms of this Amendment.
8. This Amendment may be executed in counterparts, each of which shall be deemed an original and shall be binding upon any party executing the same and all of which together shall constitute one and the same document. A facsimile signature shall be considered as an original signature.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be fully executed on the Effective Date and represent that the individuals executing this Amendment on behalf of the Parties have the express authority to do so.

CITY OF BASEHOR, KANSAS

\_\_\_\_\_  
Terry Hill, Mayor

Attest:

\_\_\_\_\_  
City Clerk

BASEHOR PROPERTIES, L.L.C.

\_\_\_\_\_  
By: Ed McIntosh  
Title: \_\_\_\_\_

Attest:

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

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT  
REGARDING TRANSPORTATION IMPROVEMENTS  
AT THE INTERSECTION OF 150<sup>TH</sup> STREET AND U.S. HIGHWAY 24/40**

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT REGARDING TRANSPORTATION IMPROVEMENTS AT THE INTERSECTION OF 150<sup>TH</sup> STREET AND U.S. HIGHWAY 24/40 (the "Amendment") is entered into by and between the CITY OF BASEHOR, KANSAS, a municipal corporation (the "City") and BASEHOR PROPERTIES, L.L.C., a Kansas limited liability company (the "Property Owner Holder Owner") (collectively referred to as the "Parties") and is dated and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date").

WHEREAS, the City and Property Owner Holder Owner entered into that certain Cooperative Agreement Regarding Transportation Improvements at the Intersection of 150<sup>th</sup> Street and U.S. Highway 24/40 dated October 20, 2008 (the "Agreement") regarding the land acquisition and preliminary engineering costs related to the realignment of the north portion of 150<sup>th</sup> Street at its intersection with U.S. Highway 24/40 in Basehor, Kansas (the "Project"); and

~~WHEREAS, after execution of the Agreement by the Parties and payment by the City to Property Holder for right-of-way necessary for the Project ("the Right-of-Way"), KDOT informed the City that it could not reimburse the City for said payment unless and until the Right-of-Way was titled in the City's name; and in order to expedite the payment of Project Costs due the Property Owner as such procedure is explained in Section 5 of the Agreement and in order to provide clarification regarding the construction of the Project, the Parties desire to amend the Agreement as more specifically set forth herein:~~

~~WHEREAS, the City is not comfortable making any payments to Property Owner Holder under any agreement until Property Owner Holder transfers title of the Right-of-Way, or the entire parcel of land that includes the Right-of-Way, to the City; and~~

~~WHEREAS, Property Holder Owner is not comfortable transferring title to the Right-of-Way, or the entire parcel of land that includes the Right-of-Way, to the City without assurance from the City that the City intends to proceed with the Project.~~

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following amendment and clarification of the amend-the Agreement as follows:

I. New Section D of the Agreement:

- (D) ~~Property Owner agrees to acquire the Triangle property with funds Property Owner receives from the City as earmarked from the funds received by the City pursuant to the City/KDOT Agreement and agrees to transfer the necessary right-of-way to the City immediately under the terms of this Agreement.~~

Upon Property Owner Holder's transfer to the City of title to the Right-of-Way, or transfer to the City of title to the entire parcel of land that includes the Right-of-Way, whichever Property Holder prefers, the City covenants that it shall take all reasonable efforts to cause the immediate approval and execution of KDOT Loan Agreement TRF 126, and that the Project shall be constructed by the City with the Project funds available to the City from KDOT through KDOT Loan Agreement TRF

126 (attached hereto as "Exhibit A"), as contemplated by Loan Agreement TRF 126 and the application for Loan TRF 126. ~~The City will let the job to bid within 30 days of approving the design of the Project. Within 30 days of letting the job to bid, the City will award the contract for the construction of the Project. Within 30 days of awarding the contract for construction of the Project, construction of the Project will begin.~~

In addition, upon transfer of the title referred to in the preceding Paragraph, the City will consider and make payments for receipts and invoices submitted by Benchmark Management for reimbursement (for costs related to the construction of Wolf Creek Parkway), which consideration and payments shall be without any further delay and in accordance with covenants that it will release the funds available from KDOT Loan Agreement TRF 125 (attached hereto as "Exhibit B") for reimbursement to Benchmark Management of receipts and invoices which have been submitted to the City as of the date of approval and execution of this First Amendment, for costs related to the Wolf Creek Junction Transportation Development District Projects, including the construction of Wolf Creek Parkway as described in the First Amendment to the Development Agreement Regarding Transportation Development District (attached hereto as "Exhibit C"), within 3 days of the approval and execution of this First Amendment. Reimbursement of receipts and invoices submitted after the approval and execution of this First Amendment will be made in accordance with Section 9 of the Development Agreement Regarding Transportation Development District (attached hereto as "Exhibit D"). KDOT Loan Agreement TRF 126 funds will be made available for reimbursement to Property Owner of approved Project Costs in accordance with Section 5 of the Agreement as soon as these funds become available.

