

Agenda

Basehor City Council

Work Session

November 4, 2013 7:00 p.m.

Basehor City Hall



1. Prairie Fire Development Presentation
2. City Park Concept Design Discussion
3. Sound Ordinance No. 636
4. Vicious Dog Ordinance No. 637
5. Resolution Approving Subdivision Improvement Agreement with Midamerican Investments, LLC
6. Codification Update

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

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 1

Topic: Prairie Fire Development Group, LLC

Action Requested: Approve resolution for support of development project.

Narrative: Prairie Fire Development, LLC is applying for tax credits in 2014 to help with the funding from LIHTC (Low Income Housing Tax Credit) to develop a 48 unit 55+ senior housing apartment building located in the Pinehurst development. The project is proposed to be located at 155th and Amber. The estimated development budget for this project is \$5.5 million.

Presented by: Lloyd Martley, Interim City Administrator and Kelley Hrabe, Prairie Fire Development management group

Administration Recommendation: Consider approving a resolution showing that the City supports the development of this project.

Committee Recommendation: N/A

Attachments: Prairie Fire Development Group, LLC Statement of Qualifications.

Projector needed for this item?

No



Prairie Fire Development Group, LLC
1712 E. 123rd Street – Olathe, Kansas – 66061

Statement of Qualifications



Prairie Fire Construction – Development – Management Group, LLC
1712 E. 123rd Street – Olathe, Kansas 66061
p. 913.777.5323 f. 913.777.5320 e. info@prairiefiredg.com



Prairie Fire Construction Group, LLC

Prairie Fire Development Group, LLC (“PFDG”) is a full service general contracting and construction management company with locations in Kansas City, Missouri and Olathe, Kansas. The principles of PFDG have over 80 years of combined experience in real estate development, economic development and general contracting.

History and Summary

PFDG was forged out of a relationship between Contractor and Developer. In early 2012, J&M Contracting, of which Rudy Manes was co-owner, was bought out by his partner. During this time Rudy met with Kelley Hrabe to discuss collaborating on upcoming development and construction projects. Hrabe was looking to consolidate his real estate development companies and assets under one common brand, as well as start a general contracting company to build his ongoing portfolio. Manes was also looking to expand beyond construction in to the real estate development market.

After much discussion and planning, Hrabe and Manes decided to consolidate and capitalize their development and construction expertise under the Prairie Fire Group of Companies. Manes and Hrabe are the sole owners of all three entities that provide turnkey development, construction and property management services for their own portfolio and third party clients.

Development activity is approximately \$22 million for 2013 and expected to grow to \$25 million in 2014.

In addition to the development group, the other two companies include:

Prairie Fire Construction Group.

The construction group builds primarily for Prairie Fire Development Group, but also for third party clients. Construction contracts for 2013 is approximately \$8 million and expected to grow to \$12 million in 2014.

Prairie Fire Management Group.

Prairie Fire Management Group, LLC (“PFMG”) is the property management arm of the Prairie Fire Group of Companies based in Olathe, Kansas. PFMG is a full service property and facilities management company that provides turnkey property management, asset



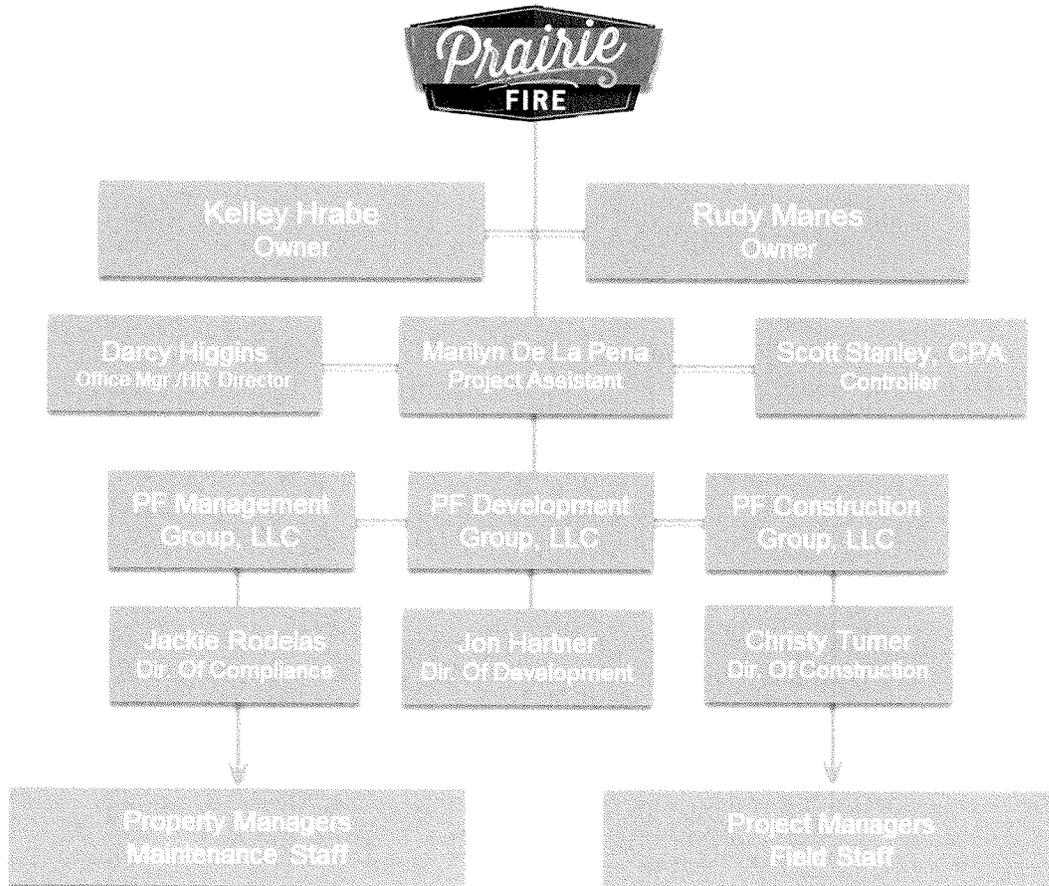
management and facilities maintenance for its own portfolio and for third party clients.

PFMG's management team has over 60 combined years of property and facility management experience, focusing primarily on affordable and market rate housing. PFMG provides property maintenance and repairs through vertically integrated related companies including landscaping, painting, and construction. Current portfolio includes the management of 221 units of affordable and market rate housing in five projects. Over the next twelve months PFMG will be adding another 120 units to its management portfolio. The following table summarizes PFMG's current experience:

Property	Type	Location	No. Units	Occupancy
Pohler Lofts	LIHTC/Mkt	Lawrence, KS	52	97.0%
Pemberton Sr. Living	LIHTC/Mkt	Kansas City, KS	80	100.0%
Chatham Sr. Apartments	LIHTC	Kansas City, MO	44	100.0%
Riverview Sr. Residences	LITHC	Hutchinson, KS	36	Lease Up
MGB Lofts	Market	Kansas City, MO	9	Construction
Brookside Sr. Residences	LIHTC	Kansas City, MO	46	Predevelopment
Baxter Springs Sr. Residences	LIHTC	Baxter Springs, KS	28	Predevelopment
Total/Avg			295	99.0%



Prairie Fire Organization



PFCG Development Team

The PFDG Management Team has over 80 years combined experience with construction management, development and risk management. Following are bios of key personnel:

Kelley Hrabe – President, Development

Kelley has over eighteen years of experience with construction, development and urban planning related projects. Having focused on housing and redevelopment for the past ten years, his insight into the housing market combined with his knowledge of real estate development and construction further strengthens the management team. Working with some of the top development and construction



firms in the nation, Mr. Hrabe has acquired the experience needed to manage and complete successful developments. As a Master's level Urban Planner, with a concentrated effort on housing and real estate development, Kelley has focused his career on issues as it relates to affordable and market rate housing development and management in urban and rural areas.

Mr. Hrabe is a member of the Urban Land Institute (ULI), American Planning Association (APA), associate member of Certified Commercial Investment Management (CCIM), and the American Institute of Certified Planners (AICP). His education includes a Master of Urban Planning with a concentration in real estate development, and a B.A. degree in Economics with a focus on finance and international development with continuing education in finance, development and construction related topics.

Jon Hartner – Director of Development

Jon is responsible for identifying and cultivating development opportunities for PFDG. He manages the predevelopment and development process for all affordable housing and market rate projects. Jon has a Master's Degree in Urban Planning from the University of Kansas.

Rudy Manes – President, Construction

Rudy directs all aspects of the management group including operations and maintenance issues. Rudy has over 25 years experience managing construction and facilities projects. Starting with his active service in the Seabee's (the construction and facilities unit of the US Navy), Rudy has managed a multitude of projects starting with forward operations during the Gulf War and facilities management on President Regan's ranch in California. Over the past 15 years, Rudy has led numerous projects that involved complete property renovations to ongoing facility maintenance in senior living properties. Rudy provides operational oversight of the construction management team.

Christy Turner – Director of Construction

Christy acts as project manager on all of Prairie Fire's construction projects. She manages the entire construction process, from estimating/budgeting through onsite project management. Christy has over 10 years' experience working for some of the country's largest and innovative construction and architecture firms. Recently she headed up the design/build group of a well-established and respected Kansas City based architecture firm.



Darcy Higgins – Office Manager/HR and Risk Management

Darcy oversees all corporate office management support and provides back office assistance to construction staff. She has over 15 years' experience with human resources, risk management, budgeting and general office management.

Scott Stanley, CPA – Corporate Controller

Scott oversees all corporate financial matters including financial reporting, budgeting and tax accounting. He has over 26 years' experience with accounting, financial analysis and business planning, working for very large corporations as well as startup ventures. Eleven years of his career was spent with KeyBank Real Estate Capital where he established the accounting and investor reporting department for 90 Low Income Housing Tax Credit (LITHC) funds. While at KeyBank, Scott facilitated the completion of audits and tax returns for all LITHC funds, as well as provided financial support to the Asset Management group. Scott provides oversight on all financial matters as it relates to corporate initiatives and the development group.

Mark Donner – Information Technology Manager

Mark oversees all corporate and property information technology needs, ranging from network maintenance and installation of computers and networks at the property locations. Mark also manages and monitors network security and backup systems.

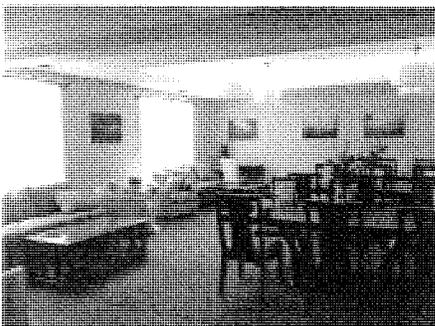
Project Experience

The development team has extensive experience developing projects throughout the Midwest, including market rate and affordable rental properties. A sample of their experience includes:



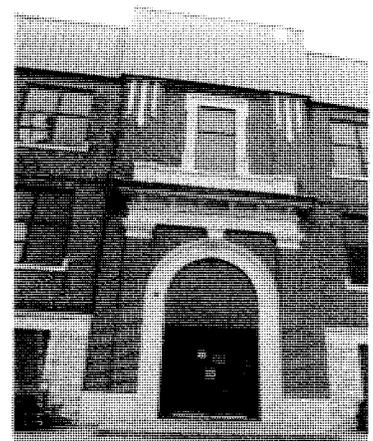
**Pemberton Senior Living
Kansas City, Kansas.** 80 unit 55+ senior community made up of duplexes, triplexes and a clubhouse. Property is currently 100% occupied with a 200 person waiting list.

**Brookside Senior Residences
Kansas City, Missouri.** 46 unit 55+ senior apartment project. Located in the HCA Brookside Medical Campus, it will spur redevelopment and development around existing medical office buildings and an acute care emergency room. Project currently under development.



