

# Agenda

## Basehor City Council

### Work Session

April 2, 2012 7:00 p.m.

Basehor City Hall



1. Discuss Financial Advisory Services Provider Request for Qualifications
2. Discuss Preliminary Plat for Wolf Creek Junction 3rd Plat
3. Discuss Final Plat for Wolf Creek Junction 3rd Plat
4. Discuss Field of Dreams Improvements
5. Discuss Possible Council Retreat Dates

# City of Basehor Agenda Item Cover Sheet

## Item No. 1

**Date:** March 27, 2012

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

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

**Re:** Discuss Financial Advisory Services Provider Request for Qualifications (RFQ)

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During the summer of 2008 the City of Basehor issued two year General Obligation Temporary Notes to finance the Basehor Boulevard (\$2,825,000) and 155<sup>th</sup> Street (\$937,500) Benefit District improvements.

In 2010, the City refinanced those temporary notes for an additional two years. In August of 2012, the City will need to secure permanent General Obligation financing for the debt.

For this reason the City will need to engage the services of an independent municipal financial advisor. Municipal issuers of debt employ a financial advisor to assist them with their bond sales and the structuring and pricing of related financial products, budgeting, financial planning, and treasury related issues. Public financial advisors principally help guide issuers through the complex process of debt issuance.

All bond issuance fees including the cost of the financial advisor will be included in the bond issuance and applied to the appropriate benefit district assessments.

The term of the agreement with the City's past financial advisor, Piper Jaffray expired upon the issuance of the Series 2010-1 General Obligation Temporary Notes in August of 2010.

The City has issued a RFQ from regionally based municipal financial advisors. Staff will return on April 16<sup>th</sup> with a recommendation.

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 2

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**Topic:** Preliminary Plat for Wolf Creek Junction, 3<sup>rd</sup> Plat.

**Action Requested:** Discuss Preliminary Plat for Wolf Creek Junction, 3<sup>rd</sup> Plat.

**Narrative:**

The proposed Preliminary 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 155<sup>th</sup> Street to 150<sup>th</sup> Street. The proposed plat contains 8 lots for a total of 33.20 acres.

March 6, 2012, the Planning Commission conducted a public hearing and approved (7-0) the preliminary plat with 2 conditions. Since the Planning Commission action, 1 condition has been met.

**Presented by:** Mitch Pleak, City Engineer

**Administration Recommendation:**

Staff recommends approval of the preliminary plat with the following conditions:

1. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.

**Committee Recommendation:**

**Attachments:**

3.27.12 Staff Report (9 pages)

**Projector needed for this item?** No

## Staff Report

**Date:** March 27, 2012

**Subject:** Consider the Preliminary Plat for Wolf Creek Junction, 3<sup>rd</sup> 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 ¼ 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 155<sup>th</sup> Street and 150<sup>th</sup> Street.

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

#### **Background**

Midamerican Investments, LLC has submitted a preliminary plat for Wolf Creek Junction 3<sup>rd</sup> Plat located on the north side of US 24/40, between 155<sup>th</sup> Street to 150<sup>th</sup> 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.

#### **Surrounding Property**

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

#### **Traffic**

Access to the proposed plat will be thru Wolf Creek Parkway. Wolf Creek Parkway is between 155<sup>th</sup> Street to 150<sup>th</sup> Street. 153<sup>rd</sup> 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 153<sup>rd</sup> 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 3<sup>rd</sup> Plat.

### **Stormwater Management**

Stormwater infrastructure is already in place as part of the Wolf Creek Junction – Phase 2 Plat. Tract A & B are used for stormwater management.

### **Utilities**

No new utilities will be proposed with the Wolf Creek Junction 3<sup>rd</sup> Plat.

### **Comprehensive Plan/Zoning**

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.

### **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.

### **Preliminary Plat Contents**

a.

1. **The name of the proposed subdivision.** Provided within the submitted plat.
2. **Location of the subdivision by reference to a section corner.** Provided within the submitted plat.
3. **The name(s) and address(s) of the owner(s)/developer(s) and the licensed land surveyor who prepared the plot.** Provided within the submitted plat.
4. **North arrow.** Provided within the submitted plat.
5. **Date prepared and scale of the drawing.** Provided within the submitted plat.
6. **The legal description of the property.** Provided within the submitted plat.

b.

1. **All of the land to be platted as well as all platted or unplatted adjacent properties within 1,000 feet shall be shown.** This is not shown.
2. **Existing contours with the contour intervals not more than 2 feet.** This is not provided due to the plat being already platted with stormwater infrastructure in place.
3. **The location, width, and names of all existing platted or private ways within or adjacent to the tract, together with easements, railroad and utility right-of-way, parks and other significant features such as city limit lines and survey monuments.** This is provided.
4. **Environmental features.** The proposed plat is not within the 100-yr flood plain.
5. **All airports, sanitary landfills, feedlots, or other similar uses located within two miles of the proposed plat shall be shown on a vicinity map.** This is not shown.

c.

1. **Layout and names of streets with general dimensions and appropriate grades shall be shown.** 153<sup>rd</sup> Street and Wolf Creek Parkway already exist. Grades are not needed.
2. **Intended layout, numbers and dimensions of lots.** Provided within the plat.
3. **Parcels of land intended to be dedicated or reserved for parks, schools, or other public uses, or to be reserved for the use of property owners with the subdivision.** This is provided within the submitted plat.

4. **Location and type of utilities to be installed.** This was provided and constructed per the Wolf Creek Junction – Phase 2 Plat.
5. **Utility and other easements indicating width and purpose.** Suburban Water Inc. has indicated an existing easement across replatted Lots 4, 5, 6, 7, and Tract B is missing. Applicant shall show the existing easement.
6. **A statement or other indication of phasing of the development and an appropriate timetable if applicable.** Not applicable.
7. **Vicinity sketch with indicates the relationship between the proposed subdivision and surrounding properties within 1,000 feet, showing streets and other features.** This is not provided.

d.

1. **The names and addresses of all owners of property within 1,000 feet of the proposed platted area. The applicant may submit the same list of owners of property within 1,000 feet submitted for the zoning application.** This has been submitted by the applicant.
2. **For subdivisions proposed to contain single family development, the minimum dwelling size shall be met.** Single Family development is not being proposed.

