Agenda
Basehor City Council
Regular Meeting /Work Session
February 25, 2026 - 6:00 p.m.
Basehor City Hall – 1600 N. 158th St.

1. Roll Call by Mayor Dick Drennon

2. Pledge of Allegiance

3. Moment of Silence

4. Call to Public

Public comment will be allowed at the Mayor's discretion. This is exclusive of items requiring a Public Hearing. Each speaker is limited to three (3) minutes.

As a reminder to the public and City Council members alike, the City Council and staff will not engage in a dialogue or debate with any speaker pertaining to any comments made. Members of the public wishing to speak must keep their comments germane, or relevant, to the specific agenda item before the Council.

Please wait to be recognized by the Mayor. Remember to state your name and address for the record.

2-25-26 Regular Meeting Items

1. Consent Agenda
    a. Minutes **(pgs.3-6)**
    b. Treasurer's Report **(pgs.7-11)**
    c. Ordinance No. 981 – An Ordinance Approving the Rezoning Request PRZ-011-25 By Epic Estate 4, LLC; A Rezoning of Certain Property in Section 10, Township 11, Range 22 Within the City of Basehor, Kansas **(pg.12)**
    d. Ordinance No. 982 – An Ordinance Approving the Rezoning Request PRZ-010-25 By Epic Estates 4, LLC; A Rezoning Of Certain Property In Section 10, Township 11, Range 22 Within the City of Basehor, Kansas **(pg.13)**
    e. Ordinance No. 983 – An Ordinance Approving the Rezoning Request PRZ-012-25 By Epic Estates 4, LLC; A Rezoning Of Certain Property In Section 10, Township 11, Range 22 Within the City of Basehor, Kansas **(pg.14)**
2. Planning Commission Appointment – Jim Hann **(pg.15)**
3. Board of Zoning Appeals Appointment – Lynn Lane **(pg.16)**
4. Public Hearing Basehor Town Center Redevelopment Project Area #2 (Residences on the Boulevard)
5. Ordinance No. 980 – Approving TIF Project Plan for Residences on the Boulevard **(pgs.17-25)**
6. Development Agreement for Residences on the Boulevard **(pgs.26-69)**

7. Resolution 2026-02 – Resolution of Intent – Industrial Revenue Bonds (Residences on the Boulevard) **(pgs.70-80)**
8. City Administrator/Staff Reports
9. Council Members Reports
10. Mayor's Report
11. Executive Session (If Needed)
12. Adjournment of Regular Meeting

<u>2-25-26 Work Session Agenda Items</u>

1. Brush Dump Debris Site 2300 N. 158th St. **(pgs.81-86)**
2. Discarding Grass Clippings and Leaves onto City Roadways and Pedestrian Walking Paths **(pg.87)**
3. Adjournment of Work Session

Copies of the agenda are available for review at Basehor City Hall, 1600 North 158th.St. The viewing televisions for the exterior of the building and lobby will be unavailable and there will be limited seating in Council Chambers.

Minutes
Basehor City Council Regular Meeting 6:00 PM
1600 N. 158th St., Basehor, KS –January 14, 2026

Roll Call Mayor Dick Drennon called the meeting to order at 6:00 p.m. and pledge of allegiance, followed by a moment of silence.

Council Members present in the meeting: Mayor Dick Drennon, Council President Ben Sims, Shari D. Standiferd, Vickie McEnroe, and Michael Roe. Absent: Vernon J. Fields.

City Staff Present in the meeting: City Administrator Leslee Rivarola, Deputy City Administrator Maddie Bouton, Planning & Zoning Director Jim Sherman, Municipal Services Director Gene Myracle, Police Chief Jeff Short, Deputy Chief Brad Todd, and City Clerk Kathy Renn.

Introduction of Deputy Chief – Bradley Todd
City Administrator Lelsee Rivarola welcomed Chief Short to the podium to introduce and say a few words about Deputy Police Chief Bradley Todd and then Chief Short introduced the city clerk, Kathy Renn to administer the oaths for the new Deputy Police Chief, Bradley Todd.

Introduction of Municipal Services Maintenance Worker – William Rogers
Municipal Services Director Gene Myracle introduced William Rogers to City Council as our newest employee to the municipal services department.

Call to Public
The City Council meeting can be viewed by following this link:
https://www.youtube.com/watch?v=1y0L7mI_TBk

1. **Consent Agenda** *(Items to be approved by City Council in one motion, unless objections are raised)*
    a. Ordinance No. 978 – An Ordinance Approving the Rezoning Request PRZ-008-25 by Ad Astra Basehor Property, LLC; A Rezoning of Certain Property In Section 10, Township 11, Range 22 Within the City of Basehor, Kansas
    b. 3rd Amendment to Real Estate Purchase Agreement with Alcove Development

Councilmember Standiferd moved to accept the consent agenda as presented and Councilmember Sims seconded. The motion passed unanimously, 4-0.

2. Election of City Council President
Councilmember McEnroe moved to elect Ben Sims as President of the City Council, who in the absence or disability of the Mayor shall become acting Mayor and remain city council president until January 2028 and Councilmember Roe seconded. The motion passed unanimously, 4-0.

3. Planning Commission Member Appointment
Councilmember Sims moved to approve the appointment of Mr. Dennis Barts to the City of Basehor Planning Commission with term expiring on May 31, 2027 and Councilmember McEnroe seconded. The motion passed unanimously, 4-0.

4. Resolution No. 2026-01 – Setting the Date for a Public Hearing for Consideration of the Residences on the Boulevard Tax Increment Financing (TIF) Project Plan
Councilmember Standiferd moved to approve Resolution 2026-01, setting a date for the public hearing on the Residences on the Boulevard TIF Project Plan and Councilmember Sims seconded. The motion passed unanimously, 4-0.

5. City of Basehor's 2026 Legislative Priorities
Councilmember Standiferd moved to adopt the presented Legislative Priorities for 2026 and to incorporate all feedback received from the Governing Body during the January 14th meeting prior to publication and Councilmember Sims seconded. The motion passed unanimously 4-0.

6. Replacement of Huber Step Screen, Wash Press, Control Panels
Councilmember Standiferd moved approve Fluid Equipment Proposal OP-626243 in the amount of $374,565.00 for one (1) new Huber Fine Step Screen SSF-HE and Councilmember Roe seconded. The motion passed unanimously 4-0.

7. Executive Session – None at this time

8. Adjournment
Councilmember Sims moved to adjourn the regular meeting at 6:41 p.m. and Councilmember Standiferd seconded. Motion passed unanimously, 4-0.

(SEAL)

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Dick Drennon, Mayor

Attest:

____
Katherine M. Renn, City Clerk

Minutes
Basehor City Council Regular Meeting 6:00 PM
1600 N. 158th St., Basehor, KS –January 28, 2026

Roll Call Mayor Dick Drennon called the meeting to order at 6:00 p.m. and pledge of allegiance, followed by a moment of silence.

Council Members present in the meeting: Mayor Dick Drennon, Council President Ben Sims, Shari D. Standiferd, Vickie McEnroe, and Michael Roe. Absent: Vernon J. Fields.

City Staff Present in the meeting: City Administrator Leslee Rivarola, Deputy City Administrator Maddie Bouton, Planning & Zoning Director Jim Sherman, Municipal Services Director Gene Myracle, Police Chief Jeff Short, Deputy Chief Brad Todd, and City Clerk Kathy Renn.

Introduction of Police Clerk – Erin Krauze
Chief Jeff Short introduced Erin Krauze to City Council as our newest employee in the police department as the police clerk.

Call to Public
The City Council meeting can be viewed by following this link:
https://www.youtube.com/watch?v=e-VDLPANei8

1. **Consent Agenda** *(Items to be approved by City Council in one motion, unless objections are raised)*
    a. Minutes
    b. Treasurer's Report
    c. Acceptance of Permanent Utility Easement (Day 3 Development)

Councilmember Standiferd moved to accept the consent agenda as presented and Councilmember Sims seconded. The motion passed unanimously, 4-0.

2. Planning Commission Report on Remand
Councilmember Standiferd moved to approve the rezoning request PRZ-009-25 to R-2 two-family residential district for Ad Astra Basehor Property LLC tract 2. In support of this motion, I adopt by reference the golden criteria evaluation as considered by the planning commission for this item. Please note for the record as part of my motion the Planning Commission recommended approval of this item and Councilmember Sims seconded. The motion passed, 3-1 with Councilmember McEnroe voting no.

3. Executive Session – None at this time

4. Adjournment
Councilmember Standiferd moved to adjourn the regular meeting at 6:39 p.m. and Councilmember Sims seconded. Motion passed unanimously, 4-0.

(SEAL)

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Dick Drennon, Mayor

Attest:

____

Katherine M. Renn, City Clerk

Consent Agenda Item B
Treasurer's Report

CITY OF BASEHOR
NOVEMBER 2026 FINANCIAL SNAPSHOT
% OF FISCAL YEAR COMPLETED - 8.49

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$7,589,814	$2,975,266	$273,478	4%
Sewer	$2,827,500	$236,774	$55,782	2%
Special Drug & Alcohol	$31,750	$56	$1,547	5%
Cedar Lake Maintenance	$45,000	$107	$1,331	3%
Bond & Interest***	$2,513,708	$42,937	$0	0%
Solid Waste	$997,750	$87,664	$8,051	1%
Consolidated Highway	$1,547,455	$143,708	$98	0%
Capital Improvement****	$1,447,036	$64,097	$26,676	2%
Employee Benefit***	$1,723,500	$2,520	$114,221	7%
LCSD#3	$41,000	$116	$0	0%
Parks & Recreation***	$283,100	$2,833	$14,025	5%
COB Land Bank	$0	$0	$0	0%
COB Mayor's Charity Fund	$50,000	$107	$1,950	0%
COB Assistance Fund	$0	$1	$0	0%

***GENERAL fund will make LEVY transfers in Bond & Interest, Employee Benefit and Parks & Recreation.

Department

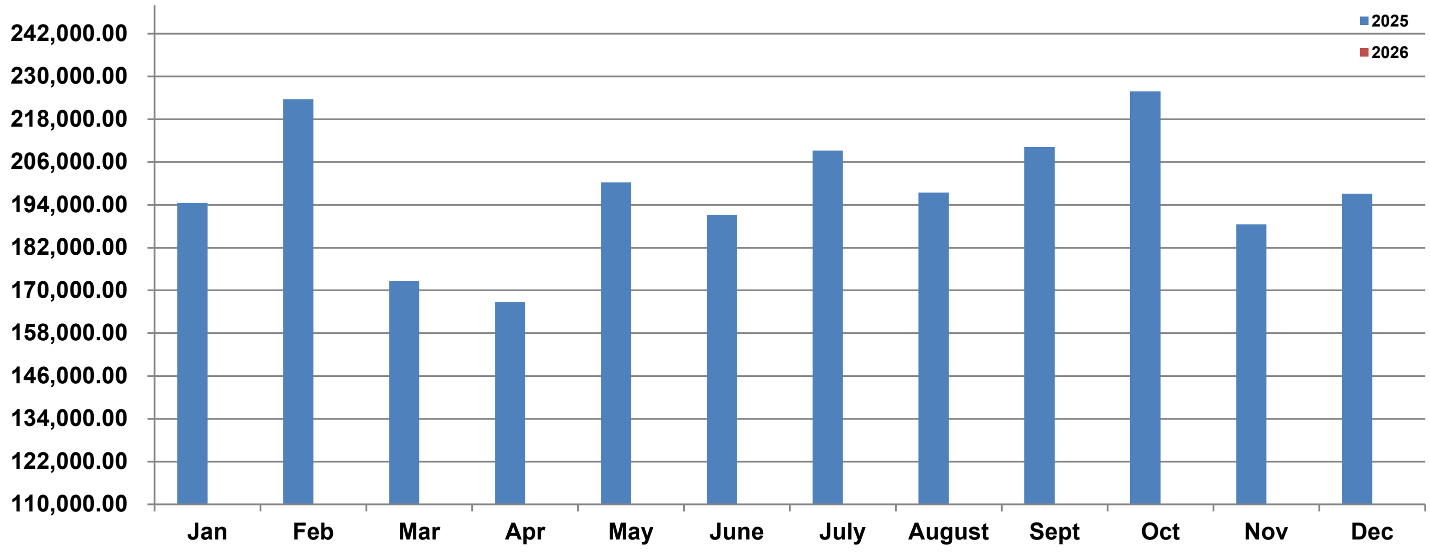
General	Budget	Expenditures	Remaining Balance	% Utilized
Transfers**	$0	$0	$0	#DIV/0!
Administration	$1,330,771	$53,792	$1,276,979	4%
Street	$479,612	$16,113	$463,499	3%
Governing Body	$105,800	$25,250	$80,550	24%
Police	$1,618,101	$120,270	$1,497,831	7%
Facilities	$408,000	$17,139	$390,861	4%
Parks & Rec (payroll)	$150,000	$16,134	$133,866	11%
Miscellaneous	$0	$0	$0	#DIV/0!
HR	$77,000	$2,221	$74,779	3%
Planning	$481,616	$22,558	$459,058	5%

**Transfers-Ad Valorem transfers from General Fund to Bond&Interest, Employee Benefits, & Parks & Recreation

MONTHLY SALES TAX COLLECTIONS 2022-2026 TAX PERIOD: NOVEMBER 2025

	2022	2023	2024	2025	2026	Monthly Diff. '24- '25	% Difference	2024 YTD	2025 YTD	Diff. '24 -'25	% Difference
Jan	156,992.49	168,070.57	184,393.16	194,567.07	212,811.59	18,244.52	8.6%	194,567.07	212,811.59	18,244.52	8.6%
Feb	177,751.60	187,767.05	193,979.37	223,659.76		(223,659.76)	#DIV/0!	418,226.83	212,811.59	-205,415.24	-96.5%
Mar	147,068.35	155,914.75	166,786.46	172,615.97		(172,615.97)	#DIV/0!	590,842.80	212,811.59	-378,031.21	-177.6%
Apr	132,300.21	152,287.84	165,799.40	166,781.97		(166,781.97)	#DIV/0!	757,624.77	212,811.59	-544,813.18	-256.0%
May	168,029.94	180,091.14	187,549.47	200,264.93		(200,264.93)	#DIV/0!	957,889.70	212,811.59	-745,078.11	-350.1%
June	183,242.78	157,150.51	173,800.64	191,235.94		(191,235.94)	#DIV/0!	1,149,125.64	212,811.59	-936,314.05	-440.0%
July	142,613.15	193,325.42	214,382.73	209,247.99		(209,247.99)	#DIV/0!	1,358,373.63	212,811.59	-1,145,562.04	-538.3%
Aug	179,035.45	205,595.60	196,059.81	197,485.58		(197,485.58)	#DIV/0!	1,555,859.21	212,811.59	-1,343,047.62	-631.1%
Sept	226,900.06	157,925.36	189,401.05	210,181.51		(210,181.51)	#DIV/0!	1,766,040.72	212,811.59	-1,553,229.13	-729.9%
Oct	139,820.93	182,926.40	201,380.38	225,829.33		(225,829.33)	#DIV/0!	1,991,870.05	212,811.59	-1,779,058.46	-836.0%
Nov	178,319.31	179,886.39	179,497.81	188,539.20		(188,539.20)	#DIV/0!	2,180,409.25	212,811.59	-1,967,597.66	-924.6%
Dec	181,484.77	170,999.11	195,705.18	197,134.30		(197,134.30)	#DIV/0!	2,377,543.55	212,811.59	-2,164,731.96	-1017.2%
	2,013,559.04	2,091,940.14	2,248,735.46	2,377,543.55	212,811.59	(2,164,731.96)					
2025 TDD	$82,184.15										
2026 TDD	$9,160.27										

2025-2026 Month to Month Comparison



SEWER AND SOLID WASTE BILLING CHARGES
FOR THE MONTH OF:
JANUARY 2026

SEWER AND SOLID WASTE BILLING 2026								
MONTH	SEWER COUNT	SEWER BILLED	AVERAGE SWR BILL	SOL WASTE COUNT	SOL WASTE BILLED	AVERAGE SOL BILL	METER SIZE FLAT FEE IN $$$	TOTAL BILLED FOR THE MONTH
January	3,046	$164,797.45	$54.10	2,990	$79,314.15	$26.53	$29,306.80	$273,418.40
February								$0.00
March								$0.00
April								$0.00
May								$0.00
June								$0.00
July								$0.00
August								$0.00
September								$0.00
October								$0.00
November								$0.00
December								$0.00
TOTAL	3,046	$164,797.45		2,990	$79,314.15		$29,306.80	$273,418.40
AVERAGE	3,046		$54.10	2,990		$26.53		

SOLID WASTE CHARGE INCREASED TO $26.56-BROTHERS CONTRACT
NEW SEWER RATES EFFECTIVE WITH AUGUST BILLING

PREVIOUS YEAR:

SEWER AND SOLID WASTE BILLING 2025								
MONTH	SEWER COUNT	SEWER BILLED	AVERAGE SWR BILL	SOL WASTE COUNT	SOL WASTE BILLED	AVERAGE SOL BILL	METER SIZE N/A IN 2022	TOTAL BILLED FOR THE MONTH
January	2,920	$157,491.30	$53.94	2,874	$74,964.85	$26.08	$27,369.40	$259,825.55
February	2,925	$154,226.94	$52.73	2,881	$75,130.35	$26.08	$27,395.35	$256,752.64
March	2,937	$153,970.28	$52.42	2,893	$75,119.85	$25.97	$27,499.15	$256,589.28
April	2,943	$156,739.87	$53.26	2,894	$75,143.34	$25.97	$27,542.40	$259,425.61
May	2,965	$156,313.63	$52.72	2,887	$75,259.73	$26.07	$27,586.80	$259,160.16
June	2,966	$156,551.17	$52.78	2,916	$75,518.57	$25.90	$27,719.10	$259,788.84
July	2,966	$153,655.15	$51.81	2,918	$75,789.72	$25.97	$27,715.40	$257,160.27
August	2,982	$165,312.19	$55.44	2,936	$77,514.94	$26.40	$28,739.70	$271,566.83
September	3,000	$165,862.01	$55.29	2,945	$77,765.04	$26.41	$28,812.65	$272,439.70
October	3,004	$166,451.48	$55.41	2,954	$78,278.30	$26.50	$28,848.25	$273,578.03
November	3,024	$167,552.76	$55.41	2,971	$78,586.61	$26.45	$29,123.70	$275,263.07
December	3,026	$163,463.62	$54.02	2,973	$78,766.67	$26.49	$29,056.70	$271,286.99
TOTAL	35,658	$1,917,590.40		35,042	$917,837.97		$337,408.60	$3,172,836.97
AVERAGE	2,972		$53.78	2,920		$26.19		