**Riverview Senior Residences
South Hutchinson, Kansas.** 36 unit 55+ senior apartment project. Currently in lease up.

**Baxter Springs Senior Residences
Baxter Springs, Kansas.** 28 unit 55+ apartments to be located in the 1914 Baxter Springs High School. Building to be renovated to historical standards.





Project Systems and Controls

QuickBooks

PFDG uses QuickBooks to manage all financial information related to construction projects including payroll, accounts payable/receivable and financial reporting to lenders and investors.

CPM Project Management Software

PFDG uses CPM Project Management Software to manage all of its construction projects. In addition to adding convenience to project management, the software also allows for greater collaboration between the multiple entities involved in a single project. PFDG can share project designs and schedules between key players such as the engineers, architects, and subcontractor. The software offers estimating, project management, and bid management applications to manage a firm's construction projects.

The project management capabilities of the software include document control, contract management, drawing management, budgeting and cost control, and time sheet tracking. The project management application will allow a construction firm to upload as many drawings and designs as needed to handle a particular project. Additionally, the software incorporates lien releases, requests for information, requests for proposals, and subcontractor billing.

Timberline

PFDG uses Timberline to estimate and budget all of its projects to provide efficient, single source control. Timberline estimating software streamlines the entire estimating process, from conceptual estimate to final bill of material, and everywhere in between. Timberline is fully integrated, customizable accounting and operations software for construction and real estate management.

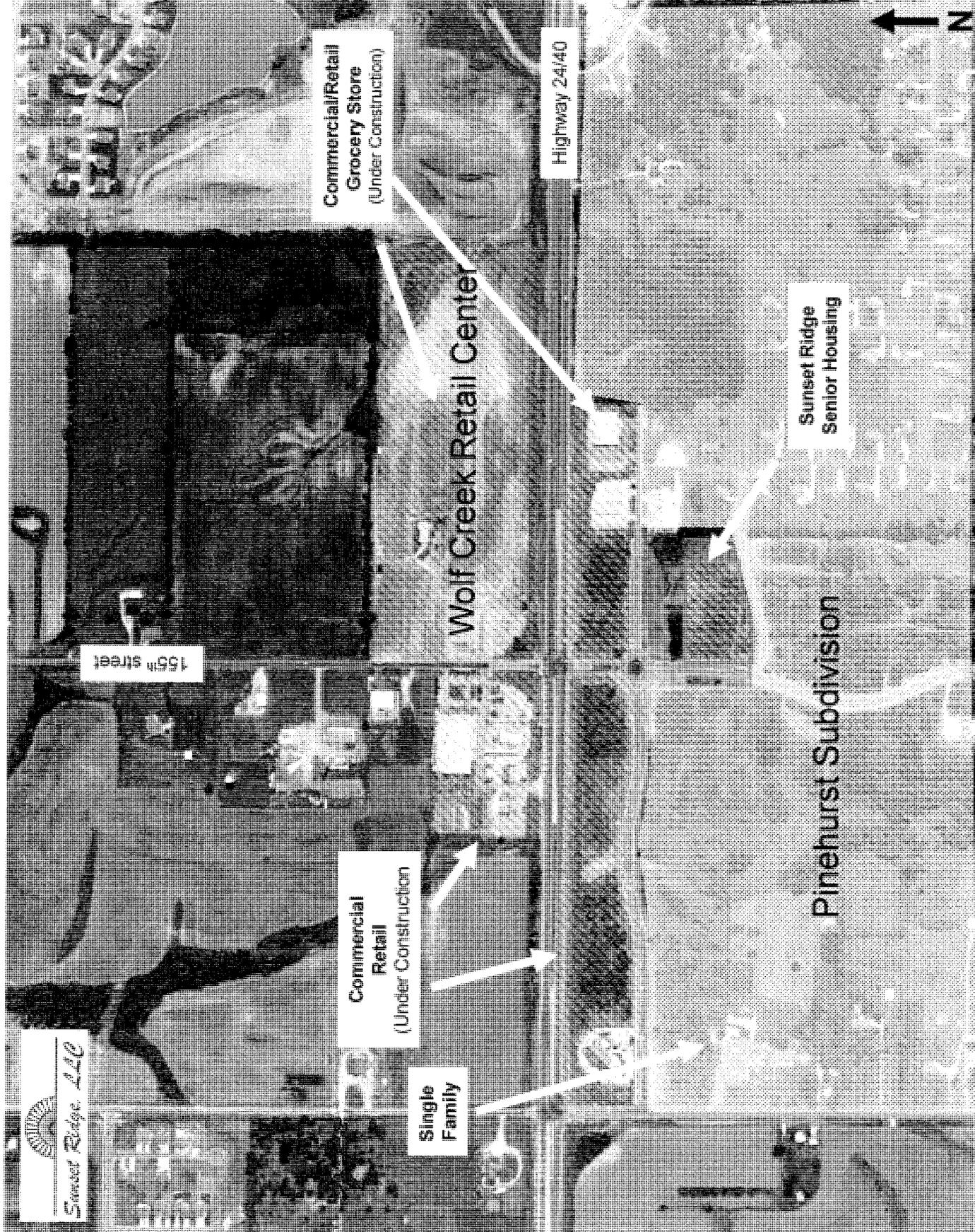


Attachment A Experience Summary



Prairie Fire Development - Construction - Management Group, LLC
 1712 E. 123rd Street
 Olathe, Kansas 66061

Development Name City, State	Status	Project Type	Unit Count		Financing Sources	Owner	Developer	Property Manager	Contractor	Current Participation Period		Total Development Cost	
			Affordable	Market						Occup. %	From: To:		
Pohler II, Lawrence, Kansas	10/13 Closing	Apartments	36		LIHTC		X			NA	8/1/2013	Present	5,000,000
Chatham, Kansas City, Missouri	Complete	55+ apts	40				X			100.0%	2/1/2013	Present	8,000,000
Pohler, Lawrence, Kansas	Complete	Apartments	48	4	LIHTC, HTC		X			100.0%	2/1/2013	Present	7,000,000
Delaware Highlands, Kansas City, KS	Complete	Assisted Living	121		LIHTC, Section 8, Medicaid		X			100.0%	6/1/2004	6/1/2011	8,500,000
Murray Hill Senior Housing, Chanute, Kansas	Complete	55+ apts	24		LIHTC, HTC		X			95.0%	6/1/2008	9/1/2010	4,500,000
Subtotal - Third Party Clients												33,000,000	
Pemberton Senior Living, Kansas City, Kansas	Complete	55+ duplexes	76	4	LIHTC	X	X	X		100.0%	6/1/2009	Present	10,500,000
Odessa Senior Residences, Odessa, Missouri	Predevelopment	55+ apts	22		LITHC, HTC	X	X	X		NA	3/1/2013	Present	4,450,000
Riverview Senior Residences, S. Hutchinson, KS	Under Construction	55+ apts	36		LIHTC, HOME, AHP	X	X	X		NA	5/1/2012	Present	5,300,000
1612 Grand/MBG Lofts, Kansas City, Missouri	10/13 Closing	Market Rate Apts		9	HTC, Conventional	X	X	X		NA	4/1/2013	Present	4,500,000
Baxter Springs Sr Residences, Baxter Springs, Kansas	12/13 Closing	55+ apts	28		LIHTC, HTC	X	X	X		NA	5/1/2013	Present	5,200,000
Brookside Sr Residences, Kansas City, Missouri	10/13 Closing	55+ apts	46		LIHTC	X	X	X		NA	2/1/2013	Present	7,890,000
PFDG Farms, Richmond, Kansas	In Production	Crop/Cattle Land	NA	NA	Conventional	X	X	X		NA	7/1/2013	Present	448,000
1712 E. 123rd Street, Olathe, Kansas	Complete	Office	NA	NA	Conventional	X	X	X		100.0%	8/1/2013	Present	400,000
Belvoir, Liberty, Missouri	Predevelopment	Mixed Use	80	80	Conventional, LIHTC	X	X	X		NA	2/1/2013	Present	TBD
Subtotal - Prairie Fire Portfolio												38,688,000	
Total Development - Construction - Management Experience												71,688,000	



Commercial/Retail Grocery Store (Under Construction)

Highway 24/40

Wolf Creek Retail Center

Sunset Ridge Senior Housing

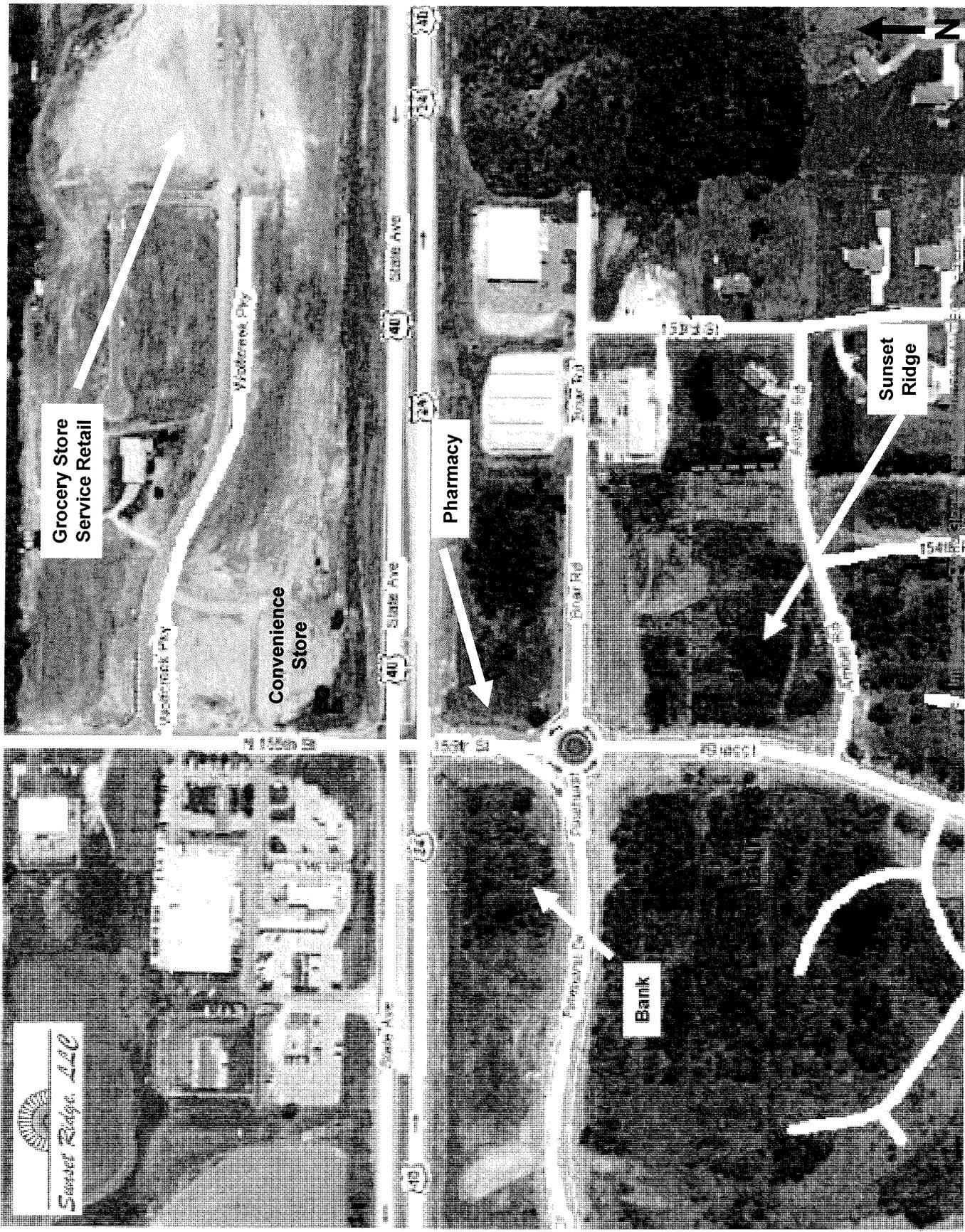
Pinehurst Subdivision

155th Street

Commercial Retail (Under Construction)