#### **Recommendation by Planning Staff**

March 6, 2012, the Planning Commission conducted a public hearing and approved (7-0) the preliminary plat with two (2) conditions. The conditions are:

1. Applicant shall provide dimensions of Wolf Creek Parkway from the centerline to the right-of-way line.
2. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.

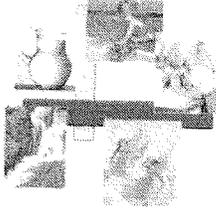
Since the Planning Commission approval, the owner has met condition #1 and revised the easements held by Suburban Water Inc. The revised easements are currently under review.

Staff recommends approval of the preliminary plat with the following conditions:

1. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.







## SUBURBAN WATER, INC.

info@suburbanwaterinc.com  
1216 N. 155TH STREET, P.O. BOX 147  
BASEHOR, KS 66007  
TELEPHONE 913.724.1800 FAX 913.724.1505

February 1, 2012

Mitch Pleak, PE  
City Engineer  
City of Basehor  
2620 N. 155<sup>th</sup> Street  
Basehor, KS 66007

RE: Wolf Creek Junction - 3<sup>rd</sup> Plat

This is to acknowledge receipt of your January 26, 2012 letter to us. Thank you for keeping us informed about the activities on this project. We have reviewed the Preliminary & Final Plat which accompanied your letter. This plat does not indicate Suburban Water's existing easement across replatted Lots 4, 5, 6, 7 and Tract B. Within this easement is an existing 12-inch water transmission main which may impact the development of some of these lots/tract. We suggest that as this project develops, the City's consulting engineer coordinate activities with Suburban Water.

SUBURBAN WATER

Bruce B. Hall, PE  
Director of Engineering

# Affidavit in Proof of Publication

STATE OF KANSAS  
Leavenworth County

(Published in the Basehor Sentinel, Thursday, February 16, 2012)

**PUBLIC HEARING NOTICE  
CITY OF BASEHOR  
PLANNING COMMISSION**

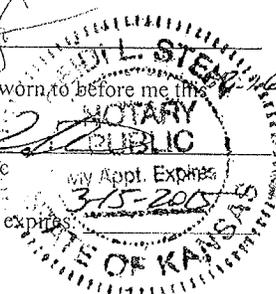
Erika Gray of the Legal Dept. of the Basehor Sentinel being first duly sworn, deposes and says:

That this weekly newspaper printed in the State of Kansas, and published in and of general circulation in Leavenworth County, Kansas, with a general paid circulation on a weekly basis in Leavenworth County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Basehor Sentinel

Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Basehor in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 02/16/2012 with publications being made on the following dates:

02/16/2012

*Erika Gray*  
Subscribed and sworn to before me this 16 day of Feb 2012  
*[Signature]*  
Notary Public  
My Appt. Expires 3-15-2015  


Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold a public hearing on Tuesday, March 6, 2012, at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas to consider Wolf Creek Junction 3rd Plat submitted by Midamerican Investments, LLC. The proposed plat is located on the north side of US 24/40 between 150th Street and 155th Street. The property description is:

A parcel of land in the Southeast 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 being more particularly described as follows:

Commencing at the Southwest Corner of said Southeast 1/4 of said Section 2, thence along the South line of said Quarter Section N 88°29'35" E a distance of 523.52 feet, N 01°30'25" W, a distance of 126.92 feet to a point on the North right-of-way line of US Highway 24/40 as now established and the True Point of Beginning, said point being also the Southeast plat corner of "Wolf Creek Junction Phase 2", a subdivision of record at Plat Book 15, Page 97 at the Leavenworth County Register of Deeds office; thence N 01°51'07" W; a distance of 300.52 feet; thence S 88°30'12" West, a distance of 374.70 feet; thence along a curve to the right, having a radius of 470.00', an initial tangent bearing of N 58°41'49" W, an arc length of 269.04 feet to a point of reverse curve; thence along a curve to the left having a radius of 530.00 feet, an initial tangent bearing of N 58°41'49" W, an arc length of 57.96 feet; thence N 01°51'07" W, a distance of 310.90 feet; thence N 88°31'33", a distance of 1475.30 feet; thence S 00°46'36" W, a distance of 29.28 feet; thence N 88°11'09" E, a distance of 450.00 feet; thence S 74°50'40" E, a distance of 122.29 feet; thence S 60°32'39" E, a distance of 297.28 feet; thence N 88°11'09" E, a distance of 403.69 feet; thence S 23°05'35" W, a distance of 33.96 feet; thence along a non tangent curve to the right, having a radius of 395.00 feet, an initial tangent bearing of S 59°37'06" W, an arc length of 262.15 feet; thence S 59°37'06" W, a distance of 204.55 feet; thence along a curve to the left, having a radius of 280.00 feet, an initial bearing of S 59°37'06" W, an arc length of 228.04 feet to a point on said North Highway 24/40 right-of-way; thence along said right-of-way line S 86°12'59" W, a distance of 403.87 feet; thence N 82°53'33" W, a distance of 202.24 feet; thence S 82°40'21" W, a distance of 201.57 feet; thence S 88°31'28" W, a distance of 710.76 feet to the True Point of Beginning, containing 33.20 acres more or less.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION  
CITY OF BASEHOR, KANSAS

Publication Charges	\$63.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	\$63.00

# CITY OF BASEHOR

Planning & Zoning Department  
 2620 N. 155<sup>th</sup> Street, PO Box 406, Basehor, KS 66007  
 Phone: 913-724-1370 Fax: 913-724-3388  
 www.basehor.org



# APPLICATION FORM

Project Name & Description Replat of Wolf Creek Junction - Phase 2		Total Site Acreage 33.20	Present Zoning CP 2
Legal Description (May be attached as separate sheet) All of Wolf Creek Ph 2 - Lots 1,2,3,4,5,6,7,8,9,10,11, Tract A and Tract B		Proposed Zoning CP-2	
Project Address / General Location NW Corner of US 24-40 and 150th Street		Presubmittal Date 1/9/2012	
Parcel ID Number (CAMA Number) 181020000027300		Floor Area Classification	
Property Owner Name Midamerican Investments	Phone	Fax	
Property Owner Address 400 Bury Street, Tonganoxie, Kansas 66086-9501	City	State	Zip
Applicant's Name (if different from above) Damon New	Phone 913.845.2500	Fax 913.845.2991	
Applicant's Address Same	City	State	Zip
Applicant's mobile phone	Property Owner and/or Applicant's E-mail address damonn@firststateks.com		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input checked="" type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____	
Proposed Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

