

AGENDA

POTTAWATOMIE COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONER'S
District 1, Deloyce McKee – Member
District 2, Dennis Weixelman – Vice Chair
District 3, Greg Riat – Chair

REGULAR MEETING

November 29, 2021 8:30 am

612 E Campbell, Westmoreland - Sunflower Room

- 8:30 1.0 CALL TO ORDER REGULAR MEETING WITH FLAG SALUTE**
- 2.0 ROUTINE ITEMS**
2.1 Approval of Agenda Items
2.2 Approval of Minutes
- 3.0 COMMENTS FROM THE PUBLIC** (Non Agenda Items Only, limited to 3 min)
- 4.0 DEPARTMENT UPDATES**
4.1 ARPA Funds - Andrea Umscheid
4.2 Zoning - Gregg Webster
4.3 Public Works - Lance Forgy
4.4 Commissioners Updates
4.5 Administration Office
- 5.0 CONSENT ITEMS*** (Approve all by single motion, unless discussion is needed)
5.1 Tax Corrections
5.2 Township Treasurer Appointment
- 6.0 ADJOURNMENT**

AND OTHER COUNTY MATTERS THAT MAY ARISE

The times indicated are used as estimated times only by the Commission to assure that individuals requesting time to discuss business with the Board of County Commissioners are provided an opportunity to do so. New business and topics are scheduled following the completion of scheduled meeting times.

Note: The agenda is set Wednesday at 4:30 p.m.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMO
November 29, 2021

FROM: Gregg Webster, Zoning Administrator
BOCC MEETING DATE: November 29, 2021
SUBJECT: Plat Approval

Wildridge Subdivision Unit 3 – Final Plat

BACKGROUND

Applicants / Property Owners: Joshua R. Shultz

Surveyor: Force Land Surveying

Zoning: AR – Agriculture / Residential. The rezoning request was approved in November 1993.

Location: Re-Plat of Lot 4 in Wildridge Subdivision, located in the East Half of the Northwest Quarter of Section 34, Township 9, Range 9, St. George Township. (*see attached locator map*)

Proposed Number of Lots: 4

Lot Sizes: Existing – Lot 4	18.08 Acres	Wildridge Subdivision Unit 3	
		Proposed – Lot 1	3.00 Acres
		Lot 2	3.00 Acres
		Lot 3	7.00 Acres
		Lot 4	4.76 Acres

Utilities: Water - Pottawatomie County Rural Water District #1
Sewer – On-site wastewater systems, to be approved by the County Sanitarian
Electric – Bluestem Electric
Gas – Propane

Proposal: This is a re-plat of existing Lot 4, shown on the final plat of Wildridge Subdivision.
This plat proposes to divide lot 4 into 4 lots

History: Wildridge Subdivision was originally platted in February 1994, with two replats being done since. One, in 2004, was to divide several large lots into a number of small lots, and the other was in 2005 for the same purpose.

There was a proposal in 2017 to divide this lot (Lot 4) into 9 lots, but the developer never followed through with the subdivision plat.

Access: Access to all lots will be from a new short street and cul-de-sac, which will enter onto Vineyard Road. Lots 1, 2 & 3 will have direct access to the cul-de-sac. Access to Lot 4 is by way of a platted travel easement through Lot 3, as permitted in the subdivision

regulations. The developer will be responsible for all costs for the construction of internal road / cul-de-sac, including paving. Vineyard Road is already paved.

Financial Assurance: The developer has entered into an agreement with the County and will provide a letter of credit for 125% of the Engineer's estimate for the road construction and paving costs. It is the developer's responsibility to have the road constructed to County standard. When the County approves and accepts the gravel road, the letter of credit can be reduced to only apply to the paving cost. The gravel road will then be scheduled to be on the County's paving project list for 2023. This will give the road time to go through a winter freeze / thaw cycle, and have added compaction through normal traffic. The developer does have the option to pay for compaction testing and have the road paved prior to 2023.

Home Construction: Building permits can be issued once the County approves and accepts the gravel road, prior to it being paved.