2026 UTILITY ASSISTANCE

MONTH	NUMBER OF RESIDENTS ENROLLED	AMOUNT OF SEWER ASSISTANCE	AMOUNT OF SOLID WASTE ASSISTANCE	TOTAL AMOUNT OF ASSISTANCE
January	10	67.50	75.00	142.50
February	0	(7.50)	0.00	(7.50)
March	0	(7.50)	0.00	(7.50)
April	0	(7.50)	0.00	(7.50)
May	0	(7.50)	0.00	(7.50)
June	0	(7.50)	0.00	(7.50)
July	0	(7.50)	0.00	(7.50)
August	0	(7.50)	0.00	(7.50)
September	0	(7.50)	0.00	(7.50)
October	0	(7.50)	0.00	(7.50)
November	0	(7.50)	0.00	(7.50)
December				0.00
		(7.50)	75.00	67.50

NOTE: Bills are generated at the end of the month and charges are collected the following month
****August new usage is figured

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
01/23/2026	6119(A)	AMER DIG	AMERICAN DIGITAL SECURITY, LLC	REPAIR & SUPPORT/PD	465.00
01/23/2026	6120(A)	BAKER TILL	BAKER TILLY MUNICIPAL ADVISORS INC	SEWER COST OF SVC STUDY	18,808.00
01/23/2026	6121(A)	INFOARMOR	INFOARMOR INC	EMPLOYEE CYBER SECURITY/JANUARY	326.25
01/23/2026	6122(A)	MAVERICK	ROB MARTIN	DISC GOLF BASKETS/DEPOSIT	4,091.50
01/23/2026	6123(A)	OLSSON	OLSSON INC	CONST SVCS THRU 1-3/158TH & PARALLEL	124.61
01/23/2026	6124(A)	TGS	TECHNOLOGY GROUP SOLUTIONS, LLC	1 ADDT'L OFFICE 365 SUBSCRIPTION	115.00
01/23/2026	6125(E)	PITNEY BOW	PITNEY BOWES GLOBAL	POSTAGE METER LEASE-PD/1ST QTR	65.37
01/23/2026	6126(E)	PURCHASE P	PURCHASE POWER	REFILL POSTAGE METER-CH/JANUARY	300.00
01/23/2026	30042	KBI LAB	KANSAS BUREAU OF INVESTIGATION	LAB FEES/CASE #2025-1352	400.00
01/23/2026	30043	KS TREASUR	KANSAS STATE TREASURER	DECEMBER 2025 STATE MANDATED FEED	2,820.52
01/23/2026	30044	RECORD NEW	RECORD NEWS	BUSINESS CARDS/PD	55.00
01/23/2026	30045	TODDS TIR	SKGFRITZ, LLC	KUBOTA LOADER TIRE REPAIR/MSD	20.00
01/23/2026	30046	US AUTOFOR	US VENTURE HOLDINGS, INC	TIRES/PD	690.00
01/27/2026	30047	BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	COMMUNITY ENRICHMENT DONATION	2,500.00
01/30/2026	6128(A)	AMER EQUIP	J & D EQUIPMENT, INC.	POLARIS PLOW/PARKS	5,324.00
01/30/2026	6129(A)	AUSTIN SAL	AUSTIN SALES INC	UTV BLOCK/PARKS	54.99
01/30/2026	6130(A)	BS&A SOFTW	BS&A SOFTWARE	ANNUAL MAINT & SUPPORT	3,628.00
01/30/2026	6131(A)	COOPER, M	MICHIELLE L COOPER	CONTRACT SERVICES/JANUARY	1,500.00
01/30/2026	6132(A)	MILLS TRO	PATTI MCCULLEY	NAME TAGS & NAME PLATES/PD & PC	55.50
01/30/2026	6133(A)	SWANN PAIN	CINDY PRUITT	INTERIOR OFFICE REPAIR & PAINTING/4 PD O	2,120.00
01/30/2026	6134(E)	EMPOWER	GREAT-WEST LIFE & ANNUITY INS CO	401/457 RETIRE CONTRIB	16,772.39
01/30/2026	6135(E)	FIRST STAT	FIRST STATE BANK AND TRUST	WIRE XFER FEE/PAYROLL TAXES	15.00
01/30/2026	6136(E)	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	524.76
01/30/2026	6137(E)	KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	13,596.55
01/30/2026	6138(E)	TX SDU	TX CHILD SUPPORT SDU	PAYROLL DIRECTED DEDUCTION	305.54
01/30/2026	30048	ASAP	KC KANSAS ALCOHOL SAFETY ACTION	DUI EVALUATION	150.00
01/30/2026	30049	BCV	BASEHOR COMMUNITY VOLUNTEERS INC	DONATION/MAYOR'S CHARITY FUND	350.00
01/30/2026	30050	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	471.14
01/30/2026	30051	ENCODE P	ENCODE PLUS	ADD ORD 978	22.00
01/30/2026	30052	KMJA	KANSAS MUNICIPAL JUDGES ASSN	2026 MUNICIPAL JUDGES DUES	25.00
01/30/2026	30053	SHAWNEE FO	SHAWNEE F LLC	PD VEHICLE REPAIRS	1,561.81
01/30/2026	30054	T3 SITEWOR	T3 SITEWORX LLC	HAULING DIRT/BASEHOR CITY PARK	1,112.50
01/30/2026	30055	US AUTOFOR	US VENTURE HOLDINGS, INC	TIRES/PD	652.10
01/31/2026	6157(E)	COMMERCE	COMMERCE	CITYWIDE PURCHASING CARD CHARGES	38,612.79
02/09/2026	6139(E)	EVERGY	EVERGY	ELECTRIC USAGE/CITYWIDE	24,328.93
02/09/2026	6140(A)	AMER EQUIP	J & D EQUIPMENT, INC.	PLOW SHOE KITS/PARKS	370.80
02/09/2026	6141(A)	BROTHERS	BROTHERS DISPOSAL LLC	CITYWIDE TRASH SERVICE/JANUARY	67,706.20
02/09/2026	6142(A)	MAPLES, CH	CHARLES L MAPLES	DRONE PHOTOGRAPHY & VIDEO SERVICES/JAN	500.00
02/09/2026	6143(A)	HUM CAP 2	DENNIS DUMOVICH	MONTHLY HR SUPPORT/FEB	500.00
02/09/2026	6144(A)	GT DIST	GT DISTRIBUTORS, INC	UNIFORMS/PD	471.60
02/09/2026	6145(A)	INDIGO	INDIGO DESIGN, INC	CIVIC CAMPUS DISC GOLF-2	1,050.00
02/09/2026	6146(A)	KUSTOM SIG	KUSTOM SIGNALS INC	CALIBRATION & RECERT/PD	248.76
02/09/2026	6147(A)	LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	2026 MBRSHP/2 KS GOVT JOURNAL	6,969.57
02/09/2026	6148(A)	LV CO HUMA	LV COUNTY HUMANE SOCIETY	CONTRACT CHARGES/DECEMBER	1,470.00
02/09/2026	6149(A)	MAVERICK	ROB MARTIN	DISC GOLF BASKETS/FINAL	4,091.50
02/09/2026	6150(A)	OMNI ENTER	OMNI ENTERPRISES	SHANE PROCTOR SOUND/5-21-26	4,200.00
02/09/2026	6151(A)	PROPIO	PROPIO LS LLC	TRANSLATION SVCS/COURT	8.45
02/09/2026	6152(A)	SEC BK KC	SECURITY BANK OF KANSAS CITY	GH @ PG SOB SPECIAL ASSESSMENT/PH 1 - 5	61,500.00
02/09/2026	6153(A)	SWANK	SWANK MOTION PICTURES, INC	4 MOVIE LICENSES/PARKS & REC	2,200.00
02/09/2026	6154(A)	TANGLEWOOD	TANGLEWOOD PROMOTIONS LLC	3RD THURSDAYS/PAIGE KING 7-16	2,500.00
02/09/2026	6155(A)	TGS	TECHNOLOGY GROUP SOLUTIONS, LLC	MONTHLY IT SUPPORT/FEBRUARY	8,144.25
02/09/2026	6156(A)	VERIZONCON	VERIZON CONNECT FLEET USA LLC	VEHICLE TRACKING/JANUARY	246.35
02/09/2026	30056	BRANDT FAB	BRANDT FABRICATING	DISC GOLF FORMS	261.80
02/09/2026	30057	MISC	DIANE MCKAIN TRUST	REFUND OVERPAYMENT	297.14
02/09/2026	30058	HUBER & AS	HUBER & ASSOCIATES, INC	ENTERPOL LICENSES/PD	10,800.00
02/09/2026	30059	LEAV COOP	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL & FILTER/WWTF & PWD/JANUARY	1,594.23

02/19/2026 CHECK REGISTER FOR CITY OF BASEHOR

CHECK DATE FROM 01/22/2026 - 02/18/2026

Check Date	Check	Vendor	Vendor Name	Description	Amount
02/09/2026	30060	RECORD NEW	RECORD NEWS	BUSINESS CARDS/COURT	4,847.11
02/09/2026	30061	REEVES-WIE	REEVES-WIEDEMAN COMPANY	PVC PIPE/SPLASH PAD	678.80
02/09/2026	30062	STUMBO HAN	STUMBO HANSON, LLP	CITY ATTORNEY SVCS/12-24-25 TO 1-21-26	5,504.05
02/13/2026	6158(E)	ATMOS ENER	ATMOS ENERGY	GAS USAGE/PARKS & REC	634.33
02/13/2026	6159(E)	ATMOS ENER	ATMOS ENERGY	GAS USAGE/MSD	1,759.40
02/13/2026	6160(E)	COMMERCE	COMMERCE	CITYWIDE PURCHASING CARD CHARGES	25,039.48
02/13/2026	6161(E)	EMPOWER	GREAT-WEST LIFE & ANNUITY INS CO	401/457 RETIRE CONTRIB	16,929.57
02/13/2026	6162(E)	EVERGY	EVERGY	ELECTRIC USAGE/CITYWIDE	6,595.34
02/13/2026	6163(E)	INVOICE CL	INVOICE CLOUD	ACCESS FEE, OBD, CC FEES/JANUARY	136.50
02/13/2026	6164(E)	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	524.76
02/13/2026	6165(E)	KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	14,706.72
02/13/2026	6166(E)	MIDCO BUSN	MIDCO BUSINESS	PARKS & REC INTERNET SVC/FEB	4,874.91
02/13/2026	6167(E)	TX SDU	TX CHILD SUPPORT SDU	PAYROLL DIRECTED DEDUCTION	305.54
02/13/2026	6168(E)	VERIZON	VERIZON WIRELESS	CITY STAFF CELL PHONE SVC/FEBRUARY	1,644.53
02/13/2026	6169(E)	WASTE MGMT	WASTE MANAGEMENT	SLUDGE REMOVAL/JANUARY	2,708.24
02/13/2026	6170(E)	WRIGHT EX	WRIGHT EXPRESS	CITY FUEL CHGS/JANUARY	3,759.42
02/13/2026	6171(A)	BG CONSULT	BG CONSULTANTS, INC.	CONSULTING SVCS/CORALBERRY & BTC TRAILS	25,500.00
02/13/2026	6172(A)	COLEMAN	COLEMAN EQUIPMENT INC	POLE PRUNER/PKS & REC	794.99
02/13/2026	6173(A)	DICUS PROF	DICUS PROFESSIONAL SERVICES	WINDOW CLEANING SERVICES-PD/2-10-26	657.00
02/13/2026	6174(A)	GT DIST	GT DISTRIBUTORS, INC	UNIFORM ALTERATIONS/PD	366.90
02/13/2026	6175(A)	HINKLE LAW	HINKLE LAW FIRM LLC	SPECIAL LEGAL SVCS/JANUARY	410.00
02/13/2026	6176(A)	HUTTON	WILLIAM W HUTTON	MUNICIPAL JUDGE SERVICES	660.00
02/13/2026	6177(A)	LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	KOMA TRNG/2 CITY COUNCIL	150.00
02/13/2026	6178(A)	LV CO HUMA	LV COUNTY HUMANE SOCIETY	CONTRACT CHARGES/JANUARY	750.00
02/13/2026	6179(A)	ORTIZ, O	OLIVIA ORTIZ	ASSIGNMENT STIPEND	150.00
02/13/2026	6180(A)	SUTTON LAW	SUTTON LAW OFFICE, PA	CITY PROSECUTOR SERVICES/FEBRUARY	1,452.00
02/13/2026	6181(A)	TALLMAN	TALLMAN AUTO BODY LLC	UNIT 35 REPAIRS/PD	2,657.70
02/13/2026	6182(A)	US ENG SVC	U S ENGINEERING SERVICE LLC	HVAC SERVICE/CH	788.14
02/13/2026	6183(A)	VIQ SOLUT	VIQ SOLUTIONS, INC	PD TRANSCRIPTION	305.04
02/13/2026	30063	BASEHOR HI	BASEHOR HISTORICAL SOCIETY	BUSINESS IMPROVMT GRANT	875.00
02/13/2026	30064	CENTRALSQU	CENTRALSQUARE TECHNOLOGIES LLC	ENTERPOL INTERFACE/ANNUAL SUBSCRIPTION	5,700.00
02/13/2026	30065	GREENTOUCH	CUT-N-EDGE, INC	REPLACE TREES/CIVIC CAMPUS	2,400.00
02/13/2026	30066	IBTS	INSTITUTE FOR BUILDING TECH & SAFTE	INSPECTION SVCS/NOVEMBER 2025	300.00
02/13/2026	30067	KS TREASUR	KANSAS STATE TREASURER	JANUARY 2026 STATE MANDATED FEES	4,446.50
02/13/2026	30068	KELLEY'S G	STACK RESTAURANTS, LLC	BUSINESS IMPRVMT GRANT	2,000.00
02/13/2026	30069	MISC	LOCKE, CRUZ JOSEPH	REIMB OVERPAYMENT OF FINE	5.00
02/13/2026	30070	QUALITY FE	QUALITY FENCE LLC	SPLASH PAD FENCE/CIVIC CAMPUS	3,150.00
02/13/2026	30071	RECORD NEW	RECORD NEWS	COURT SLIPS	245.00
02/13/2026	30072	REEVES-WIE	REEVES-WIEDEMAN COMPANY	SPLASH PAD SUPPLIES	342.25
02/13/2026	30073	SCOTT-M	SCOTT-MERRIMAN INC	TRAFFIC CITATIONS/COURT	1,296.00
02/13/2026	30074	SOS PEST	SOS PEST CONTROL	MONTHLY PEST CONTROL SVC/FOD	255.00

1 TOTALS:	
Total of 97 Checks:	463,400.12
Less 0 Void Checks:	0.00
Total of 97 Disbursements:	463,400.12

Leslee Rivarola 2/19/26
Leslee Rivarola
City Administrator

Katherine M. Renn 2/19/26
Katherine Renn
City Clerk

Shauna Hernandez 2/19/26
Shauna Hernandez
Accounting Technician

ORDINANCE NO. 981

AN ORDINANCE APPROVING THE REZONING REQUEST PRZ-011-25 BY EPIC ESTATES 4, LLC; A REZONING OF CERTAIN PROPERTY IN SECTION 10, TOWNSHIP 11, RANGE 22 WITHIN THE CITY OF BASEHOR, KANSAS

WHEREAS, the Basehor Planning Commission was presented with a rezoning application from Epic Estates 4, LLC requesting the change of zoning for property in Section 10, Township 11, Range 22 in the City of Basehor from R-0 to CP-2; and

WHEREAS, the Planning Commission reviewed the Application and the Staff Report at its meeting on January 13, 2026, upon proper notice required by law and after public hearing and consideration, has determined that the application to rezone should be recommended for approval; and

WHEREAS, the Planning Commission's recommendation of approval was presented to the Governing Body for review on February 11, 2026.

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

Section 1: The City Council has examined the Staff Report on Application PRZ-011-25, and has considered the *Golden* factors in light of the evidence and statements provided, and has determined that the property should be rezoned. Thus, the property is rezoned from R-0 to CP-2. The City's official zoning map and records shall be changed to reflect this rezoning approval.

Section 2: That this ordinance shall take effect and be in force from and after its publication as provided by law.

PASSED by the City Council this 25th day of February, 2026.

APPROVED by the Mayor this 25th day of February, 2026.

SEAL

____
Dick Drennon, Mayor

ATTEST:

____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

____
Todd A. Luckman, City Attorney

ORDINANCE NO. 982

AN ORDINANCE APPROVING THE REZONING REQUEST PRZ-010-25 BY EPIC ESTATES 4, LLC; A REZONING OF CERTAIN PROPERTY IN SECTION 10, TOWNSHIP 11, RANGE 22 WITHIN THE CITY OF BASEHOR, KANSAS

WHEREAS, the Basehor Planning Commission was presented with a rezoning application from Epic Estates 4, LLC requesting the change of zoning for property in Section 10, Township 11, Range 22 in the City of Basehor from R-0 to R-3; and

WHEREAS, the Planning Commission reviewed the Application and the Staff Report at its meeting on January 13, 2026, upon proper notice required by law and after public hearing and consideration, has determined that the application to rezone should be recommended for approval; and

WHEREAS, the Planning Commission's recommendation of approval was presented to the Governing Body for review on February 11, 2026.

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

Section 1: The City Council has examined the Staff Report on Application PRZ-010-25, and has considered the *Golden* factors in light of the evidence and statements provided, and has determined that the property should be rezoned. Thus, the property is rezoned from R-0 to R-3. The City's official zoning map and records shall be changed to reflect this rezoning approval.

Section 2: That this ordinance shall take effect and be in force from and after its publication as provided by law.

PASSED by the City Council this 25th day of February, 2026.

APPROVED by the Mayor this 25th day of February, 2026.

SEAL

____
Dick Drennon, Mayor

ATTEST:

____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

____
Todd A. Luckman, City Attorney

ORDINANCE NO. 983

AN ORDINANCE APPROVING THE REZONING REQUEST PRZ-012-25 BY EPIC ESTATES 4, LLC; A REZONING OF CERTAIN PROPERTY IN SECTION 10, TOWNSHIP 11, RANGE 22 WITHIN THE CITY OF BASEHOR, KANSAS

WHEREAS, the Basehor Planning Commission was presented with a rezoning application from Epic Estates 4, LLC requesting the change of zoning for property in Section 10, Township 11, Range 22 in the City of Basehor from R-0 to R-2; and

WHEREAS, the Planning Commission reviewed the Application and the Staff Report at its meeting on January 13, 2026, upon proper notice required by law and after public hearing and consideration, has determined that the application to rezone should be recommended for approval; and

WHEREAS, the Planning Commission's recommendation of approval was presented to the Governing Body for review on February 11, 2026.

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

Section 1: The City Council has examined the Staff Report on Application PRZ-012-25, and has considered the *Golden* factors in light of the evidence and statements provided, and has determined that the property should be rezoned. Thus, the property is rezoned from R-0 to R-2. The City's official zoning map and records shall be changed to reflect this rezoning approval.

Section 2: That this ordinance shall take effect and be in force from and after its publication as provided by law.

PASSED by the City Council this 25th day of February, 2026.