**Property Owner/Agent Consent** - I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

X <u>M. American Investments, LLC</u> Signature <u>member</u> Date <u>1-25-12</u>	<b>Office Use Only</b> <input checked="" type="checkbox"/> Filing Fee \$ <u>600</u> <input checked="" type="checkbox"/> Received by <u>Kolins</u> <input type="checkbox"/> # of Plans _____ <input type="checkbox"/> Attached Legal Description <input type="checkbox"/> Property Ownership List
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**CITY OF BASEHOR**

Planning & Zoning Department  
2620 N. 155<sup>th</sup> Street, PO Box 406, Basehor, KS 66007  
Phone: 913-724-1370 Fax: 913-724-3388  
www.basehor.org



Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? Re-platting property for right of way to match public road as-built.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What Is the Suitability of Subject Property for the Uses to Which it Has Been Restricted? \_\_\_\_\_  
Unchanged from existing zoning.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? \_\_\_\_\_  
Unchanged from existing zoning.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What Is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? \_\_\_\_\_

\_\_\_\_\_  
Re-platting property for right of way to match public road as-built.  
\_\_\_\_\_

5. How Does Your Request Conform with the Comprehensive Plan? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.**

1. Please provide a statement regarding why the development plan would be in the public interest. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 3

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**Topic:** Final Plat for Wolf Creek Junction, 3<sup>rd</sup> Plat.

**Action Requested:** Discuss Final Plat for Wolf Creek Junction, 3<sup>rd</sup> Plat.

**Narrative:**

The proposed Final 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 155<sup>th</sup> Street to 150<sup>th</sup> Street. The proposed plat contains 8 lots for a total of 33.20 acres.

March 6, 2012, the Planning Commission approved (7-0) the final plat with 10 conditions. Since the Planning Commission approval, the owner has submitted a revised plat that meets 6 conditions. The City Attorney is reviewing the original subdivision improvement agreement to insure the developers obligations will be carried over to the proposed plat. KDOT has submitted 1 comment regarding the existing right of way permit. Staff requests Council direction in the level of involvement regarding the outstanding permit.

**Presented by:** Mitch Pleak, City Engineer

**Administration Recommendation:**

Staff recommends approval of the final 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. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.
4. The plat shall dedicate the uses of Tract A and B.

**Committee Recommendation:**

**Attachments:**

3.27.12 Staff Report (10 pages)  
9.17.07 Subdivision Improvements Agreement (7 pages)  
6.21.05 Kansas Department of Transportation Right of Way Permit (6 pages)

**Projector needed for this item?** No

## Staff Report

**Date:** March 27, 2012

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

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A parcel of land in the Southeast ¼ 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 155<sup>th</sup> Street and 150<sup>th</sup> 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 155<sup>th</sup> Street to 150<sup>th</sup> 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 155<sup>th</sup> Street to 150<sup>th</sup> Street. 153<sup>rd</sup> 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 153<sup>rd</sup> 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 3<sup>rd</sup> 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, 3<sup>rd</sup> 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 3<sup>rd</sup> 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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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 17<sup>th</sup>, 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. Staff requests the Council direction in the level of involvement regarding the permit, if any.

**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, 3<sup>rd</sup> 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, 9, and 10. Suburban Water Inc. is currently reviewing the revised plat regarding condition 8. The City Attorney is reviewing the original subdivision improvement agreement to insure the developers obligations will be carried over to the proposed plat. KDOT has submitted 1 comment regarding the existing right of way permit. Staff requests the Council direction in the level of involvement regarding the outstanding permit.

Staff recommends approval of the final 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. Applicant shall show an existing Suburban Water Inc. easement across replatted Lots 4, 5, 6, 7, and Tract B.
4. The plat shall dedicate the uses of Tract A and B.





# APPLICATION FORM

## CITY OF BASEHOR

Planning & Zoning Department  
 2620 N. 155<sup>th</sup> Street, PO Box 406, Basehor, KS 66007  
 Phone: 913-724-1370 Fax: 913-724-3388  
 www.basehor.org



Project Name & Description Replat of Wolf Creek Junction - Phase 2		Total Site Acreage 33.20	Present Zoning CP 2
Legal Description (May be attached as separate sheet) All of Wolf Creek Ph 2 - Lots 1,2,3,4,5,6,7,8,9,10,11, Tract A and Tract B		Proposed Zoning CP-2	
Project Address / General Location NW Corner of US 24-40 and 150th Street		Presubmittal Date 1/9/2012	
Parcel ID Number (CAMA Number) 181020000027300		Floor Area Classification	
Property Owner Name Midamerican Investments	Phone	Fax	
Property Owner Address 400 Bury Street, Tonganoxie, Kansas 66086-9501	City	State	Zip
Applicant's Name (if different from above) Damon New	Phone 913.845.2500	Fax 913.845.2991	
Applicant's Address Same	City	State	Zip
Applicant's mobile phone	Property Owner and/or Applicant's E-mail address damonn@firststateks.com		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input checked="" type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____	
Proposed Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

**Property Owner/Agent Consent** – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

Midamerican Investment, LLC  
 X Member 1-25-12  
 Signature Date

Office Use Only	
<input checked="" type="checkbox"/> Filing Fee \$ <u>600</u>	<input checked="" type="checkbox"/> Received by <u>Kolmo</u> [ ] # of Plans _____
<input type="checkbox"/> Attached Legal Description	<input type="checkbox"/> Property Ownership List

**CITY OF BASEHOR**

Planning & Zoning Department  
2620 N. 155<sup>th</sup> Street, PO Box 406, Basehor, KS 66007  
Phone: 913-724-1370 Fax: 913-724-3388  
www.basehor.org



Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? Re-platting property for right of way to match public road as-built.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What Is the Suitability of Subject Property for the Uses to Which it Has Been Restricted? \_\_\_\_\_  
Unchanged from existing zoning.  
\_\_\_\_\_  
\_\_\_\_\_

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? \_\_\_\_\_  
Unchanged from existing zoning.  
\_\_\_\_\_  
\_\_\_\_\_

4. What Is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? \_\_\_\_\_  
Re-platting property for right of way to match public road as-built.  
\_\_\_\_\_  
\_\_\_\_\_

