

July 6, 1995

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 95-49 GRAF-GOLDSTON 2ND ADDITION

OWNER/APPLICANT: Courtland Development Corp., Attn: Joe Graf, 2445 S. Glendale, Wichita, KS 67210
Owner: West Towne Baptist Church, Inc., Attn: Bob Shank, 2000 N. Maize Road, Wichita, KS 67212
Owner: West Congregation of Jehovah's Witnesses, c/o Coldwell Banker, Attn: Alan Carpenter, 2121 N. Tyler Road - Suite 300, Wichita, KS 67212
Owner: Richard E. Wiechman, c/o Courtland Dev. Corp., Attn: Joe Graf, 2445 S. Glendale, Wichita, KS 67210

SURVEYOR/ENGINEER: Savoy, Ruggles & Bohm, P.A., c/o Mark Savoy, 924 North Main, WICHITA, 67203

LOCATION: South of 21st Street North and east of Maize Road

SITE SIZE: 48.37 Acres

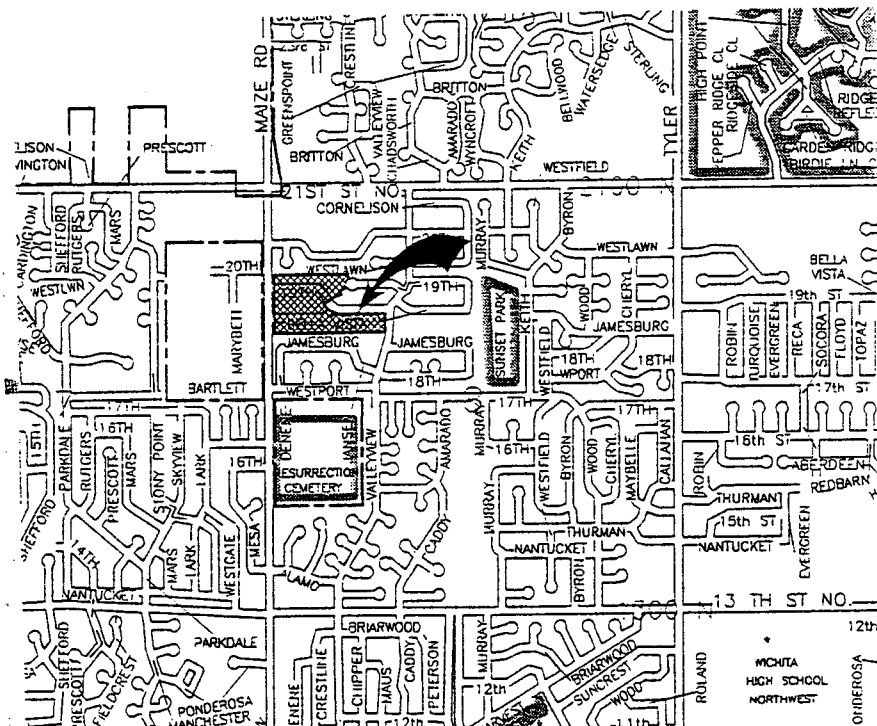
NUMBER OF LOTS
Residential: 29
Office:
Commercial:
Industrial:
Total: 29

MINIMUM LOT AREA: 9,775 sq. ft.

CURRENT ZONING: "AA"

PROPOSED ZONING:

VICINITY MAP:



H.
I.
J.

NOTE: This plat is a replat of a portion of the Graf-Goldston (1st) Addition. Two larger lots to accommodate an existing church and possibly a second church adjacent to Maize Road are in part being provided for by the vacation of a street segment (19th Street North) originally platted in the 1st Addition. The Bella Vista Court on this plat is basically a segment of the original 19th Street now being vacated and replatted by this 2nd Addition. A reconfiguration of single-family lots around this Court is also a result of this replatting. Some readjustment of lot configurations has also been made for the lots along and south of Bella Vista.