Review: This plat has been reviewed by Planning & Zoning staff, the County Engineer and the County Sanitarian, and is found to be in substantial conformance with the subdivision regulations and sanitary code.

PLANNING COMMISSION REVIEW / APPROVAL

The Planning Commission unanimously approved the final plat at their August 19, 2021 meeting.

BOCC Options

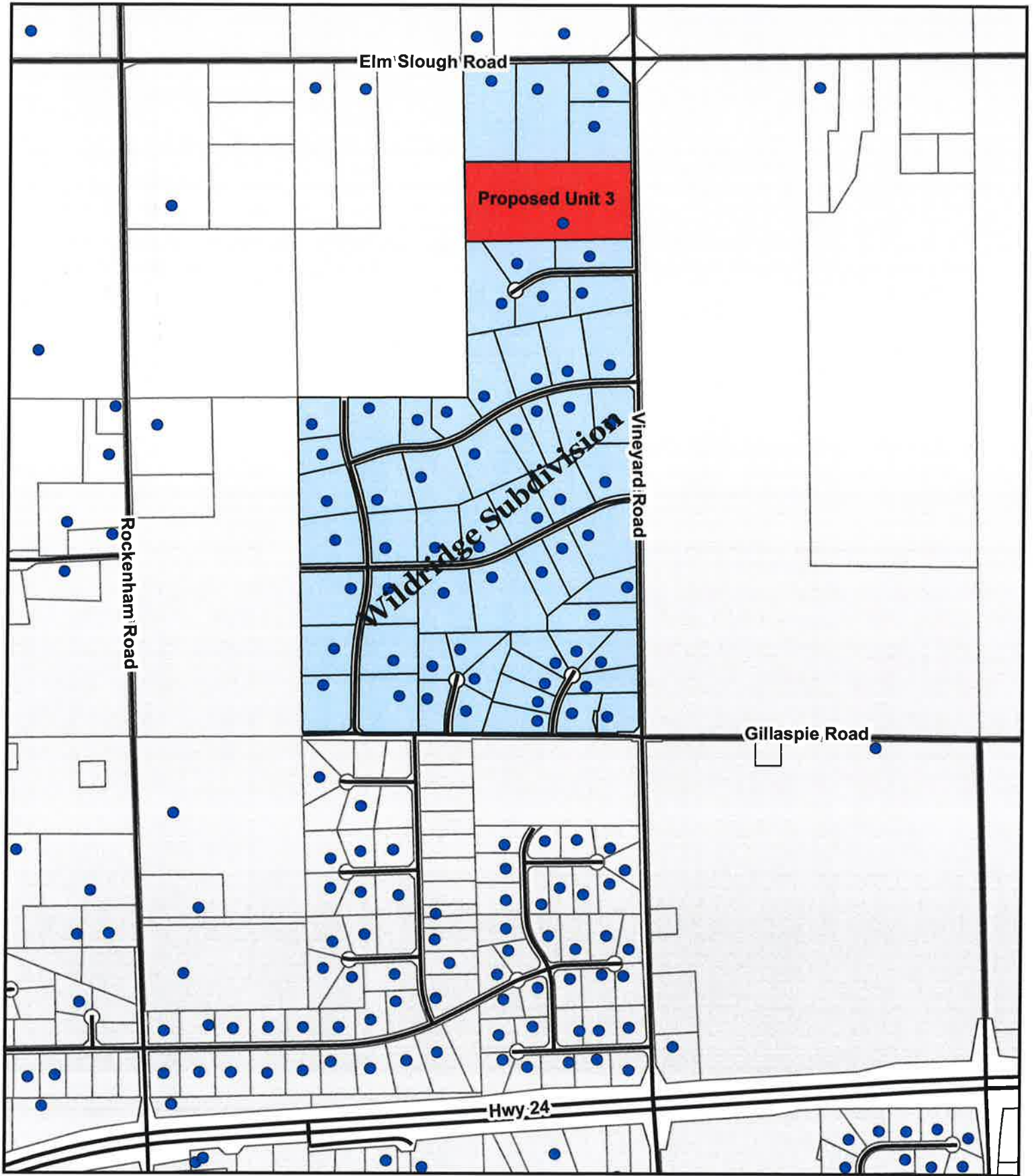
It appears the BOCC has the following options:

By motion,

- (1) Approve the final plat, accepting the dedication of the public easements and road right of way.
- (2) Deny the final plat because it does not conform to County regulations, and state specific reasons for denial.
- (3) Table the request, stating specific reasons why, and provide further direction to County Staff.

