



**AGENDA**  
**BASEHOR CITY COUNCIL**  
June 18, 2012, 7:00 p.m.  
Basehor City Hall

1. **Roll Call** by Mayor David K. Breuer and Pledge of Allegiance
2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
  - a. Approve May 7, Special Meeting and May 21, Regular Session Minutes
  - b. Approve Treasurer's Report
  - c. Approve City Attorney Agreement for Services
  - d. Approve Paid Time Off Compensation – former City Administrator
  - e. Approve Hartford Retirement Plan Renewal

**3. Call to Public**

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

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

**New Business**

5. Basehor Boulevard and 155<sup>th</sup> Street Improvements Assessment Public Hearing (The Hearing will be called to order and adjourned)
6. Consider Special Assessment Ordinance
7. USD #458 Request for Application Fee Exemption - Fireworks Stand
8. Employee Health Benefits Renewals – Resolution 2012 - 09
9. Appointment of Planning Commission Member – Tracey Hannah
10. City Administrator's Report
11. Mayor's Report
12. Council Members Report
13. Executive Session (if needed)
14. Adjournment

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



## REQUEST TO CALL A SPECIAL COUNCIL MEETING

May 3, 2012

The Honorable David K. Breuer  
Mayor of Basehor, Kansas

We, the undersigned Council Members of the City of Basehor, Kansas, hereby respectfully request to call a Special Council Meeting to be held on May 7, 2012, at Basehor City Hall located at 2620 North 155<sup>th</sup> St, Basehor, KS 66007. The meeting will begin at 6:50 p.m. for the purpose of:

1. Consider Charter Ordinance for the sewer improvement debt issuance (refinance the Kansas Department of Health and Environment (KDHE) Loan).
2. Consider Ordinance to designate Wolf Creek Parkway as a Main Trafficway (refinance the Kansas Department of Transportation (KDOT) loan).
3. Consider Prepayment authorization for the KDHE and KDOT Loans.

Signed:

Travis Miles

Richard Drennon

Brian Healy

Ty Galver

Vernon Fields



Attest:

Corey Swisher, City Clerk



# Minutes

## Basehor City Council Special Meeting

### Basehor City Hall, May 7, 2012

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#### **Call to Order:**

Mayor David K. Breuer called the meeting to order at approximately 6:50 p.m.

#### **Roll Call:**

Council Members Present: Mayor David K. Breuer, Travis Miles, Vernon Fields, Brian Healy, Dick Drennon, Ty Garver

Staff Present: Interim City Administrator/Police Chief Lloyd Martley, City Clerk/Finance Director Corey Swisher, City Superintendent Gene Myracle, City Engineer Mitch Pleak, City Attorney Shannon Marcano, City Bond Council Gina Reikhof

#### **Purpose of Special Meeting/Action Items:**

1. Consider Charter Ordinance for the sewer improvement debt issuance (refinance the Kansas Department of Health and Environment (KDHE) Loan).

Miles moved to approve the Charter Ordinance with Garver seconding. The motion passed unanimously, 5-0.

2. Consider Ordinance to designate Wolf Creek Parkway as a Main Trafficway (refinance the Kansas Department of Transportation (KDOT) loan).

Miles moved to approve the Ordinance with Drennon seconding. The motion passed unanimously, 5-0.

3. Consider Prepayment authorization for the KDHE and KDOT Loans.

Drennon moved to approve the prepayment authorization with Fields seconding. The motion passed unanimously, 5-0.

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

Attest:

\_\_\_\_\_  
Corey Swisher, City Clerk/Finance Director



# Minutes

## Basehor City Council Regular Meeting

### Basehor City Hall, May 21, 2012

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

Mayor David K. Breuer called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

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

- a. Approve April 16, 2012, Minutes
- b. Approve Treasurer's Report
- c. Approve City Prosecutor Agreement
- d. Approve Employee Health Benefits Renewals
- e. Approve Affinis Corporation Agreement

Garver made a motion to move Item d of the Consent Agenda to the June 4, Work Session with Fields seconding. The motion passed unanimously, 5-0.

Miles moved to approve the Consent Agenda with Fields seconding. The motion passed unanimously, 5-0.

#### 3. **Call to Public**

George Smith stated the City should follow its own written procedures.

Dennis Mertz asked if Council would be addressing employee benefits at a future meeting.

#### 4. **Unfinished Business**

There was none.

#### **New Business**

#### 5. 2011 Independent External Audit Approval

Miles moved to approve the 2011 Independent External Audit with Healy seconding. The motion passed unanimously, 5-0.

#### 6. Consider Resolution Authorizing Issuance of General Obligation (GO) bonds for Wolf Creek Parkway improvements

Healy moved to approve the Resolution with Garver seconding. The motion passed unanimously, 5-0,

**7. Consider Resolution Adopting a Tax and Securities Compliance Procedure**

Miles moved to approve the Resolution with Healy seconding. The motion passed unanimously, 5-0.

**8. City Council President Appointment**

Healy moved to appoint Miles as the City Council President with Drennon seconding. The motion passed unanimously, 4-0. Miles abstained from the vote.

**9. Chief of Police, Municipal Judge, City Clerk and City Treasurer Appointment**

Healy moved to appoint Lloyd Martley as the Chief of Police with Miles seconding. The motion passed unanimously, 5-0.

Miles moved to appoint William Pray as the Municipal Judge with Healy seconding. The motion passed unanimously, 5-0.

Drennon moved to appoint Corey Swisher as the City Clerk with Healy seconding. The motion passed unanimously, 5-0.

Miles moved to appoint Corey Swisher as City Treasurer with Healy seconding. The motion passed unanimously, 5-0.

**10. Planning Commission Appointments: Fred Farris and Terry Gall**

Miles moved to appoint Gall and Farris to the Planning Commission with Garver seconding. The motion passed unanimously, 5-0.

**11. Consider a Rezoning from "R-O", Suburban Residential District to "R-1", Single Family Residential District as submitted by Hubbel Family Trust**

Miles moved to approve the rezoning with Healy seconding. The motion passed unanimously, 5-0.

**12. City Administrator's Report**

There was none.

**13. Mayor's Report**

Breuer reported sales tax collections were tracking positively for the year. He then asked for Council to consider having a joint Planning Commission Meeting. Breuer finished his comments by requesting staff to research an area that had mutually beneficial annexation potential.

**14. Council Members Report**

Miles thanked the Council for electing him the City Council President earlier in the evening.

**15. Executive Session (if needed)**

Healy moved to enter Executive Session for the purpose of attorney-client privilege until 8:10 p.m. with Drennon seconding. The motion passed unanimously, 5-0.

Council returned at approximately 8:10 p.m. No action was taken.

Healy then moved to enter Executive Session for the purpose of attorney-client privilege until 8:30 p.m. with Miles seconding. The motion passed unanimously, 5-0.

Council returned at approximately 8:30 p.m. No action was taken.

**16. Adjournment**

Healy moved to adjourn with Garver seconding at approximately, 8:30 p.m. The motion passed unanimously, 5-0.

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David K. Breuer, Mayor

Attest:

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Corey Swisher, City Clerk/Finance Director



# The City of Basehor

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**Date:** June 13, 2012

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

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

**Re:** June 2012 Treasurer's Report

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The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending April 30, 2012.

- The Municipal Equipment Reserve Department shows an overage due to the arrival of Police Cruiser equipment in 2012 as opposed to 2011.
- The City's sales tax collection trend continues to track positively.



# CITY OF BASEHOR

## JUNE 2012 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$1,867,561	\$893,930	\$634,850	34%
Special Park	\$25,000	\$4,267	\$0	0%
Sewer	\$1,379,625	\$582,011	\$572,098	41%
Cedar Lake Maintenance	\$40,000	\$15,522	\$12,448	31%
Bond & Interest	\$702,234	\$691,590	\$114,620	16%
Solid Waste	\$280,897	\$121,273	\$58,143	21%
Special Highway	\$715,000	\$203,841	\$103,979	15%
Municipal Equipment Reserve	\$8,840	\$360	\$12,007	136%
Capital Improvement	\$0	\$30,038	\$0	100%
Employee Benefit	\$489,630	\$254,216	\$171,830	35%
LCSD#3	\$33,000	\$20,578	\$7,105	22%

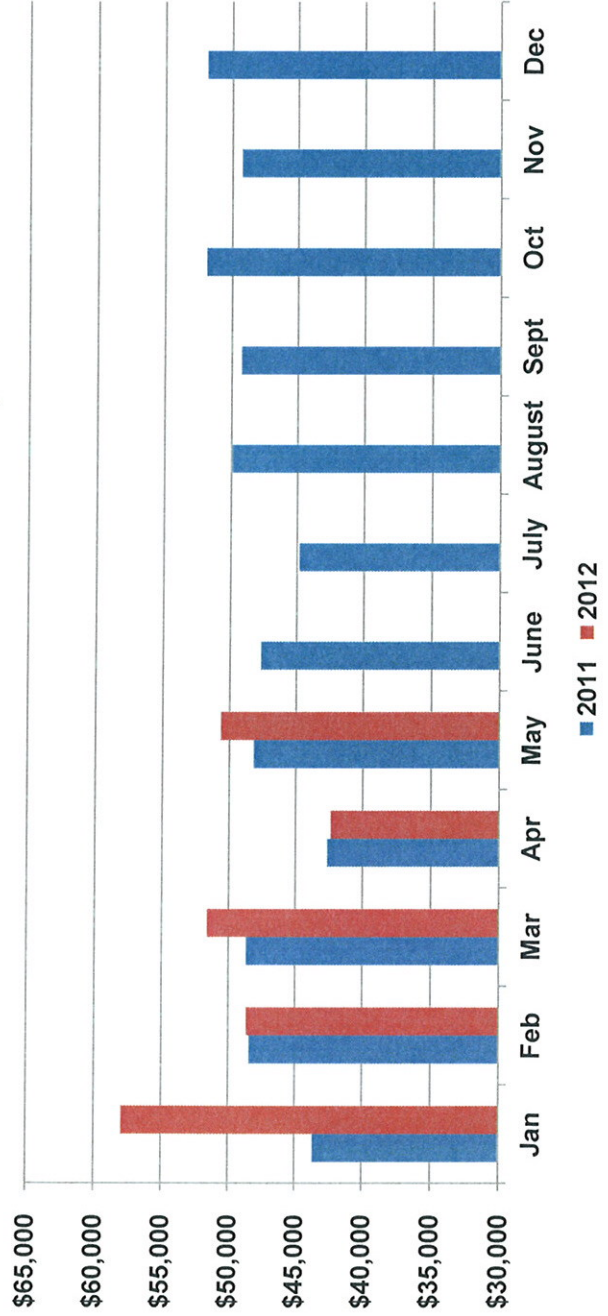
### Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$306,950	\$149,067	\$157,883	49%
Street	\$183,100	\$65,206	\$117,894	36%
Governing Body	\$44,614	\$29,388	\$15,226	66%
Police	\$771,650	\$261,567	\$510,083	34%
Facilities	\$131,775	\$50,666	\$81,109	38%
Administrator	\$141,600	\$9,904	\$131,696	7%
Park & Recreation	\$32,955	\$14,114	\$18,842	43%
Miscellaneous	\$85,518	\$0	\$85,518	0%
HR	\$16,000	\$9,139	\$6,861	57%
Planning	\$153,400	\$41,729	\$111,671	27%
	\$1,867,562	\$630,778	\$1,236,784	34%

# MONTHLY SALES TAX COLLECTIONS 2008-2012

	2008	2009	2010	2011	2012	Monthly Diff. '11 - '12	% Difference	2011 YTD	2012 YTD	Diff. '11 - '12	% Difference
Jan	43,516.85	43,726.32	44,933.16	43,677.78	57,962.61	14,284.83	32.7%	43,677.78	57,962.61	14,284.83	32.7%
Feb	46,544.07	49,937.92	59,338.25	48,453.55	48,668.43	2,144.88	0.4%	92,131.33	106,631.04	14,499.71	15.7%
Mar	46,125.81	59,417.29	44,064.14	48,692.52	51,596.39	2,903.87	6.0%	140,823.85	158,227.43	17,403.58	12.4%
Apr	41,298.70	41,900.26	46,686.51	42,633.11	42,372.82	-260.29	-0.6%	183,456.96	200,600.25	17,143.29	9.3%
May	44,634.80	41,070.02	47,865.00	48,186.99	50,639.59	2,452.60	5.1%	231,643.95	251,239.84	19,595.89	8.5%
June	52,647.16	43,320.60	48,059.05	47,682.94							
July	47,720.81	46,612.85	43,151.43	44,834.43							
Aug	47,209.53	50,284.61	52,935.19	49,903.11							
Sept	50,855.51	52,550.48	52,062.71	49,250.84							
Oct	48,068.36	52,382.92	47,483.47	51,883.08							
Nov	43,264.92	47,111.87	44,789.92	49,270.35							
Dec	43,884.31	56,073.14	46,693.70	51,874.96							
	555,770.83	584,388.28	578,062.53	576,343.66	251,239.84						

## 2011-12 Month to Month Comparison





## SOLID WASTE FUND HIGHLIGHTS

For the Month of May 2012

MONTH	2011 SOLID WASTE COUNT	2012 SOLID WASTE COUNT	% DIFFERENCE
January	1,639	1,653	0.85%
February	1,635	1,655	1.21%
March	1,633	1,665	1.92%
April	1,638	1,672	2.03%
May	1,639	1,690	3.02%
June	1,642		
July	1,639		
August	1,639		
September	1,645		
October	1,647		
November	1633		
December	1639		
<b>AVERAGE</b>	<b>1,639</b>	<b>1,667</b>	<b>1.68%</b>

MONTH	2011 SOLID WASTE BILLED	2012 SOLID WASTE BILLED	% DIFFERENCE
January	\$16,413.01	\$23,276.77	29.49%
February	\$23,010.32	\$23,320.00	1.33%
March	\$22,959.12	\$23,379.98	1.80%
April	\$23,033.99	\$23,518.26	2.06%
May	\$23,040.15	\$23,794.81	3.17%
June	\$23,065.60		
July	\$23,017.69		
August	\$23,030.35		
September	\$23,112.81		
October	\$23,166.10		
November	\$23,016.61		
December	\$14,899.96		
<b>TOTAL</b>	<b>\$261,765.71</b>	<b>\$117,289.82</b>	

MONTH	2011 AVERAGE BILL	2012 AVERAGE BILL	% DIFFERENCE
January	\$10.01	\$14.08	28.91%
February	\$14.07	\$14.09	0.14%
March	\$14.06	\$14.04	-0.14%
April	\$14.06	\$14.07	0.07%
May	\$14.06	\$14.08	0.14%
June	\$14.05		
July	\$14.04		
August	\$14.05		
September	\$14.05		
October	\$14.07		
November	\$14.09		
December	\$14.06		
<b>AVERAGE</b>	<b>\$13.72</b>	<b>\$14.07</b>	



## SEWER FUND HIGHLIGHTS

For the Month of May 2012

MONTH	2011	2012	% DIFFERENCE
	SWR COUNT	SWR COUNT	
January	1679	1789	6.15%
February	1676	1792	6.47%
March	1679	1797	6.57%
April	1774	1799	1.39%
May	1781	1801	1.11%
June	1779		
July	1778		
August	1781		
September	1774		
October	1777		
November	1770		
December	1776		
<b>AVERAGE</b>	1752	1796	2.43%

MONTH	2011	2012	% DIFFERENCE
	SWR BILLED	SWR BILLED	
January	\$80,781.73	\$89,188.63	10.41%
February	\$80,627.21	\$89,662.48	11.21%
March	\$80,471.02	\$88,970.52	10.56%
April	\$80,010.76	\$89,233.29	11.53%
May	\$90,216.49	\$91,548.66	1.48%
June	\$89,998.38		
July	\$89,284.06		
August	\$90,683.38		
September	\$91,270.81		
October	\$91,521.37		
November	\$86,644.10		
December	\$86,654.61		
<b>TOTAL</b>	\$1,038,163.92	\$448,603.58	

MONTH	2011	2012	% DIFFERENCE
	AVERAGE SWR BILL	AVERAGE SWR BILL	
January	\$48.11	\$49.85	3.61%
February	\$48.11	\$50.03	4.00%
March	\$47.93	\$49.51	3.30%
April	\$45.10	\$49.60	9.97%
May	\$50.65	\$50.83	0.36%
June	\$50.59		
July	\$50.22		
August	\$50.92		
September	\$51.45		
October	\$51.50		
November	\$48.95		
December	\$48.79		
<b>AVERAGE</b>	\$49.36	\$49.96	1.22%

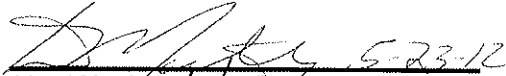
Check Register Report

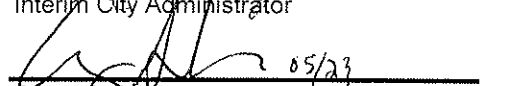
Date: 05/22/2012  
 Time: 2:42 PM  
 Page: 1


City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19644	05/22/2012	Printed		BABICH	ROSEMARIE BABICH	REIMB OVERPAYMENT	20.00
19645	05/22/2012	Printed		BRANDT FAB	BRANDT FABRICATING	GATE FOR TRAILER	266.70
19646	05/22/2012	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PURCH CARD CHARGES	38,931.77
19647	05/22/2012	Printed		EARL BRYAN	EARL BRYANT ENTERPRISES, INC.	INSTALL NEW 4 TON AC UNIT	5,500.00
19648	05/22/2012	Printed		ELITE ELEC	ELITE ELECTRIC INC	REPLACE 200 AMP WEATHER	1,050.00
19649	05/22/2012	Printed		FASTENAL	FASTENAL COMPANY	32 FT EXTENSION LADDER/WWTF	360.40
19650	05/22/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,666.07
19651	05/22/2012	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/APRIL	106.05
19652	05/22/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	751.07
19653	05/22/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,016.22
19654	05/22/2012	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES	717.50
19655	05/22/2012	Printed		MERCHANT S	MERCHANT SERVICES GROUP	CITYWIDE CREDIT CARD FEES	229.87
19656	05/22/2012	Printed		SEL SEC MO	SELECT SECURITY MONITORING	REPLACE BROKEN CAMERA/WWTF	395.00
19657	05/22/2012	Printed		SELECT SEC	SELECT SECURITY SYSTEMS	MONTHLY MONITOR/MAY/FOD	68.00
19658	05/22/2012	Printed		WELLS	DARRIN K WELLS	REIMB PARTIAL BOND	290.00
19659	05/22/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	2,408.31
19660	05/22/2012	Printed		WRIGHT EX	WRIGHT EXPRESS	FLEET FUEL CHARGES/APRIL 2012	3,286.05
19661	05/22/2012	Printed		ZEE MED	ZEE MEDICAL SERVICE	REPLENISH 1ST AID CABINET	21.50
<b>Total Checks: 18</b>						<b>Checks Total (excluding void checks):</b>	<b>62,084.51</b>

  
 Lloyd Martley Date 5-23-12  
 Interim City Administrator

  
 Corey Swisher Date 05/23  
 City Clerk/Finance Director

  
 Kristi Olson Date 5/22/12  
 Accounting Clerk

Check Register Report

Date: 05/31/2012

Time: 3:26 PM

Page: 1

City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>First State Bank Checks</b>							
19662	06/01/2012	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP ADD/LIFE/STD/LTD	583.05
19663	06/01/2012	Printed		AFLAC	AFLAC	EMPLOYEE CAFETERIA PLAN	890.52
19664	06/01/2012	Printed		BASEHOR AW	BASEHOR AWARDS & TROPHIES	ENGRAVED NAME PLATES	52.50
19665	06/01/2012	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	CHAMBER LUNCH/5-17/3 STAFF	24.00
19666	06/01/2012	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	14,187.22
19667	06/01/2012	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	309.07
19668	06/01/2012	Printed		EKGFOA	EKGFOA	1 GAAFR BLUE BOOK	130.00
19669	06/01/2012	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401A/457 RETIREMENT CONTRIB	2,694.83
19670	06/01/2012	Printed		HORSKY	E ROGER HORSKY	COURT APPOINTED ATTORNEY	150.00
19671	06/01/2012	Printed		IDEAL LAWN	IDEAL LAWN & LANDSCAPE	MOW BASEHOR BLVD/APRIL 2012	225.00
19672	06/01/2012	Printed		JOHNSON CL	JOHNSON COUNTY GOVERNMENT	BI-MO FACILITY FLOW TEST/WWTF	179.00
19673	06/01/2012	Printed		KS ANIMAL	KANSAS DEPT OF AGRICULTURE	RENEW ANIMAL SHELTER LIC/1 YR	200.00
19674	06/01/2012	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	751.07
19675	06/01/2012	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	4,965.49
19676	06/01/2012	Printed		MIDAMER RC	MID-AMERICA REGIONAL COUNCIL	BI-ANNUAL COUNTY MAPPING	1,500.00
19677	06/01/2012	Printed		NAT SIGN	NATIONAL SIGN COMPANY INC	VARIOUS STREET SIGNS	1,057.15
19678	06/01/2012	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
19679	06/01/2012	Printed		REGISTER	REGISTER OF DEEDS	LAREDO BILLING/APRIL 2012	60.00
19680	06/01/2012	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASH/POLICE	43.41
19681	06/01/2012	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/MAY 2012	387.00
19682	06/01/2012	Printed		US POSTAL	UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE PERMIT	2,000.00
19683	06/01/2012	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	401.43
19684	06/01/2012	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	8,089.40
19685	06/01/2012	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LITGATION THRU 4-15-12	2,627.20

Total Checks: 24

Checks Total (excluding void checks):

41,807.34

Total Payments: 24

Bank Total (excluding void checks):

41,807.34


Total Payments: 24

Grand Total (excluding void checks):

41,807.34

  
 Lloyd Martley Date 6-1-12  
 Interim City Administrator

  
 Corey Swisher Date 05/31/12  
 City Clerk/Finance Director

  
 Kristi Olson Date 5/31/12  
 Accounting Clerk

# Memo

Date: June 18, 2012

To: Governing Body

From: Lloyd Martley, Interim City Administrator

Ref: City Attorney (Shannon Marcano)

White Goss's (Shannon Marcano) current contract to provide legal services for the City will expire on June 20, 2012. Section 7 (Term and Termination) of the current contract states that the term may be extended thereafter pursuant to terms and conditions mutually agreed to by the parties. In the event the parties desire to extend the Terms of the Agreement, they shall engage in good faith negotiations concerning the terms and conditions of any such extension and any such extension agreed to by the parties shall be memorialized in a written amendment to this Agreement executed by both parties. Such term extensions shall occur only after recommendation by the Mayor and approval by the Governing Body of the City.

White Goss (Shannon Marcano) has indicated to the City that she would like to extend the current contract and per the agreement we entered into good faith negotiations with her regarding the compensation portion of the agreement. We currently pay White Goss a monthly flat fee of \$2,000 for general City Attorney work on behalf of the City. Any additional work on Special Projects or Litigation matters is billed to the City at a rate of \$150.00 per hour.

In consideration of the amended agreement and provisions, the City would agree to pay White Goss a monthly retainer fee of \$3,000 for 25 hours, for the performance of any legal services needed by the City. In the event that the City would exceed the 25 hours of legal service needed per the agreement, additional hours would be billed to the City at a rate of \$175.00 per hour.

I am recommending that the Mayor with the approval of the Governing Body accept the First Amendment to the Independent Contractor Agreement between the City of Basehor and White Goss (Shannon Marcano) as our City Attorney with the above noted changes to the compensation portion of the agreement.

## FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

**THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** (the "First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Basehor, Kansas (the "City") and White Goss Bowers March Schulte & Weisenfels, a Professional Corporation ("White Goss"), 4510 Belleview, Suite 300, Kansas City, Missouri 64111.

WHEREAS, the City and White Goss entered into that certain Independent Contractor Agreement (the "Agreement") dated June 20, 2011 and concerning the provision of City Attorney services; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the Agreement and the revise the conditions accordance with Section 7 of the Agreement; and

WHEREAS, the City and White Goss now hereby agree to enter into this First Amendment to make the following amendments to the Agreement.

1. Section 1 of the Agreement is hereby deleted in its entirety and in lieu thereof the following language is inserted:

1. **Services.** The City hereby engages White Goss to provide to the City all legal services needed by the City, of whatever nature. Such services include, but are not limited to, attending city council meetings when requested, attending any other meetings connected with the City's business, advising the Governing Body and City staff on any and all legal matters, preparation of ordinances and resolutions, employee handbooks, etc.

2. Section 3 of the Agreement is hereby deleted in its entirety and in lieu thereof the following language is inserted:

3. **Compensation.** In consideration of the agreements and provisions herein, the City agrees to pay White Goss a monthly retainer of \$3,000 during the term of this Agreement to perform legal services on behalf of the City. In the event White Goss is required to spend more than 25 hours during any calendar month for performance of legal services needed by the City, then such additional hours shall be billed to the City at a rate of \$175 per hour.



**IN WITNESS WHEREOF**, the parties, voluntarily and with full knowledge of the contents hereof, have executed this First Amendment.

**THE CITY OF BASEHOR, KANSAS**

By: \_\_\_\_\_  
Mayor David K. Breuer, with consent of  
a majority of the City Council

**WHITE GOSS BOWERS MARCH  
SCHULTE & WEISENFELS, a  
Professional Corporation**

By: \_\_\_\_\_  
Shannon M. Marcano, Esq.

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made this 20<sup>th</sup> day of JUNE, 2011, by and between the City of Basehor, Kansas (the "City") and White Goss Bowers March Schulte & Weisenfels, a Professional Corporation ("White Goss"), 4510 Belleview, Suite 300, Kansas City, Missouri 64111.