Single Family

Sunset Ridge, LLC



Grocery Store
Service Retail

Convenience
Store

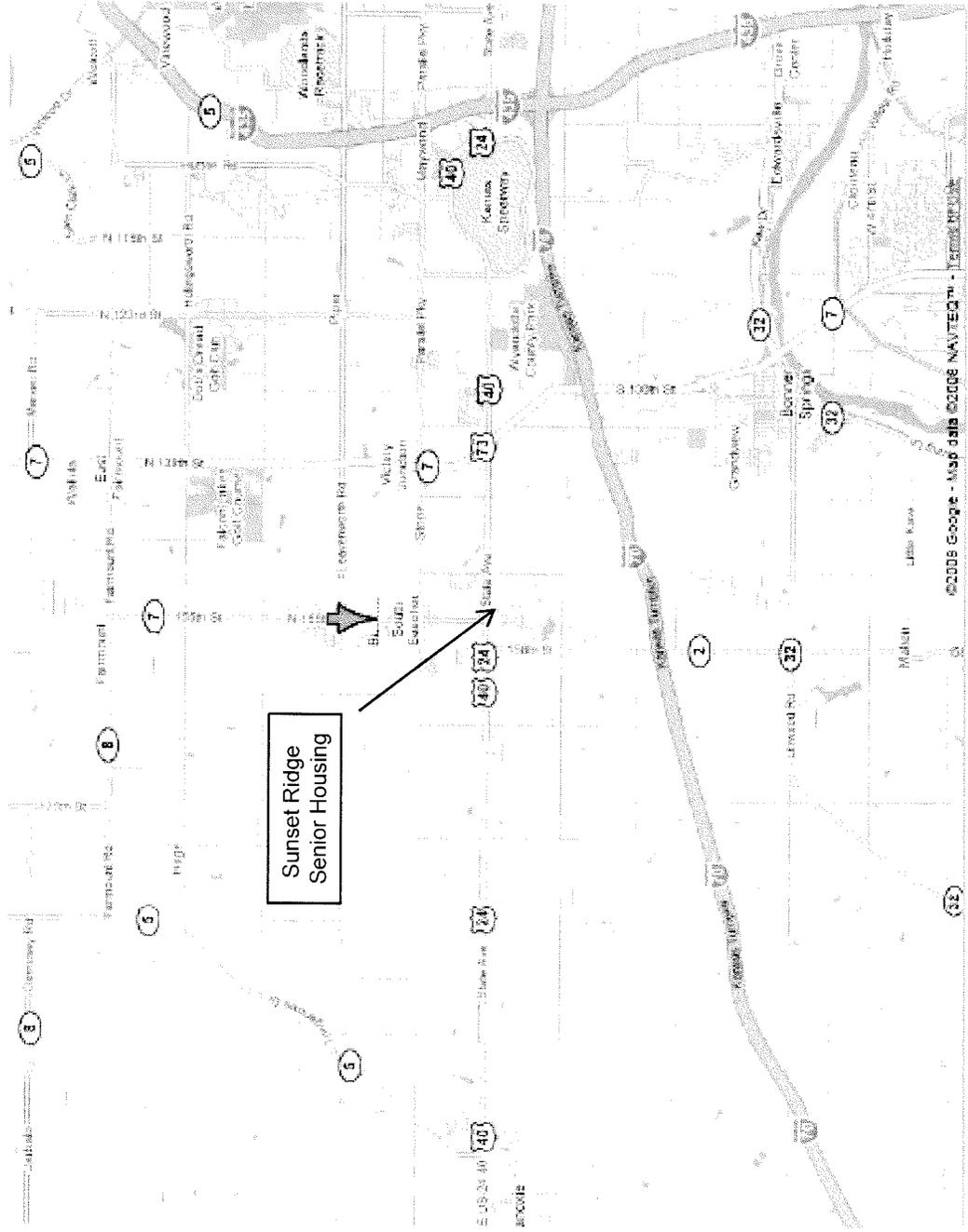
Pharmacy

Bank

Sunset
Ridge

Sunset Ridge, LLC





City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Concept designs for City Park

Action Requested: Discuss and consider options presented by Ochsner Hare & Hare.

Narrative: Ochsner Hare & Hare has prepared concept A and concept B for the council to discuss pertaining to the expansion and development of our City Park. As part of our comprehensive plan survey City Park was designated as an area of the City citizens would like to see improved. Coming up with an agreed design is the first step in this process.

Presented by: Lloyd Martley, Interim City Administrator

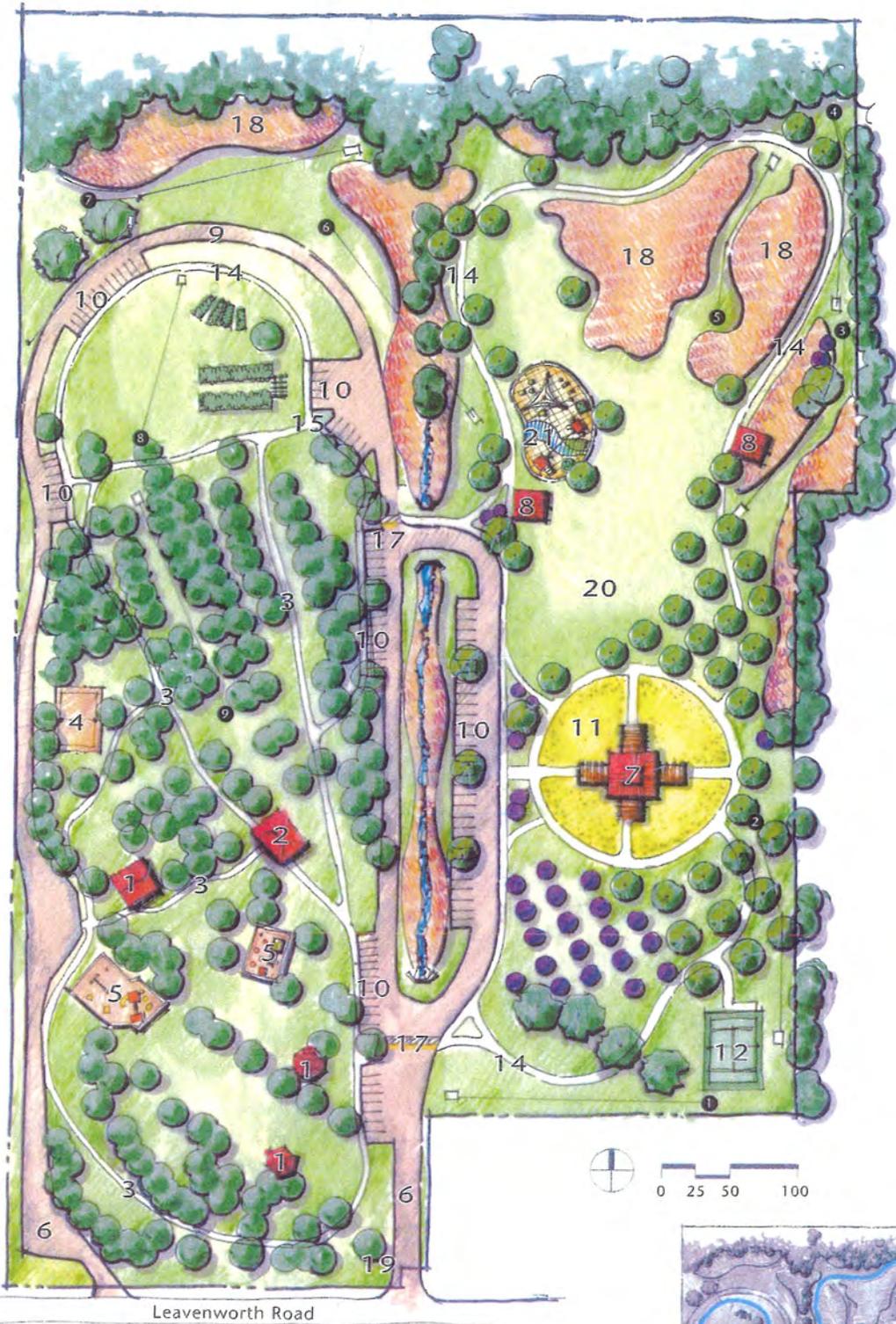
Administration Recommendation: Discuss and agree on either concept A or B with any changes noted.

Committee Recommendation: N/A

Attachments: Concept A and Concept B

Projector needed for this item?

No



Legend

- | | |
|-----------------------------------|--|
| 1. Existing Shelter | 11. Grand Lawn |
| 2. Existing Restroom | 12. Tennis |
| 3. Existing Trail (Widened to 6') | 13. Frisbee Golf (Hole #1) |
| 4. Existing Volleyball | 14. New 8' Wide Trail |
| 5. Existing Playground | 15. New Trail Connection |
| 6. Existing Road | 16. Pedestrian Bridge (Not on Concept B) |
| 7. New Primary Shelter | 17. Pedestrian Road Crossing |
| 8. New Secondary Shelter | 18. Native/Prairie Plantings |
| 9. New Loop Road | 19. New Park Entrance Monument |
| 10. New Parking | 20. Bocce Ball/Croquet |
| | 21. Children/Teen Play |