Enclosures:

1. *Locator Map*
2. *Copy of the Final Plat*
3. *Copy of the Developer Agreement*



Locator Map - Wildridge Subdivision Unit 3

Blue dots are houses.

POTTAWATOMIE COUNTY DEVELOPMENT AGREEMENT
WILDRIDGE SUBDIVISION UNIT 3

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the Board of County Commissioners of Pottawatomie County, Kansas, hereinafter referred to as “County”, and Joshua R. Schultz, Trustee of the Joshua R. Schultz Living Trust Restated 12/05/2016, hereinafter referred to as “Developer”.

WITNESSETH:

1. Developer is in the process of undertaking the design and construction of certain improvements, hereinafter referred to as “Project” at Wildridge Subdivision Unit 3, a replat of Lot 4 of Wildridge Subdivision in the East Half of the Northwest Quarter of Section 34, Township 9 South, Range 9 East of the Sixth Principal Meridian in Pottawatomie County, Kansas, being a proposed residential housing development in Pottawatomie County, Kansas, hereinafter referred to as the “Development”.

2. The Project generally consists of design, preparation, unclassified excavation, construction, compaction, asphalt, and miscellaneous appurtenances, for a new public cul-de-sac in the Development entering from Vineyard Road and being adjacent to said Vineyard Road, such public cul-de-sac to be named “Vineyard Circle”. Such public cul-de-sac is to provide public access to certain private driveways to serve the lots in the Development. The Estimate of Construction Costs of the public cul-de-sac within the Development, prepared by Schwab-Eaton, P.A., is attached hereto and is made a part hereof by reference and is designated as “Exhibit A”. The Estimate of Paving Costs for the public cul-de-sac within the Development prepared by the Schwab-Eaton, P.A. is included in “Exhibit A”, which is attached hereto and is made a part hereof by reference.

3. The parties understand and agree that the construction of the above-described public cul-de-sac will be done to County standards and specifications at the sole cost and expense of Developer. The parties further agree that upon the construction of the above-described public cul-de-sac, County shall cause the asphalt paving of the public cul-de-sac to be added to the County’s annual paving project for calendar year 2022. The cost of the asphalt paving of the public cul-de-sac described herein shall be borne and paid for by Developer. Developer shall make payment to County in full for the above-mentioned paving of the public cul-de-sac once all costs have been identified by County, and within fifteen (15) days after the date of billing to Developer by County. Developer shall pay County in full for all costs associated with the paving of the public Cul-de-Sac described herein.

4. The total cost of the Project attributable to Developer, including construction costs and paving costs, is estimated to be \$69,333.00, which total cost is to be funded one hundred percent (100%) by Developer.

5. The improvements to the Development and the improvements to the public cul-de-sac are a benefit to both Developer and County and the construction of the Project is also a benefit to Developer and County.

6. In consideration of the mutual promises and covenants contained herein, the Developer shall:

- a) Meet with the Pottawatomie County Department of Public Works as may be required or deemed necessary by said Department prior to the commencement of construction of the Project, and during construction and asphalt paving of the Project, to coordinate

and confirm details of the Project. **The Developer shall not commence construction of the private driveways within the Development until receiving written authorization from the Pottawatomie County Department of Public Works.**