5. How Does Your Request Conform with the Comprehensive Plan? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.**

1. Please provide a statement regarding why the development plan would be in the public interest. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Affidavit in Proof of Publication

STATE OF KANSAS  
Leavenworth County

(Published in the Basehor Sentinel, Thursday, February 16, 2012)

**PUBLIC HEARING NOTICE  
CITY OF BASEHOR  
PLANNING COMMISSION**

Erika Gray of the Legal Dept. of the Basehor Sentinel being first duly sworn, deposes and says:

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold a public hearing on Tuesday, March 6, 2012, at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas to consider Wolf Creek Junction 3rd Plat submitted by Midamerican Investments, LLC. The proposed plat is located on the north side of US 24/40 between 150th Street and 155th Street. The property description is:

That this weekly newspaper printed in the State of Kansas, and published in and of general circulation in Leavenworth County, Kansas, with a general paid circulation on a weekly basis in Leavenworth County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Basehor Sentinel

A parcel of land in the Southeast 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 being more particularly described as follows:

Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Basehor in said County as second class matter.

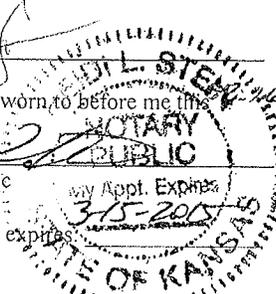
Commencing at the Southwest Corner of said Southeast 1/4 of said Section 2, thence along the South line of said Quarter Section N 88°29'35" E a distance of 523.52 feet, N 01°30'25" W, a distance of 126.92 feet to a point on the North right-of-way line of US Highway 24/40 as now established and the True Point of Beginning, said point being also the Southeast plat corner of "Wolf Creek Junction Phase 2", a subdivision of record at Plat Book 15, Page 97 at the Leavenworth County Register of Deeds office; thence N 01°51'07" W; a distance of 300.52 feet; thence S 88°30'12" West, a distance of 374.70 feet; thence along a curve to the right, having a radius of 470.00', an initial tangent bearing of N 58°41'49" W, an arc length of 269.04 feet to a point of reverse curve; thence along a curve to the left having a radius of 530.00 feet, an initial tangent bearing of N 58°41'49" W, an arc length of 57.96 feet; thence N 01°51'07" W, a distance of 310.90 feet; thence N 88°31'33", a distance of 1475.30 feet; thence S 00°46'36" W, a distance of 29.28 feet; thence N 88°11'09" E, a distance of 450.00 feet; thence S 74°50'40" E, a distance of 122.29 feet; thence S 60°32'39" E, a distance of 297.28 feet; thence N 88°11'09" E, a distance of 403.69 feet; thence S 23°05'35" W, a distance of 33.96 feet; thence along a non tangent curve to the right, having a radius of 395.00 feet, an initial tangent bearing of S 59°37'06" W, an arc length of 262.15 feet; thence S 59°37'06" W, a distance of 204.55 feet; thence along a curve to the left, having a radius of 280.00 feet, an initial bearing of S 59°37'06" W, an arc length of 228.04 feet to a point on said North Highway 24/40 right-of-way; thence along said right-of-way line S 86°12'59" W, a distance of 403.87 feet; thence N 82°53'33" W, a distance of 202.24 feet; thence S 82°40'21" W, a distance of 201.57 feet; thence S 88°31'28" W, a distance of 710.76 feet to the True Point of Beginning, containing 33.20 acres more or less.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 02/16/2012 with publications being made on the following dates:

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Pleak, City Engineer at 913-724-1370.

02/16/2012

*Erika Gray*  
Subscribed and sworn to before me this 16 day of Feb 2012  
*[Signature]*  
Notary Public  
My Appointment expires 3-15-2015



PLANNING COMMISSION  
CITY OF BASEHOR, KANSAS

Publication Charges	\$63.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	\$63.00



\* 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 17<sup>th</sup> day of Sept., 2007, by and between the City of Basehor, Kansas, hereinafter known as the "City" and Benchmark Management, LLC./Basehor Properties, L.L.C., 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.

153<sup>rd</sup> 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' 7 1/2"  
 BC

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.

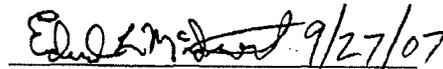
If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the prevailing party in any such action or proceeding shall be 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

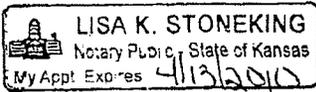
COUNTY OF Leavenworth

BEFORE ME, the undersigned authority, on this day personally appeared Edward L. McIntosh, 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 21<sup>st</sup> day of September, 2007

[Signature]  
Notary Public

My Commission Expires

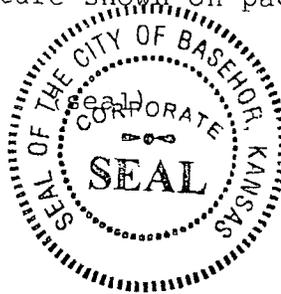


CERTIFICATION

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

[Signature]  
Mary A. Mogle, City Clerk



## Mitch Pleak

---

**From:** Jim Pickett [Pickett@ksdot.org]  
**Sent:** Wednesday, March 07, 2012 10:38 AM  
**To:** Mitch Pleak  
**Cc:** Steven Taylor; Clay Adams; Jaci Vogel  
**Subject:** Re-plat of Wolf Creek Junction Phase 2  
**Attachments:** image.pdf; image.txt

Mitch,

Thank you for this opportunity to review the replat. As we have discussed, I have no negative comments regarding the re-plat proposed.

Attached please find a copy of the executed permit regarding the access control fencing along the platted area. The former developer had obtained this KDOT permit to remove the standard access control fence and replace it with decorative fencing. The permit was granted in good faith by KDOT but the fence was removed and not replaced.

We are willing to work with the city and subsequent landowner/developer to accomplish the goals of the permit. It would be beneficial if a reasonable schedule could be supplied to KDOT regarding the needed installation of a replacement access control fence. There are other acceptable options regarding fence type that we would be willing to discuss if needed. A new permit should be processed with the current owner/developers as a matter of good business practice.

If it appears that replacing the fence will continue to languish beyond this calendar year, it will be my intention to reinstall the access control fencing and seek reimbursement from the appropriate parties.