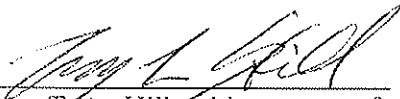
In consideration of the mutual covenants hereinafter set forth, the City and White Goss hereby agree as follows:

1. **Services.** The City hereby engages White Goss to provide the following legal services to the City during the term of this Agreement:
  - (a) **General City Attorney.** White Goss will provide general city attorney services, including regular attendance at City Council meetings, preparation of ordinances and resolutions, and projects within the ordinary course of municipal work (the "General City Attorney Work").
  - (b) **Special Projects.** White Goss will provide legal services for special projects as agreed to by the parties from time to time, such as the recodification of the City Code, and the drafting and codification of a Unified Development Ordinance (the "Special Projects").
  - (c) **Litigation.** White Goss will provide litigation services as agreed to by the parties from time to time, unless insurance defense is applicable, or it is determined that more specialized services are required ("Litigation").
2. **Qualifications.** Shannon Marcano of White Goss will be the City's appointed City Attorney. Ms. Marcano will maintain her license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.
3. **Compensation.** In consideration of the agreements and provisions herein, the City agrees to pay White Goss a monthly flat fee of \$2,000 during the term of this Agreement to perform General City Attorney Work on behalf of the City. Any work on any Special Projects or Litigation matters will be billed to the City at White Goss' reduced City Attorney Rates as set forth on the Fee Schedule attached hereto as **Exhibit A**.
4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.
5. **Miscellaneous Expenses.** White Goss will not bill the City for travel time to and from the City for meetings and consultation. However, the City will

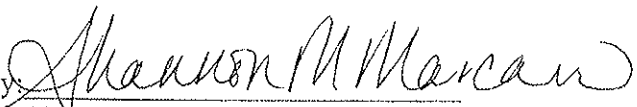
reimburse White Goss for miscellaneous, out-of-pocket expenses, such as copies, postage and mileage for out-of-town meetings and appearances.

6. **Other Employment.** During the term hereof, White Goss is free to pursue other business interests and representations so long as such activities do not adversely affect White Goss' representation of the City.
7. **Term and Termination.** This Agreement shall be effective upon the execution of this Agreement by the Mayor, which shall occur after recommendation by the Mayor and approval by the Governing Body of the City and shall continue thereafter for a term of one (1) year (the "Term") and may be extended thereafter pursuant to terms and conditions mutually agreed to by the parties. In the event the parties desire to extend the Term of the Agreement, they shall engage in good faith negotiations concerning the terms and conditions of any such extension during the final three (3) months of the then current Term and any such extension agreed to by the parties shall be memorialized in a written amendment to this Agreement executed by both parties. Such term extensions shall occur only after recommendation by the Mayor and approval by the Governing Body of the City. Either party may terminate this Agreement upon giving the other party no less than three (3) months prior written notice of its election to terminate the Agreement, provided that in the event Shannon Marcano ceases to be employed by White Goss for any reason whatsoever during the Term hereof (as the same may be extended), this Agreement shall terminate immediately (without three (3) months prior written notice).
8. **IN WITNESS WHEREOF**, the parties, voluntarily and with full knowledge of the contents hereof, have executed this Agreement.

**THE CITY OF BASEHOR, KANSAS**

By:   
Mayor Terry Hill, with consent of a  
majority of the City Council

**WHITE GOSS BOWERS MARCH  
SCHULTE & WEISENFELS, a  
Professional Corporation**

By:   
Shannon M. Marcano, Esq.

**EXHIBIT A**

Fee Schedule

<b>Attorney</b>	<b>Normal Hourly Rates (applicable when Funding Agreement in place)</b>	<b>Basehor City Attorney Rates</b>
Shannon M. Marcano	\$200	\$150
Marc A. Russell	\$200	\$150
Mary Jo Shaney	\$310	\$290
<b>Paralegal</b>		
Rachelle Biondo	\$135	\$110

White Goss Bowers March Schulte & Weisenfels

a Professional Corporation

816-502-4739

smarcano@whitegoss.com

June 16, 2011

Mayor Terry Hill and the  
Basehor Governing Body  
City of Basehor, Kansas  
2620 N. 155th Street  
P. O. Box 406  
Basehor, KS 66007

**Re: Waiver of Conflict – Representation of the City of Basehor, Kansas**

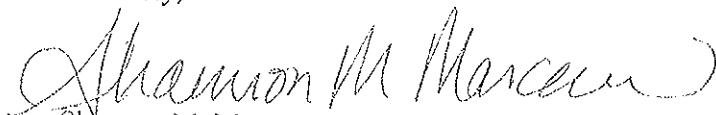
Dear Mayor Hill:

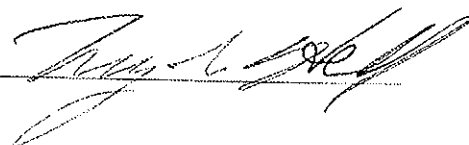
Our office has been asked to represent the City of Basehor, Kansas ("City") as City Attorney for general city attorney matters, special projects and litigation. As you are aware, the White Goss law firm has previously represented First State Bank and Midamerican Investments, LLC, a wholly owned subsidiary of First State Bank, and the owner of First State Bank's real estate, and Benchmark Management and Basehor Properties, LLC, regarding the Wolf Creek Junction Development, the formation of a Transportation Development District, and the negotiation of the transfer of the property known as the "Triangle Property" (legal description attached as Exhibit A) from the City of Basehor to Midamerican Investments, LLC, a wholly owned subsidiary of First State Bank, and the owner of First State Bank's real estate. We no longer represent these clients.

In order for us to represent the City as City Attorney, we would like you to acknowledge that you are aware of our past representation of First State Bank and Midamerican Investments, LLC, a wholly owned subsidiary of First State Bank, and the owner of First State Bank's real estate, and Benchmark Management and Basehor Properties, LLC. In addition, we would like for you to acknowledge that any issue or claim that arises in the future that is substantially related to the work White Goss Bowers March Schulte & Weisenfels, P.C. did on behalf of clients adverse to the City will be assessed at the time it arises and, in the event there is a conflict, City may need to retain other counsel or it can waive the conflict.

If you agree to the acknowledgements contained within this letter, please sign and return a copy of this letter to me. Please feel free to call if you have any questions.

Sincerely,

  
Shannon M. Marcano

Dated: 6-20-11 By: 

# MEMO

Date: June 18, 2012

To: Governing Body

From: Mayor, David K. Breuer

Ref: PTO Mark Loughry

Per Mark Loughry's contract signed on August 12, 2009, Section (4) a. – Termination, resignation and severance pay states that in the event employee is terminated by the governing body before the expiration of the term of employment the city agrees to pay employee severance pay consisting of a lump sum cash payment equal to 6 pay periods of aggregate salary, including employee's car allowance and all accrued vacation leave.

On December 2, 2011 the governing body agreed to pay Mark Loughry a lump sum cash payment equal to 6 pay periods of aggregate salary including his car allowance and other benefits in the amount of \$34,096.92. This payment did not include his accrued vacation leave (PTO) of 372.62 hours in the amount of \$16,082.28.

It is recommended that the governing body agree to pay Mark Loughry for 372.62 hours of PTO in the amount of \$16,082.28 per contract agreement at this time.

## Mark Loughry – Vacation/sick/PTO

Mark started in August 2009 with 144 hours of vacation and 40 hours of sick leave.

From the date Mark started to the time we converted to PTO in August there was 25 pay periods where he would have accrued 5 hours per pay period or 125 hours. Add the 125 hours to the 144 hours he started off with, his total accrued hours would be 269. At the time of the conversion Mark had accrued 215.85 hours of vacation time meaning that from August 2009 to August 2010, Mark used 6.65 days of vacation time. Mark would have also accrued 144 hours of sick leave during this time. At the time of the conversion Mark had accrued 123.07 hours of sick leave meaning that from August 2009 to August 2010 Mark used 2.62 days of sick leave.

In August of 2010 we went from accruing sick leave and vacation time to PTO. Because there were so many employees that had very large amounts of accrued sick time the city offered employees a 25% buy back or rollover of their accrued sick time.

In August 2010 Mark had accrued 123.07 hours of sick leave and chose to rollover the 25% offered which equaled 30.77 hours. With this rollover his beginning balance of PTO was 246.62. From the date of the conversion to the date of his termination in September 2011 there was 30 pay periods for which he accrued 7.50 hours per pay period which equals 225 hours. If you add that to what he began with at the time of the conversion his total accrued hours would have been 471.62. At the time of his termination Mark had 372.62 hours of PTO meaning that from August 2010 to September 2011 Mark used 12.38 days of PTO time.

In summary, from August 2009 to September 2011 Mark used a combination of vacation, sick leave and PTO equal to 21.65 days and when he was terminated had accrued 372.62 hours.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of August, 2009, by and between the City of Basehor, Kansas, a Kansas municipal corporation, hereinafter referred to as "City" and Mark Loughry, hereinafter referred to as "Employee".

**WITNESSETH:**

**WHEREAS**, City desires to employ the services of Employee as City Administrator of Basehor, Leavenworth County, Kansas; and

**WHEREAS**, it is the desire of City to provide certain benefits, establish certain working conditions of employment and to set expected performance standards for said Employee to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security and to provide for an orderly means for terminating the Employee's services at such time as he may be unable to fully discharge his duties or when City may otherwise desire to terminate his employment; and

**WHEREAS**, said Employee desires to accept employment as City Administrator for Basehor, Leavenworth County, Kansas, subject to all the terms and conditions of this Employment Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

**1. SECTION ONE - DUTIES:**

The City hereby agrees to employ Employee as City Administrator for Basehor, Kansas, to perform the functions and duties as specified and defined in the City Code presently in effect at the time of this contract, or as may be amended or supplemented during the term of this Agreement, and in the job description for City Administrator attached hereto as Exhibit "A" and incorporated herein by reference, and to perform other legally permissible and proper duties and functions as the Governing Body shall from time to time assign.

**2. SECTION TWO - TERM:**

A. The term of this Agreement expires on the day of the second regularly scheduled City Council meeting in May of 2012, and Employee agrees to remain in the exclusive employ of City until the expiration of this 3-year term, subject to the separation provisions in Section 4, and not to be employed by any other employer until said termination date is effected as hereinafter provided. Failure by City to renew or enter into a new agreement on or before the second regular meeting in May of 2012, shall cause this Agreement to be extended according to its same terms and conditions but only until such time as the Governing Body shall have entered into a new agreement, or decided not to extend a new contract to Employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Governing Body to terminate the services of Employee at any time, for any reason or no reason, subject only to the provisions set forth in Section 4 of this Agreement.



C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from this position with the City subject to the provisions set forth in Section 4 of this Agreement.

### 3. SECTION THREE - SUSPENSION:

The Governing Body may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if:

A. After a hearing conducted in an Executive Session of the Governing Body, a majority of the Governing Body votes to suspend Employee.

B. Employee shall be given written notice setting forth the basis for such suspension at least ten (10) calendar days prior to such hearing or action by the Governing Body and given the opportunity to present evidence at the hearing in response to such contemplated action. However, if the basis for such suspension is an alleged egregious act of misconduct or a felony arrest, employee shall only be given written notice three (3) business days prior to such hearing or action by the Governing Body.

Employee's failure to appear at the hearing does not prohibit the Governing Body from taking action to suspend Employee.

### 4. SECTION FOUR - TERMINATION, RESIGNATION AND SEVERANCE PAY:

A. In the event Employee is terminated by the Governing Body before expiration of the aforesaid term of employment, or the Governing Body decides not to renew the Agreement upon or after its expiration, and during such time that Employee is willing and able to perform his duties under this Agreement, then City agrees to pay Employee severance pay consisting of a lump sum cash payment equal to 6 pay periods of aggregate salary, including Employee's car allowance (less applicable deductions required under federal or state law), and all accrued vacation leave; provided, however, that in the event Employee is terminated because he has been criminally charged with performing any illegal act involving dishonesty or moral turpitude or any illegal act involving personal gain to him, then the City shall have no obligation to pay the severance sum designated in this paragraph. For purposes of this Agreement, "aggregate salary" shall be defined to include any monthly health insurance premium that, at the time of termination, is paid by the City for the benefit of Employee and/or Employee's family or spouse. Beginning with the first anniversary of Employee's employment with the City, and for each anniversary thereafter, Employee's severance pay shall increase by one pay period up to a maximum of 12 pay periods.

B. Employee shall be given written notice of the Governing Body's intent to terminate Employee and the date of a hearing to be conducted in an Executive Session of the Governing Body at least ten (10) calendar days prior to such hearing and termination. Employee shall be given the opportunity to present evidence at the hearing in response to such proposed termination. Employee's failure to appear at such hearing does not prohibit the Governing Body from taking action to terminate Employee. The hearing referred to herein is not required if this Agreement has expired and City has determined it is not interested in entering into a new Agreement with Employee.

**TIME SENSITIVE  
PLEASE RETURN WITHIN 30 DAYS**

**Subject: Important Plan Documents  
City of Basehor, Kansas 457 Plan  
Group Number – 752087**



Dear Plan Sponsor,

We have created the following documents for your Plan:

- Hartford Specimen 457(b) Plan Document
- 457(b) Plan Document Certification Form, located at the end of the specimen plan document
- Sample - Board Resolution
- Sample - Participant Loan Program

As plan sponsor, it is up to you, in consultation with your legal advisor, to determine whether the terms of these documents support your Plan and its intended operation. **Please review these documents carefully. If any changes are needed to the plan documents, please contact me. Otherwise please follow the Action Steps on the next page for signing and returning your plan documents.**

Please call me at **1-800-637-6444 extension 47116** if you have any questions about the enclosed documents.

Sincerely,

Cheryl Keller  
Retirement Plan Services

To ensure compliance with requirements imposed by the IRS, we inform you that any information contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. As with all matters of a tax or legal nature, you should consult your own tax or legal counsel for advice.

"The Hartford" is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing company Hartford Life Insurance Company and Hartford Securities Distribution Company, Inc. ("HSD").

HSD (member FINRA and SIPC), a registered broker/dealer affiliate of The Hartford, has established certain programs for retirement plans, including defined contribution retirement plans, through which a plan or plan participant may invest in mutual funds.

The Hartford  
Retirement Plan Service Center  
1 Griffin Road North  
Windsor, CT 06144-1512  
Mailing Address: P.O. Box 1583  
Hartford, CT 06144-1583

**City of Basehor**  
**Agenda Item Cover Sheet**

**Agenda Item No. 5**

**Date:** June 13, 2012

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

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

**Re:** Basehor Boulevard and 155<sup>th</sup> Street Improvements Assessment Public Hearing

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**Background:**

The purpose of the public hearing is for the City Council to take comments regarding the computation of the assessments (total final costs and spread of the assessments against particular properties within the districts) for the 155th Street and Basehor Boulevard Improvement Districts.

Note that after discussions with the City's Financial Advisor, the total final costs presented to the Council on June 4 have been revised to reflect a lower interest payment on the City's Series 2010 temporary notes. This revision means that the total costs levied against the 155th Street Improvement District are approximately \$20,000 lower than previously computed and the total costs levied against the Basehor Boulevard Improvement District are approximately \$57,000 lower than previously computed. Each of the property owners in both districts will see a commensurate reduction in the assessments to be levied against their property.

Revised total final costs and a revised assessment roll summary are attached to this agenda item for Council review.

As previously discussed on June 4, the costs of each improvement district were spread equally per square foot against all of the property within the respective improvement districts, as per Resolutions 2008-07 and 2008-08 previously approved by the Council.

Upon conclusion of the Public Hearing, the Council may consider approving an Ordinance that will levy assessments against the property within the Improvement Districts in the amounts set forth in the assessment roll summary.

**Staff Recommendation:**

Call Public Hearing to Order.  
Conduct Public Hearing.  
Adjourn Public Hearing.

**Action Requested of Council:**

Call Public Hearing to Order.  
Conduct Public Hearing.  
Adjourn Public Hearing.

**Attachments:**

Petition for Public Improvements (Basehor Town Center)  
Resolution 2008-07  
Petition for Public Improvements (155<sup>th</sup> Street)  
Resolution 2008-08  
July 7, 2008, Basehor City Council Work Session & Regular Meeting Minutes

## PETITION FOR PUBLIC IMPROVEMENTS

TO: The Governing Body of the City of Basehor, Kansas:

1. We, the undersigned, are owners of record of property to be liable for assessment for the following proposed improvements:

The construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155<sup>th</sup> to approximately 2,500 feet East consisting of grading, 10" asphalt paving, curb & gutter, storm sewer, retention basin, street lights, and all necessary and appurtenant work to complete a 4-lane divided boulevard transitioning to a standard collector street (the "Street Improvements"); and

The construction of approximately 2,500 Linear Feet of 12" water line with fire hydrants and all necessary and appurtenant work (the "Water Improvements"); and

The construction of approximately 5,600 Linear Feet of sanitary sewer ranging in size from 8" diameter to 18" diameter PVC pipe, manholes, excavation and backfill, and all necessary and appurtenant work (the "Sewer Improvements").

The Street Improvements, the Water Improvements and the Sewer Improvements are collectively referred to herein as the "Improvements".

We hereby propose that the Improvements be made in the manner provided by K.S.A. 12-6a01, et seq.

2. The estimated or probable cost of the Improvements are:

One Million Seven Hundred & Seventy Five Thousand Dollars (\$1,775,000) for the Street Improvements, Two Hundred & Sixteen Thousand Dollars (\$216,000) for the Water Improvements, and Eight Hundred & Thirty Four Thousand Dollars (\$834,000) for the Sewer Improvements for a total estimated or probable cost of Two Million Eight Hundred & Twenty Five Thousand Dollars (\$2,825,000).

3. The boundary of the proposed improvement district to be assessed as indicated on the attached map depicting the land indicated and described as follows.

The property to be assessed for the Street Improvements and the Water Improvements is described as:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 582.07 feet; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 59.97 feet; thence North 88 degrees 35 minutes 19 seconds East a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10 degrees 40 minutes 26 seconds, for a distance of 144.38 feet; thence North 77 degrees 54 minutes 54 seconds East a distance of 8.62 feet; thence North 12 degrees 05 minutes 06 seconds West a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of North 40 degrees 48 minutes 43 seconds West, a radius of 50.00 feet, and a central angle of 158 degrees 48 minutes 04 seconds, for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of South 62 degrees 00 minutes 39 seconds East, a radius of 60.00 feet, and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence North 78 degrees 35 minutes 19 seconds East a distance of 17.28 feet; thence North 11 degrees 24 minutes 41 seconds West a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter;

thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250.00 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70 degrees 59 minutes 17 seconds East, a radius of 350.00 feet, and a central angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800.00 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425.00 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120.00 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87 feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350.00 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500.00 feet, for a distance of 118.60 feet thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300.00 feet and a central angle of 21 degrees 57 minutes 14 seconds, for a distance of 114.95 feet; thence North 68 degrees 21 minutes 57 seconds West a distance of 109.48 feet; thence South 87 degrees 57 minutes 12 seconds West, parallel with the North line of said Southwest Quarter, a distance of 1050.00 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 130.00 feet; thence South 87 degrees 57 minutes 12 seconds West a distance of 121.01 feet; thence South 01 degrees 24 minutes 41 seconds East a distance of 128.58 feet; thence South 88 degrees 23 minutes 19 seconds West a distance of 560.00 feet to the West line of said Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, to said West line, a distance of 392.84 feet to the POINT OF BEGINNING.  
CONTAINS: 5,410,406.39 SQ. FT. OR 124.20584 ACRES.

The property to be assessed for the Sewer Improvements is described as:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1329.41 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1320.42 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 555.74 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF RICKEL'S SUBDIVISION AND RICKEL'S SUBDIVISION NO. 3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 3632.29 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 06 SECONDS WEST A DISTANCE OF 147.13 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 38 SECONDS WEST A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 59.97 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 180.00 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 50 SECONDS WEST A DISTANCE 145.01 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST A DISTANCE OF 180.00 FEET TO SAID WEST LINE; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 420.03 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 752.05 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 390.48 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 59.97 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 13.55 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, FOR A

DISTANCE OF 144.38 FEET; THENCE NORTH 77 DEGREES 54 MINUTES 54 SECONDS EAST A DISTANCE OF 8.62 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 06 SECONDS WEST A DISTANCE OF 11.66 FEET; THENCE NORTHERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, FOR A DISTANCE OF 41.92 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 208.43 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND, FOR A DISTANCE OF 41.26 FEET; THENCE NORTHERLY AND EASTERLY, ON A CURVE TO THE RIGHT HAVING A INITIAL TANGENT BEARING OF NORTH 40 DEGREES 48 MINUTES 43 SECONDS WEST, A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, FOR A DISTANCE OF 138.58 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING A INITIAL TANGENT BEARING OF SOUTH 62 DEGREES 00 MINUTES 39 SECONDS EAST, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND FOR A DISTANCE OF 41.26 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 17.28 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 41 SECONDS WEST A DISTANCE OF 219.14 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, HAVING A INITIAL TANGENT BEARING OF NORTH 44 DEGREES 03 MINUTES 57 SECONDS EAST, A RADIUS OF 1889.10 FEET, AND A CENTRAL ANGLE OF 43 DEGREES 53 MINUTES 23 SECONDS FOR A DISTANCE OF 1447.09 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2426.29 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1879.02 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING.  
CONTAINS 12,260,986.97 SQUARE FEET OR 281.47353 ACRES

4. Method of Assessment:

The proposed method of assessment for the Improvement is : Equally per square  
foot.

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5. The proposed apportionment of costs between the improvement district and the city at large is

One Hundred percent (100%) to be assessed against the improvement district  
and  
Zero percent (0%) to be paid by the city at large.

The costs apportioned to the improvement district shall be further allocated as follows:

(a) all costs of the Street Improvements shall be allocated only to that property designated in paragraph 3 of this Petition as the property to be assessed for the Street Improvements and Water Improvements; and (b) all costs of the Water Improvements shall be allocated only to that property designated in paragraph 3 of this Petition as the property to be assessed for the Street Improvements and Water Improvements; and (c) all costs of the Sewer Improvements shall be allocated only to that property designated in paragraph 3 of this Petition as the property to be assessed for Sewer Improvements.

6. We further propose that such improvement be made without notice and hearing as required by K.S.A. 12-6a04 (a).
7. Names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the petition, or later than seven (7) days after this petition is filed, whichever occurs first.
8. We hereby agree that all costs incurred for the preparation, administration, engineering fees, etc. shall be assessed against the improvement district and city-at-large based upon the method of assessment and the apportionment of costs described herein regardless of the completion of the construction of the improvement.
9. Petitioners signing for the public improvement hereby agree that if in the event there is property in the improvement district that is outside the corporate limits of the city of Basehor, the owners of such property will petition for annexation prior to the time the governing body of the city of Basehor considers approval of the public improvement.
10. When applicable, any petitioner signing for a public improvement, hereby agrees to dedicate or convey the necessary easements to accommodate said improvement.
11. We further propose that the improvement be assessed prior to construction pursuant to the authority of K.S.A. 12-6a09(c).
12. Signed right-of-way donations and any necessary easements based upon the preliminary construction plan shall be provided prior to publication of the resolution approving the benefit district for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large. If a property owner refuses to donate land for right-of-way for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large, the Governing Body will assess all costs of purchasing right-of-way for that property upon the non-donating property owner pursuant to K.S.A. 12-692.

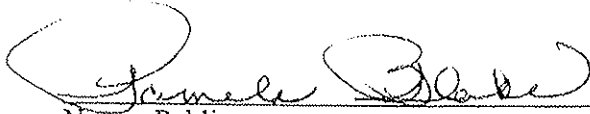


CERTIFICATION

STATE OF Kansas )  
COUNTY OF Johnson ) SS:

I, Pamela Blake, hereby certify that the signatures appearing on the  
Petition Signature Sheets, consisting of 7 pages, are genuine and the addresses opposite the  
names are correct.

Subscribed and sworn to before me this 16th day of May 20 08.

  
Notary Public

My commission expires:

PAMELA BLAKE  
Notary Public - State of Kansas  
My Appt. Expires 12-14-2010

Dec. 14, 2010

Owner: Baschor Town Center, LLC  
 Address: 9200 Indian Creek Pkwy.  
Suite 100  
Overland Park, KS 66210

Legal description of property owned within improvement district:  
 Part of the NW ¼ and part of the NE ¼ and part of the SW ¼ of  
 Section 35, T10S, R22 E, in the City of Baschor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 01° 24' 41" W, along the West line of said NW ¼, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing N 01° 24' 41" W, along the West line of said NW ¼, a distance of 582.07 feet; thence N 87° 57' 12" E, parallel with the South line of said NW ¼, a distance of 390.48 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 59.97 feet; thence N 88° 35' 19" E a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence N 77° 54' 54" E a distance of 8.62 feet; thence N 12° 05' 06" W a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of N 40° 48' 43" W, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 62° 00' 39" E, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence N 78° 35' 19" E a distance of 17.28 feet; thence N 11° 24' 41" W a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of N 44° 03' 57" E, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence N 87° 57' 18" E, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said NE ¼; thence continuing N 87° 57' 18" E, along said abandoned railroad centerline, a distance of 158.78 feet; thence S 01° 58' 00" E a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence S 19° 00' 43" W a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of S 70° 59' 17" E, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence S 46° 44' 10" E a distance of 101.66 feet; thence S 43° 15' 50" W a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence S 54° 25' 26" W a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said NW ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 43° 26' 23" W, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence S 01° 59' 35" E a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of S 88° 00' 25" W, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence N 10° 41' 25" W a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 79° 18' 35" W, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence S 58° 21' 38" W a distance of 401.22 feet; thence S 40° 17' 40" E a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 54° 14' 19" W, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence S 43° 35' 19" W a distance of 18.32 feet to a point on the North line of said SW ¼; thence continuing S 43° 35' 19" W a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence N 68° 21' 57" W a distance of 109.48 feet; thence S 87° 57' 12" W, parallel with the North line of said SW ¼, a distance of 970.00 feet; thence N 02° 02' 48" W a distance of 140.12 feet to a point on the South line of said NW ¼; thence continuing N 02° 02' 48" W a distance of 360.33 feet; thence S 88° 35' 04" W a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 37° 16' 00" W, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence S 01° 24' 41" E, parallel with the West line of said NW ¼, a distance of 338.00 feet to a point on the South line of said NW ¼; thence S 87° 57' 12" W, along the South line of said NW ¼, a distance of 403.91 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 167.93 feet; thence S 88° 35' 08" W a distance of 186.11 feet to the POINT OF BEGINNING, containing 3,619,098.09 square feet or 83.08306 acres more or less.