- b) Where construction of the Project (excluding asphalt paving) is done entirely by Developer, Developer shall design and construct the public cul-de-sac and the improvements contemplated by this Agreement and as described in Exhibit A, to County specifications and standards, as determined and required by the County Engineer. Developer shall issue an irrevocable letter of credit to County in the amount of \$86,666.25, such amount equaling 125% of the Estimate of Construction Costs and paving costs. (Exhibit A). County shall have the right to access funds reserved in the above irrevocable letter of credit to pay the costs of the Project in the event Developer fails or neglects to complete the Project and/or pay for the costs of the Project as required by this Agreement.
- c) In the event costs of labor or materials or other costs increase after the preparation of the Estimate of Construction Costs (Exhibit A) and the Estimate of Paving Costs for the cul-de-sac in the Development (Exhibit A), but prior to construction and/or paving, then Developer shall forthwith issue an additional letter of credit to County in an amount equaling 125% of such increased costs. County shall have the right to access funds reserved in the above irrevocable letter of credit to pay the costs of the Project in the event Developer fails or neglects to complete the Project as required by this Agreement.
- e) Design and construct the improvements set out and described in Exhibit A not later than the 1st day of June, 2022.
- f) Where the design and construction of cul-de-sac in the Development (Exhibit A) is to be done by Developer, Developer shall make payment in full for such design and construction once all costs have been identified and prior to County accepting the cul-de-sac improvements. Developer shall provide County with proof of such payment.
- g) Upon completion of the construction described in Exhibit A and payment in full for such construction, the County will add the asphalt paving of the cul-de-sac in the Development to the County's annual asphalt paving program, unless all parties agree otherwise. Developer shall make payment to County in full for the above-mentioned improvements once all costs have been identified by County, and within fifteen (15) days after date of billing to Developer by County. Developer shall pay County in full for all costs associated with the Project.

If the asphalt paving of the cul-de-sac in the Development is to be done by Developer or its contractor, and not by County, then upon completion of the construction described in Exhibit A and payment in full for such construction and upon acceptance of such cul-de-sac by County, Developer shall obtain approval of County Public Works Director before proceeding with the asphalt paving of the Project as described in Exhibit A. Such asphalt paving shall be completed not later than eighteen (18) months after completion of the construction described in Exhibit A. Paving of the cul-de-sac in the Development shall be done to County's standards and specifications. If the asphalt paving of the cul-de-sac in the Development is done by Developer or its contractor, then Developer shall pay or reimburse County for any inspection or other costs incurred by County within fifteen (15) days after billing to Developer.

- h) **The parties understand and agree that the Plat for the Development shall not be accepted for filing, and shall not be filed, until and unless the irrevocable letters**

of credit described in this Agreement have been received by County in such form, and from such Bank(s) or financial institution(s) as shall be acceptable to County. Further, no building permits shall be issued for the Development until and unless the irrevocable letters of credit described in this Agreement have been received by County in such form, and from such Bank(s) or financial institution(s) as shall be acceptable to County; and further, no building permits shall be issued to Developer for such Development until and unless the Developer has completed the construction of the cul-de-sac within the Development as contemplated by Exhibit A and has fully paid for the same and such cul-de-sac has been accepted by County.

7. In consideration of the mutual promises and covenants contained herein, the County shall:
- a) Where the asphalt paving portion of the Project (Shown in Exhibit A) is to be done by County, allow Developer's asphalt paving project to be added to the County's annual asphalt paving program.
 - b) Release to Developer any amount remaining in the pledged irrevocable letter(s) of credit, once all costs for the Project for which the Letter of Credit is in effect (either construction and/or paving) are known and paid, and the Project is fully and finally accepted by County.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

BOARD OF COUNTY COMMISSIONERS OF
POTTAWATOMIE COUNTY, KANSAS

BY: _____
Chairman

Attest:

County Clerk

Joshua R. Schultz, Trustee of the Joshua R.
Schultz Living Trust Restated 12/05/2016

By: _____
Joshua R. Schultz, Trustee

STATE OF KANSAS)
)
COUNTY OF _____)

ss.

Acknowledged before me this _____ day of _____, 2021, by Joshua R. Schultz, Trustee of the Joshua R. Schultz Living Trust Restated 12/05/2016 and such person acknowledged that he is the Trustee of the Joshua R. Schultz Living Trust Restated 12/05/2016, and that he is authorized to sign the same on behalf of said Trust.

Notary Public

My Commission Expires:

POTTAWATOMIE COUNTY PLANNING BOARD

State of Kansas }
 County of Pottawatomie } SS:
 Approved this 19th day of Oct August, 2021 A.D.