~~In the event construction of the Project has not commenced within 90 days of the approval of the design of the Project, the Parties agree to rescind this First Amendment by the City deeding the necessary right of way back to Property Owner. However, Benchmark Management and/or Property Owner shall retain any Project Cost reimbursement payments made by the City.~~

2. The capitalized terms in this Amendment, unless defined herein, shall have the meanings set forth in the Agreement.
3. The Agreement, as amended hereby, shall continue in full force and effect.
4. This Amendment shall be construed according to the laws of the State of Kansas.
5. This Amendment shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
6. Each party hereby agrees to promptly take and perform such other actions and to execute and deliver such additional documents that any other party to this Amendment may at any time reasonably require in order to effectuate the intent of this Amendment and the terms and provisions hereof.
7. This Amendment constitutes the entire agreement among the parties with respect to the matters set forth herein, and all prior oral and written agreements with respect to the matters set forth herein are superseded by the terms of this Amendment.

8. This Amendment may be executed in counterparts, each of which shall be deemed an original and shall be binding upon any party executing the same and all of which together shall constitute one and the same document. A facsimile signature shall be considered as an original signature.

[Remainder of page intentionally left blank. Signature page follows.]



EXHIBIT A  
~~REAL ESTATE EXCHANGE AGREEMENT~~

To be attached.

EXHIBIT B  
LEGAL DESCRIPTION OF THE NEW RIGHT OF WAY

Commencing at the Southwest corner of Section 1, Township 11 South, Range 22 East of the 6<sup>th</sup> Principal Meridian in the City of Bashor, Leavenworth County, Kansas; thence along the South line of the Southwest Quarter of said Section N88°32'04"E a distance of 41.89'; thence departing said line N01°26'48"W a distance of 145.20' to a point on the North right of way of US Highway 24-40, as now established, and Point of Beginning; thence N01°30'40"W a distance of 4.85'; thence along a curve to the left, having a radius of 460.00', a chord bearing of N10°44'58"W and an arc length of 148.34'; thence N19°59'16"W a distance of 64.29' to a point on the East line of Section 2 of said Township and Range, a distance of 356.78' North of said Southwest Section corner, along said West line; thence continuing N19°59'16"W a distance of 42.16'; thence along a curve to the right, having a radius of 540.00', a chord bearing of N10°54'47"W and an arc length of 171.05'; thence N01°50'19"W a distance of 193.97' to a point on the North line of Lot 71, PRAIRIE LAKE ESTATES, Phase 3, as recorded in Plat Book 16, Page 66, in Leavenworth County; thence along said North line N88°09'41"E a distance of 7.21' to the Northeast corner of said Lot; thence N23°04'47"E a distance of 77.84' to a point on said East line of Section 2; thence along said East line N01°50'19"W a distance of 113.39'; thence departing said line N88°09'41"E a distance of 40.00'; thence S01°50'19"E parallel to said East Section line, a distance of 377.96'; thence along a curve to the left, having a radius of 460.00', a chord bearing of S10°54'47"E and an arc length of 145.71'; thence S19°59'16"E a distance of 106.46'; thence along a curve to the right, having a radius of 540.00', a chord bearing of S10°44'58"E and an arc length of 174.14'; thence S01°30'40"E a distance of 4.94' to a point on said North right of way of US Highway 24-40; thence along said right of way, S88°33'12"W a distance of 80.00' to the Point of Beginning, containing 58,512 square feet, more or less, or 1.34 acres, subject to easements and restrictions of record.

EXHIBIT C  
LEGAL DESCRIPTION OF THE CITY PROPERTY

A tract of land in the East Half of the Southeast Quarter of Section 2, Township 11 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, described as follows:

BEGINNING at the Southwest corner of said East Half; FIRST COURSE, thence on an assumed bearing of North 88 degrees 29 minutes 24 seconds East, 1318.36 feet along the South line of said East Half to the East line of said East half; SECOND COURSE, thence North 01 degree 50 minutes 14 seconds West 145.22 feet along said East line; THIRD COURSE, thence South 88 degrees 33 minutes 25 seconds West, 301.05 feet; FOURTH COURSE, thence South 86 degrees 06 minutes 10 seconds West, 133.70 feet; FIFTH COURSE, thence North 59 degrees 35 minutes 42 seconds EAST, 261.97 feet; SIXTH COURSE, thence on a curve of 555.00 feet radius to the left, and arc distance of 283.79 feet with a chord which bears North 44 degrees 56 minutes 59 seconds East, 280.71 feet to a point on the East line of said East Half, 459.97 feet North of the Southeast corner of said East Half; SEVENTH COURSE, thence North 01 degree 50 minutes 14 seconds West 369.72 feet along said East line; EIGHTH COURSE, thence South 23 degrees 04 minutes 24 seconds West, 255.12 feet; NINTH COURSE, thence on a curve of 395.00 feet radius on the right, an arc distance of 262.18 feet with a chord which bears South 40 degrees 35 minutes 01 second West, 257.39 feet; TENTH COURSE, thence South 59 degrees 35 minutes 54 seconds West 204.55 feet; ELEVENTH COURSE, thence on a curve of 200.00 feet radius to the left, an arc distance of 227.34 feet with a chord which bears South 36 degrees 20 minutes 18 seconds West, 221.15 feet; TWELFTH COURSE, thence South 86 degrees 06 minutes 10 seconds West, 404.07 feet; THIRTEENTH COURSE, thence North 82 degrees 54 minutes 44 seconds West, 202.24 feet; FOURTEENTH COURSE, thence South 82 degrees 50 minutes 47 seconds West, 118.10 feet to a point on the West line of said East Half, 135.01 feet North of the point of beginning; FIFTEENTH COURSE, thence South 01 degree 57 minutes 09 seconds East, 135.01 feet along said West line to the point of beginning. The above contains 9.66 acres, more or less, exclusive of the existing highway.

# Basehor Historical Museum Society

2812 155th

P.O. Box 76

Basehor, Kansas 66007

(913) 724-4022

July 11, 2009

To: Basehor City Council Members and Acting City Manager

RE: Grant Request for the year 2010

The Basehor Historical Museum Society is a volunteer, not-for-profit organization located in the center of Basehor, whose primary goal is to preserve the history and culture of the City of Basehor. The museum opened on October 4, 2008 after the renovation of a building given to the society to be used as the preservation site. The renovation was spear-headed by volunteers and included individual monetary gifts and professional support.

Our financial support is through individual gifts, individual and business memberships and grants. We are requesting a grant for a property boundary survey and utilities. A boundary survey would allow us to complete exterior renovation as follows:

- 1) Extension of retaining wall
- 2) Grading and fill around the building and retaining wall
- 3) Placement of a much-needed storage shed on our site

A local surveyor, Terry Melton, had agreed to do the property survey at a discounted rate because of his friendship and belief in our mission. Unfortunately due to illness, he had to quit his survey work. We then contacted Jim Herring, a surveyor in Leavenworth, who gave us an estimate of \$1,200.00 to complete a property survey.

In addition, funding is requested for utility expenses. The utilities included are electric, gas, sewer, water, telephone and internet access. Cost estimates are based on the following:

- 1) Actual Utility Cost: January 2009 to July 2010 - \$3,479.15
- 2) Estimated Utility Cost: August 2009 to December 2009 - \$2,367.00
- 3) Estimated Total Utility Cost for 2009 - \$5,847.00
- 4) Projected Cost: Year 2010 - \$6,200.00

*Looking to the future.... Remembering the Past*

Since the opening of our museum, the number of visitors is outstanding for a small local museum and has exceeded our expectations. Activities provided by the museum have enhanced the name and location of the City of Basehor. These activities include:

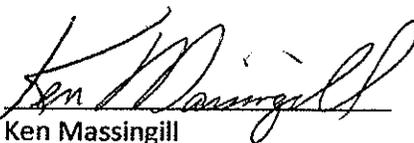
- 1) Collecting, housing, preserving and displaying artifacts that reflect the City's history
- 2) Media coverage via newspapers and television has been extensive in highlighting exhibits and projects. The museum has been featured on two occasions by local TV networks.
- 3) Special exhibits and events have increased visitors to the City of Basehor. For example: An individual called from California wanting to view one of our exhibits and arrangements were made to extend the exhibit to accommodate his request. Visitors have arrived from locations such as Sydney, Australia, New York, Minnesota, Maryland, Florida and surrounding counties.
- 4) To accommodate requests from patrons, the museum has had to extend its hours to include two evenings a week.
- 5) We have honored many requests by groups for private tours, including school classes, family and class reunions, and organizations.
- 6) To our amazement, we have become a visitor's center answering a variety of questions and providing information on various attractions and events in the area.

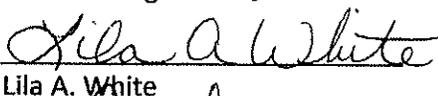
We are requesting consideration of a grant for the 2010 year for a total of \$7,400.00 to cover the property boundary survey and utilities.

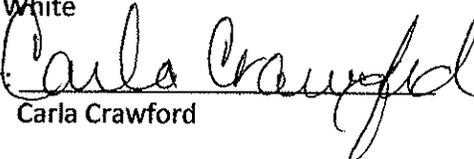
If additional information or explanation for this request is needed, please contact the museum at (913) 724-4022.

Sincerely,

Basehor Historical Museum Society Board of Directors & Members

Chairman:   
Ken Massingill

President:   
Lila A. White

Museum Director:   
Carla Crawford