Estimated Assessable (sq. ft.) for:	Street Improvements	Water Improvements	Sewer Improvements
Estimated Assessment Amount for:	3,407,117	3,407,117	3,407,117
	\$1,175,140.97	\$143,003.07	\$237,514.22

Total Estimated Assessment Amount \$1,555,658.26

Date: 5/16/08 Signature: Baschor Town Center, LLC  
 Time: 11:00 Signature: Jennifer Van Dyk Steen

Owner: Basehor Town Center, LLC  
 Address: 9200 Indian Creek Pkwy.  
Suite 100  
Overland Park, KS 66210

Legal description of property owned within improvement district:  
 THE WEST 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35,  
 TOWNSHIP 10 SOUTH RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BENINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;  
 THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST  
 QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1327.91 FEET, TO THE NORTHWEST CORNER OF  
 THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 57 MINUTES 12  
 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER  
 A DISTANCE OF 655.92 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 23 SECONDS EAST, PARALLEL TO  
 THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1328.66  
 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH  
 88 DEGREES 01 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF  
 SAID SOUTHEAST QUARTER A DISTANCE OF 655.92 FEET TO THE POINT OF BEGINNING.  
 CONTAINS: 871,200.00 SQUARE FEET OR 20.00 ACRES.

Estimated Assessable (sq. ft.) for:	Street Improvements	0	Water Improvements	0	Sewer Improvements	871,200
Estimated Assessment Amount for:	Street Improvements	\$0	Water Improvements	\$0	Sewer Improvements	\$60,732.40

Total Estimated Assessment Amount \$60,732.40

Date: 5/16/08  
 Time: 11:00

Signature: Basehor Town Center, LLC  
 Signature: Junifer VanDyke

Owner: ~~Basehor Linwood USD No. 458~~ Jerry L. Mussett and Ruth Ann Mussett  
 Address: ~~2008 N 155<sup>th</sup> Street~~ 15420 Hickory Road  
Basehor, KS 66007

Legal description of property owned within improvement district:  
 Part of the NW ¼ of Section 35, T10S, R22E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 87° 57' 12" E, along the South line of said NW ¼, a distance of 1,985.42 feet; thence N 43° 35' 19" E a distance of 18.32 feet; thence Northeasterly, on a curve to the right having a radius of 500 feet, for a distance of 92.94 feet to the POINT OF BEGINNING; thence N 40° 17' 40" W a distance of 740.35 feet; thence N 58° 21' 38" E a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1,150 feet, for a distance of 420.48 feet; thence S 10° 41' 25" E a distance of 326.61 feet; thence S 40° 11' 24" E a distance of 250.30 feet; thence S 28° 54' 28" E a distance of 62.87 feet; thence S 18° 43' 42" E a distance of 73.43 feet; thence S 03° 28' 46" E a distance of 47.40 feet; thence S 17° 41' 20" W a distance of 145.00 feet; thence N 72° 18' 40" W a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence S 57° 10' 46" W a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 25.66 feet to the POINT OF BEGINNING, containing 521,831.38 square feet or 11.97960 acres, more or less.

Estimated Assessable (sq. ft.) for:	Street Improvements	491,584	Water Improvements	491,584	Sewer Improvements	491,584
Estimated Assessment Amount for:	Street Improvements	\$169,551.12	Water Improvements	\$20,632.70	Sewer Improvements	\$34,268.91
Total Estimated Assessment Amount		<u>\$224,452.73</u>				

Date: 5-16-08 Signature: Jerry L. Mussett  
 Time: 2:00 PM Signature: Ruth Ann Mussett

Owner: Hazel H. and Larry J. Rix  
 Address: 174 Sunset Circle  
Palisade, CO 81526

Legal description of property owned within improvement district:  
 ALL OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1329.41 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1320.42 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1327.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1320.18 FEET TO THE POINT OF BEGINNING.  
 CONTAINS: 1,754,136.81 SQUARE FEET OR 40.26940 ACRES.

Except:

THE WEST 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1327.91 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 655.92 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 23 SECONDS EAST, PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1328.66 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 655.92 FEET TO THE POINT OF BEGINNING.  
 CONTAINS: 871,200.00 SQUARE FEET OR 20.00 ACRES.

Estimated Assessable (sq. ft.) for:	Street Improvements	0	Water Improvements	0	Sewer Improvements	849,702
Estimated Assessment Amount for:	Street Improvements	\$0	Water Improvements	\$0	Sewer Improvements	\$59,233.75

Total Estimated Assessment Amount \$59,233.75

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Time: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner: Jerry L. Mussett and Ruth Ann Mussett

Address: 15420 Hickory Road  
Basehor, KS 66007

Legal description of property owned within improvement district:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 25 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.49 FEET, THENCE SOUTH 87 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.58 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 386.63 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 23 SECONDS EAST, A DISTANCE OF 772.19 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF RICKEL'S SUBDIVISION AND RICKEL'S SUBDIVISION NO. 3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 3632.29 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 06 SECONDS WEST A DISTANCE OF 147.13 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 38 SECONDS WEST A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 59.97 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 180.00 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 50 SECONDS WEST A DISTANCE 145.01 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST A DISTANCE OF 180.00 FEET TO SAID WEST LINE; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 420.03 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 752.05 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 390.48 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 59.97 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 13.55 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, FOR A DISTANCE OF 144.38 FEET; THENCE NORTH 77 DEGREES 54 MINUTES 54 SECONDS EAST A DISTANCE OF 8.62 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 06 SECONDS WEST A DISTANCE OF 11.66 FEET; THENCE NORTHERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, FOR A DISTANCE OF 41.92 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 208.43 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND, FOR A DISTANCE OF 41.26 FEET; THENCE NORTHERLY AND EASTERLY, ON A CURVE TO THE RIGHT HAVING A INITIAL TANGENT BEARING OF NORTH 40 DEGREES 48 MINUTES 43 SECONDS WEST, A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, FOR A DISTANCE OF 138.58 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING A INITIAL TANGENT BEARING OF SOUTH 62 DEGREES 00 MINUTES 39 SECONDS EAST, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND FOR A DISTANCE OF 41.26 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 17.28 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 41 SECONDS WEST A DISTANCE OF 219.14 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, HAVING A INITIAL TANGENT BEARING OF NORTH 44 DEGREES 03 MINUTES 57 SECONDS EAST, A RADIUS OF 1889.10 FEET, AND A CENTRAL ANGLE OF 43 DEGREES 53 MINUTES 23 SECONDS FOR A DISTANCE OF 1447.09 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2426.29 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1193.44 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,506,844.93 SQUARE FEET OR 241.20397 ACRES, MORE OR LESS.

Except:

Part of the NW ¼ and part of the NE ¼ and part of the SW ¼ of  
Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 01° 24' 41" W, along the West line of said NW ¼, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing N 01° 24' 41" W, along the West line of said NW ¼, a distance of 582.07 feet; thence N 87° 57' 12" E, parallel with the South line of said NW ¼, a distance of 390.48 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 59.97 feet; thence N 88° 35' 19" E a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence N 77° 54' 54" E a distance of 8.62 feet; thence N 12° 05' 06" W a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of N 40° 48' 43" W, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 62° 00' 39" E, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence N 78° 35' 19" E a distance of 17.28 feet; thence N 11° 24' 41" W a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of N 44° 03' 57" E, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence N 87° 57' 18" E, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said NE ¼; thence continuing N 87° 57' 18" E, along said abandoned railroad centerline, a distance of 158.78 feet; thence S 01° 58' 00" E a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence S 19° 00' 43" W a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of S 70° 59' 17" E, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence S 46° 44' 10" E a distance of 101.66 feet; thence S 43° 15' 50" W a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence S 54° 25' 26" W a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said NW ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 43° 26' 23" W, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence S 01° 59' 35" E a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of S 88° 00' 25" W, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence N 10° 41' 25" W a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 79° 18' 35" W, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence S 58° 21' 38" W a distance of 401.22 feet; thence S 40° 17' 40" E a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 54° 14' 19" W, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence S 43° 35' 19" W a distance of 18.32 feet to a point on the North line of said SW ¼; thence continuing S 43° 35' 19" W a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence N 68° 21' 57" W a distance of 109.48 feet; thence S 87° 57' 12" W, parallel with the North line of said SW ¼, a distance of 970.00 feet; thence N 02° 02' 48" W a distance of 140.12 feet to a point on the South line of said NW ¼; thence continuing N 02° 02' 48" W a distance of 360.33 feet; thence S 88° 35' 04" W a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 37° 16' 00" W, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence S 01° 24' 41" E, parallel with the West line of said NW ¼, a distance of 338.00 feet to a point on the South line of said NW ¼; thence S 87° 57' 12" W, along the South line of said NW ¼, a distance of 403.91 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 167.93 feet; thence S 88° 35' 08" W a distance of 186.11 feet to the POINT OF BEGINNING, containing 3,619,098.09 square feet or 83.08306 acres more or less.

Except:

Part of the NW ¼ of Section 35, T10S, R22E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 87° 57' 12" E, along the South line of said NW ¼, a distance of 1,985.42 feet; thence N 43° 35' 19" E a distance of 18.32 feet; thence Northeasterly, on a curve to the right having a radius of 500 feet, for a distance of 92.94 feet to the POINT OF BEGINNING; thence N 40° 17' 40" W a distance of 740.35 feet; thence N 58° 21' 38" E a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1,150 feet, for a distance of 420.48 feet; thence S 10° 41' 25" E a distance of 326.61 feet; thence S 40° 11' 24" E a distance of 250.30 feet; thence S 28° 54' 28" E a distance of 62.87 feet; thence S 18° 43' 42" E a distance of 73.43 feet; thence S 03° 28' 46" E a distance of 47.40 feet; thence S 17° 41' 20" W a distance of 145.00 feet; thence N 72° 18' 40" W a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence S 57° 10' 46" W a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 25.66 feet to the POINT OF BEGINNING, containing 521,831.38 square feet or 11.97960 acres, more or less.

Estimated Assessable (sq. ft.) for:	Street Improvements	1,247,603	Water Improvements	1,247,603	Sewer Improvements	6,344,041
Estimated Assessment Amount for:	Street Improvements	\$430,307.91	Water Improvements	\$52,364.23	Sewer Improvements	\$442,250.72

**Total Estimated Assessment Amount** \$924,922.86

Date: 5-16-08

Signature: [Handwritten Signature]

Time: 2:00 PM

Signature: [Handwritten Signature]



**ESTIMATED OR PROBABLE COST**

PREPARED BY: Level-4 Engineering, LLC

DATE: May 14, 2008 EST. CONSTRUCTION TIME: YRS \_\_\_\_\_ MOS 11

**STREET IMPROVEMENTS**

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>1,237,000</u>
TOTAL COST:=	\$ 1,237,000
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>173,180</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>6,185</u>
PETITION PREPARATION	\$ <u>2,695</u>
ENGINEERING & CONST. STAKING (10%)	\$ <u>123,700</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>86,590</u>
LEGAL NOTICE	\$ <u>200</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>80</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>20</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST)	\$ <u>21,650</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>123,700</u>
SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR <u>STREET IMPROVEMENTS</u> =	\$ <u>1,775,000</u>

**WATER IMPROVEMENTS**

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>147,000</u>
TOTAL COST:=	\$ <u>147,000</u>
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>20,580</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>735</u>
PETITION PREPARATION	\$ <u>620</u>
ENGINEERING & CONST. STAKING (LUMP SUM)	\$ <u>19,500</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>10,290</u>
LEGAL NOTICE	\$ <u>0</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>0</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>0</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST)	\$ <u>2,575</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>14,700</u>
SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR <u>WATER IMPROVEMENTS</u> =	\$ <u>216,000</u>

**SANITARY IMPROVEMENTS**

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>580,000</u>
TOTAL COST:=	\$ 580,000
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>81,200</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>2,900</u>
PETITION PREPARATION	\$ <u>3,150</u>
ENGINEERING & CONST. STAKING (10%)	\$ <u>58,000</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>40,600</u>
LEGAL NOTICE	\$ <u>0</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>0</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>0</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST)	\$ <u>10,150</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>58,000</u>
SUBTOTAL ESTIMATED OR PROBABLE COSTS FOR <u>SEWER IMPROVEMENTS</u> =	\$ <u>834,000</u>
<hr/>	
<b>Total Estimated Costs All Improvements =</b>	<b>\$ <u>2,825,000</u></b>

**Basehor Town Center, LLC  
Company Resolution**

It is hereby resolved that Jennifer Van Der Steen, Corporate Legal, is granted the authority to enter Basehor Town Center, LLC ("Company") into binding contracts for financing, purchasing, selling, services, and any and all other business matters in connection with the conduct of its business operations. This authorization is for an indefinite period of time and will be terminated at the sole discretion of the Managing Member.

Managing Member

  
\_\_\_\_\_  
Michael J. Duncan

11/28/07  
Date

**RESOLUTION NO. 2008-07**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (BASEHOR BOULEVARD STREET, WATER AND SEWER IMPROVEMENTS).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Basehor, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(b) (the "Act"); and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

The construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155<sup>th</sup> to approximately 2,500 feet East consisting of grading, 10" asphalt paving, curb & gutter, storm sewer, retention basin, street lights, and all necessary and appurtenant work to complete a 4-lane divided boulevard transitioning to a standard collector street (the "Street Improvements"); and

The construction of approximately 2,500 Linear Feet of 12" water line with fire hydrants and all necessary and appurtenant work (the "Water Improvements"); and

The construction of approximately 5,600 Linear Feet of sanitary sewer ranging in size from 8" diameter to 18" diameter PVC pipe, manholes, excavation and backfill, and all necessary and appurtenant work (the "Sewer Improvements").

The Street Improvements, the Water Improvements and the Sewer Improvements are collectively referred to herein as the "Improvements."

(b) The estimated or probable cost of the Improvements are:

One Million Seven Hundred & Seventy Five Thousand Dollars (\$1,775,000) for the Street Improvements, Two Hundred & Sixteen Thousand Dollars (\$216,000) for the Water Improvements, and Eight Hundred & Thirty Four Thousand Dollars (\$834,000) for the Sewer Improvements, for a total estimated or probable cost of Two Million Eight Hundred & Twenty Five Thousand Dollars (\$2,825,000), which at the discretion of the City may include an administrative and supervision fee for the Improvements payable to the City in amount not to exceed 5% of the total cost.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

The property to be assessed for the Street Improvements and the Water Improvements is described as:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 582.07 feet; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 59.97 feet; thence North 88 degrees 35 minutes 19 seconds East a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10 degrees 40 minutes 26 seconds, for a distance of 144.38 feet; thence North 77 degrees 54 minutes 54 seconds East a distance of 8.62 feet; thence North 12 degrees 05 minutes 06 seconds West a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of North 40 degrees 48 minutes 43 seconds West, a radius of 50.00 feet, and a central angle of 158 degrees 48 minutes 04 seconds, for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of South 62 degrees 00 minutes 39 seconds East, a radius of 60.00 feet, and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence North 78 degrees 35 minutes 19 seconds East a distance of 17.28 feet; thence North 11 degrees 24 minutes 41 seconds West a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter; thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250.00 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70

degrees 59 minutes 17 seconds East, a radius of 350.00 feet, and a central angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800.00 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425.00 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120.00 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87 feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350.00 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500.00 feet, for a distance of 118.60 feet thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300.00 feet and a central angle of 21 degrees 57 minutes 14 seconds, for a distance of 114.95 feet; thence North 68 degrees 21 minutes 57 seconds West a distance of 109.48 feet; thence South 87 degrees 57 minutes 12 seconds West, parallel with the North line of said Southwest Quarter, a distance of 1050.00 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 130.00 feet; thence South 87 degrees 57 minutes 12 seconds West a distance of 121.01 feet; thence South 01 degrees 24 minutes 41 seconds East a distance of 128.58 feet; thence South 88 degrees 23 minutes 19 seconds West a distance of 560.00 feet to the West line of said Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, to said West line, a distance of 392.84 feet to the POINT OF BEGINNING. CONTAINS: 5,410,406.39 SQ. FT. OR 124.20584 ACRES.

The property to be assessed for the Sewer Improvements is described as:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BENINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1329.41 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1320.42 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 555.74 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES

12 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF RICKEL'S SUBDIVISION AND RICKEL'S SUBDIVISION NO. 3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 3632.29 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 06 SECONDS WEST A DISTANCE OF 147.13 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 38 SECONDS WEST A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 59.97 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 180.00 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 50 SECONDS WEST A DISTANCE 145.01 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST A DISTANCE OF 180.00 FEET TO SAID WEST LINE; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 420.03 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 752.05 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 390.48 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 59.97 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 13.55 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, FOR A DISTANCE OF 144.38 FEET; THENCE NORTH 77 DEGREES 54 MINUTES 54 SECONDS EAST A DISTANCE OF 8.62 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 06 SECONDS WEST A DISTANCE OF 11.66 FEET; THENCE NORTHERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, FOR A DISTANCE OF 41.92 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 208.43 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND, FOR A DISTANCE OF 41.26 FEET; THENCE NORTHERLY AND EASTERLY, ON A CURVE TO THE RIGHT HAVING A INITIAL TANGENT BEARING OF NORTH 40 DEGREES 48 MINUTES 43 SECONDS WEST, A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, FOR A DISTANCE OF 138.58 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING A INITIAL TANGENT BEARING OF SOUTH 62 DEGREES 00 MINUTES 39 SECONDS EAST, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECOND FOR A DISTANCE OF 41.26 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 19 SECONDS EAST A DISTANCE OF 17.28 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 41 SECONDS WEST A DISTANCE OF 219.14 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, HAVING A INITIAL TANGENT BEARING OF NORTH 44 DEGREES 03 MINUTES 57 SECONDS EAST, A RADIUS OF 1889.10 FEET, AND A CENTRAL ANGLE OF 43 DEGREES 53 MINUTES 23 SECONDS FOR A DISTANCE OF 1447.09 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2426.29 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1879.02 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 87 DEGREES 57

MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING. CONTAINS 12,260,986.97 SQUARE FEET OR 281.47353 ACRES.

(d) The method of assessment is: equally per square foot.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Development Agreement.** Prior to the City paying any costs of the Improvements, a development agreement satisfactory to the City shall be executed and delivered to the City.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Leavenworth County, Kansas.

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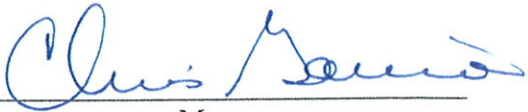


ADOPTED by the governing body of the City on July 7, 2008.

(SEAL)

ATTEST:



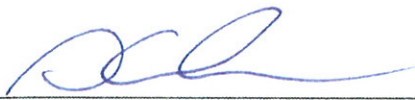
  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Clerk

APPROVED:

  
\_\_\_\_\_

Gilmore & Bell, P.C., City Bond Counsel

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BASEHOR, KANSAS  
HELD ON JULY 7, 2008**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Mayor Chris Garcia, Council Members Dysart, Hill, McDowell, Sifford, Washington

Absent: none

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (BASEHOR BOULEVARD STREET, WATER AND SEWER IMPROVEMENTS).**

Thereupon, Councilmember Washington moved that said Resolution be adopted. The motion was seconded by Councilmember Dysart. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: Dysart, Hill, McDowell, Washington

Nay: Sifford

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2008-07 and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Leavenworth County, Kansas, all as required by law.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.



*[Handwritten Signature]*  
Clerk

## PETITION FOR PUBLIC IMPROVEMENTS

TO: The Governing Body of the City of Basehor, Kansas:

1. We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements:

The construction of approximately 1400 Linear Feet of 155<sup>th</sup> Street from Hickory to 1400' South at collector street standards consisting of grading, 10" asphalt paving, curb and gutter storm sewer, street lights, turn lane, sidewalks and all necessary and appurtenant work.

We hereby propose that such improvement be made in the manner provided by K.S.A. 12-6a01, et seq.

2. The estimated or probable cost of such improvement is:

Nine Hundred and Thirty-seven Thousand and Five Hundred Dollars (\$937,500).

3. The boundary of the proposed improvement district to be assessed as indicated on the attached map depicting the land indicated and described as follows:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, also -part of the Southeast Quarter and part of the Northeast Quarter of Section 34, T10S, R22 E in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 752.05 feet to the Point of Beginning of the herein described tract; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 59.97 feet; thence North 88 degrees 35 minutes 19 seconds East a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10 degrees 40 minutes 26 seconds, for a distance of 144.38 feet; thence North 77 degrees 54 minutes 54 seconds East a distance of 8.62 feet; thence North 12 degrees 05 minutes 06 seconds West a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of North 40 degrees 48 minutes 43 seconds West, a radius of 50 feet, and a central angle of 158 degrees 48 minutes 04 seconds, for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of South 62 degrees 00 minutes 39 seconds East, a radius of 60 feet, and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence North 78 degrees 35 minutes 19 seconds East a distance of 17.28 feet; thence North 11 degrees 24 minutes 41 seconds West a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter; thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70 degrees 59 minutes 17 seconds East, a radius of 350 feet, and a central angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87 feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance

of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 118.60 feet; thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 45 degrees 38 minutes 07 seconds, for a distance of 238.95 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 315.54; thence South 22 degrees 10 minutes 26 seconds East a distance of 161.89 to the Easterly extension of the North line of Rickelminutess subdivision and Rickelminutess subdivision No.3, both subdivisions of land in the City of Basehor, Leavenworth County, Kansas; thence South 87 degrees 57 minutes 12 seconds West along said North line a distance of 1537.29 feet; thence North 01 degrees 25 minutes 06 seconds West a distance of 147.13 feet; thence South 87 degrees 57 minutes 38 seconds West a distance of 330.00 feet to a point on the West line of Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 71.71 feet; thence South 88 degrees 02 minutes 08 seconds West a distance of 290.00 feet to the West line of Lot 77, Creatwood County Estates Phase I; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 353.42 feet to the Northwest corner of said Lot 77; thence North 59 degrees 32 minutes 51 seconds East a distance of 125.80 feet to a point on the South line of Lot 76 in said Creatwood County Estates Phase I; thence North 01 degree 24 minutes 41 seconds West a distance of 140.00 feet to the North line of said Lot 76; thence North 01 degree 24 minutes 41 seconds West along the center line of 155th Lane a distance of 194.70 feet; thence South 88 degrees 34 minutes 57 seconds West along the center line of Willow Street a distance of 145.23 feet; thence North 01 degrees 32 minutes 25 seconds West along the center line of 155th Terrace a distance of 322.32 feet; thence North 88 degrees 02 minutes 02 seconds East a distance of 160.17 feet; thence North 01 degrees 24 minutes 41 seconds West a distance of 233.25 feet; thence North 87 degrees 57 minutes 12 seconds East a distance of 195.81 feet to the POINT OF BEGINNING.  
 Contains: 5,757,328.73 Sq. Ft. or 132.17008 Acres

4. Method of Assessment:

(a) The proposed method of assessment for the improvement is : Equally per square  
foot.

5. The proposed apportionment of costs between the improvement district and the city at large is

One Hundred percent (100%) to be assessed against the improvement district  
 and  
Zero percent (0%) to be paid by the city at large.

6. We further propose that such improvement be made without notice and hearing as required by K.S.A. 12-6a04 (a).

7. Names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the petition, or later than seven (7) days after this petition is filed, whichever occurs first.

8. We hereby agree that all costs incurred for the preparation, administration, engineering fees, etc. shall be assessed against the improvement district based upon the method of assessment and the apportionment of costs described herein regardless of the completion of the construction of the improvement.

9. Petitioners signing for the public improvement hereby agree that if in the event there is property in the improvement district that is outside the corporate limits of the City of Basehor, the owners of such property will petition for annexation prior to the time the governing body of the city of Basehor considers approval of the public improvement.

10. When applicable, any petitioner signing for a public improvement, hereby agrees to dedicate or convey the necessary easements to accommodate said improvement.

11. We further propose that the improvement be assessed prior to construction pursuant to the authority of K.S.A. 12-6a09 (c).

