

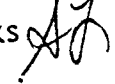
Agenda Item No. _____

City Of Wichita
City Council Meeting
November 2, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Hedgewood 2nd
Addition (North of Harry, East of Rock) (District II)

INITIATED BY: Department of Public Works 

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, John McKay, has platted a new addition called Hedgewood 2nd Addition and has submitted an Agreement to respread special assessments in the Addition.

Analysis: The purpose of the Agreement is to respread Special Assessments on an equal share basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Law Department has approved the Agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the Mayor to execute.

BM:bjm

THE CITY OF WICHITA

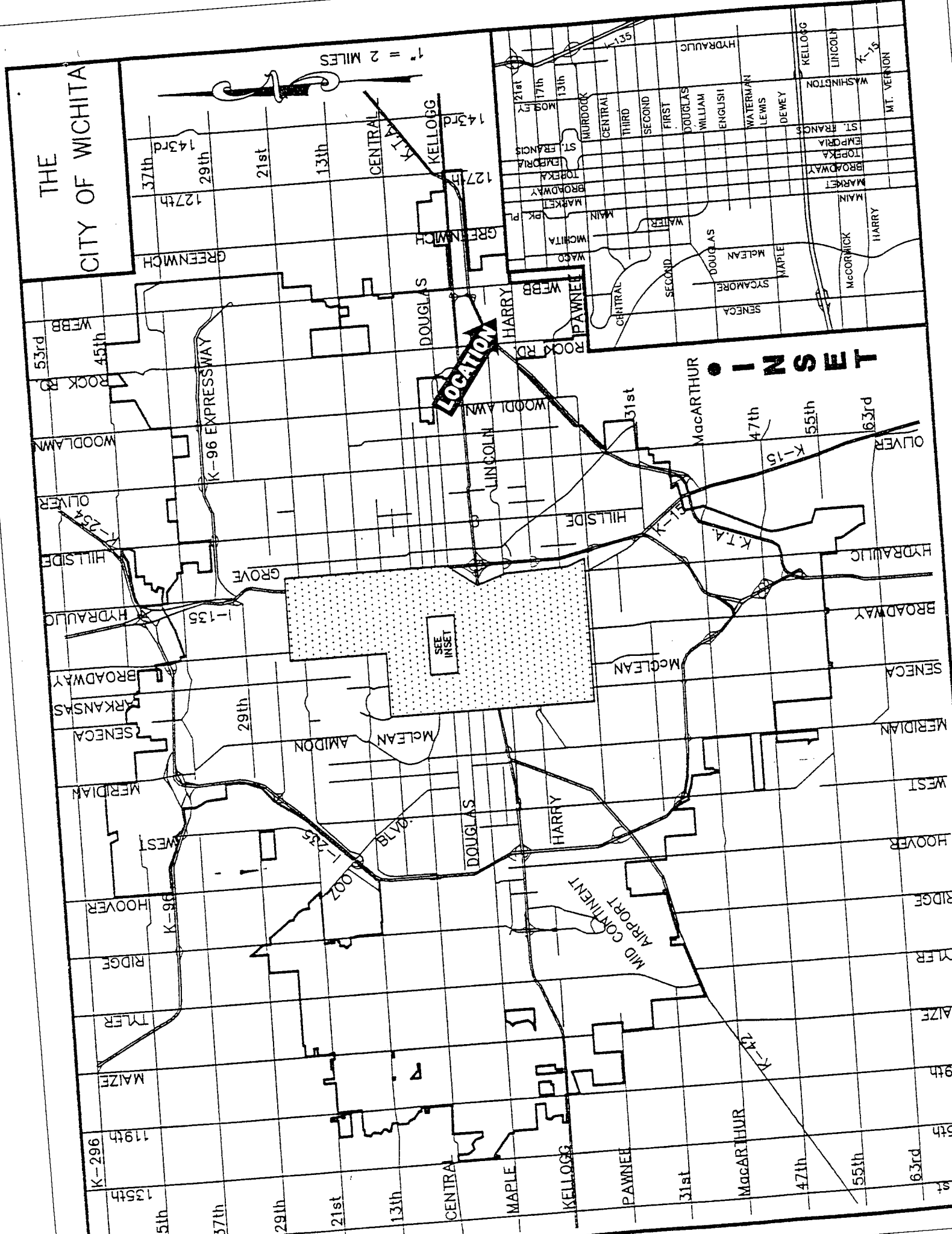
1" = 2 MILES