POTTAWATOMIE COUNTY Signed October 21, 2021
 PLANNING BOARD

Andrew Klein
 Chairman
 Andrew Klein

Marcie Wood
 Secretary
 Marcie Wood

COUNTY OFFICIALS

John Watt
 County Counselor
 John Watt

Gregg Webster
 County Zoning Administrator
 Gregg Webster

Nathan Bergman
 Acting County Engineer
 Nathan Bergman

Stephan Metzger
 County Planner
 Stephan Metzger

Scott Schwinn
 County Sanitarian
 Scott Schwinn

Jared Barnes
 Fire Supervisor
 Jared Barnes

Jennifer Merrow
 Emergency Management Director
 Jennifer Merrow

CERTIFICATE OF COUNTY COMMISSION

State of Kansas }
 County of Pottawatomie } SS:
 Approved this _____ day of _____, 2021 A.D.

BOARD OF COUNTY COMMISSIONERS
 OF POTTAWATOMIE COUNTY, KANSAS

Greg Riat - Chair

Dennis P. Weixelman - Vice-Chair

Deloyce McKee - Member

ATTEST:

County Clerk
Dawn R. Henry

OWNER'S CERTIFICATE

State of Kansas }
 County of Pottawatomie } SS:

This is to certify that the undersigned are owners of a portion of the land hereon described on this plat, and that they have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes herein set forth, and do hereby acknowledge and adopt the same under the style and title indicated.

All street right-of-way as shown on this plat are hereby dedicated to the public. An easement or license to the public to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat is hereby granted.

Given under my hand at Westmoreland, Kansas this
14th day of October, 2021 A.D.

Joshua R. Shultz, Trustee
 Joshua R. Shultz, Trustee of the Joshua R. Shultz Living Trust Restated 12/08/2016

NOTARY CERTIFICATE

State of Kansas }
 County of Pottawatomie } SS:

BE IT REMEMBERED, That on this 14th day of October A.D. 2021 Before me, the undersigned, a Notary Public in and for the County and State aforesaid came Joshua R. Shultz, Trustee of the Joshua R. Shultz Living Trust Restated 12/08/2016, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledges his execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