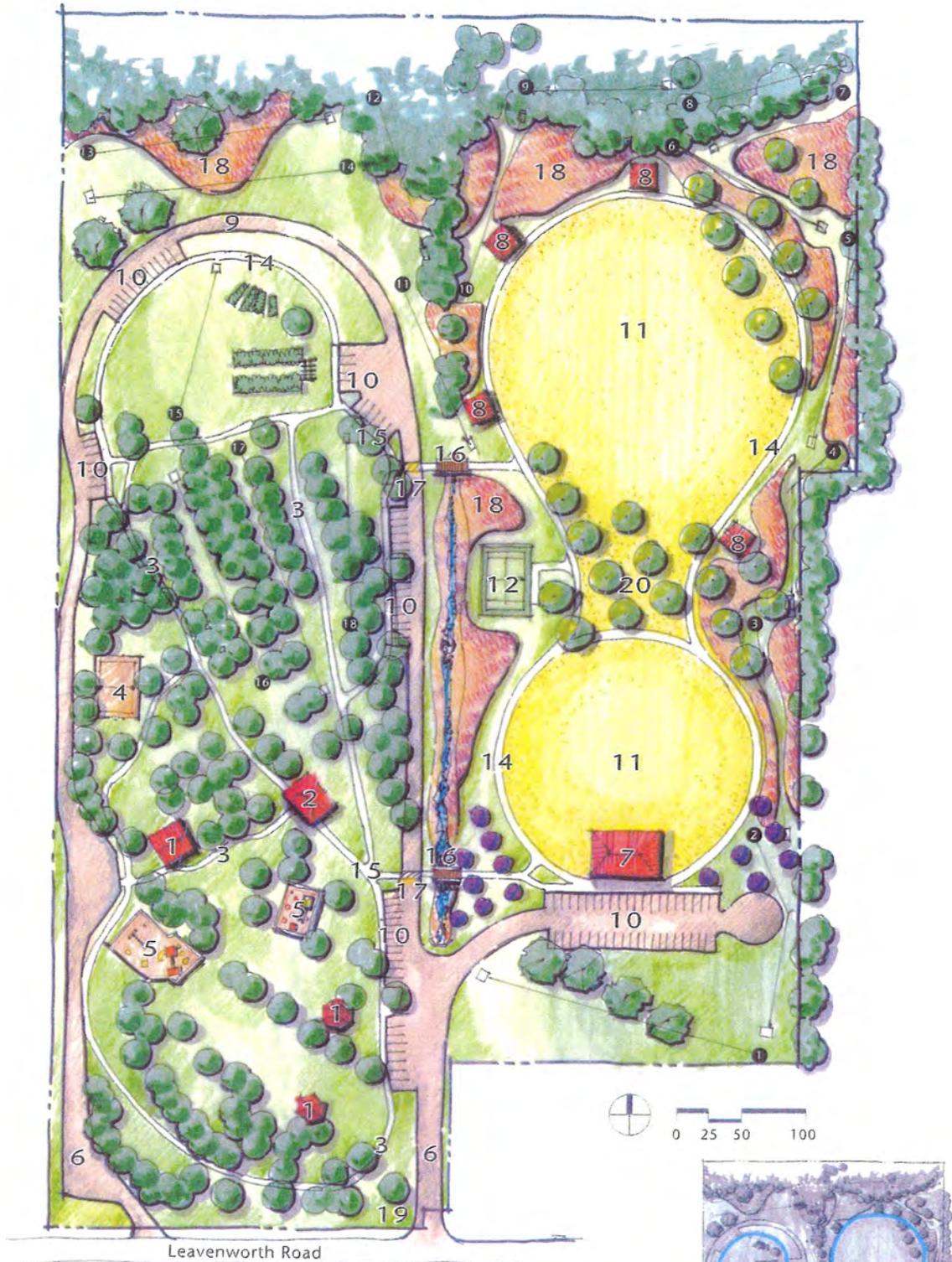


Basehor City Park - Concept B

City of Basehor, KS

October 14, 2013





Legend

- | | |
|-----------------------------------|--------------------------------|
| 1. Existing Shelter | 11. Grand Lawn |
| 2. Existing Restroom | 12. Tennis |
| 3. Existing Trail (Widened to 6') | 13. Frisbee Golf (Hole #13) |
| 4. Existing Volleyball | 14. New 8' Wide Trail |
| 5. Existing Playground | 15. New Trail Connection |
| 6. Existing Road | 16. Pedestrian Bridge |
| 7. New Primary Shelter | 17. Pedestrian Road Crossing |
| 8. New Secondary Shelter | 18. Native/Prairie Plantings |
| 9. New Loop Road | 19. New Park Entrance Monument |
| 10. New Parking | 20. Bocce Ball/Croquet |

Basehor City Park - Concept A

City of Basehor, KS

October 14, 2013





Primary Shelter - Polygon Western Skyline



Secondary Shelter - Polygon 16'x16' REK



Entry Monument



8' Wide Running and Walking Trails



Bocce Ball and Croquet Areas



Frisbee Golf



City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 3

Topic: Sound Ordinance 636

Action Requested: Approve Ordinance 636 amending the current sound ordinance 476.

Narrative: Our current sound ordinance 476 covers loud sound amplifications produced from within a vehicle. Ordinance 636 includes other sound amplification equipment that can produce loud and unnecessary noise to include construction sites and animals. The ordinance establishes times for when excessive noise is allowed in the city.

Presented by: Lloyd Martley, Chief of Police

Administration Recommendation: Approve Ordinance 636

Committee Recommendation: N/A

Attachments: Article 7, Sound amplification systems, Ordinance 476 and Ordinance 636

Projector needed for this item?

No

ORDINANCE NO. 636

AN ORDINANCE ENACTING A NEW ARTICLE 7 OF CHAPTER 8, ENTITLED "NOISE" OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend the City Code of the City of Basehor, Kansas by enacting a new Article 7 of Chapter 8, entitled "Noise".

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

Section 1. That Chapter 8, Article 7 of the City Code of the City of Basehor, Kansas, shall be amended to read as follows:

8-701. LOUD AND UNNECESSARY NOISE PROHIBITED

It is unlawful for any person to make, continue, or allow to be made or continued, any excessive, unnecessary, unusual or loud noise which creates a nuisance or injures or endangers the comfort, repose, health or safety of others, or which interferes with the use or enjoyment of property of any person of reasonable sensibilities residing in or occupying the area unless the making and continuing of such noise is necessary for the protection and preservation of property or the health and safety of some individual.

The following acts are hereby declared to be noise nuisances and are unlawful and in violation of this section.

1. The playing or permitting or causing the playing of any radio, radio receiving set, television, phonograph, boom box, loudspeaker, drum, juke box, nickelodeon, musical instrument, sound amplifier or similar device which produces, reproduces, or amplifies sound when done in such a manner or with such volume, intensity, or with continued duration so as to annoy, to distress, or to disturb the quiet, comfort, or vicinity or hearing thereof. For special events a request for a permit shall be submitted to the city council 60 days prior to the event for approval.

2. No person operating or occupying a motor vehicle on a street, highway, alley, parking lot or driveway shall operate or permit the operation of any sound amplification system from within the vehicle so that the sound is plainly audible at a distance of 50 or more feet from the vehicle.

a) Plainly Audible – means any sound produced by a sound amplification system from within the vehicle, which clearly can be heard at a distance of 50 feet or more. Measurement standards shall be by the auditory senses, based upon direct line of sight. Words or phrases need

not be discernible and bass reverberations are included. The motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot or driveway.

3. Construction – The erection, including construction, excavation, demolition, alteration, repair work, or the permitting or causing thereof, of any building or other structure, or the operation or the permitting or causing the operation of any tools, or equipment used in construction, excavation, drilling, demolition, alteration or repair work:

- a) Other than between the hours of six a.m. and ten p.m.
- b) This subsection shall not apply in cases of extreme and urgent necessity in the interest of public safety and convenience.

4. Animals – The owning, keeping or harboring of any animal that continuously, repeatedly, or persistently for thirty (30) minutes or more, without provocation by the complainant, howls, barks or emits audible sounds which shall annoy, distress, or disturb the quiet, comfort, or repose of any person or reasonable sensibilities within the vicinity.

8-702 EXCEPTIONS

The following activities, as long as they are conducted during the hours of 6 a.m and 10 p.m. as a normal function of a permitted use and the equipment is maintained in proper working condition, are exempted from the provision of this chapter:

- a) Lawn mowers and yard maintenance
- b) Repair of personal use vehicles
- c) Home repair at place of residence

The following shall not be considered loud and unnecessary noise for purposes of this ordinance:

- a) Sound from law enforcement motor vehicles and other emergency motor vehicles including, but not limited to, snow clearing equipment.
- b) Sound from vehicles or equipment belonging to the city, state, county, federal government, school or other governmental agencies or utilities engaged in preparing for or remedying a potentially hazardous situation.
- c) Sound that a person is making or causing to be made when said person has received and maintains a valid license or permit which specifically allows sound levels in excess of those set forth in this ordinance from the Governing Body of the City.

8-703 ENFORCEMENT

In addition, the following personnel employed by the City shall have the power to enforce the provisions of this section:

- a) Law enforcement officers
- b) Code enforcement officers

8-704

PENALTIES

Any person, individual, partnership, corporation or association who violates any of the provisions of this ordinance is guilty of an ordinance violation and upon conviction, shall be punished by a fine not to exceed \$500.00 or imprisonment of not more than six months, or by both such fine and imprisonment. Each day any violation hereof is found to exist or continues to exist shall be a separate offense and punishable as such hereunder.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this ____ day of November, 2013.

APPROVED by the Mayor this ____ day of November, 2013.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

ARTICLE 7. SOUND AMPLIFICATION SYSTEMS

8-701. LOUD SOUND AMPLIFICATION SYSTEMS PROHIBITED. (a) No person operating or occupying a motor vehicle on a street, highway, alley, parking lot or driveway shall operate or permit the operation of any sound amplification system from within the vehicle so that the sound is plainly audible at a distance of 50 or more feet from the vehicle.

(b) Sound Amplification System - means any radio, tape player, compact disc player, loud speaker, or other electronic device used for the amplification of sound.

(c) Plainly Audible - means any sound produced by a sound amplification system from within the vehicle, which clearly can be heard at a distance of 50 feet or more. Measurement standards shall be by the auditory senses, based upon direct line of sight. Words or phrases need not be discernible and bass reverberations are included. The motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot, or driveway.

(d) It is an affirmative defense to a charge under this section that the operator was not otherwise prohibited by law from operating the sound amplification system, and that any of the following apply:

(1) The system was being operating to request medical or vehicular assistance or to warn of a hazardous road condition;

(2) The vehicle was an emergency or public safety vehicle;

(3) The vehicle was owned and operated by the city or a gas, electric, communications or refuse company;

(4) The system was used for the purpose of giving instructions, directions, talks, addresses, lectures or transmitting music to any persons or assemblages of persons in compliance with ordinances of the city;

(5) The vehicle was used in authorized public activities, such as parades, fireworks, sports events, musical productions and other activities which have the approval of the department of the city authorized to grant such approval.

(Ord. 277, Sec. 1)

8-702. LOUDSPEAKERS, SOUND AMPLIFIERS: PERMITS. It shall be unlawful for any person to play, use or operate on the streets, alleys or public grounds of the city any instrument known as a loudspeaker or amplifier, without first procuring a permit. A formal request for a permit shall be submitted to the city council 60 days prior to the event. Upon approval of the city council a permit may be obtained from the city clerk and shall be made available to law enforcement upon request during the course of the event. (Ord. 476, Sec. 2; Code 2007)

8-703. PENALTY. Any person, individual, partnership, corporation or association who violates any of the provisions of this ordinance is guilty of an ordinance violation and upon conviction, shall be punished by a fine not to exceed \$500.00 or imprisonment of not more than six months, or by both such fine and imprisonment. Each day any violation hereof is found to exist or continues to exist shall be a separate offense and punishable as such hereunder. (Ord. 476. Sec. 3; Code 2007)

(First Published in Basehor Sentinel August 25, 2005)

ORDINANCE NO. 476

ORDER AMENDING CHAPTER VIII, HEALTH AND WELFARE, ARTICLE 7, SOUND AMPLIFICATION SYSTEMS TO INCORPORATE SECTION 2, 8-702, SECTION 3, 8-703 OF THE CODE OF THE CITY OF BASEHOR, KANSAS

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

Section 2. To incorporate section 8-702, Loudspeakers, Sound Amplifiers: Permits, within the code of the city of Basehor.

8-702 LOUDSPEAKERS, SOUND AMPLIFIERS: PERMITS. It shall be unlawful for any person to play, use or operate on the streets, alleys or public grounds of the city any instrument known as a loudspeaker or amplifier, without first procuring a permit. A formal request for a permit shall be submitted to the city council 60 days prior to the event. Upon approval of the city council a permit may be obtained from the city clerk and shall be made available to law enforcement upon request during the course of the event.

Section 3. To incorporate section 8-703, Setting Penalty, within the code of the city of Basehor

8-703. PENALTY. Any person, individual, partnership, corporation or association who violates any of the provisions of this ordinance is guilty of an ordinance violation and upon conviction, shall be punished by a fine not to exceed \$500.00 or imprisonment of not more than six months, or by both such fine and imprisonment. Each day any violation hereof is found to exist or continues to exist shall be a separate offense and punishable as such hereunder.

Section 4. This ordinance shall be in full force and effective from and after its passage, and publication in the official city newspaper.

Approved by the City council this 15th day of August, 2005.

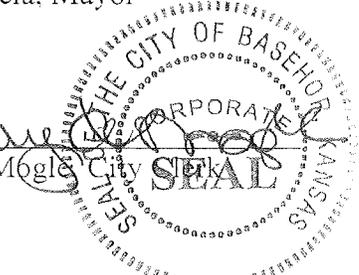
Approved by the Mayor this 15th day of August, 2005.