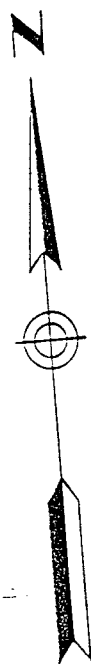
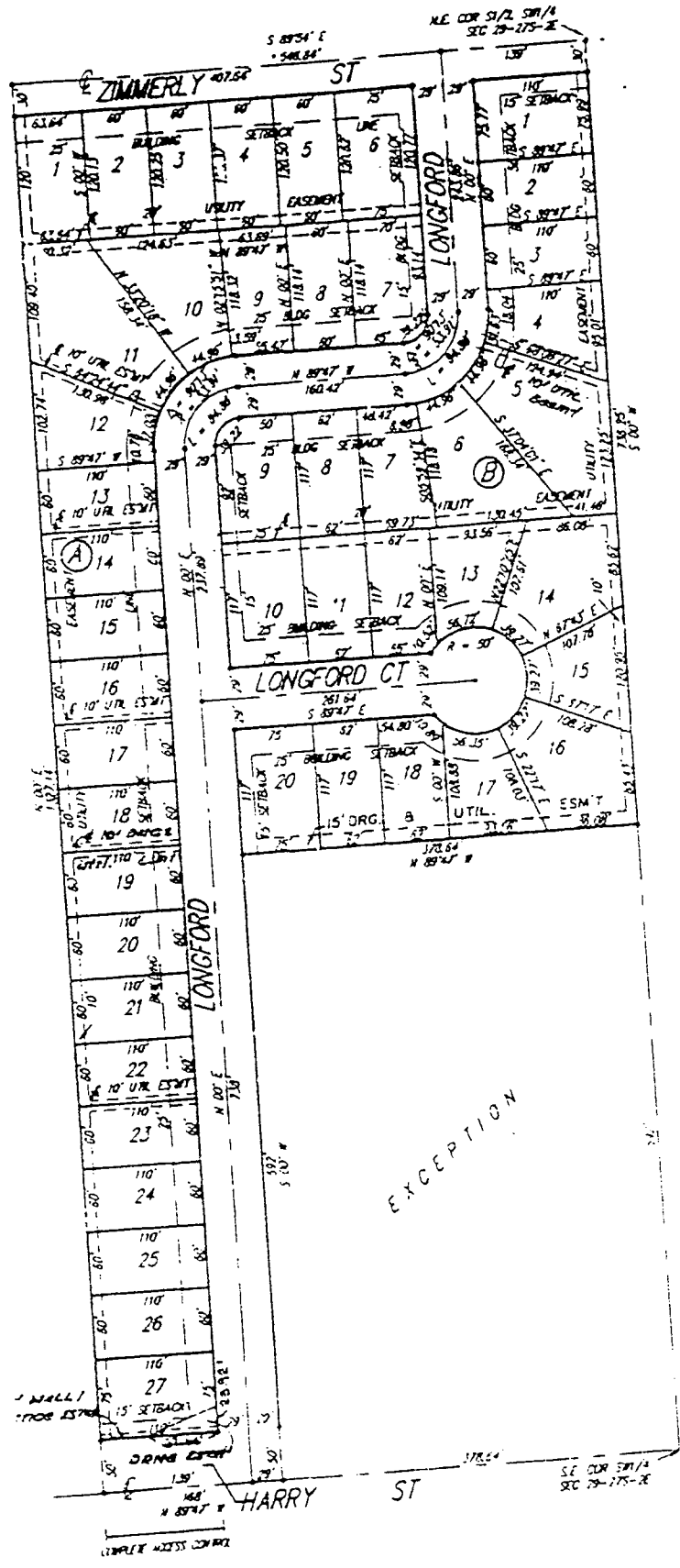


LOCATION

SEE INSET

INSET





AGREEMENT
BY AND BETWEEN
THE CITY OF WICHITA, KANSAS

Party of the First Part

And

John W. McKay, III

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements within Hedgewood 2nd Addition in the area of Harry and Longford, within the City Limits of the City of Wichita; and

WHEREAS, Parties of the Second Part are the landowners of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted; and

WHEREAS, Parties of the Second Part desires that a reassessment be made;

WHEREAS, The party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1-27, Inclusive Block A, and Lots 1-20, Inclusive, Block B, Hedgewood 2nd Addition, was part of the improvement district for the following City Projects:

Longford, Longford Court, and Zimmerly,
Project No. 472-76-245-82287-000-000-001

Water Distribution System
Hedgewood 2nd Addition
Project No. 448-76-245-88656-000-000-001

Lateral 116, War Industries Sewer
Project No. 468-76-245-82261-000-000-001

2. The Parties agree to make a reassessment for said project in the following manner:

Lots 1 through 22, Block A, and

Lot 23 and the North 5 Feet of Lot 24, Block A;

The South 55 Feet Lot 24 and the North 10 Feet Lot 25, Block A;

The South 50 Feet Lot 25 and the North 15 Feet Lot 26, Block A;

The South 45 Feet Lot 26 and the North 20 Feet Lot 27, Block A;

and Lots 1 through 20, Block B, Hedgewood 2nd Addition, shall each pay $1/46$ of the total cost apportioned to the property described above.

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waives their right to appeal the special assessments for the above mentioned project (including this described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that they will indemnify the party of the First Part against any and all costs, expenses, claims and judgements for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, The Parties hereto have executed this agreement the _____ day of _____, 1993.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Gary E. Hebenstreng *GH*
Director of Law

Attest:

City Clerk

BY: John W. McKay III
John W. McKay III

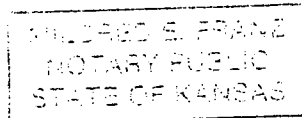
STATE OF KANSAS)
)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13th day of
September, 1993, before me, the undersigned, a Notary
Public in and for the County and State aforesaid, came John W.
McKay, III, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

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

Mildred E. Franz

Notary Public
Mildred E. Franz



My Appointment Expires:

February 3, 1995

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: September 29, 1993

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer *GM for Mike*

SUBJECT: Agreement to Respread Special
Assessments: Hedgewood
2nd Addition

Please review the attached agreement as to legal form and return it to the
City Engineer's office.

BM:cls

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

John W. McKay, III

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements within Hedgewood 2nd Addition in the area of Harry and Longford, within the City Limits of the City of Wichita; and

WHEREAS, Parties of the Second Part are the landowners of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted; and

WHEREAS, Parties of the Second Part desires that a reassessment be made;

WHEREAS, The party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1-27, Inclusive Block A, and Lots 1-20, Inclusive, Block B, Hedgewood 2nd Addition, was part of the improvement district for the following City Projects:

Longford, Longford Court, and Zimmerly,
Project No. 472-76-245-82287-000-000-001

Water Distribution System
Hedgewood 2nd Addition
Project No. 448-76-245-88656-000-000-001

Lateral 116, War Industries Sewer
Project No. 468-76-245-82261-000-000-001

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Lots 1 through 22, Block A, and

Lot 23 and the North 5 Feet of Lot 24, Block A;

The South 55 Feet Lot 24 and the North 10 Feet Lot 25, Block A;

The South 50 Feet Lot 25 and the North 15 Feet Lot 26, Block A;

The South 45 Feet Lot 26 and the North 20 Feet Lot 27, Block A;

and Lots 1 through 20, Block B, Hedgewood 2nd Addition, shall each pay 1/46 of the total cost apportioned to the property described above.

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waives their right to appeal the special assessments for the above mentioned project (including this described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that they will indemnify the party of the First Part against any and all costs, expenses, claims and judgements for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, The Parties hereto have executed this agreement the _____ day of _____, 1993.

THE CITY OF WICHITA, KANSAS

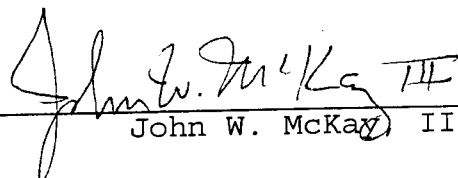
BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

BY: 
John W. McKay III

STATE OF KANSAS)
)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13th day of September, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John W. McKay, III, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Mildred E. Franz

Notary Public
Mildred E. Franz

My Appointment Expires:

February 3, 1995

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION**

AGENDA ITEM NO. 3

September 3, 1992

**STAFF REPORT
(Final Plat, Preliminary Plat Approved 7/9/92)**

CASE NUMBER: S/D 92-27 - HEDGEWOOD 2ND ADDITION

OWNER/APPLICANT: Casado-McKay, Attn: John McKay, 236 S. Topeka, Wichita, KS 67202