12. Signed right-of-way donations and any necessary easements based upon the preliminary construction plan shall be provided prior to publication of the resolution approving the benefit

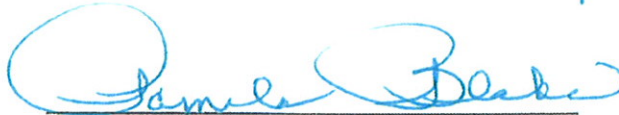
district for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large. If a property owner refuses to donate land for right-of-way for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large, the Governing Body will assess all costs of purchasing right-of-way for that property upon the non-donating property owner pursuant to K.S.A. 12-692.

CERTIFICATION

STATE OF Kansas )  
COUNTY OF Johnson ) SS:

I, Pamela Blake, hereby certify that the signatures appearing on the  
Petition Signature Sheets, consisting of 8 pages, are genuine and the addresses opposite the  
names are correct.

Subscribed and sworn to before me this 16th day of May 2008.

  
Notary Public

My commission expires:

PAMELA BLAKE  
Notary Public - State of Kansas  
My Appt. Expires 12-14-2010

Dec. 14, 2010

Owner: Basehor Town Center, LLC  
 Address: 9200 Indian Creek Pkwy.  
Suite 100  
Overland Park, KS 66210

Legal description of property owned within improvement district:  
 Part of the NW ¼ and part of the NE ¼ and part of the SW ¼ of  
 Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 01° 24' 41" W, along the West line of said NW ¼, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing N 01° 24' 41" W, along the West line of said NW ¼, a distance of 582.07 feet; thence N 87° 57' 12" E, parallel with the South line of said NW ¼, a distance of 390.48 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 59.97 feet; thence N 88° 35' 19" E a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence N 77° 54' 54" E a distance of 8.62 feet; thence N 12° 05' 06" W a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of N 40° 48' 43" W, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 62° 00' 39" E, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence N 78° 35' 19" E a distance of 17.28 feet; thence N 11° 24' 41" W a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of N 44° 03' 57" E, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence N 87° 57' 18" E, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said NE ¼; thence continuing N 87° 57' 18" E, along said abandoned railroad centerline, a distance of 158.78 feet; thence S 01° 58' 00" E a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence S 19° 00' 43" W a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of S 70° 59' 17" E, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence S 46° 44' 10" E a distance of 101.66 feet; thence S 43° 15' 50" W a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence S 54° 25' 26" W a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said NW ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 43° 26' 23" W, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence S 01° 59' 35" E a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of S 88° 00' 25" W, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence N 10° 41' 25" W a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 79° 18' 35" W, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence S 58° 21' 38" W a distance of 401.22 feet; thence S 40° 17' 40" E a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 54° 14' 19" W, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence S 43° 35' 19" W a distance of 18.32 feet to a point on the North line of said SW ¼; thence continuing S 43° 35' 19" W a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence N 68° 21' 57" W a distance of 109.48 feet; thence S 87° 57' 12" W, parallel with the North line of said SW ¼, a distance of 970.00 feet; thence N 02° 02' 48" W a distance of 140.12 feet to a point on the South line of said NW ¼; thence continuing N 02° 02' 48" W a distance of 360.33 feet; thence S 88° 35' 04" W a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 37° 16' 00" W, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence S 01° 24' 41" E, parallel with the West line of said NW ¼, a distance of 338.00 feet to a point on the South line of said NW ¼; thence S 87° 57' 12" W, along the South line of said NW ¼, a distance of 403.91 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 167.93 feet; thence S 88° 35' 08" W a distance of 186.11 feet to the POINT OF BEGINNING, containing 83.08306 acres more or less.

Estimated assessable (sq. ft. or f.f.) in district 3,407,117 sq. ft.

Estimated Assessment Amount \$590,164.19

Date: 5/16/08 Signature: Basehor Town Center, LLC  
 Time: 11:00 a.m. Signature: Jennifer Van Der Horst



Owner: Basehor - Linwood USD No. 458 Jerry L. Mussett and Ruth Ann Mussett  
Address: 2008 N. 155<sup>th</sup> Street 15420 Hickory Road  
Basehor, KS 66007

Legal description of property owned within improvement district:  
Part of the NW ¼ of Section 35, T10S, R22E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 87° 57' 12" E, along the South line of said NW ¼, a distance of 1,985.42 feet; thence N 43° 35' 19" E a distance of 18.32 feet; thence Northeasterly, on a curve to the right having a radius of 500 feet, for a distance of 92.94 feet to the POINT OF BEGINNING; thence N 40° 17' 40" W a distance of 740.35 feet; thence N 58° 21' 38" E a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1,150 feet, for a distance of 420.48 feet; thence S 10° 41' 25" E a distance of 326.61 feet; thence S 40° 11' 24" E a distance of 250.30 feet; thence S 28° 54' 28" E a distance of 62.87 feet; thence S 18° 43' 42" E a distance of 73.43 feet; thence S 03° 28' 46" E a distance of 47.40 feet; thence S 17° 41' 20" W a distance of 145.00 feet; thence N 72° 18' 40" W a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence S 57° 10' 46" W a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 25.66 feet to the POINT OF BEGINNING, containing 11.97960 acres, more or less.

Estimated assessable (sq. ft. or f.f.) in district 491,584 sq. ft.

Estimated Assessment Amount \$85,149.78

Date: 5-16-08

Signature: Jerry L. Mussett

Time: 2:00 PM

Signature: Ruth Ann Mussett

\*\*\*\*\*

Owner: Bonee Family Living Trust  
Address: P.O. Box 521  
Basehor, KS 66007

Legal description of property owned within improvement district:  
The North 353.40 feet of Lot 77, Crestwood Country Estates Phase I, a subdivision of land in the City of Basehor, Leavenworth County, Kansas according to the recorded plat thereof.  
Contains: 88,350.00 Sq. Ft. or 2.02823 Acres.

Estimated assessable (sq. ft. or f.f.) in district 88,350 sq. ft.

Estimated Assessment Amount \$15,303.56

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Time: \_\_\_\_\_

Signature: \_\_\_\_\_

Owner: Lynne A. & Nancy J. Sebree  
Address: 3443 N. 154<sup>th</sup> St.  
Basehor, KS 66007

Legal description of property owned within improvement district:  
The East 140.00 feet of Lot 76, Crestwood Country Estates Phase I, a subdivision of land in the City of Basehor, Leavenworth County, Kansas according to the recorded plat thereof.  
Contains: 19,600.00 Sq. Ft. or 0.44995 Acres.

Estimated assessable (sq. ft. or f.f.) in district 19,600 sq. ft.

Estimated Assessment Amount \$3,395.02

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Time: \_\_\_\_\_ Signature: \_\_\_\_\_

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Owner: Bonee Enterprises  
Address: P.O. Box 521  
Basehor, KS 66007

Legal description of property owned within improvement district:  
A part of the Northeast Quarter of Section 34, Township 10 South, Range 22 East of the Sixth Principle Meridian in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Beginning at the Southeast corner of said Northeast Quarter of Section 34; thence South 88° 02' 02" West, along the south line of said Northeast Quarter, a distance of 180.01 feet; thence North 01° 24' 41" West a distance of 194.64 feet; thence South 88° 34' 57" West a distance of 145.23 feet; thence North 01° 32' 25" West a distance of 205.91 feet; thence North 88° 02' 02" East a distance of 325.71 feet to a point on the East line of said Northeast Quarter; thence South 01° 24' 41" East along said East line a distance of 402.14 feet to the Point of Beginning.  
Contains: 86,314.03 Sq. Ft. or 1.98149 Acres.

Estimated assessable (sq. ft. or f.f.) in district 70,228 sq. ft.

Estimated Assessment Amount \$12,164.55

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Time: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner: City of Basehor  
Address: 2620 N. 155th Street  
Basehor, KS 66007

Legal description of property owned within improvement district:  
Beginning at a point 516.90 feet North and 30.00 feet West of the Southeast corner of said Northeast Quarter; thence South 01° 24' 41" East along the West right of way line of 155th street a distance of 116.41 feet; thence South 88° 02' 02" West a distance of 295.71 feet; thence North 01° 32' 25" West a distance of 116.40 feet; thence North 88° 02' 02" East a distance of 295.97 feet to the Point of Beginning.  
Contains: 34,435.78 Sq. Ft. or 0.79054 Acres.

Estimated assessable (sq. ft. or f.f.) in district 34,436 sq. ft.

Estimated Assessment Amount \$5,964.84

~~Date: \_\_\_\_\_ Signature: \_\_\_\_\_~~

~~Time: \_\_\_\_\_ Signature: \_\_\_\_\_~~

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Owner: Fairmount Township  
Address: 2624 North 155th Terrace  
Basehor, KS 66007

Legal description of property owned within improvement district:  
Beginning at a point 516.90 feet North and 30.00 feet West of the Southeast corner of said Northeast Quarter; thence South 88° 02' 02" West a distance of 135.80 feet; thence North 01° 24' 41" West a distance of 198.26 feet; thence North 87° 57' 12" East a distance of 135.80 feet to a point on the West right of way line of 155th street; thence South 01° 24' 41" East along said West right of way line a distance of 198.46 feet to the Point of Beginning.  
Contains: 26,937.29 Sq. Ft. or 0.61839 Acres.

Estimated assessable (sq. ft. or f.f.) in district 26,937 sq. ft.

Estimated Assessment Amount \$4,665.90

~~Date: \_\_\_\_\_ Signature: \_\_\_\_\_~~

~~Time: \_\_\_\_\_ Signature: \_\_\_\_\_~~

Owner: Raphael & Ann E. Breuer  
Address: 16101 Parallel Rd.  
Basehor, KS 66007

Legal description of property owned within improvement district:

A tract of land in the Northeast Quarter of Section 34, Township 10 South, Range 22 East, 6th P.M., City of Basehor, Leavenworth County, Kansas, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 34-10-22; thence North 716.90 feet; thence North 90 West, 30.00 feet to the West right of way of 155th street and the Point of Beginning of this tract; thence South 87° 57' 12" West a distance of 135.81 feet; thence North 01° 24' 41" West a distance of 35.00 feet to the South line of Hickory street; thence North 87° 57' 12" East along the South line of Hickory street a distance of 135.81 feet to the West line of 155th street; thence South 01° 24' 41" East along the West line of 155th street a distance of 35.00 feet to the Point of Beginning. Contains: 4,753.35 Sq. Ft. or 0.10912 Acres.

Estimated assessable (sq. ft. or f.f.) in district 4,753 sq. ft.

Estimated Assessment Amount \$823.29

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Time: \_\_\_\_\_ Signature: \_\_\_\_\_

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Owner: Jerry L. Mussett and Ruth Ann Mussett  
Address: 15420 Hickory Road  
Basehor, KS 66007

Legal description of property owned within improvement district:

A part of the Northwest Quarter of Section 35, Township 10 South, Range 22 East of the Sixth Principle Meridian in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Beginning at a point 30.00 feet East and 420.00 feet South of the West Quarter corner of Section 35-10-22; thence North 87° 57' 12" East a distance of 150.00 feet; thence South 01° 24' 41" East a distance of 145.00 feet; thence South 87° 57' 12" West a distance of 150.00 feet to the East right of way line of 155th street; thence North 01° 24' 41" West along the East right of way line a distance of 145.00 feet to the Point of Beginning. Contains: 21,750.00 Sq. Ft. or 0.49931 Acres

Estimated assessable (sq. ft. or f.f.) in district 21,750 sq. ft.

Estimated Assessment Amount \$3,767.43

Date: 5-16-08 Signature: Jerry L. Mussett  
Time: 2:00 PM Signature: Ruth Ann Mussett

Owner: Jerry L. Mussett and Ruth Ann Mussett

Address: 15420 Hickory Road

Basehor, KS 66007

Legal description of property owned within improvement district:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, also --part of the Southeast Quarter and part of the Northeast Quarter of Section 34, T10S, R22 E in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 752.05 feet to the Point of Beginning of the herein described tract; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 59.97 feet; thence North 88 degrees 35 minutes 19 seconds East a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10 degrees 40 minutes 26 seconds, for a distance of 144.38 feet; thence North 77 degrees 54 minutes 54 seconds East a distance of 8.62 feet; thence North 12 degrees 05 minutes 06 seconds West a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of North 40 degrees 48 minutes 43 seconds West, a radius of 50 feet, and a central angle of 158 degrees 48 minutes 04 seconds, for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of South 62 degrees 00 minutes 39 seconds East, a radius of 60 feet, and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence North 78 degrees 35 minutes 19 seconds East a distance of 17.28 feet; thence North 11 degrees 24 minutes 41 seconds West a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter; thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70 degrees 59 minutes 17 seconds East, a radius of 350 feet, and a central angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87 feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 118.60 feet thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 45 degrees 38 minutes 07 seconds, for a distance of 238.95 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 315.54; thence South 22 degrees 10 minutes 26 seconds East a distance of 161.89 to the Easterly extension of the North line of Rickelminutess subdivision and Rickelminutess subdivision No.3, both subdivisions of land in the City of Basehor, Leavenworth County, Kansas; thence South 87 degrees 57 minutes 12 seconds West along said North line a distance of 1537.29 feet; thence North 01 degrees 25 minutes 06 seconds West a distance of 147.13 feet; thence South 87 degrees 57 minutes 38 seconds West a distance of 330.00 feet to a point on the West line of Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 59.97 feet; thence North 87 degrees 57 minutes 12 seconds East a distance of 180.00 feet; thence

North 01 degrees 24 minutes 50 seconds West a distance of 145.01 feet; thence South 87 degrees 57 minutes 12 seconds West a distance of 180.00 feet to said West line; thence North 01 degrees 24 minutes 41 seconds West, along said West line, a distance of 420.03 feet Point of Beginning.  
Contains: 5,410,404.50 Sq. Ft. or 124.20579 Acres

Except:

Part of the NW ¼ and part of the NE ¼ and part of the SW ¼ of Section 35, T10S, R22 E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the SW corner of said NW ¼; thence N 01° 24' 41" W, along the West line of said NW ¼, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing N 01° 24' 41" W, along the West line of said NW ¼, a distance of 582.07 feet; thence N 87° 57' 12" E, parallel with the South line of said NW ¼, a distance of 390.48 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 59.97 feet; thence N 88° 35' 19" E a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence N 77° 54' 54" E a distance of 8.62 feet; thence N 12° 05' 06" W a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of N 40° 48' 43" W, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 62° 00' 39" E, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence N 78° 35' 19" E a distance of 17.28 feet; thence N 11° 24' 41" W a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of N 44° 03' 57" E, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence N 87° 57' 18" E, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said NE ¼; thence continuing N 87° 57' 18" E, along said abandoned railroad centerline, a distance of 158.78 feet; thence S 01° 58' 00" E a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence S 19° 00' 43" W a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of S 70° 59' 17" E, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence S 46° 44' 10" E a distance of 101.66 feet; thence S 43° 15' 50" W a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence S 54° 25' 26" W a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said NW ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 43° 26' 23" W, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence S 01° 59' 35" E a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of S 88° 00' 25" W, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence N 10° 41' 25" W a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 79° 18' 35" W, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence S 58° 21' 38" W a distance of 401.22 feet; thence S 40° 17' 40" E a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 54° 14' 19" W, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence S 43° 35' 19" W a distance of 18.32 feet to a point on the North line of said SW ¼; thence continuing S 43° 35' 19" W a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence N 68° 21' 57" W a distance of 109.48 feet; thence S 87° 57' 12" W, parallel with the North line of said SW ¼, a distance of 970.00 feet; thence N 02° 02' 48" W a distance of 140.12 feet to a point on the South line of said NW ¼; thence continuing N 02° 02' 48" W a distance of 360.33 feet; thence S 88° 35' 04" W a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 37° 16' 00" W, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence S 01° 24' 41" E, parallel with the West line of said NW ¼, a distance of 338.00 feet to a point on the South line of said NW ¼; thence S 87° 57' 12" W, along the South line of said NW ¼, a distance of 403.91 feet; thence N 01° 24' 41" W, parallel with the West line of said NW ¼, a distance of 167.93 feet; thence S 88° 35' 08" W a distance of 186.11 feet to the POINT OF BEGINNING, containing 83.08306 acres more or less.

Except:

Part of the NW ¼ of Section 35, T10S, R22E, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

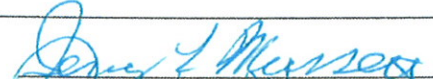
Commencing at the SW corner of said NW ¼; thence N 87° 57' 12" E, along the South line of said NW ¼, a distance of 1,985.42 feet; thence N 43° 35' 19" E a distance of 18.32 feet; thence Northeasterly, on a curve to the right having a radius of 500 feet, for a distance of 92.94 feet to the POINT OF BEGINNING; thence N 40° 17' 40" W a distance of 740.35 feet; thence N 58° 21' 38" E a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1,150 feet,

for a distance of 420.48 feet; thence S 10° 41' 25" E a distance of 326.61 feet; thence S 40° 11' 24" E a distance of 250.30 feet; thence S 28° 54' 28" E a distance of 62.87 feet; thence S 18° 43' 42" E a distance of 73.43 feet; thence S 03° 28' 46" E a distance of 47.40 feet; thence S 17° 41' 20" W a distance of 145.00 feet; thence N 72° 18' 40" W a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence S 57° 10' 46" W a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 25.66 feet to the POINT OF BEGINNING, containing 11.97960 acres, more or less.

Estimated assessable (sq. ft. or f.f.) in district 1,247,590 sq. ft.

Estimated Assessment Amount \$216,101.44

Date: 5-16-08

Signature: 

Time: 2:04 PM

Signature: 

### ESTIMATED OR PROBABLE COST

PREPARED BY: Level-4 Engineering, LLC

DATE: April 8, 2008 EST. CONSTRUCTION TIME: YRS \_\_\_\_\_ MOS 9

ESTIMATED OR PROBABLE CONSTRUCTION COST	\$ <u>652,000</u>
LAND ACQUISITION COSTS (ATTACH ITEMIZED LIST EA. TRACT)	\$ <u>0</u>
TOTAL COST:=	\$ <u>652,000</u>
INTERIM FINANCING (7% PER YEAR FOR EACH YEAR OF CONSTRUCTION TIME + 1 YEAR)	\$ <u>91,280</u>
TEMPORARY NOTE ISSUANCE COST (0.5% OF TOTAL-MIN. \$250)	\$ <u>3,260</u>
PETITION PREPARATION	\$ <u>3,060</u>
ENGINEERING & CONSTRUCTION STAKING (10%)	\$ <u>65,200</u>
ADMIN., ENG. REVIEW, & INSPECTION (7% BY THIRD PARTY VENDORS)	\$ <u>45,640</u>
LEGAL NOTICE	\$ <u>200</u>
CERTIFICATES OF TITLE (\$20.00/OWNERSHIP)	\$ <u>200</u>
TAX ROLL CERTIFICATION (\$5.00/OWNERSHIP)	\$ <u>50</u>
BOND ISSUANCE COST (1.75% OF TOTAL COST)	\$ <u>11,410</u>
RESERVE FOR CONTINGENCY (10% OF TOTAL COST)	\$ <u>65,200</u>
OTHER:	\$ <u>0</u>
TOTAL ESTIMATED OR PROBABLE COSTS =	\$ <u>937,500</u>



SCANNED

7-31-08 ~~08~~

(Published in the Basehor Sentinel, on July 24, 2008)

**RESOLUTION NO. 2008-08**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (155TH STREET IMPROVEMENTS).**

**WHEREAS**, a Petition was filed with the City Clerk of the City of Basehor, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(b) (the "Act"); and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

The construction of approximately 1400 Linear Feet of 155<sup>th</sup> Street from Hickory Street to 1400' South at collector street standards consisting of grading, 10" asphalt paving, curb and gutter storm sewer, street lights, turn lane, sidewalks and all necessary and appurtenant work

(the "Improvements").

(b) The estimated or probable cost of the Improvements are:

Nine Hundred and Thirty-seven Thousand and Five Hundred Dollars (\$937,500), which at the discretion of the City may include an administrative and supervision fee for the Improvements payable to the City in amount not to exceed 5% of the total cost.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Part of the Northwest Quarter and part of the Northeast Quarter and part of the Southwest Quarter of Section 35, T10S, R22 E, also -part of the Southeast Quarter and part of the Northeast Quarter

of Section 34, T10S, R22 E in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 24 minutes 41 seconds West, along the West line of said Northwest Quarter, a distance of 752.05 feet to the Point of Beginning of the herein described tract; thence North 87 degrees 57 minutes 12 seconds East, parallel with the South line of said Northwest Quarter, a distance of 390.48 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 59.97 feet; thence North 88 degrees 35 minutes 19 seconds East a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10 degrees 40 minutes 26 seconds, for a distance of 144.38 feet; thence North 77 degrees 54 minutes 54 seconds East a distance of 8.62 feet; thence North 12 degrees 05 minutes 06 seconds West a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10 degrees 40 minutes 29 seconds, for a distance of 41.92 feet; thence North 01 degrees 24 minutes 41 seconds West, parallel with the West line of said Northwest Quarter, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of North 40 degrees 48 minutes 43 seconds West, a radius of 50 feet, and a central angle of 158 degrees 48 minutes 04 seconds, for a distance of 138.58 feet; thence Easterly, on a curve to the left having an initial tangent bearing of South 62 degrees 00 minutes 39 seconds East, a radius of 60 feet, and a central angle of 39 degrees 24 minutes 01 seconds, for a distance of 41.26 feet; thence North 78 degrees 35 minutes 19 seconds East a distance of 17.28 feet; thence North 11 degrees 24 minutes 41 seconds West a distance of 219.14 feet; thence Northeasterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44 degrees 03 minutes 57 seconds East, a radius of 1,889.10 feet, and a central angle of 43 degrees 53 minutes 23 seconds, for a distance of 1,447.09 feet; thence North 87 degrees 57 minutes 18 seconds East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast Quarter; thence continuing North 87 degrees 57 minutes 18 seconds East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01 degrees 58 minutes 00 seconds East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20 degrees 58 minutes 43 seconds, for a distance of 91.54 feet; thence South 19 degrees 00 minutes 43 seconds West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70 degrees 59 minutes 17 seconds East, a radius of 350 feet, and a central angle of 24 degrees 15 minutes 07 seconds, for a distance of 148.15 feet; thence South 46 degrees 44 minutes 10 seconds East a distance of 101.66 feet; thence South 43 degrees 15 minutes 50 seconds West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11 degrees 09 minutes 36 seconds, for a distance of 155.82 feet; thence South 54 degrees 25 minutes 26 seconds West a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10 degrees 59 minutes 03 seconds, for a distance of 81.48 feet to a point on the East line of said Northwest Quarter; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43 degrees 26 minutes 23 seconds West, a radius of 425 feet, and a central angle of 45 degrees 25 minutes 58 seconds, for a distance of 337.00 feet; thence South 01 degrees 59 minutes 35 seconds East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88 degrees 00 minutes 25 seconds West, a radius of 1,120 feet, and a central angle of 08 degrees 41 minutes 50 seconds, for a distance of 170.01 feet; thence South 10 degrees 41 minutes 25 seconds East a distance of 296.61 feet; thence South 40 degrees 11 minutes 24 seconds East a distance of 250.30 feet; thence South 28 degrees 54 minutes 28 seconds East a distance of 62.87

feet; thence South 18 degrees 43 minutes 42 seconds East a distance of 73.43 feet; thence South 03 degrees 28 minutes 46 seconds East a distance of 47.40 feet; thence South 17 degrees 41 minutes 20 seconds West a distance of 145.00 feet; thence North 72 degrees 18 minutes 40 seconds West a distance of 65.03 feet; thence Westerly, on a curve to the left having a radius of 350 feet, for a distance of 308.54 feet; thence South 57 degrees 10 minutes 46 seconds West a distance of 129.00 feet; thence Southwesterly, on a curve to the left having a radius of 500 feet, for a distance of 118.60 feet thence South 43 degrees 35 minutes 19 seconds West a distance of 18.32 feet to a point on the North line of said Southwest Quarter; thence continuing South 43 degrees 35 minutes 19 seconds West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 45 degrees 38 minutes 07 seconds, for a distance of 238.95 feet; thence South 02 degrees 02 minutes 48 seconds East a distance of 315.54; thence South 22 degrees 10 minutes 26 seconds East a distance of 161.89 to the Easterly extension of the North line of Rickelminutess subdivision and Rickelminutess subdivision No.3, both subdivisions of land in the City of Basehor, Leavenworth County, Kansas; thence South 87 degrees 57 minutes 12 seconds West along said North line a distance of 1537.29 feet; thence North 01 degrees 25 minutes 06 seconds West a distance of 147.13 feet; thence South 87 degrees 57 minutes 38 seconds West a distance of 330.00 feet to a point on the West line of Southwest Quarter; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 71.71 feet; thence South 88 degrees 02 minutes 08 seconds West a distance of 290.00 feet to the West line of Lot 77, Creatwood County Estates Phase I; thence North 01 degrees 24 minutes 41 seconds West along said West line a distance of 353.42 feet to the Northwest corner of said Lot 77; thence North 59 degrees 32 minutes 51 seconds East a distance of 125.80 feet to a point on the South line of Lot 76 in said Creatwood County Estates Phase I; thence North 01 degree 24 minutes 41 seconds West a distance of 140.00 feet to the North line of said Lot 76; thence North 01 degree 24 minutes 41 seconds West along the center line of 155th Lane a distance of 194.70 feet; thence South 88 degrees 34 minutes 57 seconds West along the center line of Willow Street a distance of 145.23 feet; thence North 01 degrees 32 minutes 25 seconds West along the center line of 155th Terrace a distance of 322.32 feet; thence North 88 degrees 02 minutes 02 seconds East a distance of 160.17 feet; thence North 01 degrees 24 minutes 41 seconds West a distance of 233.25 feet; thence North 87 degrees 57 minutes 12 seconds East a distance of 195.81 feet to the POINT OF BEGINNING.