If you have any questions or comments, please do not hesitate to contact me. Thank you again for this opportunity to comment.

Sincerely,

James D. (Jim) Pickett, P.E.  
KDOT Metro Engineer  
650 North K-7 Highway  
Bonner Springs, KS 66012  
(913) 721-2754  
[pickett@ksdot.org](mailto:pickett@ksdot.org)

# KANSAS

DEPARTMENT OF TRANSPORTATION  
DEB MILLER, SECRETARY

KATHLEEN SEBELIUS, GOVERNOR

JERRY YOUNGER, P. E., DISTRICT ENGINEER

June 21, 2005

Benchmark Management Inc.  
PO Box 516  
Basehor, Kansas 66007

To Whom It May Concern:

Highway Permit 1-05-272  
Route US-24  
Leavenworth County

Enclosed is your approved copy of the above referenced highway permit granting permission to remove & replace fence on US-24 at RP 415.5 in Leavenworth county.

Please notify our Metro Utilities Coordinator, Bruce Stowe, at (913) 677-5963 prior to starting any work on the highway right-of-way so that arrangements can be made for the necessary inspection.

When you have completed all work connected with this permit, please let him know so that the permit can be released.

Yours truly,

Jerry Younger, P. E.  
District Engineer

Charlotte (Angel) Fitzgerald  
District Office Coordinator

JY:CF

Attachment

c: Bruce Stowe  
City of Basehor

RECEIVED  
METRO ENGINEER  
JUN 23 2005  
KANSAS CITY, KS.  
DEPT. OF TRANS.

DISTRICT ONE

121 W 21ST ST, PO BOX 5128, TOPEKA, KANSAS 66605-0128  
VOICE ((78) 5) -296-3881 TTY (785) 296-3585 FAX ((78) 5) -296-1162 <http://www.ink.org/public/kdot/>

Const./Maint.  
Petitioner  
District  
Area  
City or Sub-Area

KANSAS DEPARTMENT OF TRANSPORTATION  
Bureau of Construction and Maintenance

Permit No. 1-05-272  
Route US-24  
Co. LEAVENWORTH  
State Highway   
City Conn. Link   
City BASEHOR

HIGHWAY PERMIT  
USE OF RIGHT OF WAY

THIS AGREEMENT, made and entered into, by and between the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary" and Benchmark Management Inc (913) 208-5826 (Name of Firm or Individual) (Tel. No.)  
P.O. Box 516 (Street), Basehor (City), Kansas (State), 66007 (Zip), hereinafter referred to as the "Petitioner" and the City of, N/A (If Not Applicable, Enter N/A), hereinafter referred to as the "City".

WHEREAS, the Secretary has jurisdiction over highway right-of-ways within the State Highway System of Kansas, and

WHEREAS, the Secretary (and City) believe it is in the interest of the Citizens of the State of Kansas to permit certain work or projects to be performed upon Highway right-of-ways, and

WHEREAS, the Petitioner requests permission and authority from the Secretary (and City) to perform certain work, described as follows:

Remove & Replace Right of way Fence Replace Fence with wrought Iron & stone posts There will also be some grading in order to perform this work.

Said work is located on public right-of-way in, upon or along State Highway Route US-24, Reference Point Basehor (or City Connecting Link Route 240K on 155th St.) in Sec. 2 TWP. 11S Range 22E LEAVENWORTH County, 415.5 Miles(km) (direction) from \_\_\_\_\_ (Jct. or county line), and

WHEREAS, the Secretary has delegated full and complete authority to the District Engineers of the Kansas Department of Transportation (KDOT) to execute Highway Permit Agreements, hereinafter referred to as "Permits," for and on the Secretary's behalf.

NOW THEREFORE, in consideration of the permission granted hereunder by the Secretary (and City) to utilize Highway right-of-ways in the manner described above, the following terms and conditions are mutually agreed to by the Petitioner, the Secretary (and the City).

1.0 PLANS: Petitioner shall furnish five (5) sets of comprehensive plans or sketches, 8 1/2" x 11" or 11" x 17", of the proposed work.

1.1 Plans for utility installations must include a description of the size, type, and method of installation for the proposed facilities to be located within highway right-of-ways, and adequate sketches to indicate the location of the proposed installation with respect to the traveled way of the highway, the right-of-way lines and, where applicable, the control of access lines,

1.2 An accurate "As Built" Construction Plan shall be provided for deviation from the approved Plan.

2.0 MATERIAL AND METHODS: All requests to perform work in, upon or along Highway right-of-ways must be approved by the District Engineer (and City). In Cities the Petitioner will obtain additional Permits, as required by the City.

2.1 The Petitioner shall furnish all material, do all work and pay all costs for the work described on this Permit,

2.2 All utility installations shall comply with the conditions and requirements of the KDOT Utility Accommodation Policy, current edition, (and City standards when they exceed those of the KDOT).

2.3 Drainage structure requirements shall be determined by the Petitioner, but said requirements are subject to review and approval by the District Engineer (and City).

2.4 All materials and construction methods used on work within the limits of the right-of-way shall be equal to or better than that required by the "Standard Specifications for State Road and Bridge Construction," current edition.

3.0 INITIATION AND COMPLETION OF WORK: Petitioner agrees to notify the District Engineer (and City) or their duly authorized KDOT representative BRUCE STOWE (913) 677-5963 before work is initiated and again when work is completed.

3.1 An approved signed copy of this Permit shall be on the premises before and during the period any work is performed.

3.2 All-work, including right-of-way restoration, shall be completed within 180 calendar days.

APPROVAL DATE, otherwise all this Permit is rescinded. If work has not been started within the completion time, this Permit becomes null and void. 4.0 INSPECTION: The Petitioner will be responsible for supervising construction to insure compliance with KDOT (and City) policies and standards.

5.0 ACCEPTANCE: (Check One) KDOT  City  will be responsible for acceptance of restored right-of-way.

6.0 RIGHT-OF-WAY: Except for authorized changes, Petitioner agrees to restore said right-of-way to a condition equal to or better than existed prior to approval of the work described on this Permit.