APPROVED by the Mayor this 25th day of February, 2026.

SEAL

____
Dick Drennon, Mayor

ATTEST:

____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

____
Todd A. Luckman, City Attorney

City of Basehor

Agenda Item Cover Sheet

Regular Meeting Agenda Item No. 2

Meeting Date:

February 25, 2026

Staff Contact:

Jim Sherman, Planning & Zoning Director

Topic:

Planning Commission Member Appointment

Narrative:

The Planning Commission is a seven-member board made up of appointed volunteers. The terms of the Commissioners are three years each and are staggered. The term of Mr. Blake Waters became vacant. Blake Waters term was set to expire May 31, 2026. Mayor Drennon desires to appoint Jim Hann. Mayor Drennon has contacted Mr. Jim Hann regarding the vacant seat. Mr. Hann has expressed an interest in filling the seat. The terms of the appointment will expire on May 31, 2026.

Staff Recommendation:

Mayor Drennon recommends appointing Mr. Jim Hann to the City of Basehor Planning Commission.

Recommended Motion:

I move to approve the appointment of Mr. Jim Hann to the City of Basehor Planning Commission with term expiring on May 31, 2026.

Attachments:

None

City of Basehor

Agenda Item Cover Sheet

Regular Meeting Agenda Item No. 3

Meeting Date:

February 25, 2026

Staff Contact:

Jim Sherman, Planning & Zoning Director

Topic:

Board of Zoning Appeals Member Appointment

Narrative:

The Board of Zoning Appeals (BZA) is made up of five appointed volunteers. The terms of the BZA members are one year or until a successor has been elected. There shall be no limit on the number of terms that any member may serve as Chair or Vice Chair. There was a current vacancy on the BZA board. The term was set to expire October 2026. Mayor Drennon desires to appoint Lynn Lane. Mayor Drennon has contacted Ms. Lynn Lane regarding the vacancy. Ms. Lane has expressed an interest in filling the vacant seat. The terms of the appointment will expire in October 2026.

Staff Recommendation:

Mayor Drennon recommends appointing Ms. Lynn Lane to the City of Basehor Board Of Zoning Appeals.

Recommended Motion:

I move to approve the appointment of Ms. Lynn Lane to the City of Basehor Board of Zoning Appeals with term expiring in October, 2026.

Attachments:

None

City of Basehor

Agenda Item Cover Sheet

Regular Meeting Agenda Item No. 5

Meeting Date:

February 25, 2026

Staff Contact:

Leslee Rivarola, City Administrator
Pete Heaven, Special Counsel

Topic:

Consideration of the Residences on the Boulevard Tax Increment Financing (TIF) Project Plan.

Narrative:

The final step to qualify a project for TIF benefits is to approve a "Project Plan". The Project Plan describes generally the project, its location, the budget for the project and whether the project is feasible with the use of TIF.

Basehor Town Center TIF Project Area #2 (Residences on the Boulevard) is a 57 acre parcel located in the northwestern portion of the TIF District. The Project Plan for Residences on the Boulevard is to create a multiple-family residential community and mixed use area west of the residential community. The Project Plan, which includes a map of the area, is attached for your review.

A public hearing is required before the Governing Body can consider the plan. Resolution 2026-01 established the Council meeting of February 25, 2026 for the public hearing.

A copy of the Project Plan has been delivered to the Leavenworth County Board of Commissioners and the USD 458 Board of Education, pursuant to statutory requirements.

The Governing Body will consider a Development Agreement for the project, which will govern the entitlement, receipt and use of TIF benefits if the Project Plan is approved.

By Kansas law, the approval of a TIF Project Plan requires a 2/3 vote, including the Mayor.

Staff Recommendation:

Staff recommends adoption of Ordinance 980, approving a Project Plan for Residences on the Boulevard.

Recommended Motion:

I move to adopt Ordinance 980, approving a Project Plan for Residences on the Boulevard.

Attachments:

Project Plan

Ordinance No. 980

PROJECT PLAN
FOR THE
RESIDENCES ON THE BOULEVARD

IN THE
BASEHOR TOWN CENTER REDEVELOPMENT DISTRICT

SECTION 1: PURPOSE

The City of Basehor, Kansas (the "City") and Basehor Boulevard Holdings, LLC, a Kansas limited liability company (the "Developer"), have prepared the following redevelopment plan pursuant to K.S.A. 12-1772(a) for the Residences on the Boulevard (the "Project"), which is a redevelopment project within the redevelopment district commonly known as Basehor City Center Redevelopment District, established by Ordinance 888 as adopted by the City on September 13, 2023 (the "Ordinance").

SECTION 2: REDEVELOPMENT PLAN

The redevelopment plan for the Project includes the following:

(1) Summary of the feasibility study

A feasibility study as defined by K.S.A. 12-1770a (the "Feasibility Study") has been prepared for the Project and is attached as *Exhibit A*. The study shows that tax increment revenue and other revenues (including, without limitation, equity and loans) derived from the Project will be sufficient to pay for the project costs that are to be funded from such revenues or a bond issue payable from such revenues. The Feasibility Study incorporates a number of assumptions, including a constant mill levy of 124.332. The mill levy may vary each year of the TIF Term based on legislative actions and budgetary decisions made by the individual taxing jurisdictions. It also assumes tax collections of 100% and an approximate 1.5% annual increase in appraised value following full construction. As shown on *Exhibit A*, the Project is projected to produce approximately $38,549,897 of incremental property tax revenues over the 20-year life of this Project Plan based on capturing 100% of eligible incremental property taxes. Such amount, together with Developer's equity and debt, is sufficient to pay for the eligible redevelopment project costs consisting of $35,694,747, plus other costs described in the Development Agreement between Developer and the City. The project is feasible.

No bonds are proposed at this time.

(2) Reference to the redevelopment district plan

The redevelopment plan for the Project has been prepared with reference to the district plan established pursuant to K.S.A. 12-1771 for the Basehor City Center Redevelopment District and as more particularly set forth in the Ordinance. The plan includes (i) development of approximately 557 residential multi-family units (consisting of approximately 84 residential buildings), carports, garages and a clubhouse; (ii) land acquisition, site preparation, grading, streets, roads, sidewalks, parking, open space amenities, and infrastructure improvements; (iii) construction of new public infrastructure located within the Basehor City Center Redevelopment District including a traffic signal at the intersection of Basehor Boulevard and 155th Street and certain off-site stormwater detention basins; (iv) the development of approximately 50,000 square feet of commercial space on one or more pad sites; and (v) eligible soft costs and financing costs related to the Project.

(*3) Descriptions and maps of the areas to be redeveloped*

A legal description and map of the area to be developed by this Project (the "Project Area") is attached hereto in *Exhibit B*. The Project Area identified in this paragraph is all within the boundaries of the Basehor City Center Redevelopment District. The Project is intended to be developed in approximately five (5) phases.

(*4) Relocation assistance plan*

No relocation of residents or buildings is required.

(5) Description of the facilities proposed to be constructed

The facilities proposed to be constructed or undertaken as a part of the Project are: all costs necessary to acquire the Project Area and develop the multi-family residential units, clubhouse, carports, garages and related amenities, and commercial space described above and also including site grading, roads, streets, curbs, gutters, sanitary sewer, storm sewer, water lines and other utility infrastructure, parking, landscaping, open space amenities, lighting, and any other expenses eligible for reimbursement under the K.S.A. 12-1770 *et seq*. The facilities proposed to be constructed specifically include those certain sanitary sewer, stormwater detention improvements and traffic signal located within and outside the Project area but within or adjacent to the Basehor Town Center Redevelopment District, all of such improvements being necessary for the implementation of this Project Plan. The Developer will advance funds necessary to construct the Project, and it is contemplated that Developer will subsequently be reimbursed with tax increment revenues received by the City on a "pay-as-you-go" basis.

The construction of the facilities and the method for reimbursement of the same are more particularly set forth in the Development Agreement for the Project made and entered into by and between the City and the Developer.

(6) *Other information deemed necessary to advise the public of the intent of the project plan*

If sufficient tax increment revenue is not available to pay all of the Developer's eligible costs as set forth in the Development Agreement, the City is under no obligation to reimburse eligible costs from any other source.

EXHIBIT A
FEASIBILITY STUDY
TIF REVENUE ESTIMATE - ALL PHASES

PHASE 1	Units per Bldg	Appraised Value per Unit	Number of Units	Appraised Value (Stabilized)	Assessed Value	Current Assessed Value	Stabilization Year	Base Valuation
PROJECT COMPONENT								
Attached Duplex Units	2	$290,000.00	40	$11,600,000	$1,334,000		2032	
3-Plex Units	3	$280,000.00	27	$7,560,000	$869,400		2028	
4-Plex Units	4	$270,000.00	0	$0	$0		n/a	
5-Plex Units	5	$270,000.00	5	$1,350,000	$155,250		2028	
6-Plex Units	6	$270,000.00	36	$9,720,000	$1,117,800		2029	
7-Plex Units	7	$270,000.00	14	$3,780,000	$434,700		2028	
8-Plex Units	8	$270,000.00	40	$10,800,000	$1,242,000		2029	
16-Unit Apartments	16	$255,000.00	0	$0	$0		n/a	
24-Unit Apartments	24	$255,000.00	48	$12,240,000	$1,407,600		2029	
33-Unit Apartments	33	$255,000.00	0	$0	$0		n/a	
36-Unit Apartments	36	$255,000.00	72	$18,360,000	$2,111,400		2030	
TOTAL:	**144**		**282**	**$75,410,000**	**$8,672,150**	**$0**	**$8,672,150**	**$0**

PHASE 2	Units per Bldg	Appraised Value per Unit	Number of Units	Appraised Value (Stabilized)	Assessed Value	Current Assessed Value	Stabilization Year	Base Valuation
PROJECT COMPONENT								
Attached Duplex Units	2	$290,000.00	0	$0	$0		n/a	
3-Plex Units	3	$280,000.00	0	$0	$0		n/a	
4-Plex Units	4	$270,000.00	0	$0	$0		n/a	
5-Plex Units	5	$270,000.00	0	$0	$0		n/a	
6-Plex Units	6	$270,000.00	0	$0	$0		n/a	
7-Plex Units	7	$270,000.00	0	$0	$0		n/a	
8-Plex Units	8	$270,000.00	0	$0	$0		n/a	
16-Unit Apartments	16	$255,000.00	16	$4,080,000	$469,200		2032	
24-Unit Apartments	24	$255,000.00	72	$18,360,000	$2,111,400		2032	
33-Unit Apartments	33	$255,000.00	66	$16,830,000	$1,935,450		2032	
36-Unit Apartments	36	$255,000.00	0	$0	$0		n/a	
TOTAL:	**205**		**154**	**$39,270,000**	**$4,516,050**	**$0**	**$4,516,050**	**$0**

PHASE 3	Units per Bldg	Appraised Value per Unit	Number of Units	Appraised Value (Stabilized)	Assessed Value	Current Assessed Value	Stabilization Year	Base Valuation
PROJECT COMPONENT								
Attached Duplex Units	2	$290,000.00	26	$7,540,000	$867,100		2039	
3-Plex Units	3	$280,000.00	0	$0	$0		n/a	
4-Plex Units	4	$270,000.00	36	$9,720,000	$1,117,800		2035	
5-Plex Units	5	$270,000.00	15	$4,050,000	$465,750		2036	
6-Plex Units	6	$270,000.00	6	$1,620,000	$186,300		2035	
7-Plex Units	7	$270,000.00	14	$3,780,000	$434,700		2035	
8-Plex Units	8	$270,000.00	24	$6,480,000	$745,200		2036	
16-Unit Apartments	16	$255,000.00	0	$0	$0		n/a	
24-Unit Apartments	24	$255,000.00	0	$0	$0		n/a	
36-Unit Apartments	36	$255,000.00	0	$0	$0		n/a	
TOTAL:	**180**		**121**	**$33,190,000**	**$3,816,850**	**$0**	**$3,816,850**	**$0**

PHASE 4	Units per Bldg	Appraised Value per Unit	Number of Units	Appraised Value (Stabilized)	Assessed Value	Current Assessed Value	Stabilization Year	Base Valuation
PROJECT COMPONENT								
Commercial Lot 1	30,600	$250.00	0	$7,650,000	$1,912,500		2035	
Commercial Lot 2	19,600	$250.00	0	$4,900,000	$1,225,000		2035	
TOTAL:	**50,200**		**0**	**$12,550,000**	**$3,137,500**	**$0**	**$3,137,500**	**$0**

Residential Assessment: 11.5% Commercial Assessment: 25%

Year	Base Assessed Value	Projected Assessed Land Value	Projected Assessed Impvmt Value		Real Estate Increment
1	$0	$1,440,250	$0		$179,069
2	$0	$1,440,250	$364,838		$224,430
3	$0	$1,440,250	$1,671,525		$386,893
4	$0	$1,440,250	$3,870,900		$660,346
5	$0	$1,440,250	$6,340,514		$967,398
6	$0	$1,440,250	$8,895,770		$1,285,098
7	$0	$1,440,250	$10,396,612		$1,471,701
8	$0	$1,440,250	$13,344,149		$1,838,174
9	$0	$1,440,250	$14,607,437		$1,995,241
10	$0	$1,440,250	$16,148,199		$2,186,807
11	$0	$1,440,250	$18,912,198		$2,530,461
12	$0	$1,440,250	$19,559,133		$2,610,895
13	$0	$1,440,250	$19,785,612		$2,639,054
14	$0	$1,440,250	$20,005,784		$2,666,428
15	$0	$1,440,250	$20,442,637		$2,720,743
16	$0	$1,440,250	$20,749,276		$2,758,868
17	$0	$1,440,250	$21,060,515		$2,797,565
18	$0	$1,440,250	$21,376,423		$2,836,843
19	$0	$1,440,250	$21,697,070		$2,876,709
20	$0	$1,440,250	$22,022,526		$2,917,174
TOTALS					**$38,549,897**

Residences on the Boulevard – Development Cost Estimate

Project Budget of TIF Eligible Project Costs				
Item	Total Est. Costs - Phase 1	Total Est. Costs - Phase 2	Total Est. Costs - Phase 3	Total Est. Costs - Phase 4 (Commercial)
Land -	$ 1,440,250	$ -	$ -	
Mass Grading	$ 2,321,680			$ 500,000
Roads and Utilities	$ 9,861,000	$ 2,158,000	$ 2,143,500	$ 750,000
Engineering + Staking	$ 788,880	$ 344,120	$ 171,480	$ 100,000
Parking Lots	$ 4,720,000	$ 1,840,000		$ 1,000,000
Landscaping	$ 1,000,000	$ 500,000	$ 250,000	$ 300,000
Traffic Signal	$ 350,000	$ -	$ -	
Basehor Boulevard Modifications	$ 500,000			
Subtotal	$ 20,981,810	$ 4,842,120	$ 2,564,980	$ 2,650,000
Contingency - 15%	$ 3,147,271.50	$ 726,318.00	$ 384,747.00	$ 397,500.00
Total Estimated Costs	$ 24,129,082	$ 5,568,438	$ 2,949,727	$ 3,047,500
GRAND TOTAL	**$ 35,694,747**			

EXHIBIT B

DESCRIPTION AND MAP OF RESIDENCES ON THE BOULEVARD

SURVEYOR SUGGESTED PROPERTY DESCRIPTION:

A tract in the Northwest Quarter and the Northeast Quarter of Section 35, Township 10 South, Range 22 East in City of Basehor, Leavenworth County, Kansas, being more particularly described as follows; surveyed and prepared on April 16, 2025, by John B. Young, PLS–1298:

Commencing at the Southwest corner of said Northwest Quarter; Thence North 01°24'37" West along the West line of said Northwest Quarter, 468.61 feet; Thence North 88°35' 00" East, 30.00 feet to the East right–of–way line of N. 155th Street, as now established and the Point of Beginning;

Thence North 01°24'37" West along said East right–of–way line, 283.76 feet to the South right–of–way line of Hickory Street, as now established; Thence North 87°57'17" East along said South right–of–way line and its easterly extension, 520.77 feet; Thence on a curve to the right, having an initial tangent bearing North 33°11'32" East, with a radius of 89.00 feet, and an arc length of 73.61 feet; Thence North 80°34'51" East, 31.30 feet; Thence North 09°25'09" West, 25.94 feet; Thence North 16°47'15" West, 101.56 feet; Thence North 71°27'54" East, 90.63 feet;

Thence North 12°01'13" West, 84.39 feet; Thence North 01°06'35" West, 166.79 feet; Thence North 01°29'06" East, 193.85 feet; Thence on a curve to the right, having an initial tangent bearing North 45°12'58" East, with a radius of 1819.10 feet, and an arc length of 1356.91 feet; Thence North 87°57'14" East, 1169.16 feet; Thence South 00°03'24" West, 650.66 feet; Thence South 74°00'40" West, 886.85 feet; Thence South 16°23'23" East, 12.78 feet; Thence on a curve to the left, having an initial tangent bearing South 73°20'34" West, a radius of 1180.00 feet, and an arc length of 308.58 feet; Thence South 58°21'34" West, 116.91 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 66.00 feet, and an arc length of 103.67 feet; Thence South 58°21'34" West, 60.00 feet; Thence on a curve to the right, having an initial tangent bearing South 31°38'26" East, with a radius of 66.00 feet, and an arc length of 103.67 feet; Thence South 58°21'34" West, 112.52 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 1600.00 feet, and an arc length of 844.01 feet; Thence South 88°35'00" West, 103.47 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 60.00 feet, and an arc length of 40.51 feet; Thence North 52°44'03" West, 33.31 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 40.00 feet, and an arc length of 35.83 feet; Thence South 88°35'15" West, 50.00 feet; Thence on a curve to the right, having an initial tangent bearing South 01°24'39" East, with a radius of 40.00 feet, and an arc length of 35.81 feet; Thence South 49°54'20" West, 33.33 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 60.00 feet, and an arc length of 40.50 feet; Thence South 88°35'00" West, 426.55 feet to the Point of Beginning. Contains 2,509,352 square feet or 57.61 acres, more or less.

ORDINANCE NO. 980

AN ORDINANCE APPROVING AND ADOPTING A REDEVELOPMENT PROJECT PLAN FOR A PROJECT AREA IN A REDEVELOPMENT DISTRICT IN THE CITY OF BASEHOR, KANSAS AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT (BASEHOR TOWN CENTER TIF DISTRICT – PROJECT AREA #2 (RESIDENCES ON THE BOULEVARD)).