Contains: 5,757,328.73 Sq. Ft. or 132.17008 Acres

(d) The method of assessment is: equally per square foot.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds July be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Development Agreement.** Prior to the City paying any costs of the Improvements, a development agreement satisfactory to the City shall be executed and delivered to the City, which shall provide for the prepayment, on behalf of those owners of property within the Improvement District

located west of 155<sup>th</sup> Street, of all assessments levied against such property in accordance with this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Leavenworth County, Kansas.

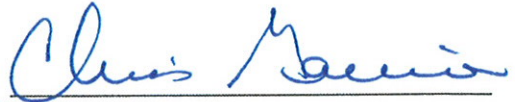
**ADOPTED** by the governing body of the City on July 7, 2008.

(SEAL)

ATTEST:

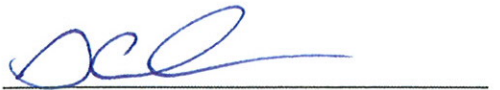
  
Clerk





Mayor

APPROVED:

  
Gilmore & Bell, P.C., City Bond Counsel

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BASEHOR, KANSAS  
HELD ON JULY 7, 2008

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Mayor Garcia, Council Members Dysart, Hill, Sifford, McDowell, Washington

Absent: none

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (155TH STREET IMPROVEMENTS).**

Thereupon, Councilmember Washington moved that said Resolution be adopted. The motion was seconded by Councilmember Dysart. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: Washington, McDowell, Dysart

Nay: Sifford, Hill

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2008-08 and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Leavenworth County, Kansas, all as required by law.

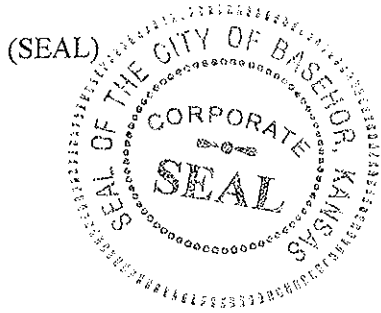
\*\*\*\*\*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.



  
Clerk

**Minutes**

**BASEHOR CITY COUNCIL**

**July 7, 2008**

**6:00 p.m.**

**Basehor City Hall**

**Official Presiding: Mayor Chris Garcia**

**Members Present: Pres. Iris Dysart, Terry Hill, Roger McDowell, Terry Hill, and Jim Washington**

**Members Absent: none**

**Staff Present: Carl Slaugh, Lloyd Martley, Mary Mogle, Gene Myracle, Dustin Smith, Patrick Reavey, Dave Lutgen**

**Newspaper: Lara Hastings, *Basehor Sentinel***

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**WORK SESSION - 6:00 p.m.**

The work session was called to order by Mayor Garcia with all members present. The city attorney was also in attendance.

**1. Discussion of agenda items.**

- b. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Basehor Boulevard Street, water and sewer improvements).*
- c. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (155th street improvements).*

Mr. Slaugh reported the petition was essentially the same petition submitted by Affinity Development back in May. A development agreement was not part of this petition. He explained although the benefit district would increase the City's debt limit, the City would still remain under the legal debt limit of 30%.

Councilmember Washington reported he spoke with the county clerk and she informed him the current debt limit was 13.2%. The debt limit should not include the sewer debt and the portion of Basehor Boulevard in front of the school. Mr. Slaugh reported he did not extract those numbers from the figures shown.

Mr. Slaugh stated an important issue was if this was a project that warranted support by the City or if Council felt the debt limit should be reserved for future projects.

Gary Anderson, Gillmore & Bell, stated all the documents were in order. He felt there was some confusion on the 155<sup>th</sup> Street project and informed Council they had the option to postpone that benefit district until a later date.

Mayor Garcia asked if the City could collect up to 5% for administrative fees and if so, shouldn't it be included in the documents. Mr. Anderson stated Council should include the administrative fee in their motion this evening if that was their wishes. Mr. Slaugh stated that amount would be set when the final cost was calculated.

Councilmember Washington asked how this benefit district would affect the City's assessed valuation. Mr. Anderson stated the assessed value has to increase; however, some of the property may maintain its original value. Bordering properties assessed valuations were discussed.

Councilmember Sifford asked Mr. Anderson to reiterate the risks associated with the benefit district. Mr. Anderson stated there were two categories 1) debt limit; and (2) how the project would affect from an aggregate standpoint for bond ratings. He stated he was only aware of one situation in Kansas where a City had to pay off bonds. If the property owner were unwilling or unable to pay, the City would be obligated to pay the debt off.

Councilmember Washington stated he was informed by a couple of bankers that four things have to happen 1) developer walk away; 2) bank refuse pay the bond and foreclose on the property; 3) City take ownership; and 4) land has to be worth less than bond amount before City would take over.

Councilmember Hill stated it was clear the project fits within the City's debt limit and questioned how the City ended up being liable for the debt. He wondered why the school did not include infrastructure in their bond issue or consider land with infrastructure. Mr. Anderson stated if all goes as it should the property owners across the street should be the only ones paying the debt.

Dr. Albers stated other schools acquire infrastructure through benefit districts and gave examples. He explained the school can legally enter into a benefit district agreement and did not feel it would put the City at risk. Councilmember Hill said he did not understand when the developer was going to put in the infrastructure and now the school district and City would end up paying for the infrastructure.

Councilmember Washington stated the City would have more benefit districts coming in the future and should be competitive with the area.



Mayor Garcia said he had an issue with school district patrons paying for something that the developer originally stated he was going to pay. He stated he spoke with De Soto school district and their benefit district was between the school district and developer.

Councilmember Sifford stated from the inception of this project, he did not believe the infrastructure was going to be done through a benefit district based on previous discussion with the developer.

President Dysart stated the developer had made comments about paying for the infrastructure; however, when the school district decided to construct the school in the development, it caused the need for infrastructure sooner than anticipated.

Dr. Albers stated the City and school district has the vehicle to construct the infrastructure and should take advantage of that now.

Councilmember McDowell stated he was new to the Council and was not aware of what was said previous to this meeting, but wanted to make sure the Council was making the right decision for the future of the City.

Mr. Slaugh stated the developer previously informed him that he anticipated using benefit districts, TIF Funding, and other forms of financing.

***d. Consider an application for property tax abatement through the Neighborhood Revitalization Plan for The Medicine Store.***

Councilmember Washington stated he had some issues with commercial properties receiving tax abatement; however, it did not appear there was anything that could be done about the matter at this time and recommended revisiting the resolution.

Five-minute break (6:55 p.m.)

**REGULAR MEETING – 7:00 p.m.**

**ROLL CALL BY MAYOR CHRIS GARCIA AND PLEDGE OF ALLEGIANCE**

All members were present including the city attorney.

Mr. Slaugh introduced

**CONSENT AGENDA**

*(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)*

- a. Approve Minutes
  1. June 16, 2008 Work Session & Regular Meeting

- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

Councilmember Washington wanted to make sure the payment to MJ Partners for excise tax refund was the correct property owner. Mr. Slaugh reported they were the proper recipient.

A motion was made by Councilmember Hill and seconded by President Dysart to approve the Consent Agenda as submitted. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

### **CALL TO PUBLIC**

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

Mayor Garcia reported Item "h" was only to set the public hearing date.

**John Flower (15515 Cedar Lane)** addressed Item "h" as the president of Cedar Lakes Homes Association. He reported the response from the home owners has not been positive. They do not feel the items listed in the Annexation Plan was enough to offset the cost in taxes. He reported State Statute 12-535 would allow the residents to enter into negotiations with the City of Basehor.

**Wanda Strange (18356 155<sup>th</sup> St)** asked if it was possible to have a Basehor mailing address if they are annexed. She explained she pays higher sales tax in Bonner Springs. Mr. Slaugh reported the post office has agreed to change the City name; however, the Zip Code would not change. Mrs. Strange stated the County provides excellent snow removal.

**Bob Workman (18210 153<sup>rd</sup> St.)** asked why the City wanted to annex Cedar Lakes. Mayor Garcia stated it was due to the fact that Cedar Lake subdivision was connected to the City's sanitary sewers. Mr. Workman stated at the last public hearing, not one person spoke in favor of the annexation. He reported the additional taxes (\$65-\$100 per month) and would put a burden on the retiree's. He did not feel the residents would benefit for the difference in taxes.

**Cathy Stueckemann (15501 Cedar Lane)** opposed the annexation. She asked how many acres of land would be annexed. Mr. Slaugh reported the City would be squaring off their boundaries and would not fall under the 21-acre limit.

**Dr. Albers, USD 458 superintendent,** introduced Mr. John Bradle (9534 Lee Blvd, Leawood, KS) to represent the school district regarding the benefit district. He stated the

benefit district was a “win win” proposition for the students, school district, and the City. The benefit district was being proposed because the school needs the street in order to construct the school. The boulevard would also encourage other commercial businesses to locate in the area. He reported the school district has already invested considerable funds in the site and design fees and total approximately \$56,000. He concluded by stating the school district was not asking the City to pay anything.

**Pat Jennin, USD #458 School Board member**, pointed out a year ago the city council and school board met to work together regarding a future school and its location. Affinity Development provided a plan showing the location of the future school. He explained if the school was built on 155<sup>th</sup> Street, it would cause a traffic issue. It was noted the City’s risk would be minimal and the developer would have to walk away from the property; which he did not feel would happen since a bank would most likely not loan the money.

Dr. Albers, USD 458 superintendent, agreed with the aforementioned comments made in support of the benefit districts. He researched Kansas Statutes that would allow school districts to create benefit districts. Councilmember Hill asked if the school district included the cost of the purchase of land and if so, there should be additional funds included in the bond amount. Dr. Albers stated there were no cost of land built into the bond issue. He noted if the developer was required to pay the costs, the cost would be passed onto the new owner which would increase the cost of the home. Councilmember Hill stated he still felt the members of the

**Ellen Green (2608 155<sup>th</sup> Terr. Lane)** reported Basehor was known as a progressive school district and was enthusiastic about the family style atmosphere at Basehor Dairy Days in 2005. She reminded the governing body that the school district would bring in additional economic development.

Closed public portion of meeting.

## **SCHEDULED DISCUSSION ITEMS**

### **None BUSINESS**

- a. *Consider a proclamation declaring July 26, 2008 as Shrine Bowl Day in the State of Kansas and recognition of all-star Swede Johnson of Basehor-Linwood High School participating in the 35<sup>th</sup> Annual Shrine Bowl Football Game in Emporia.*

A motion was made by Councilmember Washington and seconded by Councilmember Hill to approve the proclamation declaring July 26, 2008 as Shrine Bowl Day in the State of Kansas and recognition of all-star Swede Johnson of Basehor-Linwood High School participating in the 35<sup>th</sup> Annual Shrine Bowl Football Game in Emporia. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

- b. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Basehor Boulevard Street, water and sewer improvements).*

A motion was made by Councilmember Washington and seconded by President Dysart to adopt the Resolution as written and allow for negotiations of administrative fee to be collected by the City. A roll call vote was taken with all members voting in favor with the exception of Councilmember Sifford. Motion passed 4-1.

*RES 2008-07. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THEREFORE; AND IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (BASEHOR BOULEVARD, WATER AND SEWER IMPROVEMENTS).*

- c. Consider a resolution determining the advisability of the making of certain internal improvements in the city; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (155th street improvements).*

A motion was made by Councilmember Washington and seconded by President Dysart to approve the Resolution as written and allow for clause adding an administrative fee. Discussion. Mayor Garcia stated his concern was that the document did not specifically state that the developer would pay the special assessments for the properties on the west side of 155<sup>th</sup> Street.

Mr. Anderson reported the property owners that have not formally agreed to pay the benefit district and would not be included unless negotiations were made hereafter. President Dysart stated the developer on one occasion stated he would pay the assessments on the west side. Mr. Anderson stated there was no written agreement at this time noting the benefit district paperwork would come back at a later date and could include the wording at that time. He questioned if the Council wanted to proceed with the 155<sup>th</sup> Street project at this time. Councilmember Washington felt the school would generate traffic in 2009 and saw no reason to delay construction and felt staff should negotiate with the developer as soon as possible. Mayor Garcia stated he wanted to see it in writing before approval. Mr. Anderson stated the City was not legally obligated until the City adopts an ordinance creating the general obligation bonds. He suggested the City enter into a development agreement with respect to the west side of 155<sup>th</sup> Street.

Council members Washington and Dysart withdrew their motions. A motion was made by Councilmember Washington and seconded by President Dysart to approve the Resolution as written with the conditions that a clause be added requiring an administrative fee and that Affinity Development enter into a Development Agreement stipulating that the

developer pay special assessments for properties west of 155<sup>th</sup> Street. A roll call vote was taken with members Washington, Dysart, and McDowell voting yes. Members Hill and Sifford voted nay. Motion passed 3-2.

*RES 2008-08. A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR; MAKING CERTAIN FINDINGS WITH RESPECT THEREFORE; AND IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (155<sup>TH</sup> STREET IMPROVEMENTS)*

*d. Consider an application for property tax abatement through the Neighborhood Revitalization Plan for The Medicine Store.*

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the request for Neighborhood Revitalization Plan rebate for the Medicine Store as submitted. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

*e. Consider approval for an application to the Kansas Water Pollution Control Revolving Loan Fund for the Waste Water Treatment Facility expansion project*

Mr. Slaugh reported the information provided to Council did not include resident inspection fees estimated at \$269,000. He was in the process of negotiating with a contract inspector; however, it may be necessary to go out for bid. The loan that was being applied for was to authorize a spending limit and would pay interest only on the amount drawn from the loan. Total loan request would be \$5,936,000. All forms have been digitally distributed to the Council.

Councilmember Washington was surprised to see the \$1.2 million line rehabilitation amount shown on the loan documents. Mr. Slaugh stated that was an estimate based on the recent televising of the existing sewer lines. He reminded Council this was a potential amount and would not necessarily be borrowed. Mr. Myracle stated it was difficult to know what lines would need to be repaired or replaced five years down the road. Currently there are lines that need to be replaced at this time. Councilmember Washington felt the rehabilitation projects should be paid from maintenance fees.

Mr. Slaugh reported if the City does not have a reserve balance in the Sewer Fund, it would be necessary to wait for line repairs, or go back to KDHE and request an amendment to the loan.

Mr. Myracle stated Council chose to build a smaller sewer plant expansion and address the I & I problems rather than going with the original plant. Council discussed the age of the sewer lines and recent filming of 35,000 ft. of line.

Councilmember Sifford stated it was easier to ask for the \$1.2 million now rather than later and the project should move forward.

A motion was made by Councilmember Sifford and seconded by Councilmember McDowell to approve the resolution authorizing the loan application for approximately \$5,936,000 and authorize mayor to sign the necessary documents. A roll call vote was taken with all members voting in favor with the exception of President Dysart. Motion passed 4-1.

***f. Consider a drainage repair proposal for property located at 15399 Meadow St., David Brown.***

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to approve the drainage repair proposal for property located at 15399 Meadow Street [not to exceed \$7,928]. Discussion followed. President Dysart asked who the contractor was and type of pipe. Mr. Myracle reported Westland Construction would be installing elongated pipe that would be attached to the existing pipe by a collar. President Dysart stated the property owner contends the existing pipe was not installed correctly and should be fixed at the same time. Council discussed other drainage problems in the area and responsibilities of the developer and contractor. Mr. Slaugh stated the developer should install silt fencing throughout the development to minimize erosion. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

Five-minute break. (8:47 p.m.)

***g. Consider continued funding support for Leavenworth County Development Corporation (LCDC) for FY2009.***

A motion was made by Councilmember Washington and seconded by President Dysart to approve funding support for Leavenworth County Development Corporation for budget year 2009 [not to exceed \$6,924]. A roll call vote was taken with all members voting in favor with the exception of Councilmember Sifford. Motion passed 4-1.

***h. Consider annexation of Cedar Lake subdivision and set a public hearing.***

***RES. 2008-09. A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REGARDING PUBLIC HEARING TO CONSIDER ANNEXATION OF CERTAIN PROPERTY ADJOINING THE CITY.***

Mr. Slaugh stated Council needed to make the decision where to hold the public hearing, (school, library, VFW Hall). The public hearing would need to be held between September 8 and the 15<sup>th</sup>.

Mr. Slaugh reported K.S.A 12-535 referenced by Mr. Flower was for the purpose of negotiating services; however, services were already provided. Mr. Reavey stated the Council was following legal protocol.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to pass the Resolution as written and direct staff to set final date and location of hearing as stipulated in Section 3 and to authorize the mayor to sign the Resolution. A roll call vote was taken with members Sifford, Washington, and Dysart voting in favor. Members Hill and McDowell voted nay. Motion passed 3-2.

*i. Consider moving forward with action on old VFW Building 2805 N. 155<sup>th</sup>.*

Mr. Slaugh reported this property has structural, electrical, and dangerous issues. The property owner has failed to meet the necessary requirements. Structural inspection of the property was made showing there was no lead based paint and one engineer stated there were no structural issues in the basement. The city administrator read a portion of the letter where Mr. Cooper requested time to remove salvageable items from the house and then he would raze the building.

Mr. Reavey stated if the Council was still questioning the structural integrity of the building, the Council could pay an engineer to provide an independent inspection.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to allow the owner of 2805 N. 155<sup>th</sup> Street thirty (30) days from July 8, 2008 to rectify the dangerous and unsafe structure issues and if not rectified by August 8, 2008, the City authorizes staff to hire a structural engineer to inspect the property and advise of necessary action. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

*j. Consider a pavement management proposal from MHS Engineers.*

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to retain MHS Solutions to accept the pavement management proposal by MHS Solutions as submitted not to exceed \$13,000. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

*k. Consider appointments to the planning commission.*

Mayor Garcia requested Council reappoint member John Matthews and appoint Kevin Jones to fill the term of David Povilonis.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the mayor's appointments as submitted. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

The city clerk administered Oath of Office to Mr. Jones.

*l. Set hearing date for 2009 City of Basehor budget.*

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to schedule the 2009 Budget hearing for August 4<sup>th</sup> at 7:00 p.m. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

**CITY ADMINISTRATOR REPORT**

*a. 24-40 Corridor and 150<sup>th</sup> Intersection discussion.*

Mr. Slaugh reported developer Ed McIntosh was still negotiating with KDOT for compensation for lack of access to 24/40 Highway. The city administrator reported the challenge was that the solution that would benefit the north side of 24/40 Highway would most likely not be cost beneficial for the property owner on the south side of 150<sup>th</sup> Street.

*b. Zip Code Changes*

Mr. Slaugh reported a letter was sent to the postal service on the 16<sup>th</sup> of June requesting a change from "preferred" City name to Basehor for property located from 24/40 Highway to K-32. Bonner Springs has opposed the action; therefore, the postal service has held up action until an agreement could be reached between the cities. Mr. Slaugh stated he could submit that I-70 be the boundary line. City of Bonner Springs would be addressing the matter on July 14<sup>th</sup>.

Mayor Garcia asked if Bonner Springs could file an injunction stopping Basehor from changing the City name. Mr. Reavey was not aware of anything prohibiting Basehor from making the Zip Code change. Councilmember Washington stated the City spent a lot of time updating the Comprehensive Plan to show I-70 as the south boundary. The Board of County Commissioners was showing the Basehor growth area as K-32.

Mr. Slaugh would continue to work with the postal service and Bonner Springs to resolve any issues.

*c. Buxton Report*

The Buxton Report would advertise the City of Basehor for \$22,000. Councilmember Washington stated it was LCDC's job to promote Basehor.

*d. Road maintenance on 158<sup>th</sup> and Parallel, consider deal with Leavenworth County*

Mr. Slaugh has been working with Leavenworth County to make improvements to 158<sup>th</sup> from Parallel to 24/40 Highway and 155<sup>th</sup> Street west to city limits on Parallel, and 155<sup>th</sup> west to city limits on Leavenworth Road. Estimated cost would be \$40,867 plus cost of asphalt.



**MAYOR'S REPORT**

- Mayor Garcia will be out of town from July 17<sup>th</sup> to the 27<sup>th</sup> for vacation. President Dysart will preside over the meeting in his absence.
- In an effort to save time, starting August 4th Mayor Garcia will ask for a show of hands from council members when voting.
- The mayor has instructed the city superintendent to identify the streets and curbs in Pin Oak Subdivision that need immediate attention and submit to Council for action.

**COUNCIL MEMBER REPORTS****Keith Sifford**

Councilmember Sifford extended his condolences to Myracle family on loss of their grandfather.

**Terry Hill**

Councilmember Hill thanked Mayor Garcia for addressing the repair issues in Pin Oak Subdivision. He noted he had an opportunity to inspect the streets and felt there were some issues needed to be addressed in the near future.

**EXECUTIVE SESSION**

A motion was made by Councilmember Washington and seconded by President Dysart to adjourn into Executive Session for attorney-client privilege concerning non-elected personnel not to exceed ten minutes. The city attorney and city administrator attended the Executive Session. A roll call vote was taken with all members voting in favor. Motion passed 5-0. (9:40 p.m.)

At 9:50 p.m., Mayor Garcia called the regular meeting back to order.

**ADJOURNMENT**

There being no further business to discuss, a motion was made by Councilmember Hill and seconded by Councilmember Sifford to adjourn the July 7<sup>th</sup> regular meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0. Meeting adjourned at 9:55 p.m.

Submitted for Council approval with/without corrections or additions this 21<sup>st</sup> day of July, 2008.

Attest:

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Mayor Chris Garcia

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Mary A. Mogle, CMC, City Clerk

City of Basehor  
Agenda Item Cover Sheet

Agenda Item No. 6

**Date:** June 13, 2012

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

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

**Re:** Ordinance No. 612 – Levy of Special Assessments

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The attached Ordinance formally levies assessments against property within the 155th Street Improvement District and the Basehor Boulevard Improvement District in accordance with the total final costs and the allocation methods specified in Resolutions 2008-07 and 2008-08 previously approved by the Basehor City Council.

If approved, any property owner may choose to prepay his or her assessment on or prior to July 21, 2012. If the assessment is not prepaid, the assessment will be levied, together with interest at a rate equal to bonds issued to finance the costs of the improvements, in 20 equal annual installments. The levy will appear on the property owner's tax bill. The first installment will appear on the tax bills mailed in December 2012.

Notices will be mailed to each property owner informing them of the final assessment amount and the right to prepay.

**Staff Recommendation:**

Approve Ordinance No. 612.