12/26/2024
 Term expires

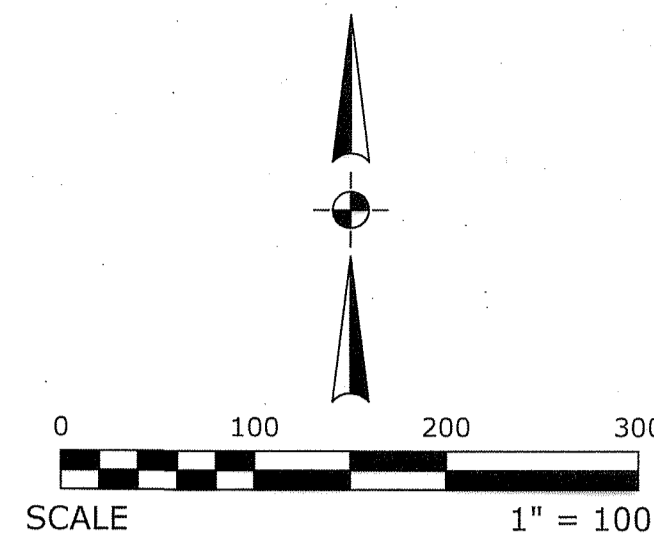
Danielle J. Trego
 Notary Public

DANIELLE J. TREGO
 Notary Public - State of Kansas
 My Appt. Expires 12/26/2024

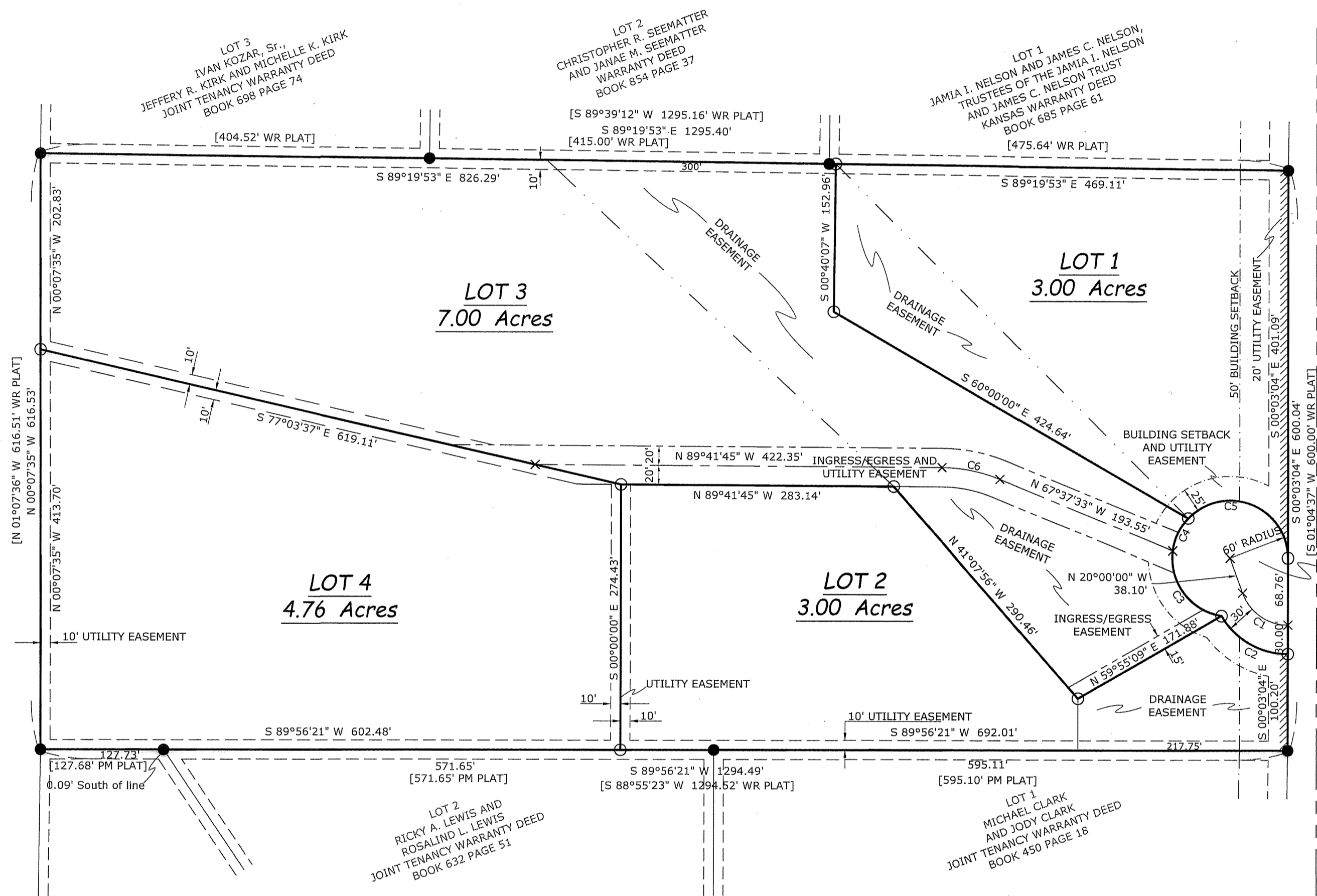
Danielle J. Trego
 Print Name

LEGEND

- FOUND 1/2" IRON BAR WITH PLASTIC CAP- ORIGIN PREVIOUS PLATS
- SET 5/8" IRON BAR WITH PLASTIC CAP STAMPED "FORCE LS-811"
- - - - - EXISTING UTILITY EASEMENT
- - - - - NEW UTILITY EASEMENT
- - - - - BUILDING SETBACK LINE
- - - - - CENTERLINE OF INGRESS/EGRESS AND UTILITY EASEMENT
- - - - - BUILDING SETBACK & UTILITY EASEMENT
- - - - - ORIGINAL WILDRIDGE SUBDIVISION
- - - - - ORIGINAL PRAIRIE MEADOW SUBDIVISION
- ////// RESTRICTED ACCESS