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "TIF Act") and Ordinance No. 888 passed on September 13, 2023, of the City of Basehor, Kansas (the "City"), and in order to promote, stimulate and develop the general and economic welfare of the City, the Governing Body of the City has previously established a tax increment financing ("TIF") redevelopment district, which includes multiple project areas; and

WHEREAS, pursuant to the TIF Act and Resolution No. 2026-01 of the City, adopted on January 14, 2026, the City has declared its intention to consider a redevelopment project plan for Project Area #2 (Residences on the Boulevard) of the redevelopment district and has provided for a public hearing to consider adoption of the redevelopment project plan; and

WHEREAS, pursuant to the TIF Act and Resolution No. 2026-01 and after providing notice of a public hearing as required by the TIF Act, a public hearing was held on February 25, 2026 to consider adoption of the redevelopment project plan, a representative of the City presented the proposed redevelopment project plan and all interested parties were given an opportunity to be heard; and

WHEREAS, the Governing Body of the City finds it is necessary and desirable in connection with the implementation of the redevelopment project plan within the Project Area within the Redevelopment District that the City enter into a Development Agreement with **BASEHOR BOULEVARD HOLDINGS**, **LLC**, a Kansas limited liability company ("Developer").

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

Section 1. Pursuant to the TIF Act, the redevelopment project plan as on file in the office of the City Clerk for Project Area #2 (Residences on the Boulevard) of the Basehor Town Center Tax Increment Financing District is hereby adopted and approved. The Governing Body finds and determines that the Project Plan does not require a relocation assistance plan under the TIF Act.

Section 2. The City is hereby authorized to enter into the Development Agreement between Developer and the City in substantially the form presented to and reviewed by the City Council at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be approved by the City Administrator, the City Attorney and the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects.

Section 3. The City will not issue full faith and credit tax increment bonds to finance the redevelopment project, in whole or in part.

Section 4. This Ordinance shall take effect and be in force from and after its publication in an official City newspaper.

PASSED by a two-thirds vote of the Governing Body this 25th day of February, 2026.

APPROVED AND SIGNED by the Mayor this 25th day of February, 2026.

CITY OF BASEHOR, KANSAS

By:___________________________________
Dick Drennon, Mayor

{Seal}

ATTEST:

By:_________________________________
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

____

By:_________________________________
Todd Luckman, City Attorney

City of Basehor

Agenda Item Cover Sheet

Regular Meeting Agenda Item No. 6

Meeting Date:

February 25, 2026

Staff Contact:

Leslee Rivarola, City Administrator
Pete Heaven, Special Counsel

Topic:

Consideration of the Residences on the Boulevard Development Agreement.

Narrative:

To secure the goals and objectives of the City in connection with a TIF Project Plan and to administer TIF benefits, the City needs to enter into a "Development Agreement" with the proposed Developer. The Agreement includes critical elements important to the City, including:

- Performance requirements
- Eligible TIF reimbursables
- Cost certification process
- TIF Cap
- TIF increment available to the City for public projects
- Insurance requirements
- Default provisions

The attached Development Agreement has been negotiated by Staff and accepted by the Residences on the Boulevard developer for the development of a 67-acre parcel located in the northwestern portion of the Basehor Town Center TIF District.

The Project will include (i) development of approximately 557 residential multi-family units (consisting of approximately 84 residential buildings), carports, garages and a clubhouse; (ii) construction of new public infrastructure located within the Basehor City Center Redevelopment District including a traffic signal at the intersection of Basehor Boulevard and 155th Street and certain off-site stormwater detention basins; and (iii) the development of approximately 50,000 square feet of commercial space on one or more pad sites.

Staff Recommendation:

Staff recommends approval of the Development Agreement for the Residences on the Boulevard TIF project.

Recommended Motion:

I move to authorize the Mayor to execute the Development Agreement for the Residences on the Boulevard TIF Project.

Attachments:

Development Agreement

DEVELOPMENT AGREEMENT

FOR THE

RESIDENCES ON THE BOULEVARD

Execution Copy

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the 25th day of February, 2025, by and between the **CITY OF BASEHOR, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“**City**”) and **BASEHOR BOULEVARD HOLDINGS, LLC**, a Kansas limited liability company (“**Developer**”).

RECITALS

A. The City has the authority to adopt tax increment financing (“**TIF**”) pursuant to sections K.S.A. 12-1770 *et seq*., as amended (the “**TIF Act**”).

B. Pursuant to the TIF Act, the City held a public hearing on September 13, 2023 to consider establishing a Redevelopment District on approximately 351 acres generally bounded by 158th Street on the West, approximately 700 feet south of Leavenworth Road on the North, 147th Street on the East and Parallel Road on the South, in Basehor, Leavenworth County, Kansas (the “**Redevelopment District**”).

C. On September 13, 2023, the City adopted Ordinance 888, establishing the Redevelopment District on the bases described therein.

D. Developer is or will be the owner of a portion of the Redevelopment District consisting of 57.61 acres, more or less, and legally described on **Exhibit A** attached hereto (the “**Property**”), which the Developer acquired or will acquire pursuant to the terms of that certain *Real Estate Purchase Agreement* dated as of January 22, 2025 (as amended, collectively referred to as the “**Real Estate Contract**”) by and between Developer and the City.

E. On or about December 12, 2025, the Developer filed for approval by the City, a certain Project Plan for the Residences on the Boulevard (the “**Project Plan**”), which Project Plan will be considered by the Governing Body of the City after public notice and hearing, for the development of the Property (the “**Project Area**”) and redevelopment of the Project Area in phases, as described and depicted on **Exhibit A-1** attached hereto, as a multi-family housing community and a commercial development project, all as more particularly described on the Project Plan.

E. The Project Plan includes a description of the improvements and areas to be constructed, studies the feasibility of the Project, describes the financing mechanisms to be utilized for private and public costs of the Project, and addresses all other components required by the TIF Act and the City’s TIF policy.

G. It is the Developer’s intent to finance construction of the Project’s private improvements through the issuance of Industrial Revenue Bonds (“**IRBs**”), as well as private debt and equity contributions, subject to City approvals and in accordance with applicable law and this Agreement.

H. The City has the authority to approve utilization of IRB financing pursuant to K.S.A. 12-1470 *et seq.*, as amended (the “**IRB Act**”).

I. The City and Developer now desire to enter into this Agreement to address issues regarding implementation of the Project Plan.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms

In addition to words and terms defined elsewhere in this Agreement, the following capitalized words and terms as used in this Agreement shall have the following meanings:

"Approved Eligible Project Costs" means TIF Eligible Project Costs.

"Bond Documents" means the documents and proceedings governing the issuance of the IRBs as approved by bond counsel for the City.

"Captured Taxes" means the incremental ad valorem property tax revenue captured under K.S.A. 12-1774(a)(1)(A) and K.S.A. 12-1775 within the Property. Subject to **Section 3.14.A**, the term Captured Taxes shall not include any special assessments heretofore imposed by the City.

"City" means the City of Basehor, Kansas.

"City Project Costs" means $6,000,000 *plus* the amount of any Sewer Main Improvement Costs incurred by the City, *plus* the amount of any Trail Project Costs incurred by the City.

"City Project Work" shall have the meaning set forth in **Section 2.05.A**.

"City Representative" means the City Administrator of the City, or such other person or persons at the time designated to act on behalf of the City Administrator in matters relating to this Agreement.

"City TIF District Expenses" shall have the meaning set forth in **Section 10.02**.

"Commencement of Development Activities" means, with respect to each Phase of the Project, the first day of the first month after the later of the following: (a) the date that Developer commences material construction work on such Phase of the Project, excluding engineering, architectural, permitting and other soft costs, and (b) the date that the City issues all building permits necessary for Developer to perform the Developer Project Work.

"Completion Date" means, as applicable, the date for completion of each Phase of the Project set forth on the Development Schedule.

"Developer" means Basehor Boulevard Holdings, LLC, a Kansas limited liability company, and its successors and permitted assigns.

"Developer Equity" means funds, other than Captured Taxes or the proceeds of Private Loans or other borrowed funds, used by Developer or a Related Entity to pay Developer Project Work.

"Developer Financing" means the nonpublic financing of a portion of the costs of the Project by the Developer from Developer Equity and/or Private Loans.

"Developer Project Work" has the meaning set forth in **Section 2.05(B)**.

"Developer Representative" means Dustin K. Baker or such other person or persons at the time designated to act on behalf of the Developer in matters relating to this Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Developer.

"Development Schedule" means the development schedule referred to in **Section 2.02**.

"Eligible Public Costs" means the City Project Costs, City TIF District Expenses and such other costs to be incurred by the City as more particularly set forth in this Agreement.

"**End User**" means, with respect to the Commercial Tract or any portion thereof, a purchaser or grantee of real property that intends at the time of closing on such purchase to develop and operate the property acquired for a specific commercial purpose, including by way of example without limitation, a restaurant, convenience store, strip center or retail building. A purchaser that acquires a portion of the Commercial Tract for the purpose of further marketing such property to other purchasers (e.g., another developer) shall not be deemed to be an End User.

"Event of Default" shall have the meaning set forth in **Section 9.01.**

"Pad Site Ready" means, with respect to the Commercial Tract, the completion of rough grading based on grades shown on the final development plan(s) approved by the City, construction of public streets necessary to provide vehicular access to the Commercial Tract, and extension of water, sanitary sewer, and storm sewer to the property line of the Commercial Tract, such that upon the City's approval of final plats, site plans, and building permits the Commercial Tract would be developable for commercial purposes; provided, however, that final platting, site planning of, or the issuance of building permits for developable lots within the Commercial Tract is not required in order for the Commercial Tract to be Pad Site Ready (it being acknowledged and agreed that the ultimate size and configuration of commercial lots on the Commercial Tract will depend upon future market conditions).

"Pay-As-You-Go Reimbursement" means the reimbursement of Approved Eligible Project Costs with Captured Taxes from time to time as such expenses are incurred and documented as provided in **Section 3.02** herein and in accordance with the TIF Act.

"**Phase**" or "**Phases**" means, individually or collectively, the five (5) phases for the development of the Project as described in **Section 2.02** and the Project Plan, as depicted on **Exhibit A-1**.

"Private Loans" means loans obtained by Developer, a Related Entity, or Developer's successors, assigns or transferees, the proceeds of which are used to finance or refinance Approved Eligible Project Costs.

"Project" or "**Project Work**" means the improvements described in the Project Plan and Zoning Approvals related thereto.

"Project Budget" means the project budget attached hereto as **Exhibit B**, as amended from time to time in accordance with this Agreement.

"Reimbursement Formula" shall have the meaning set forth in **Section 3.02(B).**

"Related Entity" means any entity in which the ownership or membership of such entity controls or is controlled by Developer or the majority owners or members of the Developer. For the purposes hereof, "control" will mean the power to direct or cause the direction of the management of such entity.

"Sewer Main Improvements" and **Sewer Main Improvement Costs"** shall have the meanings set forth in **Section 2.04**.

"Site Plan" means such Preliminary Development Plans and such Final Development Plans as may be approved from time to time by the City for the Property on file with the City.

"Traffic Signal" means that certain traffic signal located at the intersection of Basehor Boulevard and 155th Street.

"Traffic Signal Costs" means all actual and documented costs incurred by Developer related to the purchase, construction and installation of the Traffic Signal, all of which shall be TIF Eligible Project Costs, but in no event shall Developer be obligated under this Agreement to make any improvements to any public street except to the extent reasonably necessitated by installation of the Traffic Signal.

"Trail Project" shall have the meaning set forth in **Section 2.04(A)**.

"Trail Project Costs" means the City's actual and documented expenses to construct the Trail Project, *less* any portion thereof paid for or financed by state or Federal grants or similar funds received by the City related to the Trail Project.

"TIF Cap" means an amount equal to $17,000,000 (as modified in **Section 2.05.B.3**) *plus* Sewer Main Improvement Costs incurred by Developer, if any, *plus* Traffic Signal Costs, *plus* any amounts paid by Developer pursuant to **Section 10.02.A**.

"TIF Eligible Project Costs" means "redevelopment project costs" as defined in the TIF Act in the categories set forth in the approved Project Plan limited to the amounts set forth on

Exhibit B and **Section 2.04** of this Agreement, which have been or will be (i) incurred by the Developer pursuant to this Agreement, and (ii) subject to approval by the City as more particularly set forth in **Section 3.06** below.

"TIF Fund" shall have the meaning set forth in **Section 3.02**.

"TIF Term" shall have the meaning set forth in **Section 3.02**.

"Zoning Approvals" means, collectively, all the zoning, subdivision, land use, construction and other approvals related to the Property that have been previously granted or as may be approved by the City from time to time, and all approved modifications and amendments thereto.

Section 1.02. Rules of Construction

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

A. The terms defined in this Article include the plural as well as the singular.

B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

CONSTRUCTION OF PROJECT

Section 2.01. Authorization to Construct

In order to further the development of the Project, the City hereby authorizes the Developer to develop the Project pursuant to this Agreement. Nothing contained herein shall be construed as creating a partnership or other entity between the Developer and the City, or ensuring zoning, planning, permit or other approvals by the City.

<u>Section 2.02.</u> **<u>Development Schedule</u>**

The Project is contemplated to be developed in four (4) Phases, as follows:

A. <u>Phases 1, 2, and 3</u>: The first three (3) Phases of the Project constitute all costs necessary to acquire the Project Area and develop approximately 557 multi-family residential units, clubhouse, carports, garages and related amenities and including site grading, roads, streets, curbs, gutters, sanitary sewer, storm sewer, water lines and other utility infrastructure, parking, landscaping, open space amenities, lighting, and any other TIF Eligible Project Costs related thereto. References in this Agreement to "Phase 1" shall mean and refer to the first (1st) Phase of the Project, references to "Phase 2" shall mean and refer to the second (2nd) Phase of the Project, etc.

Residences on the Boulevard Unit Breakdown Per Phase

Phase	Total Units	Duplex		3-plex		4-plex		5-plex		6-plex		7-plex		8-plex		Apartment	
		# Bldgs	# Units	# Bldgs	# Units	# Bldgs	# Units	# Bldgs	# Units	# Bldgs	# Units	# Bldgs	# Units	# Bldgs	# Units	# Bldgs	# Units
1	282	20	40	9	27	-	-	1	5	6	36	2	14	5	40	4	120
2	154	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	154
3	121	13	26	-	-	9	36	3	15	1	6	2	14	3	24	-	-

B. <u>Phase 4</u>: The fourth (4th) Phase of the Project is the development of the western portion of the Property depicted on **Exhibit A-1** for commercial purposes ("Commercial Tract") and constitutes all costs necessary to develop the portion of the Property for commercial purposes including costs to make the Commercial Tract in a Pad Site Ready condition and other utility infrastructure, parking, landscaping, lighting and any other TIF Eligible Project Costs related thereto.

Subject to **Section 2.03** and **Section 2.09**, the Developer shall cause the Commencement of Development Activities with respect to each Phase of the Project Plan pursuant to the Development Schedule attached hereto as **Exhibit C** (the "**Development Schedule**").

<u>Section 2.03.</u> The Development Schedule is subject to change and/or modification, provided that any change will require the written approval of the City and the Developer, which approval will not be unreasonably withheld or delayed. Anything to the contrary in this Agreement notwithstanding, the Developer shall complete the first two (2) Phases of the Project as set forth on the Development Schedule, unless such date is extended in writing by the City, subject to delays described in **Section 2.09**. The approval of the City as required in this Section may be given by the City Administrator or his/her designee (for thirty (30) days or less) or the Governing Body of the City (for thirty-one (31) days or more). The Developer's failure or inability to complete the third or fourth Phases of the Project shall not constitute an Event of Default under this Agreement, but shall be subject to the terms of **Sections 3.03 and 3.04.** The Developer will report in writing to the City Administrator or the City's designated consultant on the progress of construction upon the City's request, but not more frequently than monthly.

Section 2.04. Project Budget

Attached as **Exhibit B** is the Project Budget setting forth in detail the estimated total cost of the TIF Eligible Project Costs related to each Phase of the Project Plan. Anything in this Agreement to the contrary notwithstanding, the maximum amount of Approved Eligible Project Costs to be reimbursed to Developer under this Agreement shall be the TIF Cap. Sewer Main Improvement Costs incurred by Developer may or may not be described in the Project Budget, and in any case all Sewer Main Improvement Costs incurred by Developer (if any) shall constitute TIF Eligible Project Costs and be added to and increase the TIF Cap.

Section 2.05. Construction Obligations

The Developer shall cause its construction obligations relating to the Project (as set forth below) to be completed at Developer's expense (such expenses, to the extent they constitute Approved Eligible Project Costs and are within the TIF Cap, to be reimbursed from Pay-As-You-Go Reimbursement) in accordance with the provisions of this Agreement. The City shall cause its construction obligations related to the Project (as set forth below) to completed at City's expense (such expenses, to the extent they constitute City Project Costs, to be reimbursed from Pay-As-You-Go Reimbursement) in accordance with the provisions of this Agreement.

A. City Project Work. The City shall be responsible for causing the following construction work or other development related activity ("**City Project Work**") to be completed:

1. City shall design and construct at its cost the extension of that certain sanitary sewer main through the Property generally depicted on **Exhibit A-2**, attached hereto, at actual locations and specifications agreed upon by the City and Developer ("**Sewer Main Improvements**"). The actual costs thereof shall be referred to as the "**Sewer Main Improvement Costs**" and shall be included in the City Project Costs to the extent provided in this Section. City shall engage an engineering firm reasonably acceptable to the Developer to perform design and construction oversight services for the Sewer Main Improvements. Developer shall dedicate a sanitary sewer easement over, on and across the Property at such locations as are acceptable to the City and the Developer and sufficient for City to construct the Sewer Main Improvements, including any temporary construction easements related thereto, all at no additional cost to the City. City agrees to commence design and work on the Sewer Main Improvements within ninety (90) days following Developer's acquisition of the Project Area from the City and cause the same to be completed as soon thereafter as practicable following commencement of such work. If the Sewer Main Improvements shall not be constructed in a timely and diligent manner in accordance with this Section, or if City shall otherwise be in material default under the terms and conditions of this Section, Developer shall have the right (but not the obligation) to complete the Sewer Main Improvements at Developer's cost (in which event the Sewer Main

Improvement Costs incurred by Developer shall be included as an Approved Eligible Project Cost). The City reserves the right to charge a sewer development fee to future users of the Sewer Main Improvements (other than and excluding Developer or any Related Entity of Developer with respect to any development of the Property) and such fees shall apply against the payment of and thereby reduce the City Project Costs.

2. City agrees to construct the walking trails on the Property as shown on the development plan for the Project ("**Trail Project**") and the Trail Project Costs shall be included in the City Project Costs to the extent provided in this Section. Developer shall grant, at no cost to City, all temporary and permanent easements to the City reasonably necessary for construction of the Trail Project. Notwithstanding anything in this Agreement to the contrary, in no event shall the City's construction of the Trail Project be a condition precedent to the City's issuance of any permit related to the Project (e.g., building permits, occupancy permits, the Certificate of Completion, etc.

3. In addition, the City may construct or make improvements to Basehor Boulevard, park improvements, utility improvements and other public improvements eligible for TIF reimbursement within the District and not otherwise described in this Agreement, in its discretion, which amounts shall be considered part of but shall not increase the amount of the City Project Costs.