STAFF COMMENTS:

- A. City Engineering needs to comment on whether any existing guarantees or projects need to be abandoned due to this replat and consequently if any costs need to be recovered for such projects.
- B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- C. The applicant shall guarantee the extension of City water to serve the lots being platted.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. The applicant shall guarantee construction of the storm sewers required by this plat.
- F. The applicant shall guarantee the paving of the proposed interior streets.
- G. City Engineering needs to indicate if any special conditions or requirements are involved with the above guarantees. That is, how these guarantees may be involved with existing guarantees such as the paving of Bella Vista which in part is still under the guarantees associated with the 1st Addition. Several lots also (Lots 12 and 13; Block 1) have access only by means of a street (19th Street Circle), not part of this plat, nor yet constructed.

Also, certain improvements to 21st Street North were included in the guarantees required for the 1st Addition. Engineering needs to indicate if or how this plat is involved with such improvements.

If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

On the final plat, Lots 1 and 2, Block 1, shall be limited to one (1) opening per lot to Maize Road. Lot 2 in particular could be required to show complete access control to Maize with access exclusively from Bella Vista.

Since Lot 2, Block 1 is not truly a corner residential type lot and may involve some fairly substantial structures (gymnasiums, church addition, etc.) a 25-foot building setback shall be platted to Bella Vista. Such a setback would ameliorate the visual impacts of such structures on the residential lots in the immediate area of this church site.

- K. 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.
- L. On the final plat, the street adjacent to Lots 12 & 13, Block 1 (19th Street North Circle) shall be labeled.
- M. Requirements for a final plat (see pages 5-5 through 5-10, Part 4, Article 5 of the MAPC Subdivision Regulations).
- N. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)
- O. 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.
- P. 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 316-729-0102) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- Q. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- R. The representatives from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
- S. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, David Hibbs, Kanopolis Project Office, Rt. 1, Box 30, Marquette, KS 67464 (913-546-2294) or Ron Little, Kansas Department of Wildlife and Parks, P. O. Box 317, Valley Center, KS 67147] for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.

NOTE: This plat is a replat of a portion of the Graf-Goldston (1st) Addition. Two larger lots to accommodate an existing church and possibly a second church adjacent to Maize Road are in part being provided for by the vacation of a street segment (19th Street North) originally platted in the 1st Addition. The Bella Vista Court on this plat is basically a segment of the original 19th Street now being vacated and replatted by this 2nd Addition. A reconfiguration of single-family lots around this Court is also a result of this replatting. Some readjustment of lot configurations has also been made for the lots along and south of Bella Vista.

STAFF COMMENTS:

- A. As necessary, agreements and/or square footage information shall be submitted to Engineering in order to redistribute existing specials. However, as indicted below, new guarantees shall be provided for the indicated improvements.
- B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- C. The applicant shall guarantee the extension of City water to serve the lots being platted.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. The applicant shall guarantee construction of the storm sewers required by this plat.
- F. The applicant shall guarantee the paving of the proposed interior streets.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. On the final plat tracing, the access controls for Lot 2, Block 1 shall be more clearly indicated both on the face of the plat and in the plattor's text. That is, it needs to be noted that while two (2) openings are allowed at this time, only one (1) opening will be allowed upon the paving of Bella Vista. It is suggested that the plattor's text particularly note that access control except for two (2) openings is being dedicated until such time as Buena Vista is paved, and that upon such paving, access control except for one (1) opening to Tyler Road is dedicated.
- I. 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.
- J. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)
- K. 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 316-729-0102) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

- L. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, David Hibbs, Kanopolis Project Office, Rt. 1, Box 30, Marquette, KS 67464 (913-546-2294) or Ron Little, Kansas Department of Wildlife and Parks, P. O. Box 317, Valley Center, KS 67147] for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- M. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- N. Recording of the plat within 30 days after approval by the City Council.
- O. The representatives from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