**Action Requested of Council:**

Approve Ordinance. No. 612

**Attachments:**

Statement of Final Costs  
Assessment Role

Ordinance No. 612

CITY OF BASEHOR, KANSAS

STATEMENT OF FINAL COSTS (REVISED)

155TH STREET IMPROVEMENT DISTRICT - STREET  
RESOLUTION NO. 2008-08

<u>Item</u>	<u>Amount</u>
<b>CONSTRUCTION COST</b>	
155th Street - Street & Storm Sewer Improvements	\$675,886.31
Engineering & Surveying (Paid to Level-4)	65,210.00
Geotechnical, Material Testing, Engineering, Administrative & Legal	5,395.38
Engineering & Surveying - 155th Street (McAfee)	65,669.11
<b>TOTAL CONSTRUCTION COST</b>	<b>\$812,160.80</b>
<b>TEMP NOTE FINANCING COST</b>	
Temporary Note Issuance (Series 2008)	11,257.41
Temporary Note Issuance (Series 2010)	5,155.65
Interest (Kansas State Treasurer) - Series 2008	73,345.56
Interest (Kansas State Treasurer) - Series 2010	18,452.70
Unspent Note Proceeds/Investment Earnings	(18,119.87)
<b>TOTAL TEMP NOTE FINANCING COST</b>	<b>\$90,091.45</b>
<b>ESTIMATED BOND FINANCING COST</b>	
Kansas Secured Title - Ownership Search	508.06
Affinis Corp - Engineering/Legal Descriptions	500.00
Bond Issuance - Estimated	21,106.90
<b>TOTAL BOND FINANCING COST</b>	<b>\$22,114.95</b>
<b>TOTAL 155<sup>th</sup> STREET IMPROVEMENT DISTRICT COST</b>	<b>\$924,367.21</b>

**BASEHOR BOULEVARD IMPROVEMENT DISTRICT - STREET, WATER AND SEWER  
RESOLUTION NO. 2008-07**

<u>Item</u>	<u>Amount (Street and Water Improvements)</u>	<u>Amount (Sewer Improvements)</u>	<u>Amount - Total</u>
<b><u>CONSTRUCTION COST</u></b>			
Sanitary Sewer Improvements	-	\$626,815.55	\$626,815.55
Basehor Blvd - Street & Storm Sewer Improvements	\$1,210,603.72	-	1,210,603.72
Water Line Improvements	170,543.49	-	170,543.49
Engineering & Surveying (Paid to Level-4)	140,740.00	60,605.00	201,345.00
Geotechnical, Material Testing, Engineering, Administrative & Legal	10,854.51	4,991.80	15,846.31
Engineering & Surveying - Sewer (McAfee)	-	14,627.50	14,627.50
Right of Way and Easement Acquisition Costs	61,447.60	-	61,447.60
	<b><u>\$1,594,189.32</u></b>	<b><u>\$707,039.85</u></b>	<b><u>\$2,301,229.17</u></b>
<b><u>TEMP NOTE FINANCING COST</u></b>			
Temporary Note Issuance (Series 2008)	23,562.73	10,450.32	34,013.05
Temporary Note Issuance (Series 2010)	10,120.02	4,488.33	14,608.35
Interest (Kansas State Treasurer) - Series 2008	153,518.49	68,087.08	221,605.56
Interest (Kansas State Treasurer) - Series 2010	76,063.63	33,735.03	52,285.08
Unspent Note Proceeds/Investment Earnings	(35,567.46)	(15,774.55)	(51,342.01)
	<b><u>\$227,697.40</u></b>	<b><u>\$100,986.21</u></b>	<b><u>\$271,170.03</u></b>
<b><u>ESTIMATED BOND FINANCING COST</u></b>			
Kansas Secured Title - Ownership Search	152.42	254.03	406.44
Affinis Corp - Engineering/Legal Descriptions	1,000.00	500.00	1,500.00
Bond Issuance - Estimated	41,430.70	18,374.95	59,805.65
	<b><u>\$42,583.12</u></b>	<b><u>\$19,128.98</u></b>	<b><u>\$61,712.10</u></b>
	<b><u>\$1,864,469.84</u></b>	<b><u>\$827,155.04</u></b>	<b><u>\$2,634,111.29</u></b>

CITY OF BASEHOR, KANSAS

ASSESSMENT ROLL SUMMARY (REVISED FINAL)

155TH STREET IMPROVEMENT DISTRICT - STREET  
RESOLUTION NO. 2008-08

<u>Parcel ID</u>	<u>Owner Name</u>	<u>Square Footage of Property in District</u>	<u>Assessment Amount</u>
Various	Duane L. Becker Living Trust	1,271,750	\$ 207,216.89
157-35-0-00-00-009.01-0	USD 458	508,585	\$ 82,868.02
Various	Crossfirst Holdings, LLC	3,630,094	\$ 591,481.65
158-34-0-40-03-001.02-0	Basehor DKP II, LLC	41,264	\$ 6,723.49
158-34-0-40-03-001.00-0	Bonee Family Living Trust	47,556	\$ 7,748.70
158-34-0-40-01-001.72-0	Sebree Properties, LLC	19,769	\$ 3,221.13
Part of 158-34-0-10-13-007.00-0	Pebblebrook, LLC	89,088	\$ 14,515.85
158-34-0-10-13-006.00-0	City of Basehor	32,178	\$ 5,243.03
158-34-0-10-13-005.00-0	Fairmount Township	28,601	\$ 4,660.20
158-34-0-10-13-001.00-0	Ralphael D. Breuer and Anne E. Breuer Trust	4,224	\$ 688.25
	<b>Totals</b>	<b>5,673,109</b>	<b>\$ 924,367.21</b>

CITY OF BASEHOR, KANSAS

ASSESSMENT ROLL SUMMARY (REVISED FINAL)

BASEHOR BOULEVARD IMPROVEMENT DISTRICT - STREET, WATER AND SEWER  
RESOLUTION NO. 2008-07

Parcel ID	Owner Name	Square Footage of Property in District		Assessment Amount		
		Street & Water Improvements	Sewer Improvements	Street & Water Improvements Assessment	Sewer Improvements Assessment	Total Assessment
157-35-0-00-00-023.00-0	Hazel H. and Larry J. Rix	n/a	881,999	n/a	\$ 58,625.25	\$ 58,625.25
157-35-0-00-00-023.01-0	City of Basehor	n/a	870,512	n/a	\$ 57,861.73	\$ 57,861.73
Various	Duane L. Becker Living Trust	339,589	n/a	\$ 138,362.25	n/a	\$ 138,362.25
Various	Duane L. Becker Living Trust	n/a	6,287,254	n/a	\$ 417,905.07	\$ 417,905.07
157-35-0-00-00-009.01-0	USD 458	508,585	508,585	\$ 207,218.04	\$ 33,804.94	\$ 241,022.98
Various	Crossfirst Holdings, LLC	3,630,094	3,630,094	\$ 1,479,046.69	\$ 241,287.32	\$ 1,720,334.01
	<b>Totals</b>	<b>4,478,268</b>	<b>12,178,444</b>	<b>\$ 1,824,626.98</b>	<b>\$ 809,484.31</b>	<b>\$ 2,634,111.29</b>



(Published in the *Basehor Sentinel*, on June 21, 2012)

**ORDINANCE NO. 612**

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF BASEHOR, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 2008-07 AND 2008-08 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.**

**WHEREAS**, the governing body of the City of Basehor, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

**WHEREAS**, the governing body has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

**Section 1. Levy of Assessments.** For the purpose of paying the costs of the following described Improvements:

**155th Street Improvement District - Street**

**Resolution No. 2008-08:** The construction of approximately 1400 Linear Feet of 155th Street from Hickory Street to 1400' South at collector street standards consisting of grading, 10" asphalt paving, curb and gutter storm sewer, street lights, turn lane, sidewalks and all necessary and appurtenant work; and

**Basehor Boulevard Improvement District - Street, Water and Sewer**

**Resolution No. 2008-07:** The construction of approximately 2,430 Linear Feet of Basehor Boulevard from 155th Street to approximately 2,500 feet East consisting of grading, 10" asphalt paving, curb and gutter, storm sewer, retention basin, street lights, and all necessary and appurtenant work to complete a 4-lane divided boulevard transitioning to a standard collector street (the "Street Improvements"); the construction of approximately 2,500 Linear Feet of 12" water line with fire hydrants and all necessary and appurtenant work (the "Water Improvements"); and the construction of approximately 5,600 Linear Feet of sanitary sewer ranging in size from 8" diameter to 18" diameter PVC pipe, manholes, excavation and backfill, and all necessary and appurtenant work (the "Sewer Improvements").

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

**Section 2. Payment of Assessments.** The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part by July 21, 2012.

**Section 3. Notification.** The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by July 21, 2012, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

**Section 4. Certification.** Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Leavenworth County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in 20 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

**Section 5. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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**PASSED** by the governing body of the City on June 18, 2012 and signed and **APPROVED** by the Mayor.

(SEAL)

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

**EXHIBIT A**

**155TH STREET IMPROVEMENT DISTRICT - STREET  
RESOLUTION NO. 2008-08**

Parcel ID Number	Description of Property	Amount of Proposed Assessment
Various	<p>Description of that portion of a tract of land described in a Statutory Warranty Deed - File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271, that is overlapped by the City of Basehor, Kansas, "155th Street Improvements" Benefit District as described in Resolution 2008-08, recorded July 28, 2008, as Document Number 2008R07574.</p> <p>All that part of the Southwest Quarter, and all that part of the Northwest Quarter, of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, and being a part of a tract of land described in a Statutory Warranty Deed - File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271, being described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 35; thence South 01°24'41" East, along the West line of the Southwest Quarter of said Section 35, a distance of 625.00 feet to the South line of the City of Basehor, Kansas, "155th Street Improvements" Benefit District as described in Resolution 2008-08, recorded July 28, 2008, as Document Number 2008R07574; thence Easterly, Southerly, and Northerly along the Southerly and Easterly lines of said City of Basehor, Kansas, "155th Street Improvements" Benefit District as described in Resolution 2008-08, the following six (6) described courses: (1) thence North 87°57'38" East a distance of 330.02 feet; (2) thence South 01°25'06" East a distance of 147.13 feet to a point on the North line of RICKEL'S SUBDIVISION, a recorded subdivision of land in said City, County, and State; (3) thence North 87°57'12" East, along the North line of said RICKEL'S SUBDIVISION and the North line of RICKEL'S SUBDIVISION No. 3, a recorded subdivision of land in said City, County, and State, and its easterly prolongation thereof, a distance of 1,537.29 feet; (4) thence North 22°10'26" West a distance of 161.89 feet; (5) thence North 02°02'48" West a distance of 315.54 feet; (6) thence Northeasterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 02°02'51" West, a central angle of 23°40'56", a radius of 300.00 feet, an arc distance of 124.00 feet to its intersection with the Northerly line of that tract of land described in said Statutory Warranty Deed - File No. 2734; thence Westerly, Northerly, and Southerly, along the Northerly line of that tract of land described in said Statutory Warranty Deed - File No. 2734, the following ten (10) described courses: (1) thence North 68°21'57" West a distance of 109.48 feet; (2) thence South 87°57'12" West a distance of 970.02 feet; (3) thence North 02°02'48" West a distance of 140.11 feet to a point on the North line of the Southwest Quarter of said Section 35; (4) thence continuing North 02°02'48" West a distance of 360.32 feet; (5) thence South 88°35'04" West a distance</p>	\$207,216.89

157-35-0-00-00-009.01-0	<p>of 131.55 feet; (6) thence Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 37°16'00" West, a central angle of 29°17'59", a radius of 80.00 feet, an arc distance of 40.91 feet; (7) thence South 01°24'41" East a distance of 338.00 feet to a point on the South line of the Northwest Quarter of said Section 35; (8) thence South 87°57'12" West, along the South line of the Northwest Quarter of said Section 35, a distance of 403.91 feet; (9) thence North 01°24'41" West a distance of 167.94 feet; (10) thence South 88°35'08" West a distance of 186.11 feet to a point on the West line of the Northwest Quarter of said Section 35; thence South 01°24'41" East, along the West line of the Northwest Quarter of said Section 35, a distance of 169.98 feet to the Point of Beginning. Except for all that part thereof in existing roadway right-of-way.</p> <p>Containing 1,271,750 square feet or 29.195 acres, more or less.</p> <p>The bearings used in this description are based on a bearing of North 01°24'41" West along the East line of Section 34, Township 10 South, Range 22 East, as described in the City of Basehor, Kansas, "155th Street Improvements" Benefit District as described in Resolution 2008-08, recorded July 28, 2008, as Document Number 2008R07574.</p>	\$82,868.02
Various	<p>Part of the Northwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., more particularly described as follows:</p> <p>Commencing at the Southwest corner of said Northwest 1/4; thence North 87° 57' 12" East along the South line of said Northwest 1/4, a distance of 1985.42 feet; thence North 43° 35' 19" East a distance of 18.32 feet; thence Northeasterly on a curve to the right, having a radius of 500 feet, for a distance of 92.94 feet to THE POINT OF BEGINNING; thence North 40° 17' 40" West a distance of 740.35 feet; thence North 58° 21' 38" East a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1150 feet, for a distance of 420.48 feet; thence South 10° 41' 25" East a distance of 296.61 feet; thence South 40° 11' 24" East a distance of 250.30 feet; thence South 28° 54' 28" East a distance of 62.87 feet; thence South 18° 43' 42" East a distance of 73.43 feet; thence South 03° 28' 46" East a distance of 47.40 feet; thence South 17° 41' 20" West a distance of 145.00 feet; thence North 72° 18' 40" West 65.03 feet; thence Westerly, on a curve to the left, having a radius of 350 feet for a distance of 308.54 feet; thence South 57° 10' 46" West a distance of 129.00 feet; thence Southwesterly, on a curve to the left, having a radius of 500 feet, for a distance of 25.66 feet to the point of beginning, deeded to UNIFIED SCHOOL DISTRICT NO 458 by Quit Claim Deed dated July 10, 2008 and recorded July 10, 2008 by Document No. 2008R06940</p> <p>A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 816.35 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST PERPENDICULAR TO SAID WEST LINE A DISTANCE</p>	\$591,481.65

OF 390.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST PARALLEL TO SAID WEST LINE A DISTANCE OF 294.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE ABANDONED KANSAS CITY NORTHERN RAILROAD; THENCE SOUTH 88 DEGREES 36 MINUTES 13 SECONDS WEST A DISTANCE OF 69.52 FEET TO THE CENTER LINE OF SAID ABANDONED RAILROAD; THENCE NORTH 42 DEGREES 34 MINUTES 14 SECONDS EAST ALONG SAID CENTER LINE A DISTANCE OF 378.32 FEET; THENCE EASTERLY CONTINUING ALONG SAID CENTER LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1889.10 FEET, A CENTRAL ANGLE OF 01 DEGREE 36 MINUTES 11 SECONDS, A DISTANCE OF 52.85 FEET; THENCE SOUTH 11 DEGREES 24 MINUTES 41 SECONDS EAST A DISTANCE OF 219.14 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 17.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECONDS, A DISTANCE OF 41.26 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, WHOSE INITIAL TANGENT BEARING IS NORTH 62 DEGREES 00 MINUTES 39 SECONDS WEST, A DISTANCE OF 138.58 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECONDS, WHOSE INITIAL TANGENT BEARING IS SOUTH 40 DEGREES 48 MINUTES 42 SECONDS, A DISTANCE OF 41.26 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 41 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 208.43 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, A DISTANCE OF 41.92 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 11.66 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 54 SECONDS WEST A DISTANCE OF 8.62 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, A DISTANCE OF 144.38 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 13.55 FEET TO THE POINT OF BEGINNING.

LESS:

Part of the Northwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., more particularly described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence North 87° 57' 12" East along the South line of said Northwest 1/4, a distance of 1985.42 feet; thence North 43° 35' 19" East a distance of 18.32 feet; thence Northeasterly on a curve to the right, having a radius of 500 feet, for a distance of 92.94 feet to THE POINT OF BEGINNING; thence North 40° 17' 40" West a distance of 740.35 feet; thence North 58° 21' 38" East a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1150 feet, for a distance

	<p>of 420.48 feet; thence South 10° 41' 25" East a distance of 296.61 feet; thence South 40° 11' 24" East a distance of 250.30 feet; thence South 28° 54' 28" East a distance of 62.87 feet; thence South 18° 43' 42" East a distance of 73.43 feet; thence South 03° 28' 46" East a distance of 47.40 feet; thence South 17° 41' 20" West a distance of 145.00 feet; thence North 72° 18' 40" West 65.03 feet; thence Westerly, on a curve to the left, having a radius of 350 feet for a distance of 308.54 feet; thence South 57° 10' 46" West a distance of 129.00 feet; thence Southwesterly, on a curve to the left, having a radius of 500 feet, for a distance of 25.66 feet to the point of beginning, deeded to UNIFIED SCHOOL DISTRICT NO 458 by Quit Claim Deed dated July 10, 2008 and recorded July 10, 2008 by Document No. 2008R06940</p> <p>AND ALSO LESS ANY PART THEREOF TAKEN, USED OR CONVEYED FOR ROAD OR STREET PURPOSES, TO INCLUDE THE TRACT DEEDED TO THE CITY OF BASEHOR DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 26, 2010 AS DOCUMENT NO. 2010R08977.</p>	
158-34-0-40-03-001.02-0	<p>A tract of land located in a portion of Lot 77, CRESTWOOD COUNTRY ESTATES PHASE I, a subdivision in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows: Commencing at the Southeast corner of said Lot 77; thence North 00°00' 00" West, along the East line of Lot 77, a distance of 350.00 feet to the Northeast corner of a tract of land described in Deed Book 988, at Page 0001; thence South 89° 29' 50" West, along the North line of said tract, parallel with the South line of said Lot 77, a distance of 250.00 feet to the West line of Lot 77; thence North 00° 00' 15" East along the West line of said Lot 77, a distance of 165.00 feet; thence North 89° 29' 50" East, a distance of 250.00 feet to the East line of Lot 77; thence South 00° 00' 00" West, along said East line, a distance of 165.00 feet to the point of beginning.</p>	\$6,723.49
158-34-0-40-03-001.00-0	<p>Lot 77, CRESTWOOD COUNTRY ESTATES PHASE I, a subdivision in the City of Basehor, Leavenworth County, Kansas LESS THE FOLLOWING DESCRIBED TRACT:</p> <p>Commencing at the Southeast corner of said Lot 77; thence North 00°00' 00" West, along the East line of Lot 77, a distance of 350.00 feet to the Northeast corner of a tract of land described in Deed Book 988, at Page 0001; thence South 89° 29' 50" West, along the North line of said tract, parallel with the South line of said Lot 77, a distance of 250.00 feet to the West line of Lot 77; thence North 00° 00' 15" East along the West line of said Lot 77, a distance of 165.00 feet; thence North 89° 29' 50" East, a distance of 250.00 feet to the East line of Lot 77; thence South 00° 00' 00" West, along said East line, a distance of 165.00 feet to the point of beginning.</p>	\$7,748.70
158-34-0-40-01-001.72-0	<p>The East 140 feet of Lot 76, CRESTWOOD COUNTRY ESTATES PHASE I, a subdivision in the City of Basehor, Leavenworth County</p>	\$3,221.13
Part of 158-34-0-10-13-007.00-0	<p>Description of that portion of a tract of land described in a Kansas Warranty Deed, recorded on August 8, 2003, with the Leavenworth County Register of Deeds Office in Book 889, at Page 622, that is overlapped by the City of Basehor, Kansas, "155th Street Improvements" Benefit District as described in Resolution 2008-08, recorded July 28, 2008, as Document Number 2008R07574.</p> <p>All that part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, and being a part of a tract of land described in a</p>	\$14,515.85

158-34-0-10-13-006.00-0	<p>Kansas Warranty Deed, recorded on August 8, 2003, with the Leavenworth County Register of Deeds Office in Book 889, at Page 622, being described as follows:</p> <p>Beginning at the Southeast corner of the Northeast Quarter of said Section 34, thence South 88°02'08" West, along the South line of the Northeast Quarter of said Section 34, also being the North line of CRESTWOOD COUNTRY ESTATES PHASE I, a recorded subdivision of land in said City, County, and State, a distance of 179.99 feet to a point on a Westerly line of the City of Basehor, Kansas, "155th Street Improvements" Benefit District as described in Resolution 2008-08, recorded July 28, 2008, as Document Number 2008R07574; thence North 01°24'41" West, along the Westerly line of said Benefit District and also being parallel with the East line of Northeast Quarter of said Section 34, a distance of 194.70 feet; thence South 88°34'57" West, along said Benefit District line, a distance of 145.23 feet; thence North 01°32'25" West, along the Westerly line of said Benefit District, a distance of 115.10 feet to the North line of that tract of land described in said Kansas Warranty Deed recorded in Book 889, at Page 622; thence Northeasterly, Northerly, and Easterly, along the Northerly lines of that tract of land described in said Kansas Warranty deed recorded in Book 889, at Page 622, the following three (3) described courses; (1) thence North 41°49'35" East a distance of 22.00 feet; (2) thence North 01°24'41" West a distance of 74.93 feet; (3) thence North 88°02'08" East a distance of 310.42 feet to a point on the East line of the Northeast Quarter of said Section 34; thence South 01°24'41" East, along the East line of the Northeast Quarter of said Section 34, a distance of 402.00 feet to the Point of Beginning. Except for all that part thereof in existing roadway right-of-way.</p> <p>Containing 89,088 square feet or 2.045 acres, more or less.</p> <p>The bearings used in this description are based on a bearing of North 01°24'41" West along the East line of Section 34, Township 10 South, Range 22 East, as described in the City of Basehor "155th Street Improvements" Benefit District as described in Resolution 2008-08, recorded July 28, 2008, as Document Number 2008R07574.</p>	\$5,243.03
158-34-0-10-13-005.00-0	<p>A tract of land in the Northeast 1/4 of Section 34, Township 10 South, Range 22 East, Basehor, Leavenworth County, Kansas, described as follows:</p> <p>Beginning at a point 402.00 feet North and 30.00 feet West of the Southeast corner of said Northeast 1/4; thence West 280.42 feet; thence North approximately 116.48 feet; thence East 280.00 feet; thence South 116.48 feet to the point of beginning.</p> <p>A tract of land in the Northeast 1/4 of Section 34, Township 10 South, Range 22 East, Basehor, Leavenworth County, Kansas, described as follows:</p> <p>Beginning at a point 518.48 feet North and 30.00 feet North 90° West from the Southeast corner of said Northeast 1/4; thence North 205.00 feet; thence West 135.81 feet; thence South 205.00 feet; thence East 135.81 feet to the point of beginning.</p>	\$4,660.20
158-34-0-10-13-001.00-0	<p>A tract of land in the Northeast 1/4 of Section 34, Township 10 South, Range 22 East, City of Basehor, Leavenworth County, Kansas, described as follows:</p> <p>Commencing at the Southeast corner of the Northeast 1/4 of said Section 34; thence North 716.90 feet; thence</p>	\$688.25



	North 90° West, 30 feet to the West right of way of 155th Street (DeSoto Road) and the point of beginning of this tract; thence South 90° West 135.81 feet; thence North 00° East, 35.00 feet to the South line of Hickory Street (3rd Street on Basehor Plat); thence East, 135.81 feet along the South right of way of Hickory Street to the West right of way of 155th Street; thence, South 35.00 feet to the point of beginning	
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**BASEHOR BOULEVARD IMPROVEMENT DISTRICT - STREET, WATER AND SEWER  
RESOLUTION NO. 2008-07**

Parcel ID Number	Description of Property	Amount of Proposed Assessment (Street and Water Improvements)	Amount of Proposed Assessment (Sewer Improvements)	Amount of Total Proposed Assessment
157-35-00-00-023.00-0	THE EAST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: The North 1/2 of the East 1/2 of the Southeast 1/4 of Section 35, Township 10 South, Range 22 East, more particularly described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 35; Thence West on quarter section line 1319.40 feet to a point; thence South 1324.60 feet to a point; thence East 1319.40 feet to the East section line; Thence North on section line 1324.60 feet to the point of beginning, less any part thereof taken or used for road purposes, in accordance with Survey dated April 24, 1971	\$0	\$ 58,625.25	\$ 58,625.25
157-35-00-00-023.01-0	THE WEST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: The North 1/2 of the East 1/2 of the Southeast 1/4 of Section 35, Township 10 South, Range 22 East, more particularly described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 35; Thence West on quarter section line 1319.40 feet to a point; thence South 1324.60 feet to a point; thence East 1319.40 feet to the East section line; Thence North on section line 1324.60 feet to the point of beginning, less any part thereof taken or used for road purposes, in accordance with Survey dated April 24, 1971	\$0	\$ 57,861.73	\$ 57,861.73
Various	Description of that portion of a tract of land described in a Statutory Warranty Deed - File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number	\$138,362.25	\$0	\$ 138,362.25

	<p>2011R07271, that is overlapped by the City of Basehor, Kansas, Improvement District, Resolution No. 2008-07, property to be assessed for the "Street Improvements and Water Improvements", as adopted by the governing body of the City of Basehor, Kansas, on July 7, 2008. All that part of the Southwest Quarter, and all that part of the Northwest Quarter, of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, and being a part of a tract of land described in a Statutory Warranty Deed - File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271, being described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 35; thence South 01°24'41" East, along the West line of the Southwest Quarter of said Section 35, the same being the West line of the City of Basehor, Kansas, Improvement District, Resolution No. 2008-07, a distance of 394.45 feet (resolution record is 392.84 feet); thence Easterly and Northerly, along the Southerly line of a tract of land describing the Street and Water Improvement District in said City of Basehor, Kansas, Improvement District, Resolution No. 2008-07, the following five (5) described courses: (1) thence North 88°23'19" East a distance of 560.01 feet; (2) thence North 01°24'41" West a distance of 128.58 feet; (3) thence North 87°57'12" East a distance of 121.01 feet; (4) thence North 02°02'48" West a distance of 130.00 feet; (5) thence North 87°57'12" East a distance of 79.98 feet to a point on the Northerly line of that property described in said Statutory Warranty Deed-File No. 2734; thence in a generally Westerly direction along the Northerly line of that property described in said Statutory Warranty Deed-File No. 2734, the following seven (7) described courses:(1) thence North 02°02'48" West a distance of 140.11 feet to a point on the North line of the Southwest Quarter of said Section 35; (2) thence continuing North 02°02'48" West a distance of 360.32 feet; (3) thence South 88°35'04" West a distance of 131.55 feet; (4) thence Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 37°16'00" West, a central angle of 29°17'59", a radius of 80.00 feet, an arc distance of 40.91 feet; (5) thence South 01°24'41" East a distance of 338.00 feet to a point on the South line of the Northwest Quarter of said Section 35; (6) thence South 87°57'12" West, along the South line of the Northwest</p>		
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Various	<p>Quarter of said Section 35, a distance of 403.91 feet; (7) thence North 01°24'41" West a distance of 167.94 feet; (8) thence South 88°35'08" West a distance of 186.11 feet to a point on the West line of the Northwest Quarter of said Section 35; thence South 01°24'41" East, along the West line of said Section 35, a distance of 169.98 feet to the Point of Beginning. Except for all that part thereof in existing roadway right-of-way. Containing 339,589 square feet or 7.796 acres, more or less.</p> <p>The bearings used in this description are based on a bearing of North 01°24'41" West along the West line of Section 35, Township 10 South, Range 22 East, as described in the City of Basehor, Kansas, Improvement District, Resolution No. 2008-07, property to be assessed for the Street Improvements and Water Improvements, as Adopted by the governing body of the City of Basehor, Kansas, on July 7, 2008.</p>		
	<p>Tract 1:  All that tract of land located in the Northeast 1/4 of Section 35, Township 10, Range 22 more particularly described as follows:  Beginning at the center of said Section 35; thence North on the 1/2 Section line, 1903 36/100 feet to the South line of the right of way of the Kansas City Northwestern Railway; thence East along said right of way line, 800 12/100 feet; thence South 1903 36/100 feet to the 1/2 Section line; thence West 800 12/100 feet to the place of beginning.  AND ALSO</p> <p>Tract 2:  A tract of land located in the Northeast 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., more particularly described as follows:  Beginning at a point 2638.48 feet South and 933.44 feet West of the Northeast corner of said Section 35; running thence West 897.86 feet along the East-West center line of said Section 35; thence North 1954.88 feet to a point which is on the center line of the right of way of the Kansas City Northwestern Railroad (now abandoned); thence East along the center line of said abandoned right of way 897.86 feet; thence South 1145.25 feet; thence East 933.44 feet; thence South 60 feet; thence West 933.44 feet; thence South 745.58 feet to the point of beginning  AND ALSO</p> <p>Tract 3:  The North 70 acres of the West 3/4 of the South 1/2 of Section 35, Township</p>	\$0	\$ 417,905.07
		\$ 417,905.07	\$ 417,905.07