B. Developer's Project Work. It is acknowledged by Developer that it owns or controls the Property. The Developer shall be responsible for causing the following construction work or other development related activity ("**Developer Project Work**") to be completed:

1. With respect to the first (1^{st}) and second (2^{nd}) Phases of the Project, Developer shall construct all improvements in such Phases of the Project in accordance with the Project Plan and Zoning Approvals and at such times as set forth in the Development Schedule.

2. Developer shall utilize commercially reasonable efforts to complete the Developer Project Work associated with the third (3^{rd}) Phase of the Project in accordance with the Development Schedule, but Developer's failure or inability to complete such Developer Project Work shall not be an Event of Default under this Agreement. Developer's right to be reimbursed for TIF Eligible Project Costs associated with the Developer Project Work for Phase 3 or Phase 4 of the Project is subject to the terms of **Section 3.03**.

3. The City and Developer acknowledge and agree that the development of the fourth (4^{th}) Phase of the Project, such Phase being a commercial development consisting of the development of commercial pad sites for sale to third parties for development, could occur in increments at any time and from time to time. Developer shall utilize commercially reasonable efforts to market, develop and sell commercial pad sites and perform Developer Project Work in connection

therewith, but Developer's failure or inability to make the Commercial Tract in a Pad Site Ready condition prior to the time set forth in the Development Schedule for final completion of Phase 2 ("**Phase 4 Forfeiture Event**") shall not constitute an Event of Default under this Agreement, however shall entitle the City to reacquire the land constituting the Commercial Tract. Developer's right to be reimbursed for TIF Eligible Project Costs associated with the Developer Project Work for Phase 4 of the Project is subject to the terms of **Section 3.04**. To the extent that Developer is the fee title owner of the Commercial Tract, and if a Phase 4 Forfeiture Event occurs, City shall have the option, exercisable within thirty (30) days following the expiration of such deadline, to reacquire such portion of the Commercial Tract owned by Developer by written notice to the Developer within thirty (30) days thereafter. The purchase price shall be based on $21,000 per acre, and Developer shall convey the Commercial Tract (or portion thereof) by Special Warranty Deed, free of monetary encumbrances and title exceptions permitted or granted by Developer. Closing shall occur within sixty (60) days of such notice. City's failure to timely deliver such notice shall constitute a waiver and termination of the purchase option described in this paragraph. In the event two or more commercial buildings are completed in Phase 5 on or before the time set forth in the Development Schedule for final completion of Phase 2, the TIF Cap will be increased by $3,000,000.

4. For purposes of this Agreement, Developer Project Work "corresponds to", "is associated with" or is "for" a particular Phase when the Project Budget describes such Developer Project Work as part of such Phase, or when such Developer Project Work occurs at the same time as and at the same location as other improvements made in the development of such Phase.

5. To the extent the Developer Project Work includes the construction of improvements located outside of the Property, which work includes but is not limited to the construction of the Traffic Signal and the construction of a stormwater detention basin located south of Basehor Boulevard located on real estate owned by the City, the City agrees to grant such easements, both permanent and temporary, at no additional cost to Developer, to enable the construction of such improvements (which construction shall be in accordance with the Zoning Approvals).

Subject to the above and foregoing, Developer acknowledges and agrees that receipt by the Developer of the benefits under the TIF Act and IRB Act are conditioned upon the timely completion by the Developer of the Developer Project Work in accordance with this Agreement.

<u>Section 2.06.</u> <u>Plan Approval; Additional Redevelopment District Development Approval</u>

Developer agrees to diligently pursue approval of the Project Site Plans and Zoning Approvals related thereto. Once approved, to the extent the Developer elects to modify the same, Developer shall submit to the City and the City shall review the Site Plans relating to the Project and the related site work in its normal course of business, which plans shall be submitted in accordance with the City's generally accepted requirements for the consideration of such plans and must satisfy the requirements set forth in the applicable Zoning Approvals. The City shall diligently review said Site Plans and construction plans to determine if such plans satisfy the applicable Zoning Approvals and building codes and approve same or provide a written description detailing any portion of the plans which the City has determined to be unacceptable.

Section 2.07. Insurance

The Developer shall provide and maintain the insurance coverage described in **Exhibit D** relating to the Developer's Project Work and the Property. Developer shall provide to the City verification of such coverage.

Section 2.08. Tenant Discounts

During the term of this Agreement ("**Compliance Period**") and to the extent that Phase 1 of the Project is completed and is accepting residential tenants, Developer shall extend to City employees, employees of Unified School District 458, employees of the Fairmont Fire District and employees of Leavenworth County, Kansas (each, a "**Local Employee**") a Five percent (5%) discount from the rental rates offered by Developer, but only with respect to a maximum of Ten percent (10%) of the total rental units constructed within the Project. Developer shall honor the terms of tenancies in effect at the time of the expiration of the Compliance Period. For avoidance of doubt, if at the time of the expiration of the Compliance Period, there are two years remaining on a lease of to a Local Employee (exclusive of optional renewal periods), Developer shall continue to observe the requirements of this Section for the balance of the current lease term. In the event during the term of a lease the Local Employee ceases employment with any of the entities described above, Developer may discontinue the discount. In no event shall Developer be required to offer lease terms greater than one (1) year.

Section 2.09. Delays

For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of: (a) any delay caused by damage, destruction by fire or other casualty, strike, regional shortages of material, global pandemic or disease (provided, for any presently existing pandemic or disease, only a material worsening of such pandemic or disease shall be cause for excusable delay under this Section), adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures or tornadoes and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder or during any delay thereafter; and (b) any delay to the commencement or completion of the Developer Project Work caused by the City's failure to timely complete any City Project Work in accordance with this Agreement.

Section 2.10. Building, Subdivision Codes

The Developer acknowledges that the contemplated uses and occupancies of the Project shall comply with all applicable federal, state and City building codes, subdivision, zoning, environmental and other developmental regulations and that the Project shall be constructed in compliance with all such codes and regulations.

Section 2.11. Zoning Approvals and Project Plan

The Developer shall complete the Project in accordance with applicable Zoning Approvals, subject to the requirements of the City's zoning ordinances, federal law and the laws of the State of Kansas, from time to time amended, this Agreement and the Project Plan, as may be modified or revised from time to time with approval of the parties.

Section 2.12. Modifications

The construction of the development may be modified or revised by the Developer, with the City's approval, to provide for other or alternative improvements consistent with the Project Plan (or any amendments thereto approved in accordance with the TIF Act) and the requirements set forth in the Zoning Approvals related thereto.

Section 2.13. Utilities and Fees

The City hereby agrees that the Developer shall have the right to connect to any and all water lines, sanitary and storm sewer lines over which the City has control and City-owned utility lines constructed in the vicinity of Property at no cost, fee or expense to Developer, subject however to compliance with the City's codes, procedures and requirements (including hookup fees and costs) for such connections; provided that any hookup fees and connection costs to the Sewer Main Improvements shall be and are hereby waived by the City.

Section 2.14. Assistance to Developer

The City agrees to use reasonable efforts, without cost to the City, in assisting the Developer, its agents, contractors and subcontractors, with respect to obtaining building permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so.

ARTICLE III

PROJECT FINANCING

Section 3.01. Initial Capital

The Developer intends to finance a portion of the costs of the Project from Developer Financing. Prior to commencement of construction of Phases 1 and 2 of the Project, the Developer will deliver to the City signed commitment letters to finance, or other evidence of commitment to finance reasonably acceptable to the City, the Developer Project Work related to such Phases up to the amount of the Project's private improvements' costs for such Phase, less Developer Equity. Developer shall demonstrate the existence of the Developer Equity to the reasonable satisfaction of the City. The commitment letters or other evidence of commitment to finance shall be in form and content reasonably satisfactory to City by a lender or group of lenders subject to normal and customary disbursement requirements. The Developer represents and warrants to the City, based on Developer's present knowledge and belief, that the Developer Financing and Developer Equity will enable the Developer to timely implement and complete the Developer Project Work for the first (1^{st}) and second (2^{nd}) Phases as required in this Agreement. The Developer shall promptly notify the City of any material changes in the Developer Financing and/or Developer Equity that occur after the execution of this Agreement.

Section 3.02. TIF Funding of Certain Costs

The Developer and the City agree to the reimbursement of Approved Eligible Project Costs incurred by or for the Developer (subject to the limitations otherwise set forth in this Agreement) from Pay-As-You-Go Reimbursement in accordance with this Agreement. Reimbursement shall be made in accordance with the priority set forth in Subsection B below.

A. TIF Term. The term of the Project Plan shall be for a term ending on the earlier of (i) the payment of all Eligible Public Costs and TIF Eligible Project Costs or (ii) the twentieth (20^{th}) anniversary of the effective date of the Project Plan ("**TIF Term**"), unless the City takes the appropriate actions required by law or this Agreement to terminate or amend the term or terminate this Agreement. Except as provided in **Section 9.02**, the City shall not, without the consent of Developer, terminate that portion of the Redevelopment District designated for the Property or reduce the TIF Term prior to such time as the Developer has been reimbursed for all TIF Eligible Project Costs incurred as part of the Project.

B. Taxes Captured; Reimbursement Ratio. All Captured Taxes generated within the Property as a result of the Project shall be deposited by the City upon receipt in a special fund, separate and apart from funds established with respect to any other approved project plan within the Redevelopment District (the "**TIF Fund**") for the duration of the TIF Term and utilized to reimburse in the following order:

1. City TIF District Expenses not reimbursed by Developer to the City;

2. City TIF District Expenses reimbursed by Developer to the City;

3. Sewer Main Improvements costs incurred by City, if any;

4. Sewer Main Improvements costs incurred by Developer, if any; and then

5. Subject to **Section 3.03** and **Section 3.04**, Fifty percent (50%) to Approved Eligible Project Costs and Fifty percent (50%) to City Project Costs (collectively referred to as the **"Reimbursement Formula"**). In the event Developer fails to timely commence Phase 3 in accordance with the Development Schedule, or fails to make the Commercial Tract Pad Site Ready prior to the time set forth in the Development Schedule for final completion of Phase 2, the Reimbursement Formula shall be modified to Twenty percent (20%) to Approved Eligible Project Costs and Eighty percent (80%) to City Project Costs; provided, however, that if Developer subsequently completes Phase 3 and/or makes the Commercial Tract Pad Site Ready (as applicable), then commencing on the following January 1 after such events, the Reimbursement Formula shall be restored to Forty percent (40%) to Approved Eligible Project Costs and Sixty percent (60%) to City Project Costs.

Once either Approved Eligible Project Costs or City Project Costs are reimbursed in full, the other costs will receive 100% of Captured Taxes after reimbursement of ongoing City TIF District Expenses until reimbursed in full, subject to the TIF Cap.

Section 3.03. Third Phase Captured Taxes and Approved Eligible Project Costs

Regardless of whether Developer timely performs the Developer Project Work related to Phase 3 of the Project, all Captured Taxes related to such Phase shall be disbursed in accordance with the Reimbursement Formula. If Developer timely performs the Developer Project Work related to the third (3rd) Phase of the Project, then all Approved Eligible Project Costs associated with such Phase of the Project shall be reimbursable in accordance with the Reimbursement Formula, subject to the TIF Cap. However, if subject to **Section 3.08**, Developer is unwilling or unable to timely complete the Development Project Work related to the third (3rd) Phase of the Project in accordance with the Development Schedule (a "**Phase 3 Forfeiture Event**"), then none of the Approved Eligible Project Costs related to such Phase shall be eligible for reimbursement under this Agreement. A Phase 3 Forfeiture Event shall also be deemed to occur upon: (i) Developer's written notice to the City that any of the following has occurred: (x) Developer has determined that it is unwilling or unable to commence or complete the Development Project Work related to Phase 3 in accordance with the Development Schedule (subject to **Section 2.09**) except that a request for extension under **Section 2.03** shall not constitute such a notice to the City; or (y) Developer is unable or unwilling to maintain any material permits or approvals previously issued and necessary for the completion of Phase 3; or (ii) Developer materially breaches this Agreement and fails to cure such breach in the manner described in Article IX. Developer shall provide such written notice to the City within ten (10) days after Developer becomes aware of any such triggering event described in clause (i), above.

Section 3.04. Fourth Phase Captured Taxes and Approved Eligible Project Costs

A. Regardless of whether Developer timely performs the Developer Project Work related to Phase 4 of the Project, all Captured Taxes related to such Phase shall be disbursed in accordance with the Reimbursement Formula. A Phase 4 Forfeiture Event shall also be deemed to occur upon: (i) Developer's written notice to the City that any of the following has occurred: (x) Developer has determined that it is unwilling or unable to commence or complete the Development Project Work related to Phase 4 in accordance with the Development Schedule (subject to **Section 2.09**) except that a request for extension under **Section 2.03** shall not constitute such a notice to the City; or (y) Developer is unable or unwilling to maintain any material permits or approvals previously issued and necessary for the completion of Phase 4; or (ii) Developer materially breaches this Agreement and fails to cure such breach in the manner described in Article IX. Developer shall provide such written notice to the City within ten (10) days after Developer becomes aware of any such triggering event described in clause (i), above.

Developer shall be entitled to the reimbursement of any Approved Eligible Project Costs incurred (subject to the TIF Cap) in connection with performing Developer's Project Work associated with Phase 4 of the Project pursuant to the Reimbursement Formula if Developer causes the Commercial Tract to be Pad Site Ready prior to the time set forth in the Development Schedule for final completion of Phase 2.

Section 3.05. Certification of Expenditure

In order to receive reimbursement, the Developer shall submit to the City a Certification of Expenditure attesting to the expenditure of TIF Eligible Project Costs in accordance with the procedures outlined in **Section 3.06** below. The City shall, prior to paying Captured Taxes to reimburse any Sewer Main Improvement Costs or Trail Project Costs incurred by the City, deliver to Developer an accounting of such costs, with sufficient detail to demonstrate that such costs were actually incurred by the City and related to such City Project Costs.

Section 3.06. Procedures for Certification of Expenditures

A. For Certifications of Expenditures to be made in connection with the TIF Eligible Project Costs:

1. The Developer shall from time to time submit to the City a written request in the form attached hereto as **Exhibit E**, setting forth the amount for which certification is sought and identification of the TIF Eligible Project Costs with respect thereto.

2. The request for Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as reasonably necessary to document appropriate payment pursuant to the Project Plan and this Agreement.

3. City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the records relating to all TIF Eligible Project Costs to be paid, and to obtain such other information as is reasonably necessary to evaluate compliance with the terms hereof.

4. City shall have a reasonable time not to exceed 30 calendar days after receipt of any request hereunder to review and respond to any such request by written notice to the Developer. If the submitted documentation demonstrates that: (1) the request relates to TIF Eligible Project Costs, (2) the expense was incurred, (3) the Developer is not in default under this Agreement; (4) to the extent applicable, no Phase 3 Forfeiture Event or Phase 4 Forfeiture Event has occurred; and (5) there is no fraud on the part of the Developer, then City shall approve the request and make, or cause to be made, reimbursement within ten (10) calendar days after approval of the certification (to the extent funds are available in the TIF Fund, and subject to the Reimbursement Formula). If City disapproves the request, City shall notify the Developer in writing of the reason for such disapproval within such 10 calendar-day period, and the reason for disapproval must be supported by evidence; provided, however, such disapproval shall not bar or prevent Developer from resubmitting such request or from providing additional information to the City. Approval of the Developer's requests for reimbursement will not be

unreasonably withheld, conditioned or delayed. If City disapproves a portion of a request, the approved portion of such request shall be paid without delay as provided herein. In the event there are insufficient funds in the TIF Fund to make full reimbursement of an approved Eligible Project Cost, the unreimbursed amount shall accrue and be paid under the Reimbursement Formula as funds are received.

Section 3.07. Right to Inspect

The Developer agrees that for up to two years after completion of each Phase of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to reimbursed Approved Eligible Project Costs related to such Phase (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices). The City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Developer relating to the Approved Eligible Project Costs.

The City shall have the right to inspect construction of the Project, however it is understood and agreed by Developer that such inspections and the results thereof shall in no manner be deemed to create a warranty or assurance of any kind, and no third-party (including Developer) may rely on same in any manner. The Developer shall pay any reasonable costs or fees of the City related to such inspections as required by the City. The Developer will provide any construction progress reports or inspections required by its lender to the City. Notwithstanding the foregoing, if Developer's lender requires that Developer obtain one or more third-party inspection reports and Developer obtains same, Developer shall provide same to City and the City shall not perform any third-party inspections which would be duplicative to such reports except when the City finds that such reports are materially deficient (upon written notice to Developer) or unless such City inspections are required by the City's codes and ordinances.

Section 3.08. Certificates of Completion

Upon completion of the Developer Project Work in connection with any Phase, the Developer shall submit a report to the City certifying that the Developer Project Work for such Phase has been completed in accordance with the Project Plan and that it is in compliance with all other provisions of the Agreement.

The City may conduct an investigation, and if the City determines that the Developer Project Work has been constructed in accordance with City code requirements and the Zoning Approvals related thereto, it shall issue to the Developer one or more certificates of completion for such Phase of the Project ("**Certificate of Completion**"). If the City determines that such Developer Project Work has not been completed in accordance with the Project Plan or the Developer is not in compliance with this Agreement, then it shall not issue a Certificate of Completion and shall, within thirty (30) days of such finding, specify in writing to Developer the reasons for withholding its certification. At Developer's request, the City Council shall, within forty-five (45) days of Developer's request, hold a special hearing at which Developer may present additional evidence of compliance or seek further clarification of the City's finding of non-compliance. The City shall conduct any further investigation in order to issue its Certificate of

Completion within ten (10) business days of Developer's request. The Certificate of Completion shall be issued by the City in such form as to allow the Certificate to be recorded in the office of the Register of Deeds of Leavenworth County, Kansas.

Notwithstanding anything in this Section to the contrary, in no event shall Developer's failure or inability to complete construction of Phase 1 or Phase 2 of the Project in accordance with the Development Schedule constitute an Event of Default unless and until the City has given notice pursuant to **Section 9.01.A** and Developer fails to timely cure. Developer's completion of Developer's Project Work outside the Development Schedule but prior to the events contemplated by the previous sentences shall not be a basis for the City to deny the issuance of the Certificate of Completion or any other certificate contemplated by the Zoning Approvals.

Section 3.09. Reserved

Section 3.10. Reserved

Section 3.11. Interim Construction Financing – Issuance of Industrial Revenue Bonds (IRB) – Sales Tax Exemption for Construction Materials

Developer may make application to the City, at Developer's sole cost and expense, for the issuance by the City of private placement taxable IRBs for the sole purpose of qualifying for a sales tax Project Exemption Certificate pursuant to K.S.A. 79-3606(b) (or other applicable statute) for the Project. If approved by the City the IRBs will be purchased by the Developer or its lender. The term of the IRBs will not exceed five years. If approved, City shall cooperate with Developer in securing a sales tax Project Exemption Certificate.