**THE CITY OF WICHITA
OFFICE OF LAW DEPARTMENT**

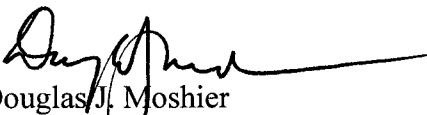
DATE: July 22, 1996

TO: Michael E. Lindebak, P.E., City Engineer

FROM: Douglas J. Moshier, Senior Assistant City Attorney

SUBJECT: Agreement for Respread Assessments

The attached Agreement for respreading assessments in Graf-Goldston 2nd Addition is approved as to form.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment

RECEIVED
JUL 23 1996
CITY - ENGINEERING

Agenda Item No. _____

**City of Wichita
City Council Meeting
August 6, 1996**


Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Graf-Goldston 2nd Addition (South of 21st Street, East of Maize Road) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent



Recommendation: Approve the Agreement.

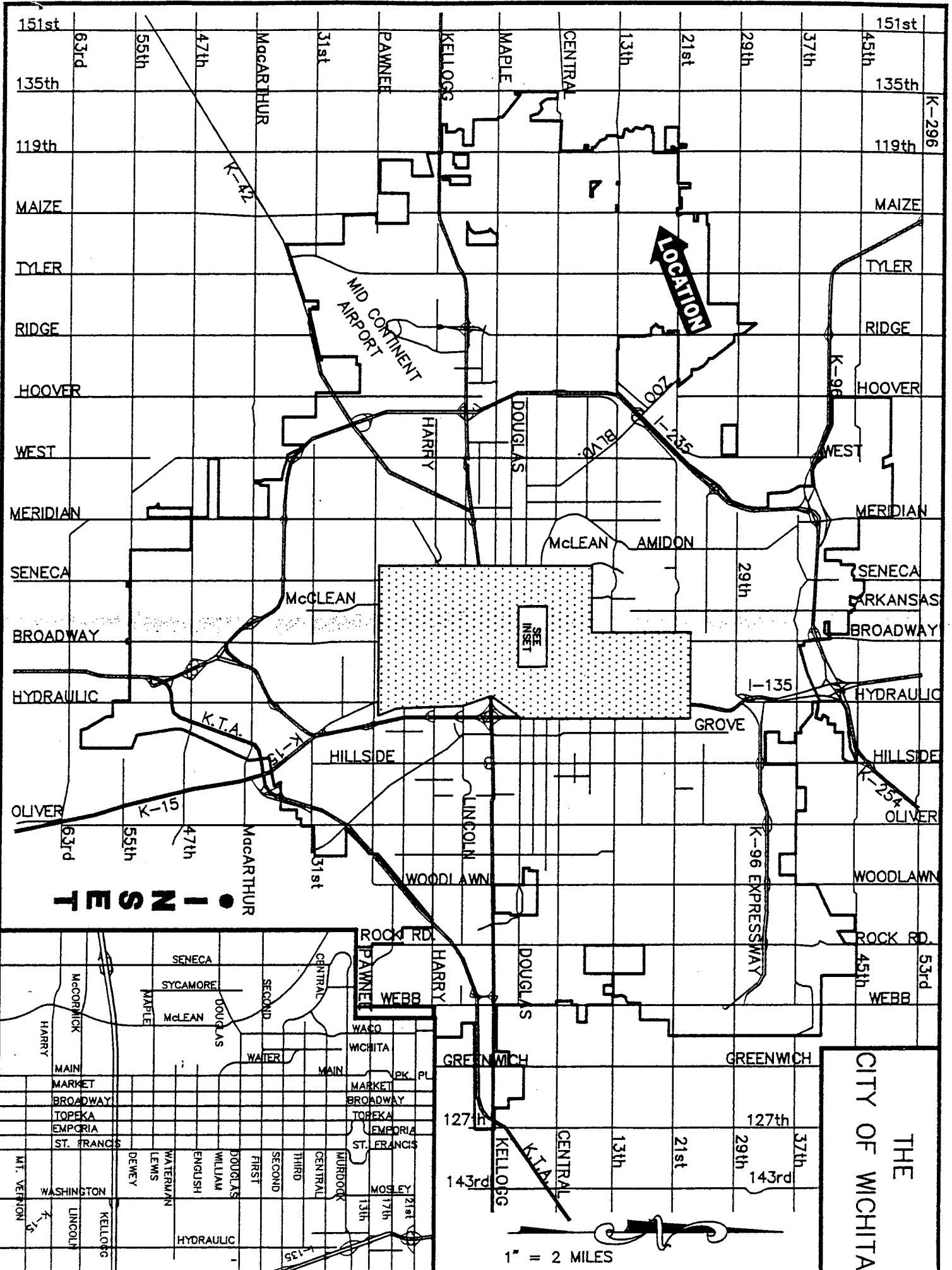
Background: The developer, Courtland Development Corporation, platted an addition called Graf-Goldston 2nd Addition, and has submitted an Agreement to respread special assessments in the addition.