WILDRIDGE
 SUBDIVISION



PRAIRIE MEADOWS
 SUBDIVISION

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	61.13'	97.39'	N 85°01'32" W	70°03'04"
C2	80.00'	83.12'	79.43'	N 60°17'16" W	59°31'36"
C3	60.00'	92.64'	83.71'	N 37°14'24" W	88°27'58"
C4	60.00'	38.30'	37.85'	S 23°18'48" W	36°34'27"
C5	60.00'	142.82'	111.41'	N 68°14'32" W	136°22'55"
C6	180.00'	61.63'	61.25'	N 78°39'39" W	22°04'12"

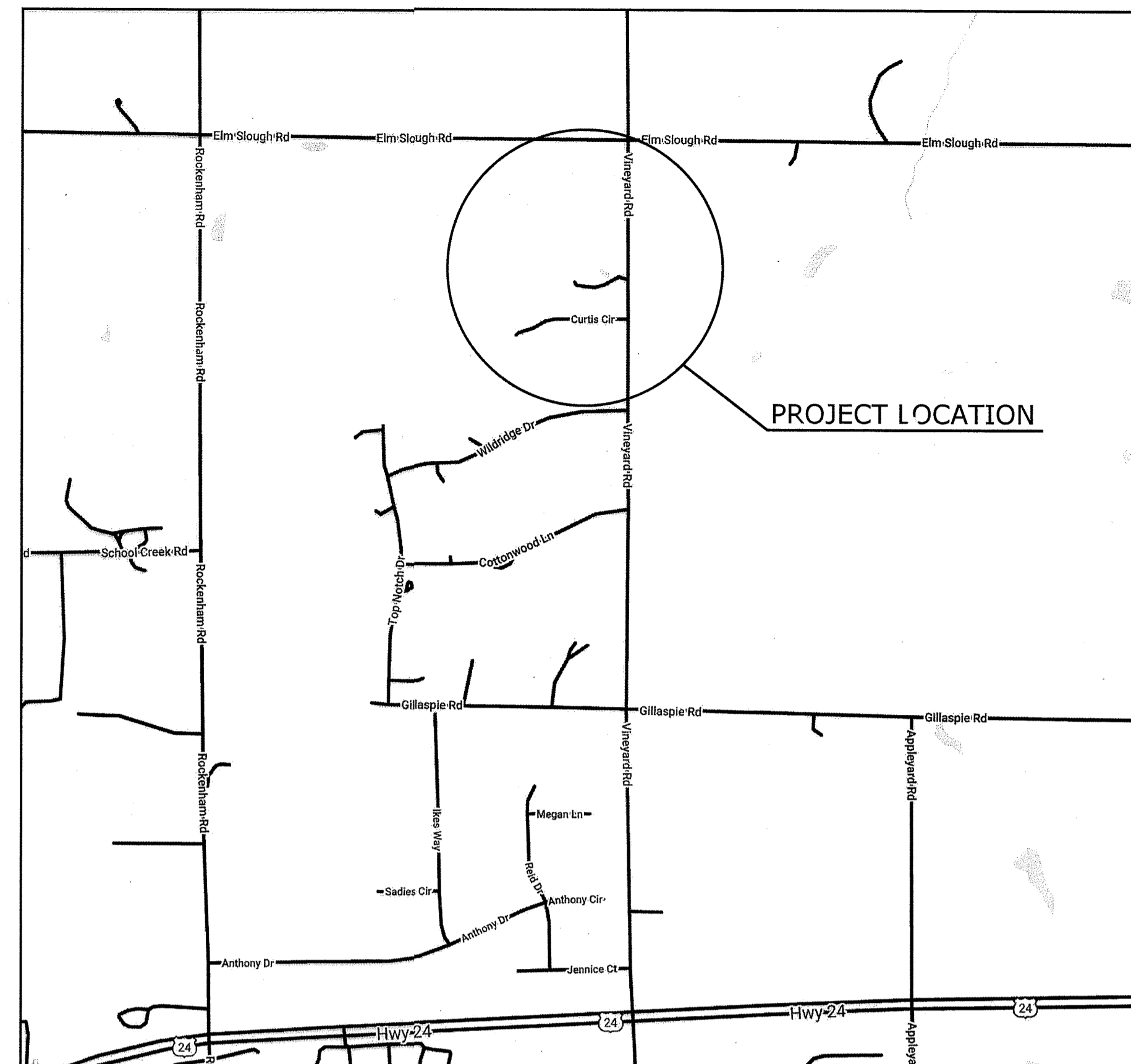
AREA RESERVED FOR
 REGISTER OF DEEDS
 FILING INFORMATION

CERTIFICATION:
 State of Kansas }
 County of Pottawatomie } SS:

I the undersigned do hereby certify that I am a registered Land Surveyor in the State of Kansas with the experience and proficiency in land surveying; that the heretofore described property was surveyed and subdivided by me or under my supervision, that all subdivision regulations of Pottawatomie County, Kansas, have been complied with in the preparation of this plat; and that all monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Westmoreland, Kansas this 6th day of October, 2021, A.D.

Terry Force, R.L.S. 811
 Terry Force, R.L.S. 811



VICINITY MAP
 (NOT TO SCALE)

GENERAL NOTES

- 1) THE BASIS OF BEARINGS FOR THIS SURVEY IS ASSUMED AND TAKEN FROM VARIOUS PREVIOUS SURVEYS IN THE VICINITY BY FORCE LAND SURVEYING.
- 2) ALL MEASUREMENTS (BEARINGS AND DISTANCES) ARE MEASURED UNLESS OTHERWISE NOTED.
- 3) THIS PROPERTY IS ZONED AR - AGRICULTURE/RESIDENTIAL
- 4) EACH LOT WILL BE SERVED BY AN INDIVIDUAL SEPTIC SYSTEM AS APPROVED BY THE POTTAWATOMIE COUNTY SANITARIAN.
- 5) WATER SERVICE WILL BE PROVIDED BY POTTAWATOMIE COUNTY RURAL WATER DISTRICT #1.
- 6) DUE TO THE IRREGULAR LOT CONFIGURATIONS, BUILDING SETBACKS WILL BE DETERMINED BY THE POTTAWATOMIE COUNTY ZONING OFFICE AT THE TIME OF DEVELOPMENT OF EACH LOT.

DESCRIPTION - BOOK 854 PAGE 79:

Lot Four (4), Wildridge Subdivision, Pottawatomie County, Kansas.

POTTAWATOMIE COUNTY REVIEW SURVEYOR CERTIFICATE
 This plat has been reviewed and approved for filing pursuant to , and in compliance with, K.S.A. 58-2005, and with the requirements of Pottawatomie County Resolution No. 2015-52. No other warranties are extended or implied.

Approved by: Tim Sloan Date: 10/6/2021
 (signature)

Tim Sloan License: 783
 (print name)

FINAL PLAT
 of
 WILDRIDGE SUBDIVISION UNIT 3
 A replat of Lot 4 of Wildridge Subdivision in the East
 Half of the Northwest Quarter of
 Section 34, Township 9 South, Range 9 East
 of the Sixth Principal Meridian in
 Pottawatomie County, Kansas

PREPARED BY
FORCE LAND SURVEYING
 TERRY FORCE, RLS
 342 MAIN STREET
 WHEATON, KANSAS 66521
 Phone: 785-396-4480
 Email: tforce@bluevalley.net

OCTOBER 2021
 PROJECT NUMBER 99309

TO: COUNTY COMMISSIONERS

FROM: DAWN HENRY

SUBJECT: BLUE TOWNSHIP TREASURER RESIGNATION AND APPOINTMENT

Fred Rothwell, Blue Township Treasurer, has resigned from the position effective November 19, 2021. Dan Dekat, Blue Township Trustee, Rich Goehring, Blue Township Clerk along with Fred Rothwell himself would like to appoint the following to the Treasurer position:

Dustin Taylor
8637 Eagles Landing Cir
Manhattan KS 66502

I ask that you accept the resignation of Fred Rothwell, Blue Township Treasurer, and appoint Dustin Taylor to fill the position of Blue Township Treasurer for the remainder of Fred's term.

Thank you,

Dawn Henry