SURVEYOR/ENGINEER: Baughman Company, P.A., 315 Ellis, Wichita, KS 67211

LOCATION: East of Rock Road on the north side of Harry

SITE SIZE: 11.5 Acres

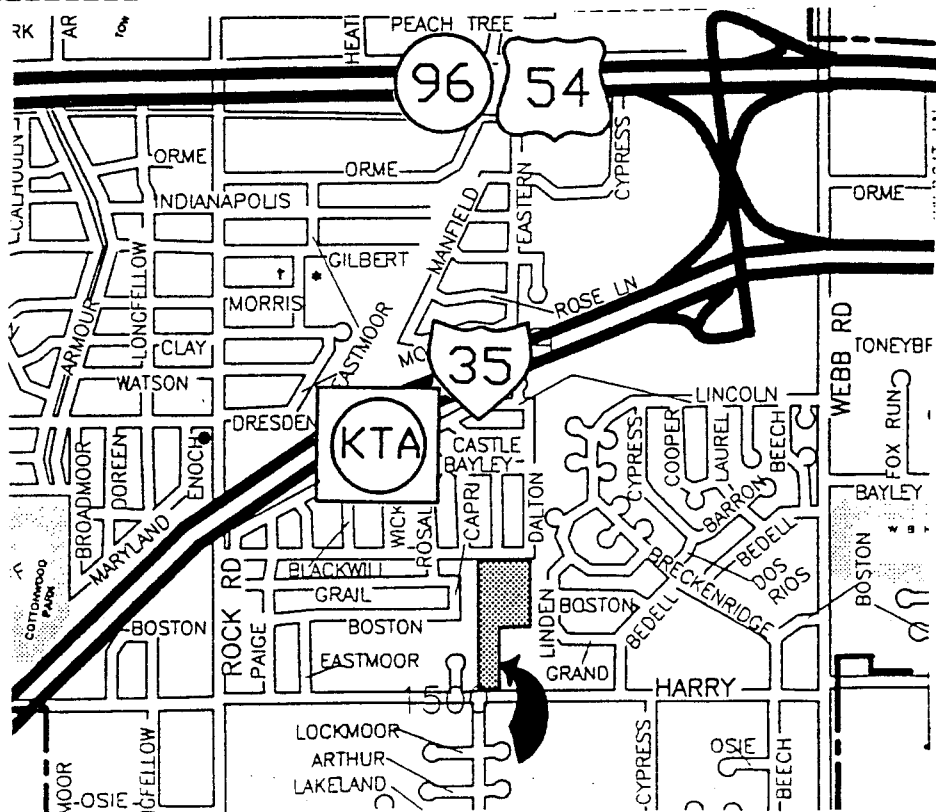
NUMBER OF LOTS

Residential:	47
Office:	
Commercial:	
Industrial:	
Total:	47

MINIMUM LOT AREA: 6,600 sq. ft.

CURRENT ZONING: "AA" one-family dwelling district

VICINITY MAP:



NOTE:As was requested during review of the preliminary plat, the applicant has redesigned the final plat to make Longford a continuous street from Harry to Zimmerly. However, as indicated in the comments below, a 58 ft. rather than 64 ft. right-of-way is being proposed for this street. The Subdivision Committee needs to determine if it will waive the design standards. (See Comment G.)

STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall include the paving of Zimmerly adjacent to this site. Sidewalk along Zimmerly, to continue the existing system along Zimmerly, shall be included in the paving guarantee along with sidewalk on one side of Longford. As is now being platted, Longford is a continuous street between Harry and Zimmerly and as such should also provide sidewalk along one side of this street.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. Longford does not meet the Subdivision Regulations for a street to be platted with a 58-foot right-of-way and 29-foot of paving.

In Section 7-201(G) of the Subdivision Regulations, a 58-foot street should not exceed 24-single family lots (12 each side) per block. Such a block is interpreted to be typically 800 feet (more or less) in length and/or a street segment intersected on each end by other continuous (through) type streets. Longford is creating an extremely long block (Harry to Zimmerly) with access being provided for at least 41 lots on this plat and likely at least 9 to more than 20 additional lots when the adjoining property to the east plats. Since this street exceeds the 24-single family lot limitation for a 58-foot street, it needs to be platted at the residential street standard of 64-foot right-of-way and 35-feet of paving.

- H. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which

abuts a 58-foot street. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.