Analysis: The land was originally included in numerous improvement districts for a number of public improvement projects. 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. The Agreement will save the City time in recalculating special assessments for each newly platted lot and will equalize the assessments for each lot, making it easier for the developer to market the lots.

Financial Considerations: There is no cost to the City.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the Agreement and 2) Authorize the Mayor to execute.



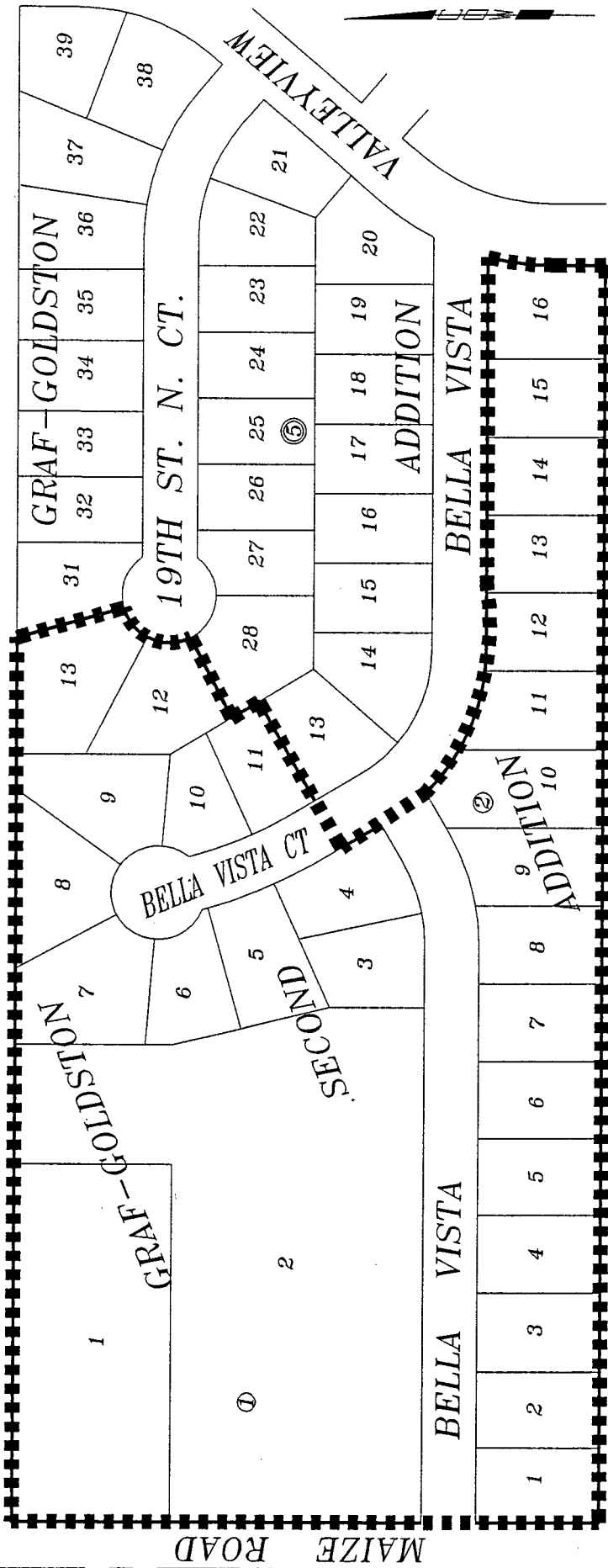
LOCATION

SEE
INSET

INSET

THE
CITY OF WICHITA

1" = 2 MILES



■■■■■■■■■■ AREA OF REASSESSMENT

**City of Wichita
City Council Meeting
September 17, 1996**

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Graf-Goldston 2nd Addition (South of 21st Street, East of Maize Road) (District V)