	<p>10, Range 22,  LESS THE FOLLOWING TRACTS:</p> <p>(A) Beginning at a point 30 feet East and 420 feet South of the West 1/4 corner of said Section 35; running thence East 150 feet to a point; running thence South 145 feet to a point; running thence West 150 feet to a point; running thence North 145 feet to the point, the place of beginning.</p> <p>(B) Beginning at a point 30 feet East and 625 feet South of the West 1/4 corner of said Section 35; running thence East 150 feet to a point; running thence South 145 feet to the point, the place of beginning</p> <p>(C) Beginning at a point 180 feet East and 625 feet South of the West 1/4 corner of said Section 35; running thence East 150 feet to a point; running thence South 145 feet to a point; running thence West 150 feet to a point; running thence North 145 feet to the point, the place of beginning,  AND ALSO</p> <p>Tract 4:  A tract of land in the Southwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., described as follows:  Beginning at a point 30 feet East and 420 feet South of the West 1/4 corner of said Section 35; running thence East 150 feet to a point; running thence South 145 feet to a point; running thence West 150 feet to a point; running thence North 145 feet to the point, the place of beginning,  AND ALSO</p> <p>Tract 5:  A tract of land in the Northwest 1/4 of Section 35, Township 10, Range 22, described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 35; thence North 565.89 feet; thence East 199 feet; thence South 565.89 feet; thence West 199 feet to the point of beginning,  AND ALSO</p> <p>Tract 6:  A tract of land in the Northwest 1/4 of Section 35, Township 10, Range 22, described as follows: Beginning at a point 565.00 feet North and 199.00 feet East of the Southwest corner of the Northwest 1/4 of said Section 35; running thence East a distance of 132.00 feet; thence running South a distance of 165.00 feet; thence running West a distance of 132.00 feet; thence running North a distance of 165.00 feet to the point of beginning.</p>		
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	<p>AND ALSO</p> <p>Tract 7:  One acre of land more or less in the Southwest part of the Northwest 1/4 of Section 35, Township 10 South, Range 22 East of the sixth P.M., EXCEPT the West 30 feet thereof, and described as commencing at a point 596 feet north of the Southwest corner of the Northwest 1/4 of said Section 35; thence East parallel with the South line of said 1/4 Section 199 feet; thence North 216 feet; thence West 199 feet; thence South 216 feet to the point of beginning</p> <p>AND ALSO</p> <p>Tract 8:  A tract of land in the Northwest 1/4 of Section 35, Township 10 South, Range 22 East described as follows:  Beginning at a point 390.00 feet East of the Southwest corner of said Northwest 1/4; thence East 2250 feet to the Southeast corner of said Northwest 1/4; thence North 1903.36 feet to the South right of way line of the abandoned Kansas City Wyandotte and Northwestern Railroad; thence Southwesterly along said right of way to a point 390.00 feet East of the West line of said Northwest 1/4; thence South to the point of beginning</p> <p>AND ALSO</p> <p>Tract 9:  The South 1/2 of the abandoned right of way of the Kansas City &amp; Northwestern Railway through part of the North 1/2 of Section 35, Township 10 South, Range 22 East, described as follows: Beginning at a point 199 feet East and 912.35 feet North of the Southwest corner of the Northwest 1/4 of said Section 35; thence North 43 degrees 42' East a distance of 614 feet; thence running South 46 degrees 18' East a distance of 25 feet; thence running at right angles to the left in a northeasterly direction on a 1814.1 foot radius curve to the right, a distance of 1440 feet; thence running East a distance of 1510.12 feet; thence running North a distance of 75 feet; thence running West a distance of 1510.12 feet; thence running southwesterly on a 1489.1 foot radius curve to the left a distance of 1500 feet; thence running South 43 degrees 42' West a distance of 562 feet; thence running South a distance of 72.4 feet to the place of beginning</p> <p>AND ALSO</p> <p>Tract 10:  A tract of land in the Southwest 1/4 of the Northwest 1/4 of Section 35,</p>		
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Township 10 South, Range 22 East of the Sixth P.M., more fully described as follows:

Beginning at a point 199 feet East of the Southwest corner of the Northwest 1/4 of said Section 35; thence North 400.89 feet; thence East 132 feet; thence North 165 feet; thence West 301 feet; thence North 30 feet; thence East 169 feet; thence North 216 feet; thence East 191 feet; thence South 805 feet to the South line of the Northwest 1/4; thence West along said South line to the point of beginning,

**LESS THE FOLLOWING DESCRIBED TRACT:**

Part of the Northwest 1/4 and part of the Northeast 1/4 and part of the Southwest 1/4 of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence North 01° 24' 41" West, along the West line of said Northwest 1/4, a distance of 169.98 feet to the POINT OF BEGINNING; thence continuing North 01° 24' 41"

West, along the West line of said Northwest 1/4, a distance of 582.07 feet; thence North 87° 57' 12" East, parallel with the South line of said Northwest 1/4, a distance of 390.48 feet; thence North 01° 24' 41" West, parallel with the West line of said Northwest 1/4, a distance of 59.97 feet; thence North 88° 35' 19" East a distance of 13.55 feet; thence Northeasterly, on a curve to the left having a radius of 775 feet and a central angle of 10° 40' 26", for a distance of 144.38 feet; thence North 77° 54' 54" East a distance of 8.62 feet; thence North 12° 05' 06" West a distance of 11.66 feet; thence Northerly, on a curve to the right having a radius of 225 feet and a central angle of 10° 40' 29", for a distance of 41.92 feet; thence North 01° 24' 41" West, parallel with the West line of said Northwest 1/4, a distance of 208.43 feet; thence Northwesterly, on a curve to the left having a radius of 60 feet and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence Northerly and Easterly, on a curve to the right having an initial tangent bearing of North 40° 48' 43" West, a radius of 50 feet, and a central angle of 158° 48' 04", for a distance of 138.58 feet;

thence Easterly, on a curve to the left having an initial tangent bearing of South 62° 00' 39" East, a radius of 60 feet, and a central angle of 39° 24' 01", for a distance of 41.26 feet; thence North 78° 35' 19" East a distance of 17.28 feet; thence North 11° 24' 41" West a distance of 219.14 feet; thence Northwesterly, along the centerline of the abandoned Kansas City Northern Railroad, on a curve to the right having an initial tangent bearing of North 44°

	<p>03' 57" East, a radius of 1,889.10 feet, and a central angle of 43° 53' 23", for a distance of 1,447.09 feet; thence North 87° 57' 18" East, continuing along said abandoned railroad centerline, a distance of 720.47 feet to a point on the West line of said Northeast ¼; thence continuing North 87° 57' 18" East, along said abandoned railroad centerline, a distance of 158.78 feet; thence South 01° 58' 00" East a distance of 80.83 feet; thence Southwesterly, on a curve to the right having a radius of 250 feet and a central angle of 20° 58' 43", for a distance of 91.54 feet; thence South 19° 00' 43" West a distance of 29.43 feet; thence Southeasterly, on a curve to the right having an initial tangent bearing of South 70° 59' 17" East, a radius of 350 feet, and a central angle of 24° 15' 07", for a distance of 148.15 feet; thence South 46° 44' 10" East a distance of 101.66 feet; thence South 43° 15' 50" West a distance of 71.00 feet; thence Southwesterly, on a curve to the right having a radius of 800 feet and a central angle of 11° 09' 36", for a distance of 155.82 feet; thence South 54° 25' 26" West a distance of 118.23 feet; thence Southwesterly, on a curve to the left having a radius of 425 feet and a central angle of 10° 59' 03", for a distance of 81.48 feet to a point on the East line of said Northwest ¼; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 43° 26' 23" West, a radius of 425 feet, and a central angle of 45° 25' 58", for a distance of 337.00 feet; thence South 01° 59' 35" East a distance of 50.33 feet; thence Westerly, on a curve to the left having an initial tangent bearing of South 88° 00' 25" West, a radius of 1,120 feet, and a central angle of 08° 41' 50", for a distance of 170.01 feet; thence North 10° 41' 25" West a distance of 30.00 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 79° 18' 35" West, a radius of 1,150 feet, and a central angle of 20° 56' 58", for a distance of 420.48 feet; thence South 58° 21' 38" West a distance of 401.22 feet; thence South 40° 17' 40" East a distance of 740.35 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of South 54° 14' 19" West, a radius of 500 feet, and a central angle of 10° 39' 01", for a distance of 92.94 feet; thence South 43° 35' 19" West a distance of 18.32 feet to a point on the North line of said Southwest ¼; thence continuing South 43° 35' 19" West a distance of 128.87 feet; thence Southwesterly, on a curve to the left having a radius of 300 feet and a central angle of 21° 57' 14", for a distance of 114.95 feet; thence North 68° 21' 57" West a distance of 109.48 feet; thence South 87° 57' 12" West, parallel with the North line of said Southwest ¼, a distance</p>		
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		<p>of 970.00 feet; thence North 02° 02' 48" West a distance of 140.12 feet to a point on the South line of said Northwest ¼; thence continuing North 02° 02' 48" West a distance of 360.33 feet; thence South 88° 35' 04" West a distance of 131.55 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of South 37° 16' 00" West, a radius of 80 feet, and a central angle of 29° 17' 59", for a distance of 40.91 feet; thence South 01° 24' 41" East, parallel with the West line of said Northwest ¼, a distance of 338.00 feet to a point on the South line of said Northwest ¼; thence South 87° 57' 12" West, along the South line of said Northwest ¼, a distance of 403.91 feet; thence North 01° 24' 41" West, parallel with the West line of said Northwest ¼, a distance of 167.93 feet; thence South 88° 35' 08" West a distance of 186.11 feet to the POINT OF BEGINNING,</p> <p>ALSO LESS</p> <p>A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 816.35 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST PERPENDICULAR TO SAID WEST LINE A DISTANCE OF 390.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST PARALLEL TO SAID WEST LINE A DISTANCE OF 294.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE ABANDONED KANSAS CITY NORTHERN RAILROAD; THENCE SOUTH 88 DEGREES 36 MINUTES 13 SECONDS WEST A DISTANCE OF 69.52 FEET TO THE CENTER LINE OF SAID ABANDONED RAILROAD; THENCE NORTH 42 DEGREES 34 MINUTES 14 SECONDS EAST ALONG SAID CENTER LINE A DISTANCE OF 378.32 FEET; THENCE EASTERLY CONTINUING ALONG SAID CENTER LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1889.10 FEET, A CENTRAL ANGLE OF 01 DEGREE 36 MINUTES 11 SECONDS, A DISTANCE OF 52.85 FEET; THENCE SOUTH 11 DEGREES 24 MINUTES 41 SECONDS</p>		
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EAST A DISTANCE OF 219.14 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 17.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECONDS, A DISTANCE OF 41.26 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, WHOSE INITIAL TANGENT BEARING IS NORTH 62 DEGREES 00 MINUTES 39 SECONDS WEST, A DISTANCE OF 138.58 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECONDS, WHOSE INITIAL TANGENT BEARING IS SOUTH 40 DEGREES 48 MINUTES 42 SECONDS, A DISTANCE OF 41.26 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 41 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 208.43 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, A DISTANCE OF 41.92 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 11.66 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 54 SECONDS WEST A DISTANCE OF 8.62 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, A DISTANCE OF 144.38 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 13.55 FEET TO THE POINT OF BEGINNING, AND ALSO LESS:

Part of the Northwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., more particularly described as follows:  
 Commencing at the Southwest corner of said Northwest 1/4; thence North 87° 57' 12" East along the South line of said Northwest 1/4, a distance of 1985.42 feet; thence North 43° 35' 19" East a distance of 18.32 feet; thence Northeasterly on a curve to the right, having a radius of 500 feet, for a distance of 92.94 feet to THE POINT OF BEGINNING; thence North 40° 17' 40" West a distance of 740.35 feet; thence North 58° 21' 38" East a distance of

401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1150 feet, for a distance of 420.48 feet; thence South 10° 41' 25" East a distance of 296.61 feet; thence South 40° 11' 24" East a distance of 250.30 feet; thence South 28° 54' 28" East a distance of 62.87 feet; thence South 18° 43' 42" East a distance of 73.43 feet; thence South 03° 28' 46" East a distance of 47.40 feet; thence South 17° 41' 20" West a distance of 145.00 feet; thence North 72° 18' 40" West 65.03 feet; thence Westerly, on a curve to the left, having a radius of 350 feet for a distance of 308.54 feet; thence South 57° 10' 46" West a distance of 129.00 feet; thence Southwesterly, on a curve to the left, having a radius of 500 feet, for a distance of 25.66 feet to the point of beginning, deeded to UNIFIED SCHOOL DISTRICT NO 458 by Quit Claim Deed dated July 10, 2008 and recorded July 10, 2008 by Document No. 2008R06940

**AND ALSO LESS ANY PART THEREOF TAKEN, USED OR CONVEYED FOR ROAD OR STREET PURPOSES**

Specifically excluding from the foregoing description the following descriptions of those portions of a tract of land described in a Statutory Warranty Deed-File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271, lying outside of a tract of land described in the City of Basehor, Kansas, Improvement District, Resolution No. 2008-07, property to be assessed for Sewer Improvements, as adopted by the governing body of the City of Basehor, Kansas, on July 7, 2008.

All that part of the Northeast Quarter of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, and being a part of a tract of land described in a Statutory Warranty Deed- File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271, being described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 35; thence South along the East line of the Northeast Quarter of said Section 35 a distance of 1,832.90 feet to the Point of Beginning; thence West 933.44 feet to the East line of a tract of land described in the City of Basehor, Kansas, Improvement District, Resolution No. 2008-07, property to be assessed for Sewer Improvements, as adopted by the governing body of the City of

<p>157-35-0-00-00-009.01-0</p>	<p>Basehor, Kansas, on July 7, 2008; thence South, along the East line of property to be assessed for Sewer Improvements, as adopted by the governing body of the City of Basehor, Kansas, Resolution No. 2008-07, a distance of 60.00 feet; thence East, departing the East line of property to be assessed for Sewer Improvements, as adopted by the governing body of the City of Basehor, Kansas, Resolution No. 2008-07, a distance of 933.44 feet to the East line of said Northeast Quarter of said Section 35; thence North, along the East line of the Northeast Quarter of said Section 35, a distance of 60.00 feet to the Point of Beginning. Containing 56,006 square feet or 1.286 acres, more or less. Also: All of "Tract 4" of said Statutory Warranty Deed - File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271, being recorded and described as follows: A Tract of land in the Southwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., described as follows: Beginning at a point 30 feet East and 420 feet South of the West 1/4 corner of said Section 35; running thence East 150 feet to a point; running thence South 145 feet to a point; running thence West 150 feet to a point; running thence North 145 feet to the point, the place of beginning. Containing 21,750 square feet or .499 acres, more or less. The distances and bearings used in this description were taken from a Statutory Warranty Deed-File No. 2734, recorded on September 22, 2011, with the Leavenworth County Register of Deeds Office as Document Number 2011R07271.</p>	<p>\$207,218.04</p>	<p>\$33,804.94</p>	<p>\$241,022.98</p>
<p>157-35-0-00-00-009.01-0</p>	<p>Part of the Northwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., more particularly described as follows: Commencing at the Southwest corner of said Northwest 1/4; thence North 87° 57' 12" East along the South line of said Northwest 1/4, a distance of 1985.42 feet; thence North 43° 35' 19" East a distance of 18.32 feet; thence Northeasterly on a curve to the right, having a radius of 500 feet, for a distance of 92.94 feet to THE POINT OF BEGINNING; thence North 40° 17' 40" West a distance of 740.35 feet; thence North 58° 21' 38" East a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1150 feet, for a distance of 420.48 feet; thence South 10° 41' 25" East a distance of 296.61 feet; thence South 40° 11' 24" East a distance of 250.30</p>	<p>\$207,218.04</p>	<p>\$33,804.94</p>	<p>\$241,022.98</p>

Various	<p>feet; thence South 28° 54' 28" East a distance of 62.87 feet; thence South 18° 43' 42" East a distance of 73.43 feet; thence South 03° 28' 46" East a distance of 47.40 feet; thence South 17° 41' 20" West a distance of 145.00 feet; thence North 72° 18' 40" West 65.03 feet; thence Westerly, on a curve to the left, having a radius of 350 feet for a distance of 308.54 feet; thence South 57° 10' 46" West a distance of 129.00 feet; thence Southwesterly, on a curve to the left, having a radius of 500 feet, for a distance of 25.66 feet to the point of beginning, deeded to UNIFIED SCHOOL DISTRICT NO 458 by Quit Claim Deed dated July 10, 2008 and recorded July 10, 2008 by Document No. 2008R06940</p>			
	<p>A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 816.35 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST PERPENDICULAR TO SAID WEST LINE A DISTANCE OF 390.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST PARALLEL TO SAID WEST LINE A DISTANCE OF 294.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE ABANDONED KANSAS CITY NORTHERN RAILROAD; THENCE SOUTH 88 DEGREES 36 MINUTES 13 SECONDS WEST A DISTANCE OF 69.52 FEET TO THE CENTER LINE OF SAID ABANDONED RAILROAD; THENCE NORTH 42 DEGREES 34 MINUTES 14 SECONDS EAST ALONG SAID CENTER LINE A DISTANCE OF 378.32 FEET; THENCE EASTERLY CONTINUING ALONG SAID CENTER LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1889.10 FEET, A CENTRAL ANGLE OF 01 DEGREE 36 MINUTES 11 SECONDS, A DISTANCE OF 52.85 FEET; THENCE SOUTH 11 DEGREES 24 MINUTES 41 SECONDS EAST A DISTANCE OF 219.14 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 17.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A</p>	\$1,479,046.69	\$241,287.32	\$1,720,334.01

			<p>RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECONDS, A DISTANCE OF 41.26 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 158 DEGREES 48 MINUTES 04 SECONDS, WHOSE INITIAL TANGENT BEARING IS NORTH 62 DEGREES 00 MINUTES 39 SECONDS WEST, A DISTANCE OF 138.58 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 39 DEGREES 24 MINUTES 01 SECONDS, WHOSE INITIAL TANGENT BEARING IS SOUTH 40 DEGREES 48 MINUTES 42 SECONDS, A DISTANCE OF 41.26 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 41 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 208.43 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 29 SECONDS, A DISTANCE OF 41.92 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 11.66 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 54 SECONDS WEST A DISTANCE OF 8.62 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 26 SECONDS, A DISTANCE OF 144.38 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 13.55 FEET TO THE POINT OF BEGINNING.</p> <p>LESS:</p> <p>Part of the Northwest 1/4 of Section 35, Township 10 South, Range 22 East of the Sixth P.M., more particularly described as follows:</p> <p>Commencing at the Southwest corner of said Northwest 1/4; thence North 87° 57' 12" East along the South line of said Northwest 1/4, a distance of 1985.42 feet; thence North 43° 35' 19" East a distance of 18.32 feet; thence Northeasterly on a curve to the right, having a radius of 500 feet, for a distance of 92.94 feet to THE POINT OF BEGINNING; thence North 40° 17' 40" West a distance of 740.35 feet; thence North 58° 21' 38" East a distance of 401.22 feet; thence Northeasterly, on a curve to the right having a radius of 1150 feet, for a distance of 420.48 feet; thence South 10° 41' 25" East a distance of 296.61 feet; thence South 40° 11' 24" East a distance of 250.30</p>
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	<p>feet; thence South 28° 54' 28" East a distance of 62.87 feet; thence South 18° 43' 42" East a distance of 73.43 feet; thence South 03° 28' 46" East a distance of 47.40 feet; thence South 17° 41' 20" West a distance of 145.00 feet; thence North 72° 18' 40" West 65.03 feet; thence Westerly, on a curve to the left, having a radius of 350 feet for a distance of 308.54 feet; thence South 57° 10' 46" West a distance of 129.00 feet; thence Southwesterly, on a curve to the left, having a radius of 500 feet, for a distance of 25.66 feet to the point of beginning, deeded to UNIFIED SCHOOL DISTRICT NO 458 by Quit Claim Deed dated July 10, 2008 and recorded July 10, 2008 by Document No. 2008R06940</p> <p>AND ALSO LESS ANY PART THEREOF TAKEN, USED OR CONVEYED FOR ROAD OR STREET PURPOSES, TO INCLUDE THE TRACT DEEDED TO THE CITY OF BASEHOR DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 26, 2010 AS DOCUMENT NO. 2010R08977.</p>			
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City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 7

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**Topic:** Fireworks stand permit fee

**Action Requested:** Waive the \$500.00 permit fee established by Ord. 549

**Narrative:** In February 2009 the City adopted Ord. #549, which established a permit fee of \$500.00 for having a fireworks stand within the city limits. Under section 7-305 the ordinance states that permit fees for non-profit organizations may be waived at the discretion of and upon approval of the governing body. The Basehor Linwood High School Marching Band is a non-profit organization and is planning on using the money made from the sale of the fireworks to purchase uniforms, maintain their trailer and for future travel. The band group is asking for council's approval to waive the permit fee of \$500.00

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

**Administration Recommendation:** Councils decision

**Committee Recommendation:** N/A

**Attachments:** Ord. #549

**Projector needed for this item?**

No

2-27-09  
C/O

(First published in *Basehor Sentinel* February 26, 2009)

ORDINANCE NO. 549

AN ORDINANCE AMENDING CHAPTER VII, ARTICLE 3, SECTION 7-305 CONCERNING FIREWORKS, OF THE CODE OF THE CITY OF BASEHOR, KANSAS. SAID SECTIONS CONCERNING FIREWORKS SHALL BE AMENDED AS FOLLOWS:

Be it ordained by the Governing Body of the City of Basehor, Kansas:

Section 1. That Article 3 Section 7-305 shall be repealed and the following new Section 7-305 shall be inserted as adopted:

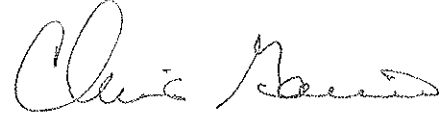
- 7-305. PERMIT FOR SALE OF FIREWORKS REQUIRED; FEE; ISSUANCE. (a) It shall be unlawful for any person to sell, display for sell, offer to sell or give away any type of fireworks within the city without first paying a fee of \$500.00 per establishment or premises to the city clerk and applying for and securing a permit therefore on or before June 25<sup>th</sup> of the permit year. The application shall be approved by the fire chief before the license shall be issued. Permit fees for non-profit organizations may be waived at the discretion of and upon approval of the governing body.
- (b) No permit shall be issued for any location where retail sales are not permitted under the zoning laws. Prior to the issuance of the permit, an inspection will be made of the applicant's facility for compliance with this chapter and other pertinent laws, and no permit shall be issued for any premises not in compliance with such laws. Upon qualifying for the permit, the permittee shall prominently display the permit and the hours of discharge and the penalties for non compliance at the establishment or premises where fireworks are to be sold or displayed for sale. The permit fee shall not be refundable upon failure to qualify for the permit or withdrawal or cancellation of the application or permit.
- (c) **No permit shall be approved unless the applicant furnished a certificate of an occurrence, and not claims made, public liability insurance policy for the display in a minimum amount of \$1,000,000, written by an insurance carrier licensed to do business in Kansas, conditioned as being non-cancelable except by giving 10-days advance written notice to the City Clerk.**
- (d) **No permit shall be approved unless the applicant furnished a tax clearance from the Department of Revenue ensuring prior year sales taxes if owed are paid.**

Section 2. REPEAL. To the extent any other Ordinance of the City of Basehor which is inconsistent herewith, the same is repealed.

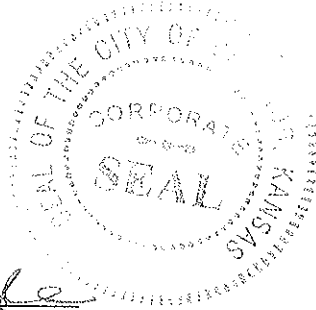
Section 3. EFFECTIVE DATE. That this ordinance shall take effect and be in force from and after its passage, approval, and publication in the *Basehor Sentinel*, the official newspaper of the City of Basehor, Kansas.



PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF  
BASEHOR, KANSAS, ON THIS 17th DAY OF February, 2009.



Chris Garcia, Mayor

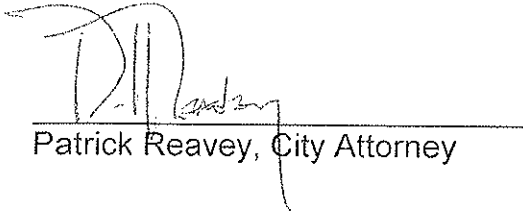


Attest:



Mary A. Mogle, City Clerk

Approved as to content:



Patrick Reavey, City Attorney



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 8

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**Topic:** Resolution 2012-9 – Amendment to Personnel Manual

**Action Requested:** Approve resolution 2012-9 – Amendment to Personnel Manual.

**Narrative:** In August 2011, the Basehor City Council passed Resolution 2011-9 amending sections G-2 (Employer provided deferred compensation benefits) and G-11c (current contributions for health care program) of the personnel manual. The change to G-11c placed maximum contributions for the City's participation for the health care benefits. The approval of resolution 2012-9 will amend the personnel manual to show that the City's contribution for health care benefits will be 100% of the employee's health care premiums and 50% for qualified dependent/spouse health care premiums. This includes medical, dental and vision benefits.