Section 3.12. City Consideration of Future Financing or Zoning Applications

Developer acknowledges and agrees that any future applications for effectuation of the terms and requirements of this Agreement or planning and zoning for the Project are subject to the approval by the City's Governing Body, after notice and public hearing, in accordance with applicable state or local law. Upon proper submittal to the City, the City agrees to schedule any such applications for consideration in the normal course of business and subject to the City's published meeting schedule.

Section 3.13. Failure to Approve Project Plan and/or IRB Financing

In the event the City fails to approve the Project Plan, after the Project Plan has been submitted by Developer and meets all requirements of the applicable statutes, City code and City policies, and provided Developer is not in default hereunder, the City and Developer agree that this Agreement will terminate and both parties shall be released from all their respective rights and obligations under this Agreement. If the City fails to approve the IRB application after the same has been submitted by Developer, and provided Developer is not in default hereunder, the City and Developer agree that Developer may by written notice to the City terminate this Agreement, in which event both parties shall be released from all their respective rights and obligations under this Agreement.

Section 3.14. No Existing Benefit District

A. City represents and warrants that the Property is not subject to any existing special benefit districts, including without limitation for the initial improvement of Basehor Boulevard.

B. City covenants and agrees that while this Agreement is in effect, no additional benefit districts will be formed that include the Property without the consent of Developer.

ARTICLE IV

DEVELOPER OF RECORD

Section 4.01. Developer Designation

Developer currently owns all land within the Property and intends to develop the Project in a manner consistent with the Project Plan and Zoning Approvals related thereto for the purposes of carrying out that intent. Developer is hereby designated the exclusive Developer of Record of the Property for a period of 5 years from the effective date of the Ordinance adopting the Project Plan or such longer period of time as may be otherwise agreed by City and Developer; provided, however, any amounts spent by Developer during such period shall be reimbursable beyond such period. And provided further that in the event the Property is conveyed, voluntarily or involuntarily, to a lender (or third-party without the consent of City or as otherwise permitted by this Agreement) within such period, the provisions of this Article shall be null and void.

ARTICLE V

REAL ESTATE TAXES

Section 5.01. Obligation to Pay Taxes

The Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the Property it shall do so on or before the due date of such tax bills. City reserves the right to withhold Pay-As-You-Go reimbursements from Developer for such time as real estate taxes and assessments levied against the Property are delinquent. Except as provided in **Section 3.14** above, nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. In the event the Developer receives a real property tax refund as a result of a protest or by law, and the City has prior thereto distributed the amount to be refunded to Developer, such amount shall reduce the TIF Cap by an equal amount.

Section 5.02. Notice of Protest

The Developer shall promptly notify the City in writing within ten (10) days of the filing of any protest of real estate taxes or valuation of any portion of the Property owned or controlled by the Developer.

ARTICLE VI

OTHER DEVELOPER COVENANTS

Section 6.01. Maintenance and Repair

At all times during the term of this Agreement, the Developer shall maintain in good repair and condition the Property and the buildings and improvements therein owned or controlled by it from time to time, including any undeveloped area of the Property, ordinary wear and tear excepted.

Section 6.02. Local, State, and Federal Laws

The Developer and City shall carry out the provisions of this Agreement in conformity with all applicable local, state, and federal laws and regulations.

ARTICLE VII

ASSIGNMENT, SALES, LEASING, AND MANAGEMENT

Section 7.01. Sale or Disposition of Property Within Redevelopment District

A. Control of Uses. Within the categories of land uses approved with the zoning and preliminary and final development plans, as those approvals may be amended from time-to-time, Developer shall have complete and exclusive control over sales and/or leasing of the property which it owns within the Property, including, however subject to **Section 2.07**, the fixing of rentals and the selection or rejection of tenants.

B. Sale or Lease. Subject to **Section 7.01(C)**, the Developer may sell, transfer, convey, lease or otherwise dispose of real property owned by Developer within the Property. From and after the date of this Agreement, the Developer shall notify the City in writing of any sale, lease or other disposition of any or all of the Property, except leases made in the ordinary course of business. Provided, however, that except for a subdivision to implement the approved Site Plan or with respect to a commercial lot in Phase 4 of the Project, Developer may not subdivide the Property without the approval of City, which approval is in addition to the provisions of the ordinances of the City setting forth requirements for the subdividing of land. And provided further that except for sales to an End User (which is expressly permitted) Developer may not sell the Commercial Tract or any part thereof prior to having made the Commercial Tract in a Pad Site Ready condition without the consent of the City, which consent may be withheld in the City's sole discretion. The City authorizes the City Administrator to make a determination, in response to a written request from Developer, as to whether a potential purchaser of the Commercial Tract (or portion thereof) is an End User. Developer may rely upon such determination for all purposes of this **Section 7.01.B**.

C. Transfer of Obligations. Subject to the provisions of **Section 7.03**, this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer except upon terms and conditions acceptable to the City. Any proposed assignee shall have the qualifications and financial responsibility, as determined in the sole discretion of the City, necessary and adequate to fulfill the obligations of the Developer, and, if the proposed transfer relates to a portion of any Redevelopment District on which Developer Project Work is underway, such obligations to the extent that they relate to such ongoing work. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of any Redevelopment District, such obligations, conditions and restrictions to the extent that they relate to such portion). In the event this Agreement is assigned in whole or part, the Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer.

D. Assumptions of Obligations. The Developer's undertaking pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Property, nor any purchaser of individual residential units, shall be bound by any obligation of Developer solely by virtue of being a tenant or unit owner, provided, however, that no transferee or owner of property within the Property except the City and Developer shall be entitled to any rights whatsoever under this Agreement, except as specifically authorized in writing by the Developer and City.

Section 7.02. Lenders

Notwithstanding anything else contained in this Agreement, there shall be no restriction in the granting of any security interest provided to secure indebtedness to any construction or permanent lender for any portion of the Project. Furthermore, nothing in this Agreement shall restrict Developer from assigning its right, title and interest in and to this Agreement, including the right to reimbursement of TIF Eligible Project Costs pursuant to this Agreement, to secure indebtedness to any construction or permanent lender. The City hereby consents to the assignment of this Agreement from Developer to any such construction or permanent lender.

Section 7.03. Related Entity

Notwithstanding anything else contained in this Agreement, Developer shall have the right, without the consent of the City, to (a) transfer the property in the Property to a Related Entity or cause the property in the Property to be acquired by a Related Entity, and (b) to contribute to or transfer to such Related Entity any proceeds for reimbursement received by Developer as a result of expenditures made by either Developer or the Related Entity, provided that (i) prior to such assignment Developer furnishes the City with the name of any such Related Entity, together with a certification of Developer, and such other proof as the City may reasonably request, that such assignee is a Related Entity of Developer and continues to remain such during the term of this Agreement, and (ii) such Related Entity assumes or otherwise guarantees the obligations of the Developer hereunder, and (iii) such transfer is subject and subordinate to all obligations of

Developer under this Agreement. The City will have the right, at any reasonable time, to examine such books and records of Developer and Related Entity as may be necessary to establish that such transferee remains a Related Entity of Developer.

ARTICLE VIII

AUTHORITY

Section 8.01. Actions

The City agrees that upon proper application of the Developer it has taken, or will take, such action(s) as may be required and necessary to process the amendments, variations, and special use approvals relating to its zoning ordinances and its other ordinances, codes and regulations, as may be reasonably necessary or proper in connection with the development of the Property.

Section 8.02. Powers

The City states that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

Section 8.03. Authorized Parties

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by the Developer Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

Section 8.04. Representations of the Developer

Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

A. Due Authority. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. To Developer's actual knowledge following reasonable inquiry, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any material agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

C. No Litigation. No litigation, proceedings or investigations are pending or, to the actual knowledge of the Developer, threatened against the Developer (or any member of the Developer) or the Project. In addition, no litigation, proceedings or investigations are pending or, to the actual knowledge of the Developer (including the actual knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

D. No Material Change. (i) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for or arising out of or relating to the transactions contemplated by this Agreement, and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. To Developer's actual knowledge after reasonable inquiry, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement except as contemplated herein and except for City approvals pursuant to this Agreement and except for local, state and federal approvals in connection with the Project and public improvements to be performed by the City.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

G. Approvals. The Developer has obtained or intends to obtain all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to complete the Developer Project Work.

The Developer has no reason to believe that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will not be obtained in due course.

H. Compliance with Laws. To Developer's actual knowledge after reasonable inquiry, the Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

I. Developer Financing. The Developer warrants and represents to the City that, to the best of its present knowledge and belief, the Developer Financing will enable the Developer to timely implement the Developer Project Work as required in this Agreement.

J. Other Disclosures. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01. Events of Default

The following events shall constitute an Event of Default under this Agreement:

A. The Developer shall fail to meet the Development Schedule with respect to **Section 2.05.B.1** and continuance of such failure for a period of thirty (30) calendar days after there has been given to the Developer by the City a written notice of such failure. If the failure stated in the notice is reasonably correctable however cannot be corrected within the applicable period, so long as corrective action is instituted within the applicable period and diligently pursued to completion, there shall be no default.

B. The failure of the Developer to maintain or cause to be maintained the insurance required by **Section 2.06** hereof; and continuance of such failure for a period of thirty (30) calendar days after there has been given to the Developer by the City a written notice of such failure.

C. Failure by the Developer to observe and perform any other covenant, condition or agreement on the part of the Developer under this Agreement for a period of 30 calendar days after written notice of such default has been given to the Developer by the City during which time such default is neither cured by the Developer nor waived in writing by the City. If the failure stated in the notice cannot be corrected within the applicable period, so long as corrective action is instituted within the applicable period and diligently pursued to completion, there shall be no default.

D. Failure by City to observe and perform any covenant, condition or agreement under this Agreement, for a period of 30 calendar days, to the extent such nonperformance relates to the payment of any sums to the Developer.

E. Failure by City to observe and perform any other covenant, condition or agreement under this Agreement for a period of 30 calendar days after written notice of such default has been given to the City by the Developer during which time such default is neither cured by the City nor waived in writing by the Developer. If the failure stated in the notice cannot be corrected within the applicable period, so long as corrective action is instituted within the applicable period and diligently pursued to completion, there shall be no default.

F. The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Developer, or adjudging the Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Developer under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Developer or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 30 consecutive calendar days, or evidence of means of alternative financing is not otherwise provided by the Developer to the City.

G. The commencement by the Developer, or any member of the Developer, of a voluntary case of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the Developer, any member of the Developer of bankruptcy or insolvency proceedings against it, or the filing by any of them of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Developer or any member of the Developer or any substantial part of their property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Developer or any member of the Developer of any such action.

<u>Section 9.02.</u> <u>Remedies on Developer's Default</u>

Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take any one or more of the following remedial steps:

A. Refuse to approve any further disbursements or make reimbursements until such event of default is cured.

B. Terminate this Agreement.

C. Pursue any remedy at law or in equity.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement or the Project. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred for any action arising from this Agreement or the Project.

Section 9.03. Remedies on City Default

Whenever any Event of Default by City shall have occurred, and in addition to any remedies set forth in this Agreement, Developer shall have available to it all remedies at equity and at law. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement or the Project. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred for any action arising from this Agreement or the Project.

Section 9.04 Attorney's Fees

In connection with any Event of Default by the Developer or the City to perform its obligations hereunder, if either party files a lawsuit for the enforcement of the performance or observance of any covenants or agreements on the part of the other party herein contained, the non-prevailing party (such status to be determined by the court) agrees that it will pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. City Responsibility

Unless otherwise provided by City Code, the City shall be responsible for the publication, mailing or delivery of such notices of public hearings or amendments thereto, and shall conduct public hearings as required by state statutes, and shall, if the requisite votes are received, pass such ordinances as necessary to legally create and carry out the Project Plan.

Section 10.02. City Expenses

A. City TIF District Expenses: The City shall be reimbursed by Developer for its actual reasonable documented out-of-pocket administrative expenses incurred in approving and administering the Project Plan and this Agreement, including but not limited to the fees and costs of its financial consultants, third-party construction oversight personnel, engineers, bond counsel and attorneys (the "City TIF District Expenses"). Said reimbursements to the City shall be deemed TIF Eligible Project Costs. City TIF District Expenses which are not reimbursed by Developer shall, to the extent permitted by law, be reimbursed from the TIF Fund.

B. Bond Costs and Fees. The Developer shall reimburse the City for all actual expenses and bond counsel fees incurred in the issuance of IRBs for the Project.

Section 10.03. Limited Obligations

The IRBs shall not constitute a debt or general obligation of the City, the State or any political subdivision thereof, shall be payable solely from the revenues described in the Bond Documents, and shall not constitute or give rise to or impose upon the City, the State or any political subdivision thereof a pecuniary liability or a charge upon its general credit or taxing powers. Under no circumstances shall the City be obligated to extend credit support to any issuance of IRBs.

Section 10.04. Time of Essence

Time is of the essence of this Agreement.

Section 10.05. Amendment

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Developer and the City or their successors in interest.

Section 10.06. Liens

The Developer agrees that no mechanics' liens or other liens shall be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer, contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal there from. The City reserves the right to require Developer to deposit a bond or other form of surety to ensure any mechanic's liens adjudicated valid are timely discharged. Developer hereby agrees and covenants to indemnify and hold harmless City against any liens filed against the Property or the area in which the Sewer Main Improvements are installed as a result of acts of Developer, its agents or independent contractors. The indemnity provisions of this Section shall survive termination or expiration of this Agreement.

Section 10.07. Indemnity and Release

Subject to the exclusions set forth below, the Developer covenants and agrees, at its expense, to pay and to indemnify and save the City and its officials, members, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of any and all claims, demands, expenses, penalties, fines, taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever arising from the Developer's Project Work, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Developer's Project Work or the Property, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project by the Developer or its agents. The Developer also covenants and agrees at its expense to pay, and to indemnify and save the City and its officials, members, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by the Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax related to or arising out of the Developer's Project Work. **Provided, however**, that: (a) neither the City nor its officials, members, directors, officers, employees and agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own gross negligence, willful and malicious acts or omissions; (b) with regard to Developer's Project Work involving completed public improvements for which the City accepts ownership and responsibility for ongoing maintenance, Developer's indemnity above shall extend only to claims involving public improvements accrued prior to the date City accepts such ownership and responsibility; (c) in no event shall the above and foregoing indemnification apply to, and nothing in this Agreement shall constitute, an indemnification or release of City (or any other person or entity) by Developer or its agents, employees, owners or affiliates, with respect to any environmental liability or environmental contamination existing on or under the Property on or prior to the date that Developer acquires the Property pursuant to the Real Estate Contract (it being agreed that this exclusion shall be broadly interpreted and applied so as to enable Developer to obtain and maintain a Certificate of Environmental Liability Release ("**CELR**") from the Kansas Department of Health and Environment); and (d) nothing in this paragraph shall constitute a waiver of any rights which Developer may have against the City arising from or related to the Real Estate Contract.

Section 10.08. Immunity of Officers, Employees, and Members of the City

No recourse shall be had for any payment due under this Agreement or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, members, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 10.09. No Other Agreement

Except as otherwise expressly provided herein and except as set forth in the Real Estate Contract, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of Project approval, construction and financing and is a full integration of the agreement of the parties.

Section 10.10. Assigns and Transfers

This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

Section 10.11. Severability

If any provision, covenant, agreement, or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 10.12. Kansas Law

This Agreement shall be construed in accordance with the laws of the State of Kansas.

Section 10.13. Notice

All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To Developer:

Alcove Development, LLC
Attn: Dustin K. Baker
P.O. Box 3789
Lawrence, Kansas 66046
Email: Dbaker@alcoveproperty.com

Copy to:

Barber Emerson, L.C.
Attn: Matthew Gough
1211 Massachusetts Street
Lawrence, Kansas 66044
Email: mgough@barberemerson.com

To City:

Ms. Leslee Rivarola
City Administrator
City of Basehor, Kansas
1600 N. 158th Street
Basehor, Kansas 66007
Email: lrivarola@cityofbasehor.org

Copy to:

Lewis A. Heaven, Jr.
Spencer Fane LLP
6201 College Boulevard, Suite 500
Overland Park, KS 66211

Email: pheaven@spencerfane.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, by registered mail, return receipt requested, with proof of delivery thereof, or by electronic mail. Mailed notices shall be deemed effective on the third day after mailing, electronic mail notices shall be deemed effective upon transmission, and all other notices shall be effective when delivered.

Section 10.14. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 10.15. Recordation of Agreement

The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Leavenworth County, Kansas.

Section 10.16. Consent or Approval

Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that the City shall retain sole discretion in exercising its legislative or quasi-judicial responsibilities.

Section 10.17. Term of Agreement

Except as otherwise provided in **Section 3.13**, this Agreement will become effective upon approval of the Project Plan.

[Remainder of page left blank intentionally.
Signature pages to follow.]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF BASEHOR, a Kansas municipal corporation

By: ______________________________________
Dick Drennon, Mayor

ATTEST:

By: ___________________________________
Katherine Renn, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ______ day of February, 2026, to me personally known, appeared Dick Drennon and Katherine Renn, who, being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Basehor, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the City's seal and that said instrument was signed, sealed and delivered in behalf of said City by authority of its City Council.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public

My Commission Expires:

____

BASEHOR BOULEVARD HOLDINGS, LLC, a Kansas limited liability company

By: ___________________________________
Name: _________________________________
Title: __________________________________

STATE OF ______________)
) ss.
COUNTY OF ____________)

On this ______ day of February, 2026, to me personally known, appeared Dustin Baker, who, being by me duly sworn did say that he is the Manager of Basehor Boulevard Holdings, LLC, a Kansas limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public

My Commission Expires:

____
[SEAL]

EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit A-1	Map and Description of the Project Area
Exhibit B	Project Budget
Exhibit C	Development Schedule
Exhibit D	Insurance Requirements
Exhibit E	Certification of Expenditures Form

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SURVEYOR SUGGESTED PROPERTY DESCRIPTION:

A tract in the Northwest Quarter and the Northeast Quarter of Section 35, Township 10 South, Range 22 East in City of Basehor, Leavenworth County, Kansas, being more particularly described as follows; surveyed and prepared on April 16, 2025, by John B. Young, PLS–1298:

Commencing at the Southwest corner of said Northwest Quarter; Thence North 01°24'37" West along the West line of said Northwest Quarter, 468.61 feet; Thence North 88°35' 00" East, 30.00 feet to the East right–of–way line of N. 155th Street, as now established and the Point of Beginning;

Thence North 01°24'37" West along said East right–of–way line, 283.76 feet to the South right–of–way line of Hickory Street, as now established; Thence North 87°57'17" East along said South right–of–way line and its easterly extension, 520.77 feet; Thence on a curve to the right, having an initial tangent bearing North 33°11'32" East, with a radius of 89.00 feet, and an arc length of 73.61 feet; Thence North 80°34'51" East, 31.30 feet; Thence North 09°25'09" West, 25.94 feet; Thence North 16°47'15" West, 101.56 feet; Thence North 71°27'54" East, 90.63 feet;

Thence North 12°01'13" West, 84.39 feet; Thence North 01°06'35" West, 166.79 feet; Thence North 01°29'06" East, 193.85 feet; Thence on a curve to the right, having an initial tangent bearing North 45°12'58" East, with a radius of 1819.10 feet, and an arc length of 1356.91 feet; Thence North 87°57'14" East, 1169.16 feet; Thence South 00°03'24" West, 650.66 feet; Thence South 74°00'40" West, 886.85 feet; Thence South 16°23'23" East, 12.78 feet; Thence on a curve to the left, having an initial tangent bearing South 73°20'34" West, a radius of 1180.00 feet, and an arc length of 308.58 feet; Thence South 58°21'34" West, 116.91 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 66.00 feet, and an arc length of 103.67 feet; Thence South 58°21'34" West, 60.00 feet; Thence on a curve to the right, having an initial tangent bearing South 31°38'26" East, with a radius of 66.00 feet, and an arc length of 103.67 feet; Thence South 58°21'34" West, 112.52 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 1600.00 feet, and an arc length of 844.01 feet; Thence South 88°35'00" West, 103.47 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 60.00 feet, and an arc length of 40.51 feet; Thence North 52°44'03" West, 33.31 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 40.00 feet, and an arc length of 35.83 feet; Thence South 88°35'15" West, 50.00 feet; Thence on a curve to the right, having an initial tangent bearing South 01°24'39" East, with a radius of 40.00 feet, and an arc length of 35.81 feet; Thence South 49°54'20" West, 33.33 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 60.00 feet, and an arc length of 40.50 feet; Thence South 88°35'00" West, 426.55 feet to the Point of Beginning. Contains 2,509,352 square feet or 57.61 acres, more or less.