INITIATED BY: Department of Public Works



AGENDA: Consent

Recommendation: Approve the Agreement.

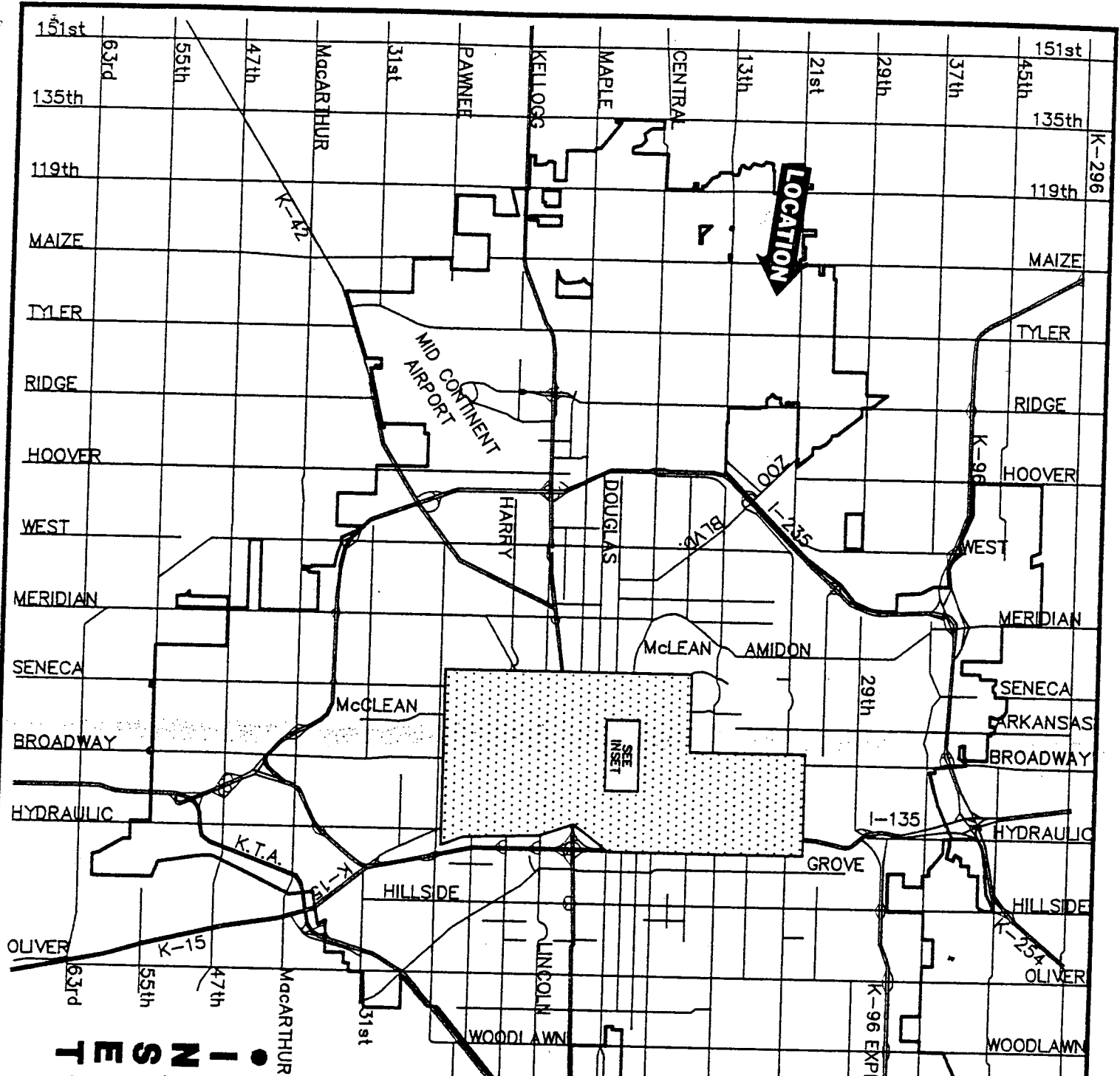
Background: The developer, Richard Wiechman, platted an addition called Graf-Goldston 2nd Addition and has submitted an Agreement to respread special assessments in the addition.