**Presented by:**

Lloyd Martley, Interim City Administrator, Corey Swisher, City Clerk/Finance Director

**Administration Recommendation:**

Approve Resolution 2012-9 Amendments to Personnel Manual.

**Committee Recommendation:**

N/A

**Attachments:**

Resolution 2012-9

**Projector needed for this item?**

No

**RESOLUTION NO. 2012-9**

**A RESOLUTION APPROVING AN AMENDMENT TO SECTION G-11 OF THE CITY'S PERSONNEL MANUAL PROVIDING FOR THE EMPLOYEE HEALTH CARE PROGRAM FOR THE EMPLOYEES OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS**

**WHEREAS**, the Governing Body of the City of Basehor, Kansas, adopted a compilation of written personnel policies, procedures and guidelines for employees of Basehor, Kansas, known as the Personnel Manual and effective August 1, 2010; and

**WHEREAS**, Section A-8 of the Personnel Manual allows for the amendment of its policies via resolution; and

**WHEREAS**, Section G-11 was amended in 2011 with the adoption of Resolution No. 2011-9 to provide a cap to the City's contribution to employee health care insurance premiums; and

**WHEREAS**, the City Council has determined the need to remove the cap on the City's contribution for employee health care insurance premiums.

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

**Section 1:** That Section G-11(c) of the Personnel Manual be amended to read as follows with the deletion of the stricken text:

**G-11. Health Care Program.**

- (c) Currently the City contributes one-hundred percent (100%) of the employee's health care insurance, dental insurance, and vision insurance premium and fifty percent (50%) of qualified dependent/spouse health care insurance, dental insurance, and vision insurance premiums. Beginning 7/1/2012, the City's participation shall not exceed the following monthly amounts:

<u>Employee</u>	<u>\$375</u>
<u>Employee/Child</u>	<u>\$540</u>
<u>Employee/Spouse</u>	<u>\$565</u>
<u>Employee/Dependents</u>	<u>\$730</u>

**ADOPTED** by the Governing Body this 18th day of June, 2012.

**SIGNED** by the Mayor this 18th day of June, 2012.

**SEAL**

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David Breuer, Mayor

ATTEST:

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Corey Swisher, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marciano, City Attorney



# The City of Basehor

June 4, 2012

To: All City of Basehor Employees

From: Administration

Ref: 2012-2013 Health Benefits

The City of Basehor renews employee health benefits (BCBS, Vision, STD/LTD and Dental) on July 1<sup>st</sup> each year. Any employee wanting to make benefit changes to their account may do so during the open enrollment period which will take place from June 1 to June 15. If you would like to make any changes please let me know during this time frame.

As expected there were slight increases to some of the 2012/2013 health benefit plans. The new rates are as follows and will become effective July 1, 2012.

1. Blue Cross Blue Shield – Option 1 with \$500 dollar deductible
  - a. No change for employees under the single plan
  - b. Employee/Spouse will increase \$3.78 per pay period
  - c. Employee/Children will increase \$5.81 per pay period
  - d. Family will increase \$9.60 per pay period

This is an average health insurance increase of 4.5% while most cities similar to Basehor increased by an average of 9%.

2. Delta Dental
  - a. No change for employees under the single plan
  - b. Employee/Spouse, Employee/Children, Family, will decrease \$12.50 per pay period
3. Vision
  - a. No increase for employees under the single plan
  - b. Employee/Spouse will decrease \$1.88 per pay period
  - c. Employee/Children will decrease \$1.98 per pay period
  - d. Family will decrease \$5.10 per pay period
4. STD/LTD
  - e. No increase

If you have any questions, please contact me directly at 724-3397.

Lloyd Martley  
Interim City Administrator/Chief of Police

2620 N. 155<sup>th</sup> Street  
P.O. Box 406  
Basehor, KS 66007-0406

913-724-1370  
FAX 913-724-3388  
www.cityofbasehor.org

BCBS of Kansas - Health Ins. Triple Option 2012-2013 Effective 7/1/12

Option 1

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	\$359.20	\$359.20	\$0.00	\$0.00
Emp/Spouse	\$771.38	\$565.29	\$206.09	\$103.05
Emp/Children	\$726.82	\$543.01	\$183.81	\$91.91
Family	\$1,139.01	\$749.11	\$389.91	\$194.96

Option 2

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	\$344.39	\$344.39	\$0.00	\$0.00
Emp/Spouse	\$739.54	\$541.97	\$197.58	\$98.79
Emp/Children	\$696.67	\$520.53	\$176.14	\$88.07
Family	\$1,091.82	\$718.11	\$373.72	\$186.86

Option 3

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	\$331.63	\$331.63	\$0.00	\$0.00
Emp/Spouse	\$712.12	\$521.88	\$190.25	\$95.13
Emp/Children	\$670.69	\$501.16	\$169.53	\$84.77
Family	\$1,051.18	\$691.41	\$359.78	\$179.89

Midwest Public Risk - Dental Premiums & Employee Deductions 2012-2013 Effective 7/1/12

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	\$33.00	\$33.00	\$0.00	\$0.00
Emp/Spouse	\$83.00	\$58.00	\$25.00	\$12.50
Emp/Children	\$83.00	\$58.00	\$25.00	\$12.50
Family	\$83.00	\$58.00	\$25.00	\$12.50



Vision Service Plan - Premiums & Employee Deductions 2012-2013 Effective 7/1/12

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee	
				Responsibility	Deduction per pay Period
Single	\$12.48	\$12.48	\$0.00	\$0.00	\$0.00
Emp/Spouse	\$19.97	\$16.22	\$3.75	\$1.88	\$1.88
Emp/Children	\$20.38	\$16.43	\$3.95	\$1.98	\$1.98
Family	\$32.86	\$22.67	\$10.19	\$5.10	\$5.10

BCBS of Kansas - Health Ins. Triple Option 2011-2012 Effective 7/1/11

Option 1

Coverage	Invoice total per plan	Employer		Employee Deduction per pay	
		Responsibility	Employee Responsibility	Employee Responsibility	Period
Single	\$346.18	\$346.18	\$0.00	\$0.00	\$0.00
Emp/Spouse	\$743.23	\$544.71	\$198.53	\$99.27	\$99.27
Emp/Children	\$690.57	\$518.38	\$172.20	\$86.10	\$86.10
Family	\$1,087.63	\$716.91	\$370.73	\$185.36	\$185.36

Option 2

Coverage	Invoice total per plan	Employer		Employee Deduction per pay	
		Responsibility	Employee Responsibility	Employee Responsibility	Period
Single	\$329.86	\$329.86	\$0.00	\$0.00	\$0.00
Emp/Spouse	\$708.13	\$519.00	\$189.14	\$94.57	\$94.57
Emp/Children	\$657.89	\$493.88	\$164.02	\$82.01	\$82.01
Family	\$1,036.17	\$683.02	\$353.16	\$176.58	\$176.58

Option 3

Coverage	Invoice total per plan	Employer		Employee Deduction per pay	
		Responsibility	Employee Responsibility	Employee Responsibility	Period
Single	\$316.72	\$316.72	\$0.00	\$0.00	\$0.00
Emp/Spouse	\$679.89	\$498.31	\$181.59	\$90.80	\$90.80
Emp/Children	\$631.58	\$474.15	\$157.43	\$78.72	\$78.72
Family	\$994.77	\$655.75	\$339.03	\$169.52	\$169.52

Vision Service Plan - Premiums & Employee Deductions 2011-2012 Effective 7/1/11

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee	
				Deduction per pay Period	Period
Single	\$12.48	\$12.48	\$0.00	\$0.00	\$0.00
Emp/Spouse	\$19.97	\$12.48	\$7.49	\$3.75	\$3.75
Emp/Children	\$20.38	\$12.48	\$7.90	\$3.95	\$3.95
Family	\$32.86	\$12.48	\$20.38	\$10.19	\$10.19

Midwest Public Risk - Dental Premiums & Employee Deductions 2011-2012 Effective 7/1/11

Coverage	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	\$31.00	\$31.00	\$0.00	\$0.00
Emp/Spouse	\$79.00	\$31.00	\$48.00	\$24.00
Emp/Children	\$79.00	\$31.00	\$48.00	\$24.00
Family	\$79.00	\$31.00	\$48.00	\$24.00

## RATE COMPARISON FOR CITY OF BASEHOR

### OPTION 1

<u>MONTHLY PREMIUMS:</u>	<u>EMPLOYEE</u>	<u>EMP/CH</u>	<u>EMP/SPOUSE</u>	<u>EMP/DEPS</u>
CURRENT PREMIUMS EFFECTIVE 7/01/11:	\$346.18	\$690.57	\$743.23	\$1,087.63
RENEWAL PREMIUMS EFFECTIVE 7/01/12:	<u>\$359.20</u>	<u>\$726.82</u>	<u>\$771.38</u>	<u>\$1,139.01</u>
Total Adjustment	\$13.02	\$36.25	\$28.15	\$51.38
% Adjustment	3.8%	5.2%	3.8%	4.7%


### OPTION 2

<u>MONTHLY PREMIUMS:</u>	<u>EMPLOYEE</u>	<u>EMP/CH</u>	<u>EMP/SPOUSE</u>	<u>EMP/DEPS</u>
CURRENT PREMIUMS EFFECTIVE 7/01/11:	\$329.86	\$657.89	\$708.13	\$1,036.17
RENEWAL PREMIUMS EFFECTIVE 7/01/12:	<u>\$344.39</u>	<u>\$696.67</u>	<u>\$739.54</u>	<u>\$1,091.82</u>
Total Adjustment	\$14.53	\$38.78	\$31.41	\$55.65
% Adjustment	4.4%	5.9%	4.4%	5.4%

### OPTION 3

<u>MONTHLY PREMIUMS:</u>	<u>EMPLOYEE</u>	<u>EMP/CH</u>	<u>EMP/SPOUSE</u>	<u>EMP/DEPS</u>
CURRENT PREMIUMS EFFECTIVE 7/01/11:	\$316.72	\$631.58	\$679.89	\$994.77
RENEWAL PREMIUMS EFFECTIVE 7/01/12:	<u>\$331.63</u>	<u>\$670.69</u>	<u>\$712.12</u>	<u>\$1,051.18</u>
Total Adjustment	\$14.91	\$39.11	\$32.23	\$56.41
% Adjustment	4.7%	6.2%	4.7%	5.7%

Premiums are based on an effective date of July 1, 2012 and contract counts of 12 Emp, 4 Emp/Ch, 2 Emp/Sp and 4 Emp/Deps. We reserve the right to re-evaluate should enrollment vary from the census.

	Kansas		
	2012/2013 Standard Rates		
	Active	Cobra	Retiree
<b>Plan A</b>			
Employee	\$592.00	\$603.84	\$740.00
Second Tier	\$1,362.00	\$1,389.24	\$1,703.00
Family	\$1,599.00	\$1,630.98	\$1,999.00
<b>Plan B</b>			
Employee	\$453.00	\$462.06	\$566.00
Second Tier	\$1,042.00	\$1,062.84	\$1,303.00
Family	\$1,224.00	\$1,248.48	\$1,530.00
<b>HDHP</b>			
Employee	\$375.00	\$382.50	\$469.00
Second Tier	\$862.00	\$879.24	\$1,078.00
Family	\$1,012.00	\$1,032.24	\$1,265.00
<b>Retiree Plan R</b>			
Employee	N/A	N/A	\$477.00
Second Tier	N/A	N/A	\$1,099.00
Family	N/A	N/A	\$1,292.00
<b>HMO Option 1</b>			
Employee	\$477.00	\$486.54	\$596.00
Second Tier	\$1,128.00	\$1,150.56	\$1,410.00
Family	\$1,260.00	\$1,285.20	\$1,575.00
<b>HMO Option 2</b>			
Employee	\$444.00	\$452.88	\$555.00
Second Tier	\$1,051.00	\$1,072.02	\$1,314.00
Family	\$1,176.00	\$1,199.52	\$1,470.00
<b>Vision</b>			
Employee	\$7.00	\$7.14	\$9.00
Second Tier	\$14.00	\$14.28	\$18.00
Family	\$20.00	\$20.40	\$25.00
<b>Dental \$1250</b>			
Employee	\$33.00	\$33.66	\$41.00
Family	\$83.00	\$84.66	\$104.00



## Summary of Dental Plan Benefits

### MIDWEST PUBLIC RISK

Group #5226

Effective for July 1, 2012

#### Maximum Contract Benefit Per Person:

The Maximum Benefit for all Covered Services for each Enrollee in any one Contract Year is: One Thousand Two Hundred Fifty Dollars (\$1,250.00). The Contract Year is July 1, 2012 through June 30, 2013.

**\*Preventive Plus** - Benefits for exams, cleanings, x-rays and fluoride treatments do not apply to your individual benefit maximum.

**\*\*Healthy Benefits, Healthy Smile, Healthy You** Patients who are pregnant, diabetic, have a suppressed immune system, have kidney failure or are undergoing dialysis, or have a history of periodontal therapy are eligible for up to two (2) additional cleanings per Contract year. To be eligible for the additional benefits you must complete a Self-Report form which can be found within the Subscriber Connection at [www.deltadentalks.com](http://www.deltadentalks.com) or obtained by contacting Delta Dental of Kansas' customer service at 1-800-234-3375.

The Maximum Benefit for Orthodontic Services for each Enrollee is: One Thousand Two Hundred Fifty Dollars (\$1,250.00) during such person's lifetime. Payment for the Orthodontic Services shall not be included in determining the Maximum Benefit for each Contract Year.

#### Deductible Limitations

Coverage for diagnostic and preventive services is not subject to any deductible amount. For all other covered benefits, the Contract Year deductible is:

\$50 x 3

#### Dependent Ages

Dependents are covered to age twenty-six (26).

#### Benefit % Paid

Delta Dental PPO	Premier	Non-participating		
100%	100%	100%	<b>DIAGNOSTIC &amp; PREVENTIVE</b> (Not subject to deductible)	
100%	100%	100%	<b>Diagnostic:</b>	Includes the following procedures necessary to evaluate existing dental conditions and the dental care required: <ul style="list-style-type: none"> <li>*<b>Oral examinations</b> -- two (2) per Contract year.</li> <li>*<b>Diagnostic x-rays</b> -- bitewing x-rays as required.</li> <li>*<b>Full mouth x-rays or panoramic x-rays</b> -- once (1) in any thirty-six (36) consecutive months.</li> </ul>
100%	100%	100%	<b>Preventive:</b>	Provides for the following: <ul style="list-style-type: none"> <li>*<b>Prophylaxis</b> (Cleanings) - (all types including periodontal maintenance), two** (2) per Contract year.</li> <li>*<b>Topical Fluoride</b> -- once (1) each Contract year for dependent children under age nineteen (19).</li> <li>*<b>Space Maintainers</b> -- once (1) in five (5) years for dependent children under age sixteen (16) and only for premature loss of primary molars (except for accidental injuries).</li> <li>*<b>Sealants</b> -- once (1) per tooth every five (5) years when applied only to permanent molars with no caries (decay) or restorations on the occlusal surface and with the occlusal surface intact.</li> </ul>
100%	100%	100%	<b>Ancillary:</b>	Provides for emergency examinations by the Dentist for the relief of pain as needed.
100%	100%	100%	<b>Brush Biopsy:</b>	To detect oral cancer.
<b>BASIC</b> (Subject to Deductible)				
85%	80%	80%	<b>Oral Surgery:</b>	Provides for simple and surgical extractions.
85%	80%	80%	<b>Regular Restorative:</b>	Provides amalgam (silver) restorations on molars; composite (white) resin restorations on front teeth.
85%	80%	80%	<b>Endodontics:</b>	Includes procedures for root canal treatments and root canal fillings.
85%	80%	80%	<b>Periodontics:</b>	a. Includes procedures for the treatment of diseases of the tissues supporting the teeth. b. Surgical periodontal procedures.
<b>MAJOR</b> (Subject to Deductible)				
55%	50%	50%	<b>Special Restorative:</b>	Crowns, jackets, labial veneers, inlays and onlays when required for restorative purposes, once (1) in five (5) years.
55%	50%	50%	<b>Prosthodontics:</b>	Includes bridges, partial and complete dentures, including repairs and adjustments. A replacement will be covered only once (1) in five (5) years, but not during the first twelve (12) months of coverage.
55%	50%	50%	<b>Oral Surgery:</b>	Provides for oral surgery including pre and post-operative care, except for extractions covered under Basic Services.
<b>ORTHODONTICS</b> (Subject to Deductible)				
50%	50%	50%	<b>Orthodontics:</b>	Includes orthodontic appliances and treatment, interceptive and corrective, for adults and dependent children.

*This is a summary of benefits only and does not bind Delta Dental of Kansas to any coverage. Please refer to the Description of Dental Care Coverage for complete coverage information, including exclusions and limitations. Coverage as described in the employer group's Agreement to Provide Dental Benefits (contract) is binding on all parties and supersedes all other written or oral communications.*

March 31, 2011



CITY OF BASEHOR  
2620 N 155TH ST  
BASEHOR, KS 66007-9250

DEAR MR MARK LOUGHRY:

At VSP Vision Care, we're focused on taking great care of you and your organization. Your satisfaction is our top priority. That's why your VSP plan that expires June 30, 2011 will automatically renew effective July 1, 2011, ensuring your members will continue to enjoy uninterrupted service.

From eyewear selection to provider locations, choice is important. That's why VSP Open Access<sup>SM</sup> provides members the flexibility to use their VSP benefits at any location, including specialty optical boutiques or retail chains. While 95% of our members choose a VSP provider to maximize their benefit, we offer a generous reimbursement schedule for services from all other providers.

Group Name/Number:	CITY OF BASEHOR / 30014536
Renewal Period:	July 1, 2011 - June 30, 2013
Current Plan Frequency:	12 / 12 / 12
Current Copay:	\$25 Total
Current Rates:	\$13.19 / 21.10 / 21.54 / 34.72
Renewal Rates:	\$13.71 / 21.94 / 22.40 / 36.11

We are pleased to offer the following plan frequency and/or copay alternative to the current renewal:

Alternate Plan Frequency:	12 / 12 / 12
Alternate Copay:	\$10 Exam / \$25 Materials
Alternate Renewal Rates:	\$12.48 / 19.97 / 20.38 / 32.86

Should you choose to accept the renewal alternative or wish to explore additional options, your VSP representative shown below will be happy to assist you.

If you elect to renew your current plan, no further action is required. Please consider VSP your long-term partner in helping you maximize your benefit dollars. To learn more about other plans and ways you can enhance your coverage, please contact your VSP representative, Michelle Dolan, at (800) 852-7600.

Central Team

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# Renewal Summary



1133 SW Topeka Blvd, Topeka KS 66629-0001  
 FAX (785)290-0727 or Phone (800)530-5989

Date: April 1, 2012  
 Presented to: City of Basehor  
 BCBSKS rep: Lisa Toyne

Group number: 00097805

Renewal Month July	Current rate	Renewal rate Effective July 1, 2012	Rate guarantee
Basic Term Life	.13/1,000	.13/1,000	1 year
Basic AD&D	.03/1,000	.03/1,000	1 year
Short Term Disability	.22/\$10 unit	.22/\$10 unit	1 year
Long Term Disability	.27% of monthly covered payroll	.27% of monthly covered payroll	1 year

## Quota Requirements – PLEASE FULLY COMPLETE QUESTIONS 1, 2, 3 and 4

1) Your group policy states "Actively at Work or Active Work means to be eligible to be insured, an eligible person must be actively at work performing all of the normal duties of his job at his usual place of employment and working at least the minimum number of hours each week that your group requires for this benefit. ... A Person is eligible to continue to be insured only while he continues on Active Work." This applies to owners, partners, shareholders and individual proprietors as well as regular employees.

Is anyone currently on the billing not Actively at Work? Yes  No  Please tell us who they are and why they are not actively working. \_\_\_\_\_

Failure to accurately report an insured's Active Work status may adversely affect a claim for life insurance.

2) What is the number of employees who have completed the company required waiting period and who regularly work your weekly requirement of 40 hours or more? \_\_\_\_\_ Coverage is not based on enrollment in a health coverage plan.

3) How many employees have rejected coverage by completing and submitting an AICK Waiver? \_\_\_\_\_

4) How many employees are enrolled in coverage with AICK? \_\_\_\_\_

## Authorization

Is your business a (mark if applicable) -  S Corporation  Partnership  Sole Proprietor  LLC

The following disability definition applies to the business types shown above:

Monthly Rate of Basic Earnings for a sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws or shareholders in a S-Corporation means:

- 1) the monthly average of earnings reported as "net earnings from self-employment" for federal income tax purposes for the two tax year(s) just prior to the date of Disability, or over the number of calendar months of employment, if less than this period; and
- 2) contributions you make through a salary reduction agreement with the Employer to:
  - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - b) an executive non-qualified deferred compensation arrangement; or
  - c) a salary reduction arrangement under an IRC Section 125 plan,
 for the same period as above.

Monthly rate of basic earnings does not include dividends, capital gains, and returns of capital.

Please reference your group policy for the exact provisions of your benefits and exclusions. A renewal is not a guarantee of coverage in the absence of timely payment of premium, non-compliance with policy provisions, or the number of insured lives increase or decrease by 10 percent or more. The information provided in the Quota Requirements section is true and complete to the best of my knowledge. I acknowledge inaccuracies in this information may result in termination of coverage. I understand that Advance Insurance Company of Kansas will rely on this information in accepting this renewal for coverage and I will promptly notify them of any changes herein.

Executive contact signature \_\_\_\_\_

Date signed \_\_\_\_\_

# EMPLOYEE BENEFIT

	2010 Actual	2011 Actual	2012 Budget	2012 Estimate	2013 Projected
Beginning of year balance		\$1	\$1,392	\$48,282	\$91,706
<b>REVENUES</b>					
460 Ad Valorem		\$446,021	\$400,000	\$400,000	
461/464 Delinquent		\$6,049	\$750	\$6,000	
MVT		\$0	\$48,486	\$48,486	
RVT		\$0	\$572	\$572	
16/20MVT		\$0	\$1,093	\$1,093	
551 Interest		\$40	\$150	\$150	
675 Transfer From Solid Waste		\$11,085	\$13,373	\$13,373	
672 Transfer From Sewer		\$52,056	\$38,880	\$38,880	
<b>TOTAL REVENUE</b>		\$515,251	\$503,304	\$508,554	\$0
<b>TOTAL AVAILABLE FUNDS</b>		\$515,252	\$504,696	\$556,836	\$91,706
<b>EXPENDITURES</b>					
Neighborhood Revitalization		\$0	\$8,230	\$8,230	
746 Social Security		\$72,481	\$77,100	\$71,000	
747 Medicare		\$16,951	\$18,000	\$16,000	
748 KS Unemployment Tax		\$28,525	\$9,700	\$10,000	
749 Employee Vision		\$3,323	\$4,000	\$3,750	
772 EE Medical		\$134,565	\$160,000	\$150,000	
773 EE Deferred Compensation		\$96,951	\$72,000	\$64,000	
737 Work Comp		\$22,632	\$36,000	\$40,000	
778 EE Dental Insurance		\$6,882	\$9,700	\$9,900	
786 KS Police/Fireman		\$72,654	\$87,000	\$85,000	
744 Short Term Disability		\$3,186	\$3,800	\$3,500	
746 Long Term Disability		\$2,697	\$3,100	\$2,800	
740 Life and AD&D		\$808	\$1,000	\$950	
742 Payroll Vendor		\$5,327	\$0	\$0	
<b>TOTAL EXPENDITURES</b>		\$466,982	\$489,630	\$465,130	\$0
<b>UNRESERVED CASH BALANCE</b>		\$48,270	\$15,066	\$91,706	\$91,706

## MILL LEVY INFORMATION

	2012	2013
FUND REQUIREMENTS	\$400,000	\$0
ADD FOR DELINQUENT TAXES	7%	7%
TOTAL AD VALOREM	\$428,000	\$0
RATE OF LEVY IN MILLS	8.590	0.000

KSA 12-16, 102 authorizes the establishment of an employee benefit fund. KSA 79-2930 allows up to an additional 5% for delinquent taxes over the actual delinquency rate. The cost of employee benefits for all City employees are included in one fund to allow a clear reporting of the total cost to the City of providing those benefits.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 9

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**Topic:** Planning Commission Appointment

**Action Requested:** Appoint Tracey J. Hannah to the Planning Commission. Currently, there is one vacancy on the Planning Commission.

**Attachments:**  
Tracey J. Hannah's Application (3 pages)

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

NAME: Tracey J. Hannah

ADDRESS: 1000

DAY TIME PHONE NUMBER: 781-333-1111 EVENING PHONE NUMBER: 781-333-1111

E-MAIL ADDRESS: tracey.hannah@basehor.com

PLACE OF EMPLOYMENT: CommunityAmerica Credit Union

HOW LONG HAVE YOU BEEN A RESIDENT OF BASEHOR? approx. 5 years

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

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? 5-10 hours

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

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

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF BASEHOR. My parents were actively involved in my community growing up, and instilled in me the need to give my time to the community that surrounds me. I have truly come to love the Basehor Community, and everything it offers. I would be honored to serve the city of Basehor and its citizens in a more official capacity, and hope to have a part in overseeing its growth.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY.

MOCSA – Metropolitan Organization to Counter Sexual Assault  
Jared McDonnell golf tournament at Falcon Lakes  
Current applicant for the Centurions program -- a Kansas City Chamber of Commerce young professionals group  
Della Lamb  
Women's Association of Credit Union Leaders

SIGNATURE: Tracey J. Hannah DATE: 6/4/12

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