6.1 Any sod, shrubs or trees destroyed by this work shall be replaced as directed by the District Engineer (and City).

6.2 The right-of-way shall be kept free from parking, advertising signs or any other commercial activity.

RECEIVED  
DISTRICT ENGINEER  
KANSAS DEPARTMENT OF TRANSPORTATION  
NOV 15 2005  
KS. TRANS

7.0 OBSTRUCTION OF TRAFFIC: Petitioner agrees that highway (and connecting link) traffic will be free of interference unless specifically provided for as a part of this Permit. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices," current edition. This includes the use of approved safety vests and traffic control devices.

8.0 MAINTENANCE: All utility installations shall be maintained or caused to be maintained by the Owner.

9.0 BOND WAIVED: In lieu of bond, Petitioner agrees that the Secretary may revoke the permit and remove any work performed. The Petitioner agrees to reimburse the Secretary for any cost incurred by the Secretary to restore the right-of-way. The Secretary will not authorize any other highway permits until the Petitioner has either reimbursed the Secretary or restored the right-of-way.

10.0 LIABILITY: The Petitioner shall hold harmless the Secretary from personal injury and property damage claims arising out of the Petitioner's act or omission. If the Secretary defends a third party's claim, the Petitioner shall indemnify the Secretary for personal injury damages, property damages, and related expenses the Secretary incurs arising out of the Petitioner's act or omission. For purposes of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors, and assigns. The Petitioner shall obtain the insurance coverage specified below unless the Secretary or the District Engineer modifies these requirements.

10.1 INSURANCE: Liability Insurance. The Petitioner shall carry "General Liability" insurance under a claims-made policy that has a minimum combined single limit of \$2,000,000 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Premises-Operation, Underground Hazard, Products/Completed Operations Hazard, Contractual Insurance, Broad form Property Damage, Independent Contractors, and Personal Injury. Worker's Compensation: The Petitioner shall carry "Worker's Compensation and Employer's Liability" insurance that complies with Kansas state law. Automobile Liability: The Petitioner shall carry "Automobile Liability" insurance under a claims-made policy that has a minimum combined single limit of \$1,000,000.00 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned.

10.2 "Certificate of Insurance". "Certificate of Insurance". Before signing the permit, the Petitioner shall furnish to the Secretary "Certificates of Insurance" showing the Petitioner carries insurance in the amounts and type this section requires. The Petitioner shall obtain insurance only from insurers on the approved Federal Treasury List and authorized by the Kansas Commissioner of Insurance. The "Certificates of Insurance" shall include a clause requiring the insurer to notify the Secretary thirty (30) days in advance of a change in or cancellation of the insurance contracts.

10.3 The Petitioner shall maintain this insurance until the District Engineer releases the Petitioner from any Permit obligation.

11.0 PIPELINE LIABILITY: For attachments to bridges or other structures and for roadway crossings of PIPELINES CARRYING PETROLEUM, HAZARDOUS AND/OR CORROSIVE PRODUCTS, the Petitioner shall solely assume all risk and liability for accidents and damages that may occur to persons or property by reason of the operation of the pipeline attached to said bridge or structure or crossing said roadway.

11.1 The Petitioner shall maintain the insurance required in Section 9.0 for as long as the pipeline remains attached to the bridge or other structure or for as long as the pipeline crosses the roadway. The insurance contract shall cover claims for such length of time as the law permits such claims.

12.0 ENVIRONMENTAL LIABILITY AND INDEMNIFICATION: The Petitioner shall assume all risk and liability for all claims suits, actions, causes of actions, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which the Petitioner now has or which the Petitioner may have in the future on account of or in any arising out of or in connection with known or unknown physical or environmental condition of the Petitioner's property or operation. The Petitioner shall comply with federal, state and local rules and regulations. These rules include, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation Recovery Act. The Petitioner shall indemnify the Secretary against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources. For purposes of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors, and assigns.

13.0 HIGHWAY IMPROVEMENTS AND/OR MAINTENANCE: In the event the Secretary deems it necessary or proper to make any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit, the Petitioner agrees to hold the Secretary harmless for any and all damage or injury to said Petitioner's facilities, whether finished or unfinished, as well as damage or injury to Petitioner's equipment, materials, employees, agents or contractees. The Petitioner further agrees that the work approved on this permit will be conducted in such a manner as not to interfere with construction or other work being performed by the KDOT (or City) or its contractors in the vicinity of the Petitioner's work or project.

13.1 The Petitioner agrees, that within a reasonable time after receiving written notice from the Secretary that Petitioner's facilities are in conflict with KDOT's new construction or major maintenance operations, to alter, change location or move their construction work or facilities without cost or expense to the Secretary.

13.2 It is further agreed that written notice will not be required for KDOT normal maintenance such as sign installation or replacement, cleaning existing ditches and channels, etc., whether planned or not.

14.0 ABANDONED OR RETIRED IN PLACE: The Petitioner agrees to notify the Secretary when the permit work has been abandoned or retired in place and to be responsible for all cost associated with removal of abandoned or retired in place upon highway right-of-way.

This Permit is hereby accepted and its provisions agreed to by the parties hereto.

APPROVED:

PETITIONER:

*Edward M. [Signature]*

Owner (Signature)

*Benchmark Enterprises*

Owner

*P.O. Box 516 BASEHOR KS 66007*

Street Address (City, State, Zip Code)

Agent  Lessee  Contractor

Street Address (City, State, Zip Code)

*913 208-5826*

Contact: Email

*78061705*

RECOMMENDED BY:

Area/Metro. Engr  Area Supt.  Utility Coord

PERMIT APPROVAL DATE:

*6-21-05*

SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS

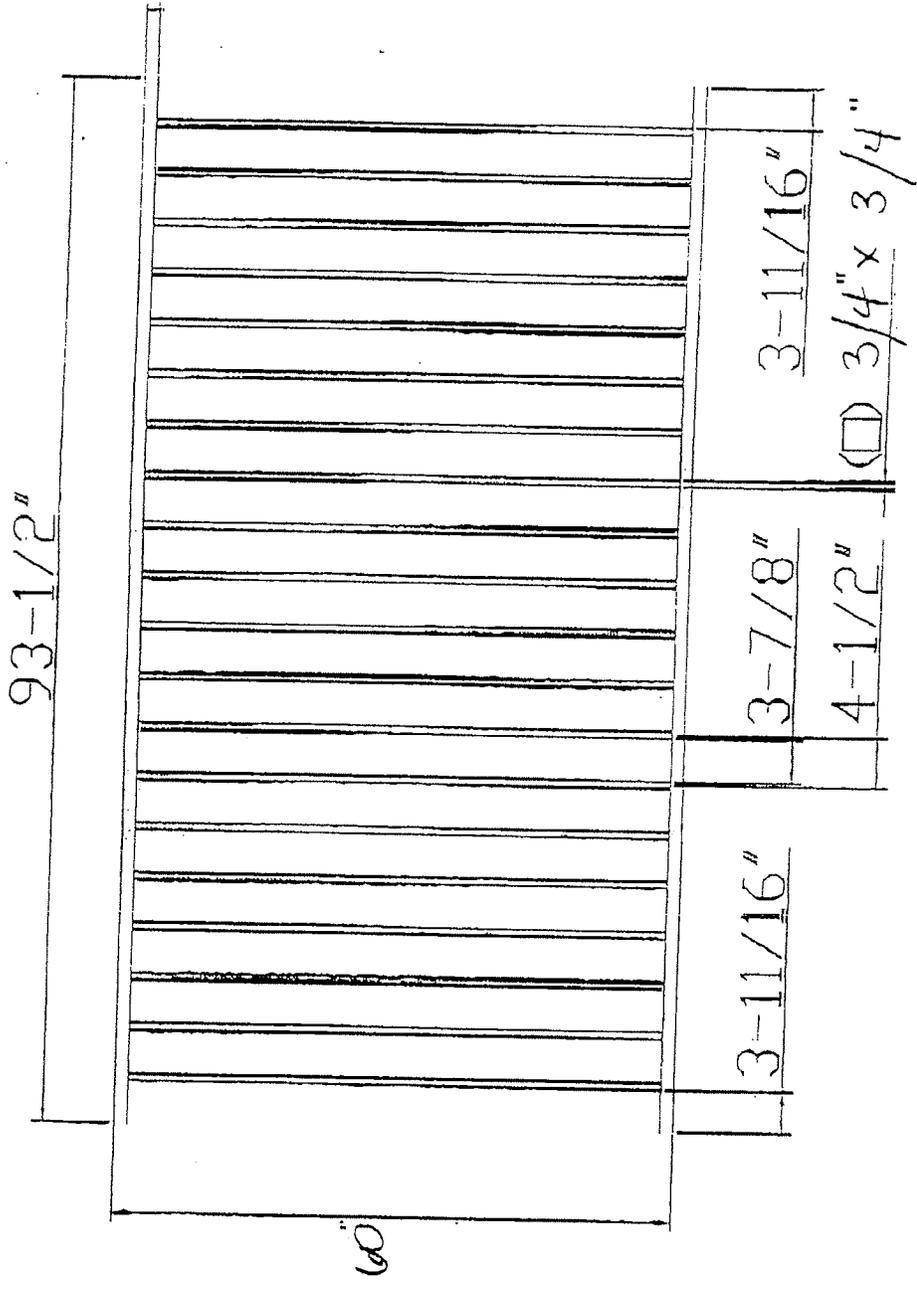
BY:

*Jerry Younger by [Signature]*  
District Engineer

CITY OF BASEHOR  
(when applicable)

*Angie [Signature] City Clerk*  
 Mayor  City Mgr  City Eng.  City Clerk  
SEAL OF THE CITY OF BASEHOR, KANSAS

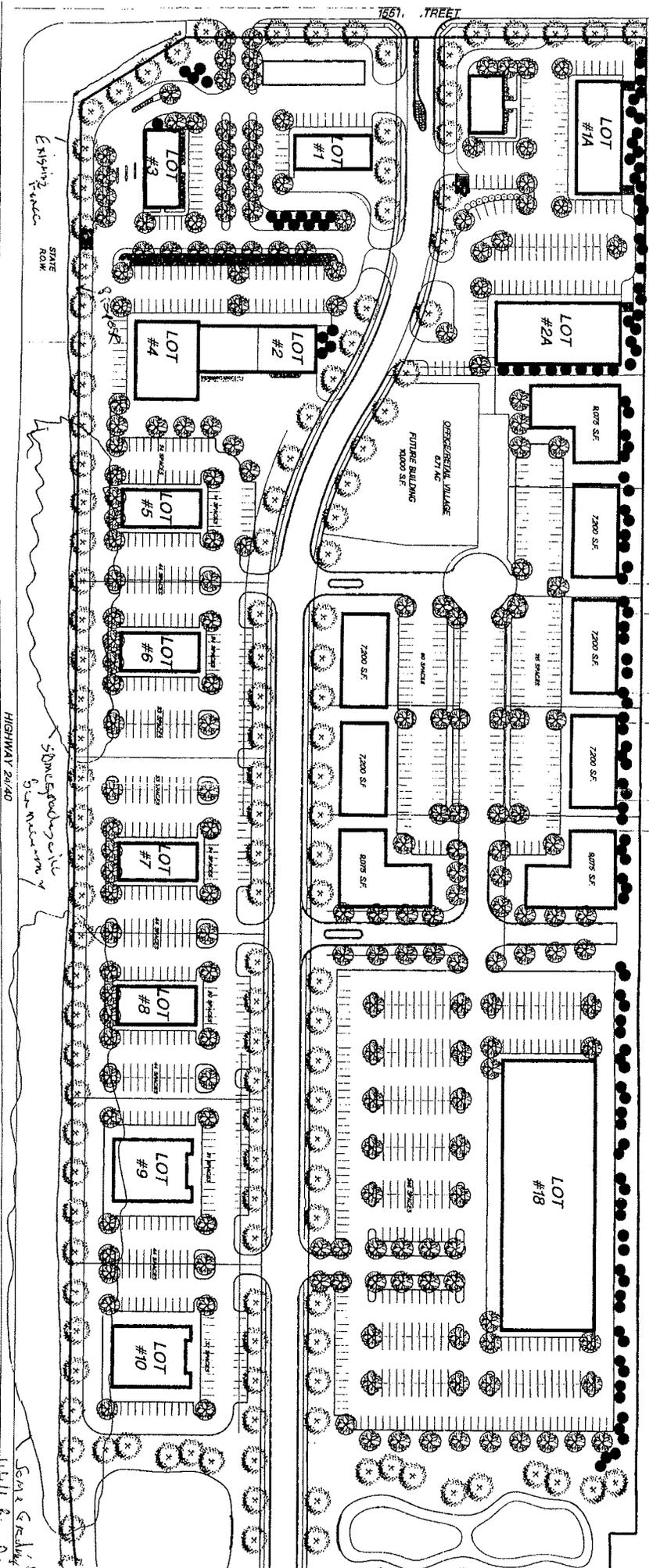
PIP 60" COM-8



ITEM			
QUANTITY			
DESCRIPTION			
DATE			
			DRAWN

EXISTING RESIDENTIAL

EXISTING RESIDENTIAL



△  
 Fence To Be Put In 5' High with 2' x 2' concrete piers  
 located 1 foot inside curb property line