Analysis: The land was originally included in numerous improvement districts for a number of public improvement projects. 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. The Agreement will save the City time in recalculating special assessments for each newly platted lot and will equalize the assessments for each lot, making it easier for the developer to market the lots.

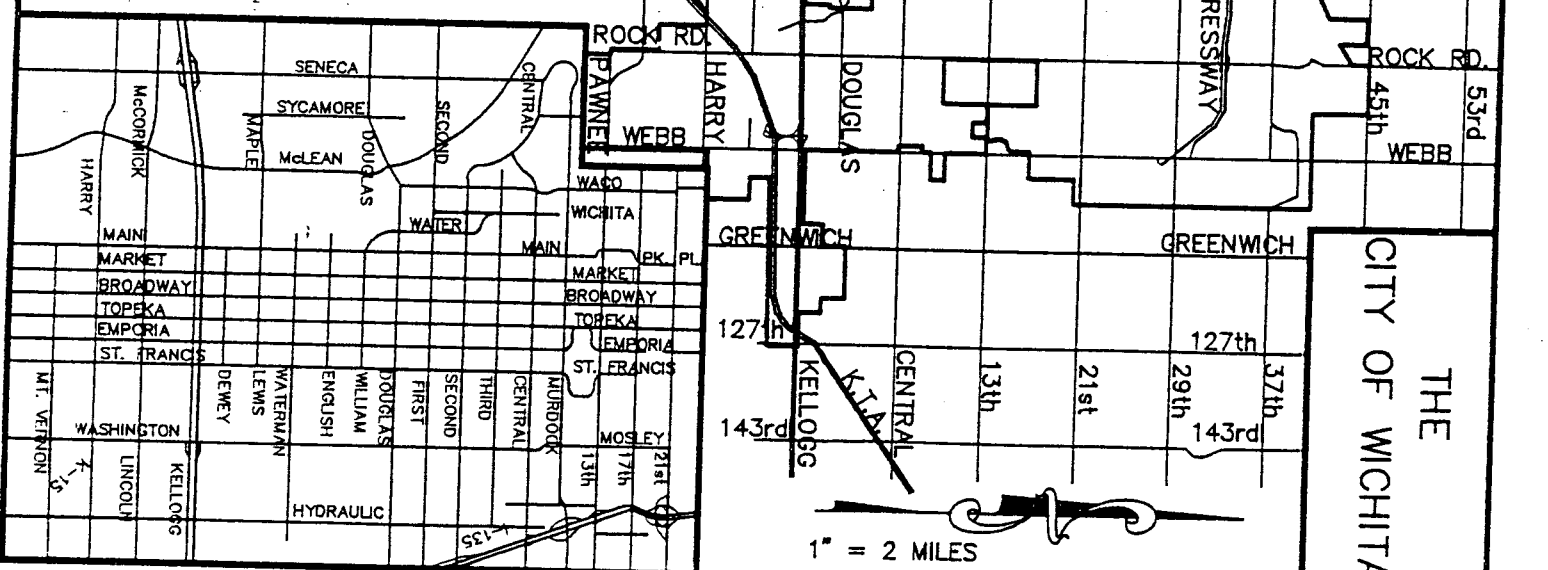
Financial Considerations: There is no cost to the City.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the Agreement and 2) Authorize the Mayor to execute.