Chris Garcia, Mayor

Approved for Content:

Attest:

John F. Thompson, City Attorney

Mary A. Mogle

SCANNED
1-11-07

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 4

Topic: Vicious Dog Ordinance 637

Action Requested: Approve Vicious Dog Ordinance 637 amending ordinance 416

Narrative: Ordinance 416 was passed in 2003 establishing requirements and procedures for owning and maintaining what was deemed to be vicious animals. The ordinance was very restrictive and impossible to consistently enforce. Ordinance 637 amends the current ordinance and makes it possible for the animal control officer to regulate and enforce vicious animal violations.

Presented by: Lloyd Martley, Chief of Police

Administration Recommendation: Approve Ordinance 637

Committee Recommendation: N/A

Attachments: Ordinance 416, Ordinance 637

Projector needed for this item?

No

ORDINANCE NO. 637

AN ORDINANCE ENACTING A NEW CHAPTER II, ARTICLE 1, SECTION 2-115, ENTITLED "VICIOUS DOGS", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend the City Code of the City of Basehor, Kansas by enacting a new Chapter II, Article 1, Section 2-115, entitled "Vicious Dogs".

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

Section 1. That Chapter II, Article 1, Section 2-115 of the City Code of the City of Basehor, Kansas, shall be amended to read as follows:

2-11 VICIOUS DOGS

(a) Definitions

- (1) Animal Control Officer shall mean the chief of police of the city, or any police officer of the city, or any other person designated by the chief of police or the mayor of the city.
- (2) At Large shall mean off the premises of the owner or keeper or not under the control or supervision of the owner or keeper.
- (3) Dog shall include both male and female dogs, three months of age or older.
- (4) Own shall mean and include own, keep, harbor, shelter, manage, possess, or have a part interest in any dog. If a minor owns a dog subject to the provisions of this article, the head of the household of which such minor is a member shall be deemed to own the dog for the purposes of this article.
- (5) Owner shall mean the one who owns his or her employee, agent, or other competent person into whose charge the actual owner has placed the dog.
- (6) Vicious Dog as used in this section, shall mean and include any dog which by virtue of its breeding, training, characteristics, behavior or other factors the owner or custodian thereof knows or has reason to know has a propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or any other animal.

REQUIREMENTS

(a) Leash. No person shall permit a vicious, ferocious or dangerous dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet in length.

(b) Confinement. All vicious, ferocious or dangerous dogs shall be securely confined indoors or in a securely enclosed or locked pen or kennel.

(c) Signs. All owners or keepers of vicious, ferocious or dangerous dogs within the city shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog."

(d) Registration of Vicious Dogs. All owners or keepers of vicious, ferocious or dangerous dogs within the city shall within register the dogs with the police clerk.

DISPOSITION

(a) Any vicious dog kept in violation of this ordinance may be ordered by the court destroyed in a humane manner when, in the court's judgment, such vicious dog represents a continuing threat of serious harm to human beings or other animals. If the court does not order destruction of the dog, the court shall allow the owner or custodian thereof no more than 48 hours to remove the dog from the city. Failure to remove such dog within the time allowed by the court shall constitute a violation of this ordinance.

(b) Any person convicted of a violation of this ordinance shall be assessed all expenses for the care, treatment, boarding or other expenses necessitated by the seizure of any dog for the protection of the public, including all expenses for the humane destruction of such dog by order of the court.

PENALTIES

(a) Any person violating this ordinance shall upon conviction in the municipal court of the city of Basehor, Kansas be found guilty of a misdemeanor and fined a sum not less than \$1,000 nor more than \$10,000 and/or sentenced to imprisonment in the Leavenworth County Jail for a period not to exceed six months.

(b) Any person convicted of a violation herein may also be ordered to pay all expenses, including shelter, food, handling and veterinary care necessitated by enforcement. Any person convicted of violating this ordinance also may be ordered by the court to make full or partial restitution to any individual or another animal who has suffered bodily injury as the result of an attack by such person's vicious dog.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this ___ day of November, 2013.

APPROVED by the Mayor this ___ day of November, 2013.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

ORDINANCE NO. 416

ORDER AMENDING CITY ORDINANCE NO. 2-115, VICIOUS DOGS OF THE
CODE OF THE CITY OF BASEHOR, KANSAS.

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

Section 1. Section 2-115 of the code of the City of Basehor is hereby amended to read as follows:

VICIOUS DOGS.(a) Definitions.

- (1) Animal Control Officer shall mean the chief of police of the city, or any police officer of the city, or any other person designated by the chief of police or the mayor of the city.
- (2) At Large shall mean off the premises of the owner or keeper or not under the control or supervision of the owner or keeper.
- (3) Dog shall include both male and female dogs, three months of age or older.
- (4) Own shall mean and include own, keep, harbor, shelter, manage, possess, or have a part interest in any dog. If a minor owns a dog subject to the provisions of this article, the head of the household of which such minor is a member shall be deemed to own the dog for the purposes of this article.
- (5) Owner shall mean the one who owns, his or her employee, agent, or other competent person into whose charge the actual owner has placed the dog.
- (6) Vicious Dog as used in this section, shall mean and include any dog which by virtue of its breeding, training, characteristics, behavior or other factors the owner or custodian thereof knows or has reason to know has a propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or any other animal.

(b) Insurance. The owner or custodian of any vicious dog shall maintain a policy of insurance in an amount not less than \$200,000 per incident insuring the person against any claim, loss, damage or injury to any human being, any property, domestic pet, or livestock resulting from the acts of such dog. Such person shall produce evidence of the required insurance upon request of a law enforcement officer, animal control officer or public health officer. The owner or custodian of such dog must provide proof of insurance at the time the dog is registered. If the owner or custodian fails to provide such proof of insurance, the owner or custodian shall be denied registration and shall be subject to such other penalties provided for herein. In order to comply with the provisions of this section, the owner or custodian must provide insurance that specifically insures that specific breed of dog under the insurance policy. Such determination, if disputed, shall be resolved by the City Attorney, and his/her decision shall be final. This section shall not apply to dogs kept by law enforcement agencies.

SCANNED

1-12-07 *OT*

(c) Leash and Muzzle. No person shall permit a vicious, ferocious or dangerous dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet in length. No person shall permit a vicious, ferocious or dangerous dog to be kept on a chain, rope or other type of leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all vicious ferocious or dangerous dogs on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.

(d) Confinement. All vicious, ferocious or dangerous dogs shall be securely confined indoors or in a securely enclosed or locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine vicious, ferocious or dangerous dogs must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than one foot. All structures erected to house vicious, ferocious or dangerous dogs must comply with all zoning and building regulations of the city. All such structures must be ventilated and kept in clean and sanitary conditions.

(e) Confinement Indoors. No vicious, ferocious or dangerous dogs may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when screen doors are the only obstacle preventing the dog from exiting the structure.

(f) Signs. All owners, keepers or harborers of vicious, ferocious or dangerous dogs within the city shall within 10 days of the date of this ordinance display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog." In addition, a similar sign is required to be posted on the kennel or pen of such animal.

(g) Registration of Vicious Dogs. All owners, keepers or harborers of vicious, ferocious or dangerous dogs within the city shall within 10 days of the date of this ordinance register the dogs with the city clerk. Such registration shall include a photograph of each vicious dog owned, kept or harbored.

(h) Ownership of Certain Vicious Dogs Prohibited. It shall be unlawful to keep, harbor, own or in any way possess any vicious dog which either:

(1) Attempts to attack, bite or otherwise do bodily harm to a human being or another animal; or

(2) Attacks bites, or otherwise does bodily harm to a human being or another animal.

This section shall not apply to dogs kept by law enforcement agencies.

- (3) Any wolf-hybrid; provided, that wolf-hybrids registered with the City may be kept within the City if the owner provides the necessary insurance as required in Section (b) herein. "Wolf-hybrid" is defined to mean a domesticated dog that has in its known genetic history and/or formal pedigree cross breeding with the wolf species to include, but not be limited to, animals referred to as wolf-hybrids or wolf-mix breeds or the breed known as Tundra Shepherd. The registration of an animal at any time in any jurisdiction as wolf-hybrid, wolf-mix breed or Tundra Shepherd shall constitute prima facie evidence the animal is subject to this Article.

The keeping of such specific breeds shall be subject to the following additional standards:

- (1) No person shall permit a registered pit bull dog, Rottweiler dog or wolf-hybrid to go outside its kennel or pen unless such animal is securely leashed with a leash no longer than four feet in length. No person shall permit a pit bull dog, Rottweiler dog or wolf-hybrid to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such animals may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all pit bull dogs, Rottweiler dogs or wolf-hybrids on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting a person or other animals.
- (2) All registered pit bull dogs, Rottweiler dogs or wolf-hybrids shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine registered pit bull dogs, Rottweiler dogs or wolf-hybrids must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground not less than two feet. All structures erected to house pit bull dogs, Rottweiler dogs or wolf-hybrids must comply with all zoning and building regulations of the City of Basehor, Kansas. All structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (3) No pit bull dog, Rottweiler dog or wolf-hybrid may be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such an may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the animal from exiting the structure.
- (4) All owners, keepers or harborers of registered pit bull dogs, Rottweiler dogs or wolf-hybrids within the City of Basehor, Kansas shall within ten days of the effective date of this ordinance display in a prominent place on

(i) Disposition of Certain Vicious Dogs.

(1) Any public health officer, law enforcement officer, or licensed veterinarian, or any officer or agent of a duly incorporated humane society, may take into custody any dog suspected of being kept by its owner or custodian in violation of subsection (h). When a law enforcement agency takes custody of such dog, the agency may place the dog in the care of a duly incorporated humane society or licensed veterinarian for boarding, treatment, or such other care deemed necessary.

(2) Any vicious dog kept in violation of subsection (h) may be ordered by the court destroyed in a humane manner when, in the court's judgment, such vicious dog represents a continuing threat of serious harm to human beings or other animals. If the court does not order destruction of the dog, the court shall allow the owner or custodian thereof no more than 48 hours to remove the dog from the city. Failure to remove such dog within the time allowed by the court shall constitute a separate violation of subsection (h).

(3) Any person convicted of a violation of subsection (h) shall be assessed as costs all expenses for the care, treatment, boarding or other expenses necessitated by the seizure of any dog for the protection of the public, including all expenses for the humane destruction of such dog by order of the court.

(k) Insurance Requirements on Specific Breeds of Dogs. It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Basehor, Kansas:

(1) Any pit bull dog; provided, that pit bull dogs registered with the City may be kept within the City if the owner provides the necessary insurance as required in Section (b) herein. "Pit bull dog" is defined to mean:

- (a) The Staffordshire bull terrier breed of dog;
- (b) The American pit bull terrier breed of dog;
- (c) The American Staffordshire terrier breed of dog;
- (d) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier; or a combination of any of these breeds. The registration of an animal at any time in any jurisdiction as a pit bull or any dog listed above shall constitute prima facie evidence the animal is subject to this Article.

(2) Any Rottweiler dog; provided, that Rottweiler dogs registered with the City may be kept within the City if the owner provides the necessary insurance as required in Section (b) herein. The registration of an animal at any time in any jurisdiction as a Rottweiler shall constitute prima facie evidence the animal is subject to this Article.

their premises a sign easily readable by the public, using the words, "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such animal.

(5) All owners, keepers or harborers of registered pit bull dogs, Rottweiler dogs or wolf-hybrids must within ten days of the effective date of this ordinance provide proof to the Basehor City Clerk of and thereafter continuously provide public liability insurance in a single incident amount of \$200,000 per incident insuring the person against any claim, loss, damage or injury to any human being, any property, domestic pet, or livestock resulting from the acts of such dog. Such insurance policy shall provide that no cancellation of the policy will be made unless ten days written notice is given to the Basehor City Clerk.