# WOLF CREEK JUNCTION - CONCEPTUAL COMMERCIAL LAND PLAN

SCALE: 1" = 120'

JANUARY 10, 2005

# City of Basehor Agenda Item Cover Sheet

## Item No. 4

**Date:** March 27, 2012

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

**From:** Gene Myracle Jr., City Superintendent  
Corey Swisher, City Clerk/Finance Director

**Re:** Proposed Field of Dreams Improvements

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Since obtaining the Field of Dreams Athletic Complex in 2010, the City has made significant repairs and aesthetic enhancements. The complex is becoming increasingly popular with approximately 1100 area youth participating in programming at the facility in 2011. Early registration numbers in 2012, indicate participation numbers will be even higher this year.

Prior to City's ownership of the property the complex had fallen in to serious disrepair. When the City acquired the complex which includes seven baseball/softball diamonds and three football/soccer fields, none of the six scoreboards were operational. One field does not require a scoreboard as it is used for coach pitch and tee-ball.

In 2011, new scoreboards were installed on fields 2, 3, and 4. Four quotes were received from scoreboard suppliers and Lenexa, Kansas based ATHCO was chosen to provide Fair-Play scoring systems. ATHCO was chosen based on price, references, and location of the repair center.

Currently on fields 6 and 7 there are aging (12+ years) hard wired Daktronics scoreboards that are in need of repair to make operational. Repair estimates are approximately \$5,000 dollars.

Two new boards of similar size, style, and with wireless controls are estimated to cost approximately \$6,600.00 dollars. Staff has also estimated replacement of the largest scoreboard in the complex which is located on field #1 would cost approximately \$8,000. The existing scoreboard on field 1 is inoperable and irreparable due to a lighting strike. This scoreboard could be utilized for youth soccer as well as diamond sports. Staff

believes it is a better use of resources to replace the scoreboards which would come with a factory warranty:

- 5 year warranty- factory exchange for scoring equipment, monochrome and full color LED displays
- 10 year warranty- UV-resistant paint upgrade

To replace the remaining three scoreboards for fields # 1, 6, & 7 staff is requesting the approval of the addition of \$15,000 to the Field of Dreams complex line item in the Special Parks Fund. Per the City's purchasing policy a minimum of three quotes will be received prior to purchase.

Expense fund #04-000 Special Parks currently has an unencumbered cash balance of approximately \$120,000 dollars. This Fund is used to account for parks and recreation expenditures funded from the State liquor tax and City Parkland Fees. The complex was operated as cost neutral in 2011.

\$15,000 is currently budgeted in the Special Parks Fund for complex improvements.

Other proposed 2012 facility improvements:

- |                                   |         |
|-----------------------------------|---------|
| • Electrical repairs to facility  | \$2,000 |
| • Replace A/C unit concessions    | \$3,500 |
| • Bleachers for fields #1 and # 5 | \$1,500 |
| • Field work to #2,3,4,6 & 7      | \$5,000 |
| • Fence Topper for field # 1      | \$1,000 |
| • Windows for concessions (6)     | \$3,000 |
| • Barrier post for parking lot    | \$1,000 |
| • As needed complex maintenance   | \$2,500 |

Total: \$19,500

The City's contracted facility operator is responsible for all utilities while the complex is in use from spring through fall.

If Council approves the purchase of the scoreboards a budget amendment to the Special Park Fund will be made in December to allow for adequate budget authority as the Field of Dreams line item will be increased to \$30,000. If approved there will be no impact to the General Fund and this will not impact scheduled City Park improvements.

Attachments:

2012 Special Park & Recreation Fund Budget  
Field of Dreams Athletic Complex Map

## SPECIAL PARK & REC FUND

### ACCOUNT: 04-000

	2009	2010	2011	2011	2012
	Actual	Actual	Budget	Estimate	Budget
Beginning of year balance	\$146,260	\$159,898	\$149,714	\$166,804	\$121,554
<b>REVENUES</b>					
Local Liquor Tax	\$7,816	\$7,881	\$8,000	\$8,000	\$8,896
Parkland Fee	\$4,400	\$1,400	\$2,000	\$1,500	\$1,500
Interest on Investments	\$1,993	\$195	\$250	\$250	\$250
Miscellaneous	\$250	\$0	\$0	\$0	0
<i>TOTAL REVENUE</i>	\$14,459	\$9,476	\$10,250	\$9,750	\$10,646
<i>TOTAL AVAILABLE FUNDS</i>	\$160,719	\$169,374	\$159,964	\$176,554	\$132,200
<b>EXPENDITURES</b>					
Park Maintenance & Repair	\$821	\$2,570	\$7,500	\$5,000	\$10,000
Field of Dreams	\$0	\$0	\$0	\$0	\$15,000
Capital Outlay	\$0	\$0	\$60,000	\$50,000	\$0
<i>TOTAL EXPENDITURES</i>	\$821	\$2,570	\$67,500	\$55,000	\$25,000
<i>UNRESERVED CASH BALANCE</i>	\$159,898	\$166,804	\$92,464	\$121,554	\$107,200

This Fund is used to account for parks and recreation expenditures funded from the State liquor tax and City Parkland fees. These monies may only be used for park and recreation improvements and maintenance. 2011 expenditures included the paving of the City Park parking lot and a matching funds grant for one community park. The **Capital Outlay** line item for 2012 includes \$15,000 for Field of Dreams capital improvements. These include field enhancements, landscaping, HVAC replacement as well as restroom and concession facility improvements.



Mar 22, 2012 11:03 am

Screen 8

Field of Dreams Baseball

© 2012 Google

39°11'04.18" N 94°54'30.64" W elev 0 ft

Google

Eye alt 3044 ft

Imagery Date: Jun 6, 2011