EXHIBIT A-1

PHASES OF THE PROJECT PLAN

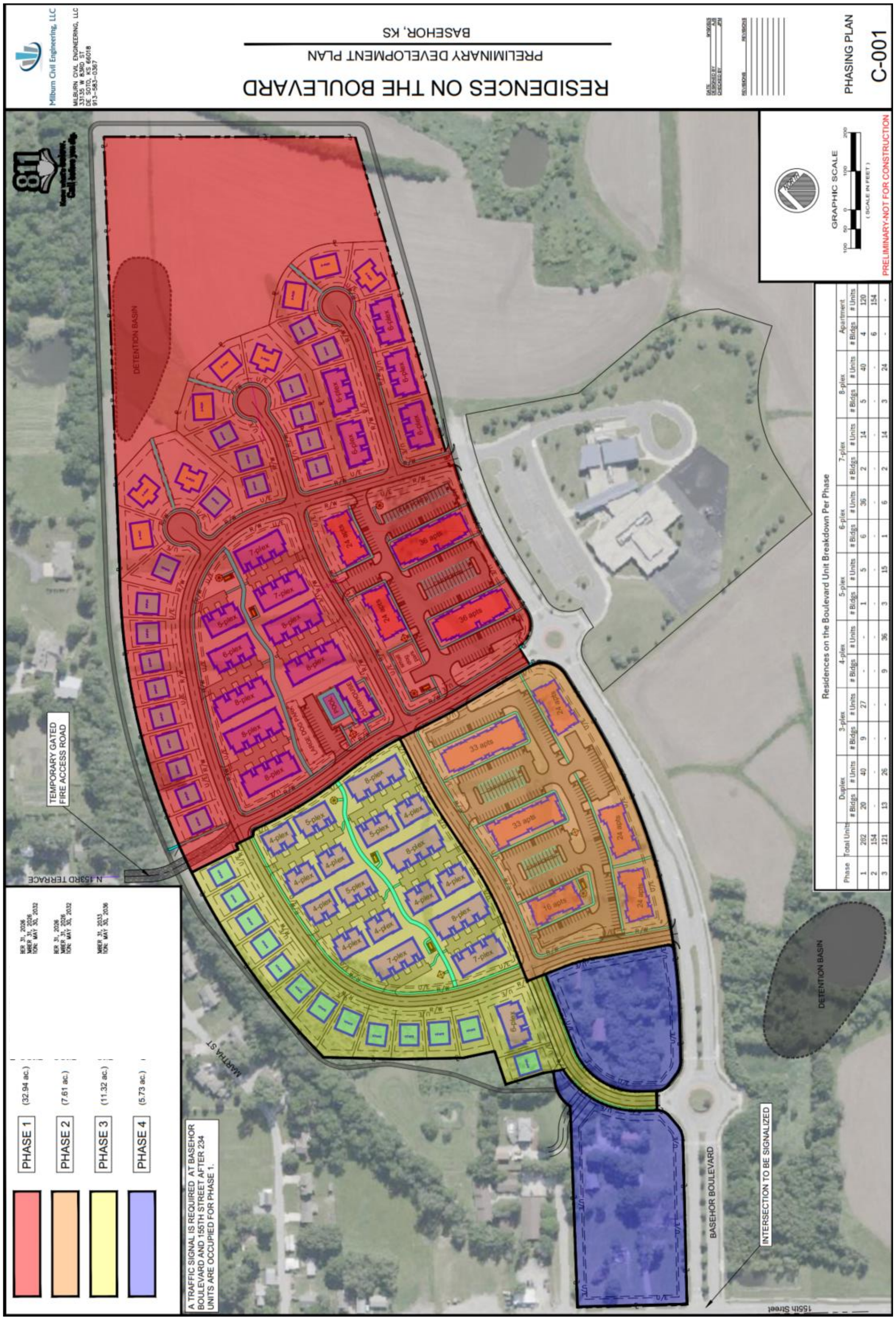


EXHIBIT A-2

GENERAL LOCATION OF SEWER MAIN IMPROVEMENTS

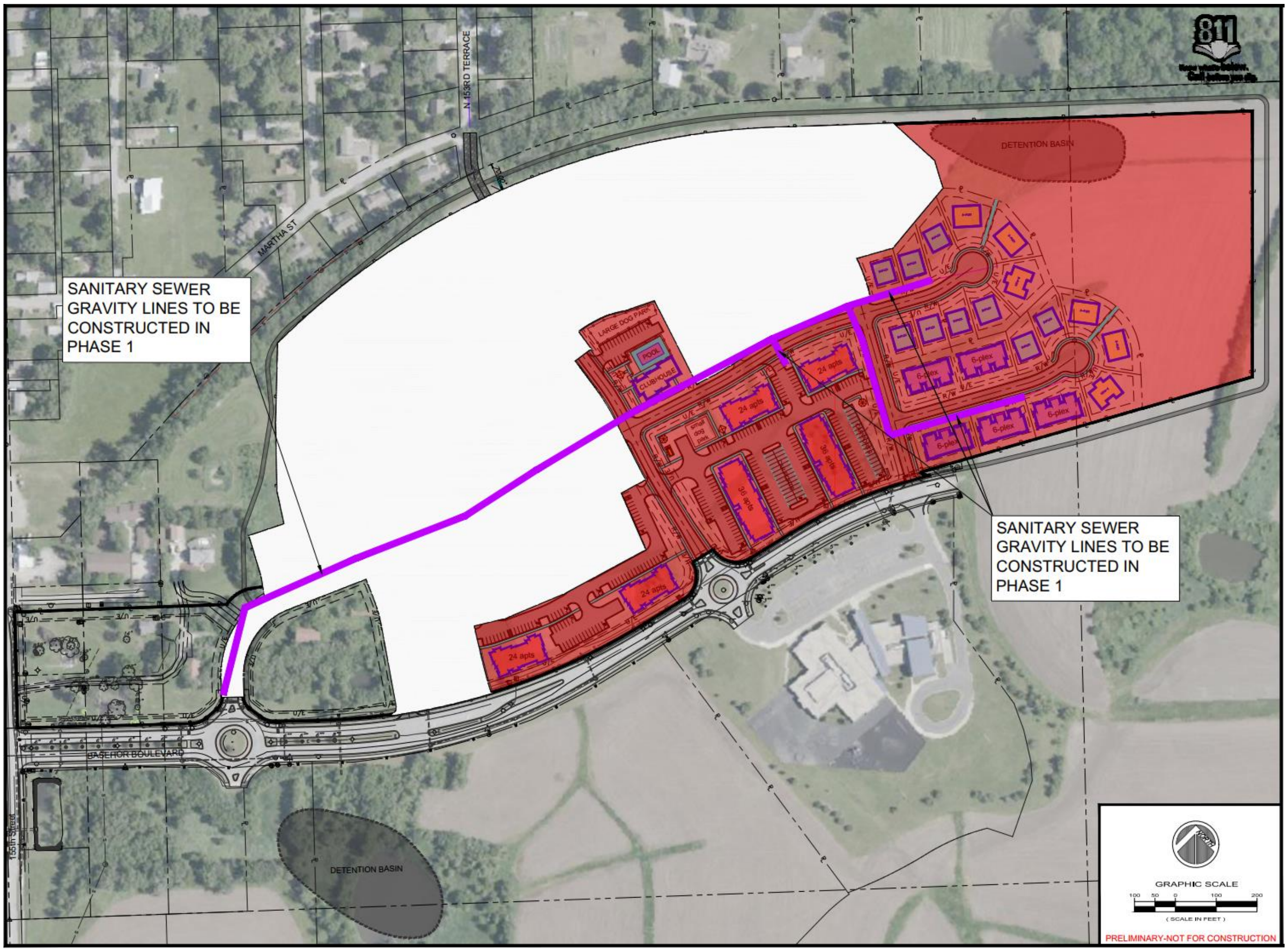


EXHIBIT B

Project Budget

Project Budget of TIF Eligible Project Costs

Item	Total Est. Costs - Phase 1	Total Est. Costs - Phase 2	Total Est. Costs - Phase 3	Total Est. Costs - Phase 4 (Commercial)
Land -	$ 1,440,250	$ -	$ -	
Mass Grading	$ 2,321,680			$ 500,000
Roads and Utilities	$ 9,861,000	$ 2,158,000	$ 2,143,500	$ 750,000
Engineering + Staking	$ 788,880	$ 344,120	$ 171,480	$ 100,000
Parking Lots	$ 4,720,000	$ 1,840,000		$ 1,000,000
Landscaping	$ 1,000,000	$ 500,000	$ 250,000	$ 300,000
Traffic Signal	$ 350,000	$ -	$ -	
Basehor Boulevard Modifications	$ 500,000			
Subtotal	$ 20,981,810	$ 4,842,120	$ 2,564,980	$ 2,650,000
Contingency - 15%	$ 3,147,271.50	$ 726,318.00	$ 384,747.00	$ 397,500.00
Total Estimated Costs	$ 24,129,082	$ 5,568,438	$ 2,949,727	$ 3,047,500
GRAND TOTAL	**$ 35,694,747**			

Note: The above costs are estimates only. The amounts set forth above do not represent caps on the TIF Eligible Project Costs associated with such line items. The TIF Cap, however, applies as set forth in the Agreement.

EXHIBIT C

DEVELOPMENT SCHEDULE

PHASE 1:

Completion of Rough Grading	December 31, 2026
Commencement of Construction	December 31, 2026
Substantial Completion of Construction	May 30, 2032
Final Completion	December 31, 2032

PHASE 2:

Commencement of Construction	December 31, 2028
Substantial Completion of Construction	May 30, 2032
Final Completion	December 31, 2032

PHASE 3:

Commencement of Construction	December 31, 2033
Substantial Completion of Construction	May 30, 2036
Final Completion	December 31, 2036

PHASE 4:

Pad Site Ready Deadline	December 31, 2032

EXHIBIT D

INSURANCE REQUIREMENTS

Developer shall procure and maintain, or cause to be procured and maintained, for the duration of the agreement, occurrence form insurance coverages against claims for injuries to persons or damages to property which may arise from or in connection with the project. Any "claims-made" coverage will require coverage for two years after completion of project. The cost of such insurance shall be included in the Developer's costs.

A. Coverages and Minimum Limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] $1,000,000 per occurrence limit and products - completed operations aggregate limit. Any general aggregate limit should be at least $2 million with a per site/project endorsement.

2. Business Auto Coverage: (*Owned and non-owned autos*) $1,000,000 per occurrence limit.

3. Workers Compensation and Employers Liability: Workers compensation statutory limits as required by the state of Kansas and employer's liability limits of $100,000/$500,000. *When workers compensation insurance policy is applicable, waiver of subrogation and "other states" coverage is required.*

4. Builder's Risk. Coverage equal to project values.

5. Professional Liability. Architect/engineer liability of at least $2,000,000.

6. Excess/umbrella. Minimum limit of $5,000,000 per occurrence/aggregate,

7. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

8. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Developer.

B. Additional Insured. The City, its officials, officers, employees and agents shall be listed as additional insureds as respect to the project. Any other insurance maintained by the city shall be secondary and not contribute with the coverage provided by the Developer.

C. This agreement shall not modify or waive the provisions available to the City contained in the Kansas Tort Claims Act, Chapter 75, Article 61 of the Kansas Statute Annotated.

D. Verification of Coverage.

1. Developer shall furnish the City certificates of insurance accompanied by ISO Form Additional insured endorsements or equivalent evidencing the coverage required

by the City. The endorsements and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf.

2. The certificate of insurance must contain a statement that the insurance coverages are provided by Kansas admitted insurance companies. Those not admitted must be approved by City.

3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance with the name, address, and telephone number of the claims office indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be assumed by and at the sole risk of the Developer.

4. If any of the foregoing insurance coverages are "Claims-Made" form, coverage will be required to remain in force for a minimum of two years after completion of the project. Also, proof of annual renewal of coverages shall be filed with the city during the life of the project or the agreement which ever is longer and then "Claims-Made" forms for two years thereafter.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' written notice has been given to the City.

F. Subcontractors. The Developer shall be included as an additional insured on the policies of its general contractor and subcontractors.

EXHIBIT E

CERTIFICATION OF EXPENDITURES FORM

Request No. ____________ Date:_______________

Pursuant to **Section 3.06** of the Redevelopment Agreement for the Residences on the Boulevard Project (the "**Agreement**") between the City of Basehor, Kansas and the undersigned (the "**Developer**"), the Developer requests payment or reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.

2. All terms in this request shall have and are used with the meanings specified in the Agreement.

3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.

4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Agreement.

5. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other Disbursement Request previously filed with the City.

6. There has not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefore.

8. Lien waivers for costs for which payment is hereby requested have been received and are attached hereto as **Attachment II** hereto.

Basehor Boulevard Holdings, LLC

____

Title:_________________________________

Approved this ____ day of ____________, 20__

CITY OF BASEHOR, KANSAS

By:_________________________________
City Representative

ATTACHMENT I

TO CERTIFICATION OF EXPENDITURE
REDEVELOPMENT AGREEMENT FOR THE RESIDENCES ON THE BOULEVARD – PHASE ___

REQUEST NO. _____ DATED_____ _

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the costs of issuance for which the Obligation to be paid was incurred

City of Basehor

Agenda Item Cover Sheet

Regular Meeting Agenda Item No. 7

Meeting Date:

February 25, 2026

Staff Contact:

Leslee Rivarola, City Administrator
Mitch Walter, Gilmore & Bell

Topic:

Industrial Revenue Bond (Basehor Boulevard Holdings, LLC)

Narrative:

Basehor Boulevard Holdings, LLC (the "Developer") has submitted an application for the issuance of Industrial Revenue Bonds ("IRBs") to support the construction of an approximately 282 unit residential development as further described in the application included with this item (the "Project"). The application provides that the Developer's capital investment in the Project is approximately $60,280,000.

The Developer has requested the issuance of IRBs in order to obtain a sales tax exemption for Project expenditures. The Developer has not made a request for an ad valorem tax abatement. The City's recently revised economic development policy provides that the issuance of IRBs for sales tax exemptions will be streamlined, where possible, if in the opinion of City staff the project is meaningful and significant. The Developer's application provides the necessary information for the City to consider a resolution of intent regarding the issuance of the IRBs. The City's adoption of a resolution of intent is necessary in order to procure a sales tax exemption certificate that will be furnished to the Developer and utilized in the construction of the Project. The issuance of the IRBs will take place when Project construction has been completed. The City acts as a conduit issuer and has no financial responsibility for the repayment of IRBs.

Staff Recommendation:

Staff recommends adoption of the Resolution

Recommended Motion:

I move to adopt Resolution No. 2026-02 and authorize the necessary signatures.

Attachments:

Resolution 2026-02
IRB Application

RESOLUTION NO. 2026-02

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF COMMERCIAL FACILIITES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Basehor, Kansas (the "Issuer" and "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes, and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City in a principal amount not to exceed $60,280,000 be authorized and issued, in one or more series, to provide funds to pay the costs of acquiring, constructing and equipping certain multifamily residential living facilities and other facilities in support thereof (collectively, the "Project") to be leased by the City to Basehor Boulevard Holdings, LLC a Kansas limited liability company (the "Tenant"), or another legal entity to be formed by the principals of the Tenant.

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

Section 1. Public Purpose. The governing body of the City hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquire, construct and equip of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed $60,280,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the City and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. **Sales Tax Exemption**. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder. No abatement of ad valorem taxes shall be granted in connection with the issuance of the Bonds unless subsequently authorized by the City.

Section 5. **Reliance by Tenant; Limited Liability of City.** The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 6. **Further Action**. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the City, including the City's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 7. **Effective Date**. This resolution shall become effective upon adoption by the Governing Body.

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ADOPTED by the governing body of the City of Basehor, Kansas on February 25, 2026.

[SEAL]

____
Dick Drennon, Mayor

Attest:

____
Katherine M. Renn, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 25, 2026, as the same appears of record in my office.

DATED: February 25, 2026.

____
Katherine M. Renn, City Clerk

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON FEBRUARY 25, 2026

The governing body met in regular session at the usual meeting place in the City on February 25, 2026 at 6:00 p.m., the following members being present and participating, to wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF COMMERCIAL FACILIITES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

Aye:

Nay:

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2026-__ and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting hereupon 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.

[SEAL]

____
Katherine M. Renn, City Clerk

CITY OF BASEHOR, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
(Sales tax exemption only)

Date: November 12, 2025

I. Applicant (Firm Name or Name of Individual) : Basehor Boulevard Holdings, LLC

Telephone Number: 913-954-0801
Address: PO Box 3789, Lawrence, KS 66046

E-mail Address: dbaker@alcoveproperty.com
Name of Responsible Person: Dustin K. Baker
Attorney for Applicant: Matthew S. Gough, Barber Emerson, L.C.
Telephone Number: 785-843-6600
E-mail Address: mgough@barberemerson.com
Type of Project: Multi-family residential

II. The Project

A. Type of project (circle one)

$\boxed{\text{New business}}$
Establishment of branch plant/business
Acquisition of existing business
Expansion of existing business

B. Briefly describe the nature of the proposed project, including information as to the structure itself (size of building, amount of land to be purchased, etc.), and what products or services are to be manufactured or provided:

As more particularly described in the Development Agreement that is or will be entered into between the City and Developer, Phase 1 of the Residences on the Boulevard will consist of approximately 282 units comprised of twenty (20) attached villas, nine (9) 3-plex buildings, one (1) 5-plex building, six (6) 6-plex buildings, two (2) 7-plex buildings, five (5) 8-plex buildings, and four multi-family apartment buildings, together with clubhouse, pool, and walking trails.