(6) All owners, keepers or harborers of registered pit bull dogs, Rottweiler dogs or wolf-hybrids must within ten days of the incident, report in writing to the Basehor City Clerk the removal from the city or death of a registered pit bull dog, Rottweiler dog or wolf-hybrid, the birth of offspring of a registered pit bull dog, Rottweiler dog or wolf-hybrid, and the new address of a registered pit bull dog. Rottweiler dog or wolf-hybrid owner should the owner move within the corporate limits of the city of Basehor, Kansas.

(7) No person shall sell, barter, or in any other way, dispose of a pit bull dog, Rottweiler dog or wolf-hybrid registered with the city to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; provided that the registered owner of a pit bull dog, Rottweiler dog or wolf-hybrid may sell or otherwise dispose of a registered animal or the offspring of such animal to a person who does not reside within the city.

(8) All offspring born of pit bulls, Rottweiler dogs or wolf-hybrids registered within the city must be removed from the city within six weeks of the birth of such animal.

(9) It shall be unlawful for the owner, keeper or harborer of a pit bull dog, Rottweiler dog or wolf-hybrid registered with the city of Basehor, Kansas to fail to comply with the requirements and conditions set forth herein. Any animal found to be the subject of a violation of this Article shall be subject to immediate seizure and impoundment. In addition, failure to comply will result in the revocation of the license of such animal resulting in the immediate removal of the animal from the city.

(10) Any person violating any of the provisions of this ordinance shall upon conviction in the municipal court of the city of Basehor, Kansas be found guilty of a misdemeanor and fined a sum not less than \$1,000 nor more than \$10,000 and/or sentenced to imprisonment in the Leavenworth County Jail for a period not to exceed six months. In addition to the foregoing penalties, any person convicted of a violation herein may also

ORIGINAL

be ordered to pay all expenses, including shelter, food, handling and veterinary care necessitated by enforcement. Any person convicted of violating this ordinance also may be ordered by the court to make full or partial restitution to any individual or another animal who has suffered bodily injury as the result of an attack by such person's vicious dog.

For the purpose of this Article, "Person" includes any natural person, association, partnership, organization or corporation.

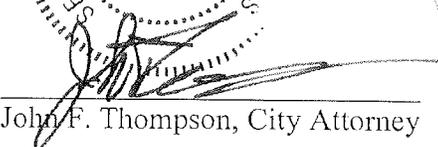
Section 2. This ordinance shall be in full force and effective from and after its passage, and publication in the official city newspaper.

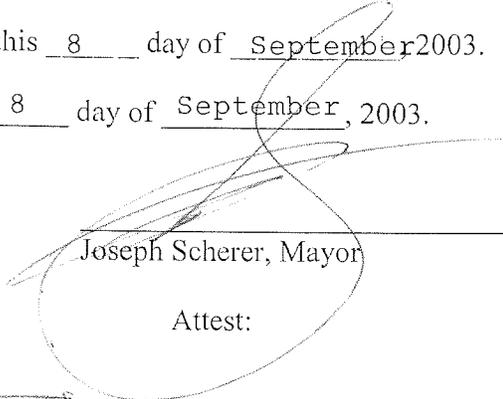
Approved by the City council this 8 day of September 2003.

Approved by the Mayor this 8 day of September, 2003.



Approved for Content:


John F. Thompson, City Attorney


Joseph Scherer, Mayor

Attest:


Mary Ann Mogle, City Clerk

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 5

Topic:

Wolf Creek Junction, 3rd Plat – Amended Subdivision Improvement Agreement.

Action Requested:

Consider Resolution 2013-17 - Amended Subdivision Improvement Agreement.

Narrative:

April 16, 2012, City Council approved Ordinance 611, approving a final plat for Wolf Creek Junction, 3rd Plat. The plat is a replat of the existing Wolf Creek Junction – Phase 2 Plat. The plat is located on the north side of US 24/40, between 155th Street to 150th Street. The proposed plat contains 8 lots for a total of 33.20 acres. The existing Subdivision Improvement Agreement is between the City of Basehor and Benchmark Management, LLC./Basehor Properties, LLC. The current owner is Midamerican Investments, LLC. Per Ordinance 611, a revised Subdivision Improvement Agreement shall be approved by the City Council regarding the subject plat.

Presented by:

Mitch Pleak, City Engineer

Administration Recommendation:

Approve Resolution 2013-17.

Committee Recommendation:

Attachments:

Resolution 2013-17 (6 pages)

9.17.07 Subdivision Improvement Agreement (7 pages)

Ordinance 611 (2 pages)

4.9.12 Staff Report (5 pages)

Projector needed for this item?

No

RESOLUTION NO. 2013-17

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND MIDAMERICAN INVESTMENTS, LLC.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Amended and Restated Subdivision Improvements Agreement with Midamerican Investments, LLC, attached hereto as **Exhibit A**.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Amended and Restated Subdivision Improvements Agreement with Midamerican Investments, LLC, attached as **Exhibit A**.

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

PASSED by the Governing Body this ___ day of _____, 2013.

APPROVED by the Mayor this ___ day of _____, 2013.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

Exhibit A
Amended and Restated Subdivision Improvements Agreement

To be attached.

AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT

This Amended and Restated Subdivision Improvements Agreement is entered into this ___ day of _____, 2013, by and between the City of Basehor, Kansas, hereinafter known as the "City" and Midamerican Investments, LLC, hereinafter known as "Midamerican".

RECITALS

WHEREAS, Wolf Creek Junction ("Wolf Creek") is a subdivision generally located at the intersection of U.S. Highway 24/40 and 153rd Street in the City, and was established for the development of a retail shopping center; and

WHEREAS the Wolf Creek Junction Transportation Development District was approved by the City on June 5, 2006 regarding the funding of certain transportation related improvements to be made in conjunction with the subdivision; and

WHEREAS, on September 17, 2007, the City entered into a Subdivision Improvements Agreement with Benchmark Management, LLC/Basehor Properties, LLC, the "Developer", regarding the construction and maintenance of certain improvements to be made in conjunction with the subdivision; and

WHEREAS, Midamerican has stepped into the shoes of the Developer and assumes and agrees to perform all of the terms, covenants and conditions of the Subdivision Improvements Agreement on the part of the Developer therein required to be performed; and

WHEREAS, many of the improvements contemplated by the Subdivision Improvements Agreement have been completed; and

WHEREAS, it is now necessary to amend and restate the Subdivision Improvements Agreement to reflect those changes.

NOW, THEREFORE, the City and Midamerican, in consideration of the mutual covenants and agreements contained herein do amend and restate the Subdivision Improvements Agreement as follows:

A. Description of Public Improvements:

1. Construct US-24/40 right of way access control fence per Kansas Department of Transportation Highway Permit 1-13-175.
2. Construct detention pond retaining walls in accordance with revised plans which must be filed with and approved by the city engineer showing alternative treatment regarding detention pond retaining walls. The City shall retain the authority to require the installation of retaining walls if the alternative treatment does not, in the city engineer's opinion, perform as well as the current plans. Revised plans shall be prepared by a professional engineer licensed in the state of Kansas. Midamerican

shall file revised plans with the city engineer within 120 days of the execution of this agreement. The detention pond retaining walls or alternative shall be constructed within 1 year of the execution of this agreement.

B. Engineering Drawings:

These obligations have been met.

C. Bonding:

Any obligations requiring bonding have been met.

D. Construction of Public Improvements:

These obligations have been met.

E. Inspection of Public Improvements:

These obligations have been met.

F. Erosion Control:

These obligations have been met.

G. Parkland Fee Assessment:

Midamerican shall contribute to the Park Fund a sum as set out by separate resolution of the Governing Body as per Chapter IV, Section 4-109 of the Subdivision Regulations of the City. The Parkland Fee will be collected at the time of issuance of a building permit for each lot.

H. Transportation Excise Tax:

These obligations have been met.

I. Landscaping:

All landscaping shall be in accordance with Section 21 of the City's Zoning Ordinance and the City's Commercial Development Guidelines. Landscaping shall be installed in conjunction with the building permit for each lot. No occupancy permit shall be issued until all required landscaping is complete.

J. Maintenance of Lots and Common Areas (Medians and Detention Area):

Midamerican is responsible for the ownership and maintenance of all fixtures, signage, and landscaping in all areas designated as common areas, private improvement areas, or constructed as a type of median until the Wolf Creek Junction, 3rd Plat Business Owners' Association is formed and takes over this obligation. Midamerican will be responsible for the maintenance of all lots in the subdivision, until such time as an occupancy certificate is issued to the individual homeowners or property owner. This will include:

1. Providing a suitable ground cover to prevent erosion, the mowing of the ground cover, and control of weeds in the development;
2. Maintaining all building lots in such a manner as to eliminate the build-up of trash and construction debris;
3. Providing and maintaining appropriate erosion control measures such as silt fences, bale ditch checks, and gravel-filled bags to prevent mud and trash from entering the public streets and storm sewers.

Tracts A and B as shown on the Wolf Creek Junction, 3rd Plat, shall be used for storm detention and green space. It shall be the responsibility of Midamerican and the individual lot owners to maintain the stormwater management facilities located on Tract A and B until the Wolf Creek Junction, 3rd Plat Business Owners' Association is formed and takes over this obligation. If, and only if, these facilities are not maintained to the satisfaction of the City, the City shall have the right, but not the obligation, to enter upon said tract of land (after proper notification of the business owners association and individual lot owners) and take any necessary action and assess all costs associated with said action to the properties within the Wolf Creek Junction.

K. Protection of Existing Improvements:

These obligations have been met.

L. Building Permits:

These obligations have been met.

M. Occupancy Permits:

No temporary or final certificate of occupancy will be issued to any builder or homeowner in the development until all required work on the structure has been completed and the structure has passed final inspection by the City, all public improvements have been accepted by the City and all inspection fees have been paid.

This agreement is not all-inclusive of the requirements of the City, nor does it relieve Midamerican from the requirements not expressly identified in this agreement that are required by the Zoning Ordinance, Subdivision Regulations and the Basehor City Code.

* 2 0 0 9 R 0 1 1 4 9 7 *

Doc #: 2009R01149

STACY R. DRISCOLL/REGISTER OF DEEDS
LEAVENWORTH COUNTY

RECORDED ON
02/04/2009 02:38PM

RECORDING FEE: 32.00

INDEBTEDNESS: 0.00

PAGES: 7

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, entered into on the 17th day of Sept., 2007, by and between the City of Basehor, Kansas, hereinafter known as the "City" and Benchmark Management, LLC./Basehor Properties, LLC., hereinafter known as the "Developer", witnesseth that;

WHEREAS, the developer has requested the City to permit the platting of a tract of land known as Final Plat of Wolf Creek Junction, Phase II, and further described as a 33.20 acre tract of land located mostly in the Southeast Quarter of Section 2, Township 11 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas.

WHEREAS, the City has approved such platting as being in compliance with requirements of the Zoning Ordinance and Subdivision Regulations in force by the City; and,

WHEREAS, the developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the developer and his/her representatives;

NOW, THEREFORE, the City and developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. Description of Public Improvements:

1. Sanitary Sewer:

Construction of approximately two thousand, five hundred and seventy-eight (2,578) lineal feet of eight-inch (8") gravity sewer; fourteen (14) manholes and one hundred twenty-five (125) lineal feet of service lines.

2. Streets, Curb and Gutter:

Wolf Creek Parkway

Construction of approximately one thousand eight hundred forty-seven (1,847) lineal feet of street, which will be thirty-six (36) feet wide, back-of-curb to back-of-curb (BOC) and ten inch (10") depth asphaltic concrete, over six-inch (6") compacted subgrade.