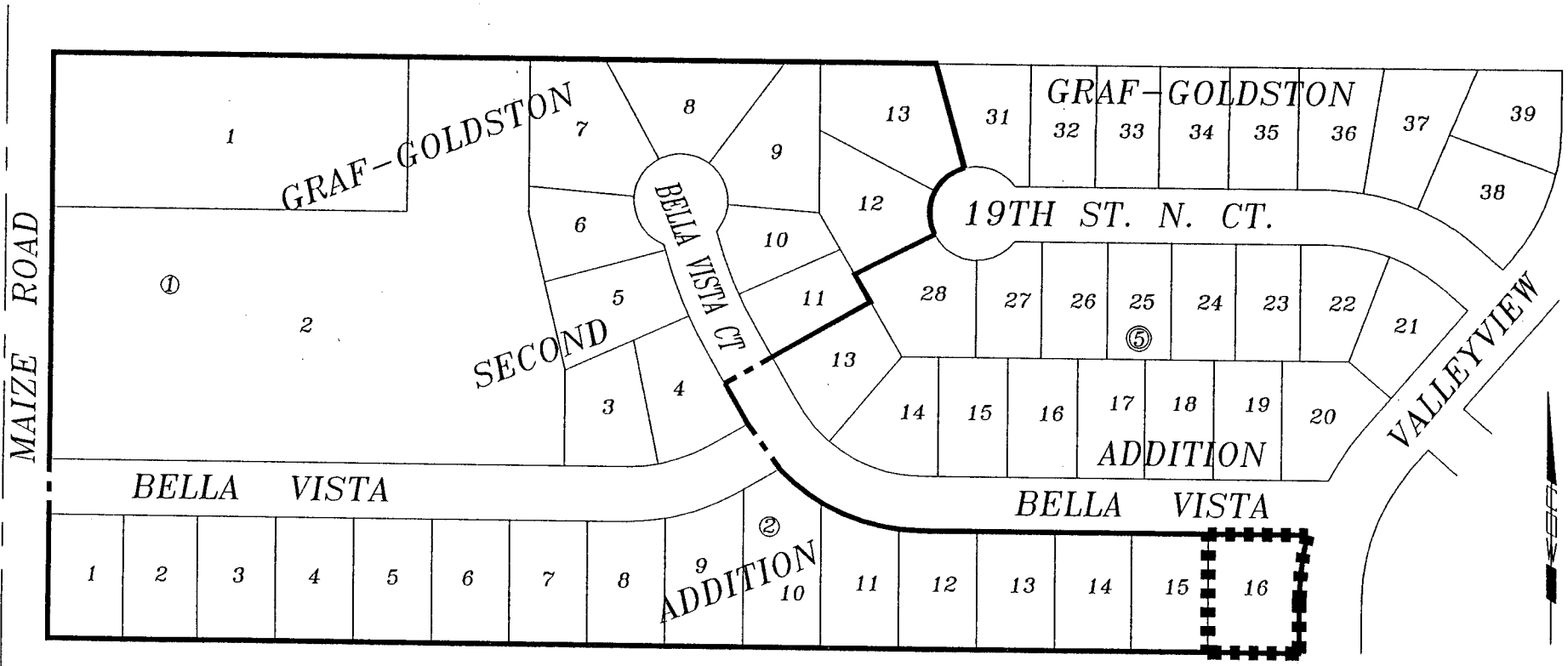


INSET



THE
CITY OF WICHITA





AREA OF REASSESSMENT

Agenda Item No. _____

City of Wichita
City Council Meeting
September 17, 1996

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Graf-Goldston 2nd Addition (south of 21st St., east of Maize Rd.) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