- I. If required for sanitary sewer, the easement along the south line of Lots 16 through 20, Block B, shall be platted as a 20-foot easement or additional easement shall be obtained off-site by separate instrument and submitted with the final plat tracing.
- J. As was indicated during review of the preliminary plat, since there will apparently be no homeowners association for this plat and only one lot is involved with the indicated wall easement, there is no reason to create a wall easement along Lot 27. A wall easement is not intended to be a means to allow for a solid masonry wall to cross or be within a utility easement such as along Lot 22's west property line. However, if the applicant desires to install a solid masonry type wall in this area, an appropriate type of construction may be, if approved by City Engineering, used in the area of Lot 27's south and west lines. The applicant was to contact City Engineering to discuss this matter. Engineering needs to indicate if a wall is in conflict with any utilities needed in this location, e.g., sanitary sewer.
- K. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.
- L. The applicant or the agent needs to explain several items noted in the platting binder involving: the property's ownership in which the plat, but not the binder is indicating an interest by Casado and McKay; if an indicated oil and gas lease in any way encumbers the development of this site; and the location or nature of a right-of-way contract given to the Wichita Natural Gas Company.
- M. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- N. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- O. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- P. Recording of the plat within 30 days after approval by the City Council.

- Q. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION**

AGENDA ITEM NO. 6

July 9, 1992

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 92-27 - HEDGEWOOD 2ND ADDITION.

OWNER/APPLICANT: Casado-McKay, Attn: John McKay, 236 S. Topeka, Wichita, KS 67202

SURVEYOR/ENGINEER: Baughman Company, P.A., 315 Ellis, Wichita, KS 67211

LOCATION: East of Rock Road on the north side of Harry

SITE SIZE: 11.5 Acres

NUMBER OF LOTS

Residential:	49
Office:	
Commercial:	
Industrial:	
Total:	49

MINIMUM LOT AREA: 6,600 sq. ft.

CURRENT ZONING: "AA" one-family dwelling district

VICINITY MAP:



STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall include the paving of Zimmerly adjacent to this site. Sidewalk along Zimmerly, to continue the existing system along Zimmerly, shall be included in the paving guarantee. As indicated below, Longford should be made a continuous street between Harry and Zimmerly and as such should also provide sidewalk along one side of this street.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. According to the Subdivision Regulations, a single point of entry (cul-de-sac) street should not exceed 600 feet in length except under unique physical limitations or ownership configurations that preclude a possible continuous or connected street system. If physical limitations or ownership problems exist, a cul-de-sac street of up to 1,200 feet may be allowed. However, there are no unique physical or ownership conditions at this site that would prevent Longford from being connected to Zimmerly or allow it to be platted as shown on this plat as a 1300 foot long cul-de-sac. The final plat shall therefore indicate Longford as a connecting street between Harry and Zimmerly. There are several alternative design locations for the connection of Longford to Zimmerly in a straight continuous street or more indirect with curves.
- H. Whether allowed as a cul-de-sac or connected to Zimmerly, Longford does not meet the Subdivision Regulations for a street to be platted with a 58-foot right-of-way and 29-foot of paving. As indicated by Section 7-201(R) of the Subdivision Regulations, if a cul-de-sac type street is over 600 feet long or will serve more than 24 dwelling units, it shall be platted with 64 feet of right-of-way. A 58-foot right-of-way could be allowed for up to 32 dwelling units if the average width of lots on the spine of the cul-de-sac were 90 feet or greater.

In Section 7-201(G) of the Subdivision Regulations, a 58-foot street should not exceed 24-single family lots (12 each side) per block. Such a block is interpreted to be typically 800 feet (more or less) in length and/or a street segment intersected on

each end by other continuous (through) type streets. If platted with connections to Harry and Zimmerly, Longford is creating an extremely long block (Harry to Zimmerly) with access being provided for at least 39 lots on this plat and likely at least 9 to more than 20 additional lots when the adjoining property to the east plats. In any case, whether the street connects to Zimmerly or not, it will exceed the 24-single family lot limitation for a 58-foot street and needs to be platted at the residential street standard of 64-foot right-of-way and 35-feet of paving.

- I. If required for sanitary sewer, the easement along the south line of Lots 36 through 40 shall be platted as a 20-foot easement or additional easement shall be obtained off-site by separate instrument and submitted with the final plat tracing.
- J. Since there will apparently be no home owners association for this plat and only one lot is involved with the indicated wall easement, there is no reason to create a wall easement along Lot 1. A wall easement is not intended to be a means to allow for a solid masonry wall to cross or be within a utility easement such as along lot 1's west property line.
- K. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.
- L. Requirements for a final plat (see pages 24-29, Part 4, Article 5 of the MAPC Subdivision Regulations).
- M. Prior to or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- N. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- O. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- P. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- Q. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.