153rd Street

Construction of approximately five hundred seventy-one (571) lineal feet of street, which will be thirty (30) feet wide BOC and nine-inch (9") depth asphaltic concrete, over six-inch (6") compacted subgrade.

18' BOC
14' BOC

Sept, 2007

3. Storm Sewer:

Storm sewers and storm drainage structures consist of twenty (20) curb inlets of various sizes; and twelve (12) end sections of various sizes. Underground piping shall consist of approximately one thousand six hundred and twenty-nine (1,629) linear feet of reinforced concrete piping and approximately one thousand four hundred sixty-eight (1,468) linear feet of HDPE pipe.

4. Sidewalks:

Wolf Creek Parkway

Construction of approximately three thousand five hundred and sixty (3,560) lineal feet of five (5) foot sidewalk, which will include sidewalk on both sides of the street. Sidewalks will be ADA compliant and contain handicap ramps at all intersections with streets. All sidewalks are to be constructed at the time of public improvement construction or with the construction of individual lots.

153 Street

Construction of approximately five hundred ninety (590) lineal feet of five (5) foot sidewalk, which will include sidewalk on one side of the street. Sidewalks will be ADA compliant and contain handicap ramps at all intersections with streets. All sidewalks are to be constructed at the time of public improvement construction or with the construction of individual lots.

B. Engineering Drawings:

Drawings shall be prepared in accordance with Chapter IV, Sections 4-101, 4-102, 4-106, and 4-107 of the Subdivision Regulations and the most recent adopted edition of the City of Basehor Technical Specifications for Public and Private Improvements. All drawings shall be submitted, reviewed, and approved before a construction permit will be issued for construction of the public improvements.

C. Bonding:

The developer, through his contractors, has elected to provide a performance bond in the form of a corporate surety in the amount of 125% (one-hundred-twenty-five percent) of the construction costs as based on the City Engineer's estimate, or as based upon the actual construction contract amount if provided by the developer and agreed upon by the City Engineer. Once the improvements have been completed, a maintenance bond in the amount of 25% (twenty-five percent) of the construction costs shall be filed with the City Clerk, prior to the acceptance of the improvements by the city. The maintenance bond will be in effect for a period of two years following the date of acceptance of the public improvements. At the end of the two-year period of the maintenance bond, a subsequent inspection of the public improvements will be conducted prior to the release of the maintenance bond.

Sept, 2007

The maintenance bond will not be released until any deficiencies have been corrected and all sidewalks across vacant lots, where sidewalks are required, have been constructed.

D. Construction of Public Improvements:

All public improvements will be constructed in accordance with Chapter IV, Sections 4-102, 4-106, and 4-107 of the Subdivision Regulations of the City of Basehor and the most recent adopted edition of the City of Basehor Technical Specifications for Public and Private Improvements. No construction shall begin until all the below requirements have been met:

1. This Subdivision Improvements Agreement has been properly executed;
2. The engineering drawings have been approved by the City and City Engineer;
3. The required fees have been paid;
4. A five-day notice has been provided to the City Engineer and the City before commencement of construction activities.

E. Inspection of Public Improvements:

1. Quality control of the sanitary sewer system shall be the responsibility of the developer and will be accomplished in accordance with the requirements of the Kansas Department of Health and Environment. Continuous observation of all active phases of construction and quality assurance inspections shall be performed by the City Engineer or his/her designee. The City Superintendent will be notified prior to air testing of the new sewer line sections, vacuum testing of manholes, mandrel testing of new lines. All new lines installed and existing sewer lines which require a tap and saddle connection in association with this phase of the development shall have a videotape inspection done prior to the release of the maintenance bond. All costs associated with the inspection, videotaping, and testing of the sewer lines shall be bore by the developer. Such testing shall proceed only after permission is granted by the City Superintendent, and will only be accomplished with the City Superintendent or a designated representative present during the actual testing and video-taping.
2. Quality control for construction of the public improvements to include storm sewer, drainage, street sub-base, curb and gutter, pavement of the streets and cul-de-sacs, and sidewalks constructed as part of the public improvements, will be the responsibility of the developer. Quality assurance inspections will be performed by the City Engineer or his/her designee. **The developer shall pay for inspection personnel furnished by the City, under the supervision of the City Engineer, on all improvements constructed by the developer as contractor or subcontractor. The fees shall be as billed per invoices supplied to the City from the personnel providing the quality assurance inspections.** The developer shall keep the City informed as to what work is in progress, and will specifically notify the City and City Engineer prior to:
 1. Placement of any storm drain collection and junction boxes;
 2. Placement and backfilling of any storm sewer piping;

Sept, 2007

3. Placement of any asphalt, whether it be base course or final course;
4. Placement of any curb and gutter, and sidewalks.

F. Erosion Control:

Control of erosion during all phases of construction of the Public and Private Improvements shall be the responsibility of the developer. Control of erosion during the construction of structures within the development shall be the responsibility of the developer and builder until an occupancy certificate is issued. Erosion control measures shall include silt fencing, straw bale silt protection, gravel filter bags, and drainage swales. A design and layout of the erosion control measures have been included in the engineering drawings. Silt fences and straw bale silt protection will be installed to prevent silt from entering all creek tributaries, as needed and as required per plans.

During the construction of the sanitary sewer and storm sewers, erosion control will be provided to prevent siltation in all manholes, drainage piping, and inlet boxes. Upon completion of the streets, gravel filter bags will be installed and maintained at all storm box inlets. Additional silt fencing and straw bale silt protection shall be installed at any location where silt is likely to wash into a completed street. Such erosion protection shall be maintained until a suitable ground cover has been established.

Once construction has started on individual lots, the City will insure that the developer and builders construct erosion protection for each individual lot as necessary, and maintain such until the residence or commercial structure is completed and the ground cover is established throughout the entire yard area.

Erosion control measures will be routinely inspected by the City Superintendent and/or Planning Department. Failure to maintain adequate erosion control will be reason to direct that work in process be ceased until such protection measures have been properly installed or repaired.

G. Parkland Fee Assessment:

The developer shall contribute to the Park Fund a sum as set out by separate Resolution of the Governing Body as per Chapter IV, Section 4-109 of the Subdivision Regulations of the City of Basehor. Developer has elected to have the Parkland Fee collected at the time of issuance of a building permit for each lot.

H. Transportation Excise Tax:

The developer shall pay to the City of Basehor for all real property with a single-family residential, duplex residential, multi-family residential, commercial, or industrial zoning, a tax equal to the areas of the real property (square footage) included in the plat multiplied by the current tax rate. The tax owed for all real property with a multi-family residential, commercial, or industrial zoning or use shall pay the appropriate amount before Governing Body approval.

Sept, 2007

Total Transportation Excise Tax due for Wolf Creek Junction, Phase II is \$41,791.46, calculated as follows:

10.66 acres of sellable property (464,350 sq. ft.) @ .09 per sq. ft.
(This includes only the property known as the Cole property that was rezoned in 2006 and excludes public street rights-of-way and Tracts A and B, which are dedicated for stormwater management. The excise tax on the remaining property was paid previously with Wolf Creek Junction, Phase I).

The excise tax will be collected prior to recording of the final plat.

I. Landscaping:

All landscaping shall be in accordance with Section 21 of the City of Basehor Zoning Ordinance and the City of Basehor Commercial Development Guidelines. All landscaping shall be installed in conjunction with the installation and construction of all public and private improvements. **No Occupancy Permit shall be issued until all required landscaping is complete.**

J. Maintenance of Lots and Common Areas (Medians and Detention Area):

The developer is responsible for the ownership and maintenance of all fixtures, signage, and landscaping in all areas designated as common areas, private improvement areas, or constructed as a type of median. The owner will be responsible for the maintenance of all lots in the subdivision, until such time as an occupancy certificate is issued to the individual homeowners or property owner. This will include:

1. Providing a suitable ground cover to prevent erosion, the mowing of the ground cover, and control of weeds in the development;
2. Maintaining all building lots in such a manner as to eliminate the build-up of trash and construction debris;
3. Providing and maintaining appropriate erosion control measures such as silt fences, bale ditch checks, and gravel-filled bags to prevent mud and trash from entering the public streets and storm sewers.

K. Protection of Existing Improvements:

The developer shall be required to designate all roadways to be used as access to the site by construction equipment for the construction of all improvements in the development. The City Superintendent shall videotape all roadways designated by the developer for the purpose of verifying the existing condition of the designated roadways. This videotape shall then be used to determine if deterioration of the roadbed and surface has occurred due to the construction traffic created by the development. The developer shall be responsible for any damage, labor, materials, and costs necessary to restore the roadbed and surface to its condition prior to the initiation of development construction.

Sept, 2007

L. Building Permits:

Building Permits will be issued when **all** of the following conditions have been met:

1. The Final Plat has been filed at the Leavenworth County Register of Deeds Office.
2. Sanitary sewers have been installed, inspected, and accepted.
3. All storm sewer systems, and curb and gutter are in place.
4. Water lines and fire hydrants are installed and operational.
5. All erosion control measures are in place.
6. The individual residential and commercial building plans and site plans have been reviewed and approved and all fees have been paid.
7. **All fees for plan review (including preliminary & final plats, development plans, improvement plans, etc.) and quality assurance construction inspections are paid current to date of Building Permit Application.**

Foundation permits may be issued prior to the completion of item #4 above provided all other conditions have been met. No wood construction will be allowed to take place prior to all of the above conditions being met.

M. Occupancy Permits:

No Temporary or Final Certificate of Occupancy will be issued to any builder or homeowner in the development until all required work on the structure has been completed and the structure has passed final inspection by the City, all public improvements have been accepted by the City, and all inspection fees have been paid.

This agreement is not all-inclusive of the requirements of the City, nor does it relieve the developer from the requirements not expressly identified in this agreement that are required by the Zoning Ordinance, Subdivision Regulations, and the Basehor City Code.

If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

For the City of Basehor, Kansas:

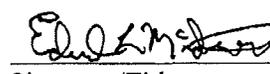


Mayor

9/27/07

Date

For the developer:

 9/27/07

Signature/Title Date

Signature/Title Date

Wolf Creek Junction Subdivision Agreement

STATE OF Kansas

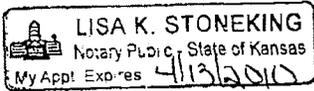
COUNTY OF Leavenworth

BEFORE ME, the undersigned authority, on this day personally appeared Edward L. Ndlovu, known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same for the uses, purposes and considerations therein expressed as his/her/their free and voluntary act and deed.

Given under my hand and seal of office this the 21st day of September, 2007

Lisa K. Stoneking
Notary Public

My Commission Expires

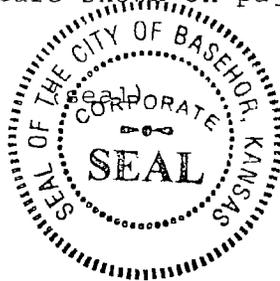


CERTIFICATION

I, Mary A. Mogle, city clerk for the city of Basehor, Kansas hereby certify the attached Wolf Creek Junction Subdivision to be a true and original document. I further certify that I attested the mayor's signature shown on page 6 of 6.

ATTEST

Mary A. Mogle
Mary A. Mogle, City Clerk



(Published in the Basehor Sentinel _____)

ORDINANCE NO. 611

AN ORDINANCE APPROVING A FINAL PLAT FOR WOLF CREEK JUNCTION, 3RD PLAT, GENERALLY LOCATED AT STATE AVENUE AND 150TH STREET, BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the applicant submitted a request for approval of a preliminary plat; and

WHEREAS, in accordance with Section 2-103 of the Basehor Subdivision Regulations, the Planning Commission reviewed the application on March 6, 2012; and

WHEREAS, the Planning Commission recommended approval with the following stipulations:

1. City Council approves the preliminary plat.
2. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
3. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
4. Applicant shall revise the City Council and City Engineer certificate to reflect the City of Basehor.
5. The error of closer shall not be more than 1 in 10,000.
6. City Council approve a subdivision improvement agreement.
7. Applicant shall provide dimensions of Wolf Creek Parkway from the centerline to the right-of-way line.
8. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.
9. A bearing shall be added to complement the distance of 523.52' after the point of commencement.
10. A distance shall be added to complement N2°04'33"W to the center section north of Lot 1.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on April 16, 2012.