C. What is the street address or location of the proposed project?

To be determined, multiple addresses.

D. Current value of property (to be acquired from County Appraiser):

Real Estate	$981,650
Improvements	
Equipment	

E. Will the applicant be in direct competition with other local firm(s)? If so, name the firm(s): No specific competition

III. Completed Project: *Note: Actual bond amount expected to include only those expenses which are subject to Kansas sales tax. All amounts below are estimates.*

Land	$ 1,500,000
Buildings	$ 54,000,000
Machinery and Equipment	$ 1,000,000
Financing Costs	$ 3,780,000
Other (specify)	$
Total	$60,280,000

How many persons will be employed at the project? *Approximately 4 to 5*

How many new jobs will be created initially? *Approximately 2 to 3*

How many new jobs will created ultimately? *Excluding construction labor, approximately 4 to 5*

What is the estimated date for operations to begin at the project? *See Exhibit C to Development Agreement.*

IV. The Financing

Does the applicant intend to purchase all or any part of the proposed bond issue? *Yes.*

V. Certification of Applicant

The undersigned hereby represents that, to the best knowledge and belief of the undersigned, this application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect.

A check in the amount of $3,000 representing the City's non-refundable application fee is enclosed.

[Balance of Page Intentionally Left Blank – Signature Page Follows]

The undersigned acknowledges and agrees to pay to the City simultaneously with the issuance of the bonds all City out-of-pocket costs and a bond issuance fee calculated on the schedule set forth below. The fee shall be due and payable at the time the Bonds are issued.

Sales Tax Exemption. For Projects requesting the issuance of bonds solely for purposes of sales tax exemption, an issuance fee of the greater of $2,000 or 0.10% of the par amount of bonds being issued will be charged.

Applicant Name

By: Dustin K. Baker
Title: Manager

City of Basehor

Agenda Item Cover Sheet

Work Session Agenda Item No. 1

Meeting Date:

February 25, 2026

Staff Contact:

Gene Myracle, Municipal Services Director

Topic:

Brush dump debris site 2300 N. 158th St.

Narrative:

The brush dump site for Basehor residents to dispose of tree limbs, grass clippings, and leaves has been receiving large loads of tree debris larger than normal yard maintenance should warrant.

Tree debris 12" inches in diameter up to include root systems still attached in excess of 5' feet across have been disposed of at the brush site causing disposal issues for staff.

Staff Recommendation:

- Leave current operating hours as is based off citizen survey
- Additional signage stating allowable debris disposal
- Install camera system with signage stating area is monitored
- Create an Ordinance pertaining to the disposal of unauthorized debris where violators could be subject to prosecution before the municipal court.

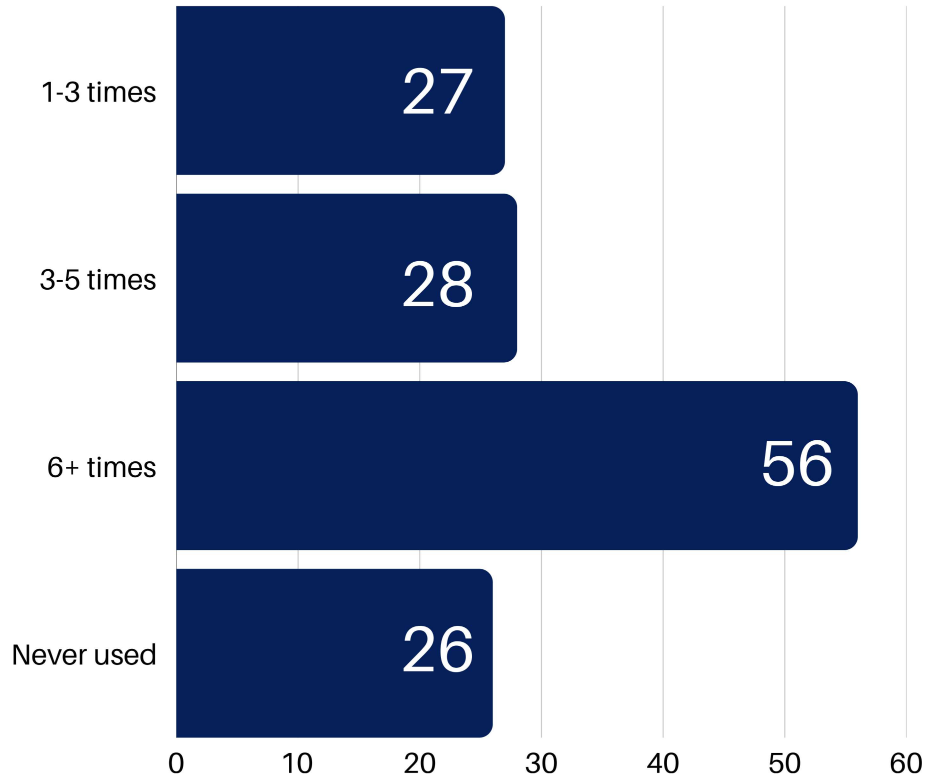
Attachments:

City of Basehor Brush Dump Citizens Survey 12/31/2025

City of Basehor Brush Dump Usage Survey

Have you ever utilized the Basehor Brush Dump?

If yes, how many times in the last 12 months?

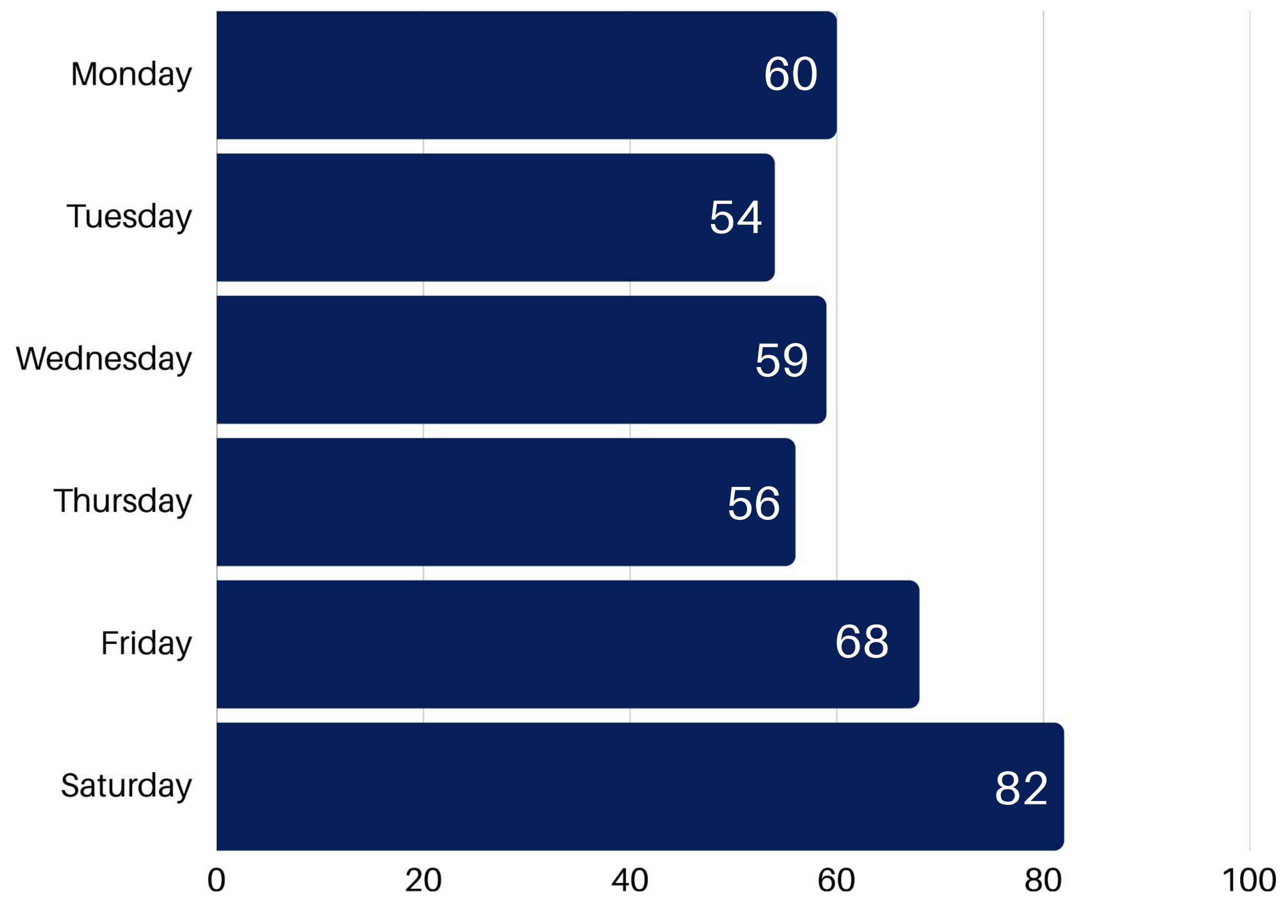


Total completed the survey:

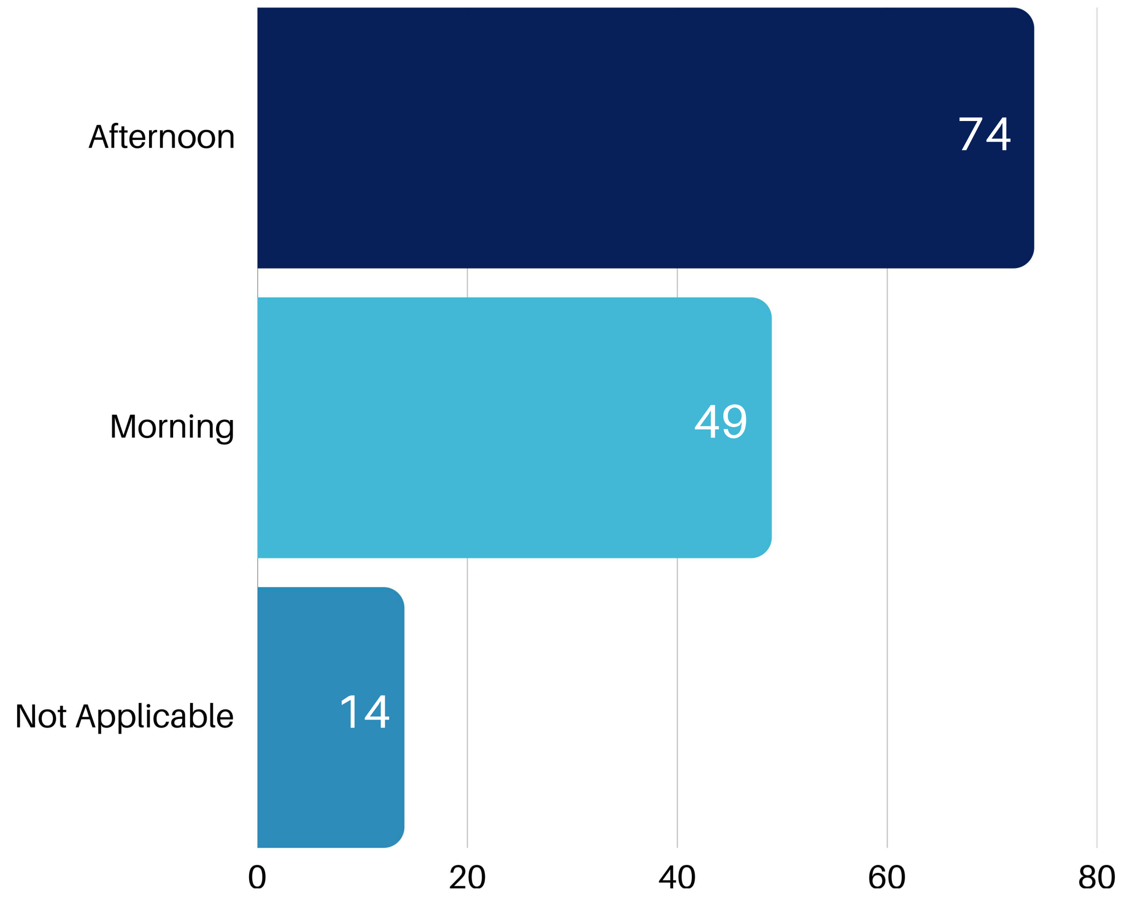
137

(CLOSED: 12/31/25)

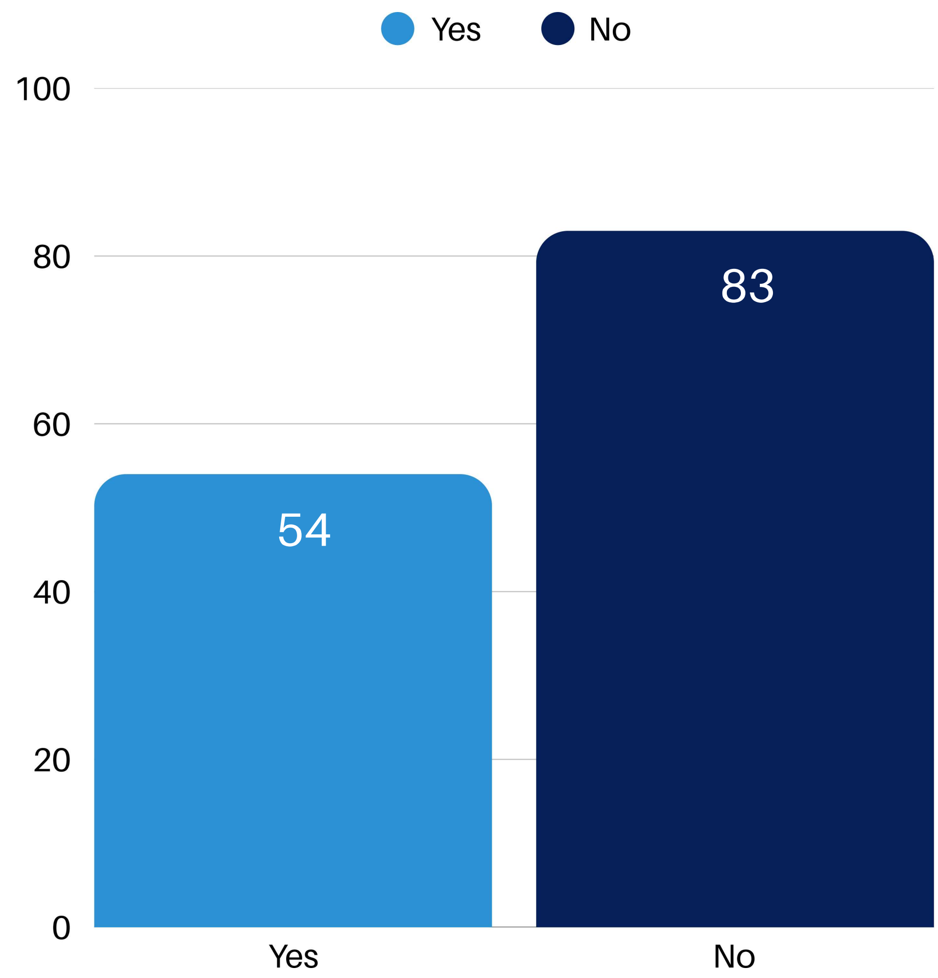
Which of the following days do you prefer to utilize the Basehor Brush Dump site?



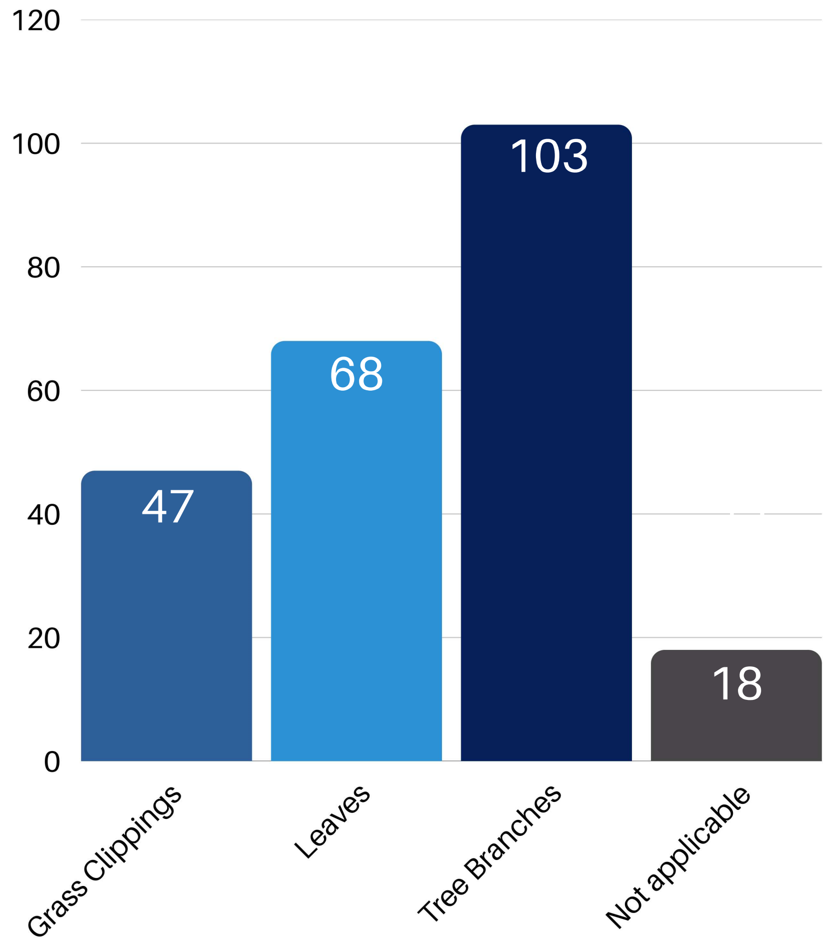
What time of day is easiest for you to access the Basehor Brush Dump site?



Would you be supportive of curbside pickup for a minimal fee ($1.50 or less per bag of yard waste)?



What items do you generally bring to the Basehor Brush Dump site?



City of Basehor

Agenda Item Cover Sheet

Work Session Agenda Item No. 2

Meeting Date:

February 25, 2026

Staff Contact:

Gene Myracle, Municipal Services Director

Topic:

Discarding grass clippings and leaves onto city roadways and pedestrian walking paths.

Narrative:

Staff have been noticing more residents while maintaining their residential lawns are allowing the excess grass and yard debris to be blown onto the pedestrian walking paths as well as into the roadways which ends up packing the storm sewer gutters, storm boxes, and open ditches causing drainage issues.

Staff Recommendation:

Consider adopting an Ordinance addressing these items and enforced by the Codes and/or Police Department personnel.