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

Section 1: That the Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat subject to the stipulations stated below:

1. City Council approves the preliminary plat.

2. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
3. The plat shall dedicate the uses of Tract A and B.
4. The applicant shall enter into a new KDOT right-of-way permit with KDOT regarding Permit 1-05-272. The applicant shall provide a letter from KDOT stating that the applicant has entered into a new agreement regarding Permit 1-05-272.
5. A Subdivision Improvements Agreement shall be approved by the City Council regarding the subject plat.
6. The Wolf Creek Junction Transportation Development District shall be amended to reflect the replatting of the development.

Section 2: That this ordinance approving the subject plat shall not be published, nor the plat executed by the Governing Body, until the applicant has resolved the six (6) conditions to satisfaction.

Section 3: That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

PASSED by the City Council this 16th day of April, 2012.

APPROVED by the Mayor this 16th day of April, 2012.

SEAL

David Breuer, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

Staff Report

Date: April 9, 2012

Subject: Consider the Final Plat for Wolf Creek Junction, 3rd Plat a replat of Wolf Creek Junction – Phase 2 Plat submitted by Midamerican Investments, LLC on the following described property:

A parcel of land in the Southeast $\frac{1}{4}$ and part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 11 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas containing 33.20 acres.

GENERAL INFORMATION

Applicant: Midamerican Investments, LLC

Owner: Midamerican Investments, LLC

Address: 400 Bury Street
Tonganoxie, Kansas 66086

Engineer: MHS

SITE INFORMATION

Location: North side of US 24/40 between 155th Street and 150th Street.

Current Zoning: "CP-1" Neighborhood Business District and "CP-2" General Business District.

Future Land Use Map: Commercial.

STAFF ANALYSIS

Site Characteristics:

The proposed plat is located on the north side of US 24/40, between 155th Street to 150th Street. The property is currently platted under Wolf Creek Junction – Phase 2 Plat containing 33.20 acres. The proposed plat contains 8 lots. Lot 3 is developed and owned by Orscheln Farm & Home, LLC. The remaining lots are vacant.

Character of Neighborhood:

Property surrounding the proposed plat contains vacant and single family residential zoning toward the north and east. US 24/40 lays on the south side of the plat. Commercially zoned properties are located toward the west of the plat.

Adjacent Property:

	<u>Zoning</u>	<u>Use</u>
North:	"R-0" & "R-1"	Suburban and Single Family Residential
South:	"CP-2", "R-3", "NBHD", & "RR 2_5"	Commercial, Multifamily, Business, & Rural Residential
East:	"R-0"	Suburban Residential
West:	"CP-2"	Commercial

Conformance with the Comprehensive Plan:

The property located in the proposed plat is zoned "CP-1" Neighborhood Business District and "CP-2" General Business District. Per the Comprehensive Plan, the area is designated to be commercial. The proposed plat meets the Comprehensive Plan.

Traffic Impact:

Access to the proposed plat will be thru Wolf Creek Parkway. Wolf Creek Parkway is between 155th Street to 150th Street. 153rd Street is from the north subdivision line to the south right-of-way line of Wolf Creek Parkway. Vacated right-of-way within the proposed plat includes 153rd Street from Wolf Creek Parkway to the south subdivision line and Wolf Creek Parkway right-of-way corrected alignment located at the east subdivision line. Wolf Creek Parkway alignment correction matches the existing Wolf Creek Parkway. No new streets are being proposed for construction with the Wolf Creek Junction 3rd Plat.

Drainage Impact:

Stormwater infrastructure is already in place as part of the Wolf Creek Junction – Phase 2 Plat. Tract A & B shall be used for storm detention & green space as defined in the existing plat. Wolf Creek Junction, 3rd Plat is a replat of Wolf Creek Junction – Phase 2. The Subdivision Improvement Agreement for Wolf Creek Junction – Phase 2 conveyed the following:

Maintenance of Lots and Common Areas (medians and Detention Area): The developer is responsible for the ownership and maintenance of all fixtures, signage, and landscaping in all areas designated as common areas, private improvement areas, or constructed as a type of median. The owner will be responsible for the maintenance of all lots in the subdivision, until such time as an occupancy certificate is issued to the individual homeowners or property owner. This will include: (1) Providing a suitable ground cover to prevent erosion, the mowing of the ground cover, and control of weeds in the development; (2) Maintaining all building lots in such a manner as to eliminate the building-up of trash and construction debris; (3) Providing and maintaining appropriate erosion control measures such as silt fences, bale ditch checks, and gravel-filled bags to prevent mud and trash from entering public streets and storm sewers.

Utilities:

No new utilities will be proposed with the Wolf Creek Junction 3rd Plat.

Lot Configuration:

Lots 4-13 of the Wolf Creek Junction – Phase 2 will be changed with the proposed plat. With the lot changes, all lots will be in accordance to the zoning regulations for "CP-1" and "CP-2" zoning.

Parkland Fees

Wolf Creek Junction, 3rd Plat is a replat of Wolf Creek Junction – Phase 2. The Subdivision Improvement Agreement for Wolf Creek Junction – Phase 2 conveyed the following: The developer shall contribute to the Park Fund a sum as set out by separate Resolution of the Governing Body as per Chapter IV, Section 4-109 of the Subdivision Regulations of the City of

Basehor. Developer has elected to have the Parkland Fee collected at the time of issuance of the building permit for each lot.

Transportation Excise Tax:

Wolf Creek Junction, 3rd Plat is a replat of Wolf Creek Junction – Phase 2. The Subdivision Improvement Agreement for Wolf Creek Junction – Phase 2 conveyed the following: The developer shall pay to the City of Basehor for all real property with a single-family residential, duplex residential, multi-family residential, commercial, or industrial zoning, a tax equal to the areas of the real property (square footage) included in the plat multiplied by the current tax rate. The tax owed for all real property with a multi-family residential, commercial, or industrial zoning or use shall pay the appropriate amount before Governing Body approval. **Total Transportation Excise Tax due for Wolf Creek Junction, Phase II is \$41,791.46, calculated as follows: 10.66 acres of sellable property (464,350 sq. ft.) @ 0.09 cents per sq. ft. (This includes only the property known as the Cole property that was rezoned in 2006 and excludes public street rights-of-way and Tracts A and B, which are dedicated for stormwater management. The excise tax on the remaining property was paid previously with Wolf Creek Junction, Phase I)**

The Subdivision Improvement Agreement regarding Wolf Creek Junction – Phase 2 was approved on September 17th, 2007. Since the execution of the agreement 2 payments regarding excise tax have been paid.

1. 2008 for \$26,345.00.
2. 2011 for \$15,446.46.

The excise tax has been paid in full as described in the Subdivision Improvement Agreement for the existing plat.

Kansas Department Of Transportation (KDOT) – Right of Way Permit:

The plat abuts US 24/40 and was reviewed by KDOT for conformance. KDOT's only comment was the right of way permit issued for the original developer. The permit called for the right of way fence to be removed and replaced. To date the permit has not been fulfilled. The applicant shall enter into a new KDOT right-of-way permit with KDOT regarding Permit 1-05-272.

Subdivision Regulation Requirements:

The items to be included on the final plat per the Subdivision Regulations requirements:

1. The lines and names of all proposed streets or other ways or easements, and other open spaces intended to be dedicated for public use or granted for use of inhabitants of the subdivision. **This was provided by the applicant and shown on the plat.**
2. Lines and names of all adjoining streets within 200 feet. **This is shown within the submitted plat.**
3. Metes and bounds describing the plat and the contents within the plat associated with any lots, easements, and tracts of lands. This information shall be represented in a way that any lot line can be located in the field. **This is provided within in the submitted.**
4. The location of all building setback lines. **This is provided within the submitted plat.**
5. Suitable primary control points. **This is provided within the submitted plat.**
6. Location and elevation of a permanent benchmark. **A permanent benchmark is described on the plat.**
7. The location of all permanent monuments with the distances and bearings plainly marked. **This is provided within the submitted plat.**
8. Date of preparation, title, north point, and scale shall be included with the plat. **This is provided within the submitted plat.**

9. Error of Closure. **The perimeter of the plat is under 10,000 feet. Per the subdivision regulations the error allowed is 1 ft in 10,000 ft. The error of closure for the plat is 1 ft in 514,096.75 ft, which is adequate.**
10. Identification system for all lots and blocks, and the area in square feet of each lot. **This is provided within the submitted plat.**
11. Certification of the land surveyor preparing the plat, seal, and signature. **This is provided within the submitted plat.**
12. Acknowledgement of a notary. **This is provided within the submitted plat.**
13. A certification of the Planning Commission showing its approval of the plat. **This is provided within the submitted plat.**
14. The approval of the City Council. **Action has not been taken.**
15. The certificate of the Register of Deeds. **This is provided.**
16. The title insurance certification showing that the proposed sub divider owns all the property within the plat and that it is free from encumbrances and liens. **This is provided within the submitted plat.**
17. Statement by the owner dedicating streets, rights-of-way, and sites for public use. **This is shown within the submitted plat.**
18. Such other certificates, affidavits, endorsements, or dedication as may be required by the Planning Commission in the enforcement of these Regulations. **No other requirements were recommended by the Planning Commission.**
19. Purpose for which sites, other than residential lots, are dedicated or reserved. **Not applicable.**
20. Proper margins and lettering on the sheet that contains the plat. **Margins and lettering are properly shown.**
21. Legal description of the subdivision. **This was submitted with the plat.**
22. Public improvement plans associated with the final plat. **Not applicable.**
23. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full. **Applicant has yet to submit certification by the County showing that all due or unpaid taxes have been paid in full.**
24. A copy of the homeowners association. **Not applicable.**
25. Subdivision Improvements Agreement. **A subdivision improvement agreement exists with the Wolf Creek Junction, Phase 2 Plat. Staff recommends the original obligations be forwarded to the proposed plat before the execution of Wolf Creek Junction, 3rd Plat.**

Recommendation by Planning Staff

March 6, 2012, the Planning Commission approved (7-0) the final plat with ten (10) conditions. The conditions are:

1. City Council approves the preliminary plat.
2. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
3. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
4. Applicant shall revise the City Council and City Engineer certificate to reflect the City of Basehor.
5. The error of closer shall not be more than 1 in 10,000.
6. City Council approve a subdivision improvement agreement.
7. Applicant shall provide dimensions of Wolf Creek Parkway from the centerline to the right-of-way line.

8. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.
9. A bearing shall be added to complement the distance of 523.52' after the point of commencement.
10. A distance shall be added to complement N2°04'33"W to the center section north of Lot 1.

Since the Planning Commission approval, the owner has submitted a revised plat that meets conditions 2, 4, 5, 7, 8, 9, and 10.

Staff recommends Ordinance 611, approving a final plat for Wolf Creek Junction, 3rd Plat, with the following conditions:

1. City Council approves the preliminary plat.
2. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
3. The plat shall dedicate the uses of Tract A and B.
4. The applicant shall enter into a new KDOT right-of-way permit with KDOT regarding Permit 1-05-272. The applicant shall provide a letter from KDOT stating that the applicant has entered into a new agreement regarding Permit 1-05-272.
5. A Subdivision Improvement Agreement shall be approved by the City Council regarding the subject plat.
6. The Wolf Creek Junction Transportation Development District shall be amended to reflect the replatting of the development.