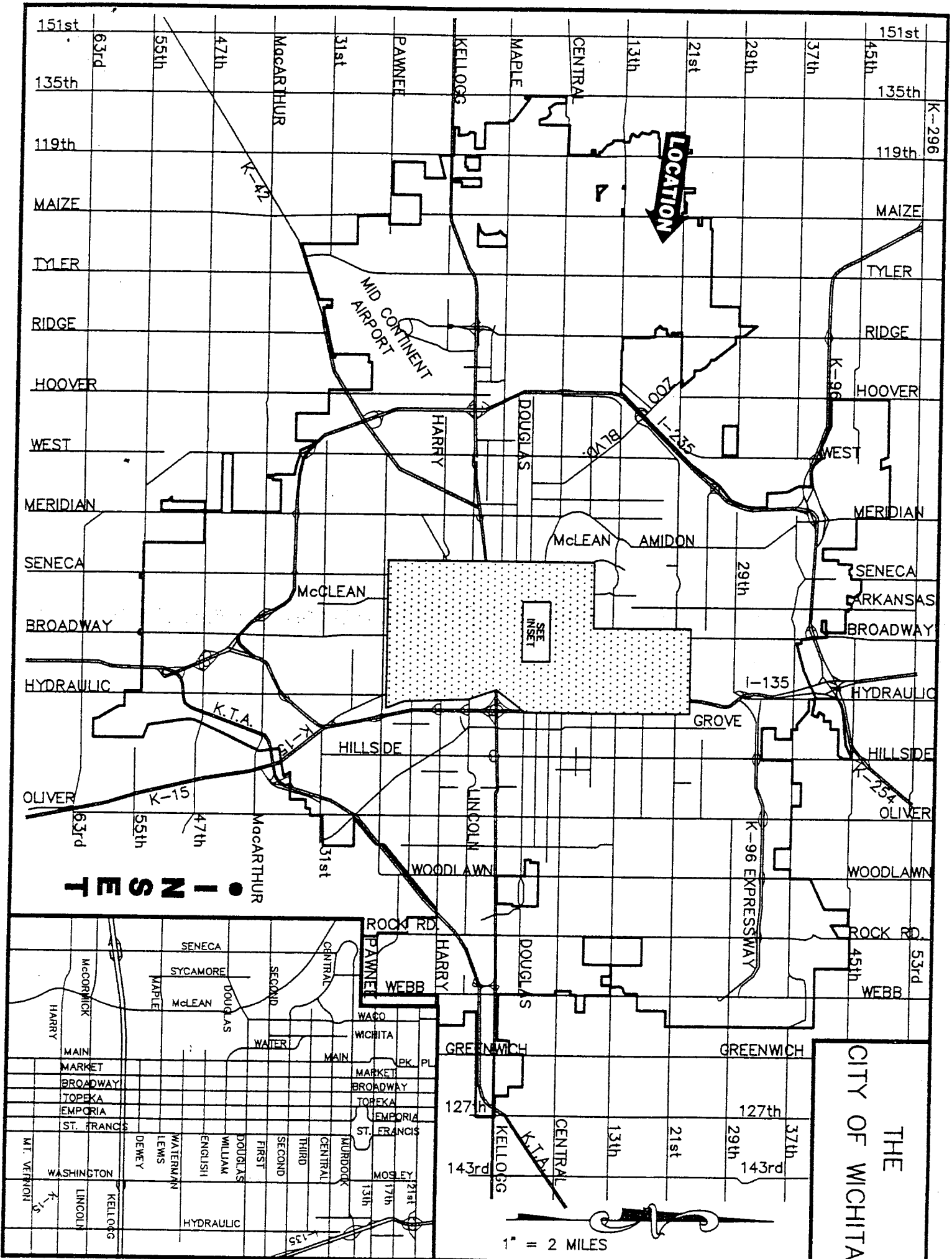
Background: The developer, Richard Wiechman, platted an addition called Graf-Goldston 2nd Addition and has submitted an agreement to respread special assessments in the addition.

Analysis: The land was originally included in numerous improvement districts for a number of public improvement projects. 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. The agreement will save the City time in recalculating special assessments for each newly platted lot and will equalize the assessments for each lot, making it easier for the developer to market the lots.

Financial Considerations: There is no cost to the City.

Legal Considerations: The agreement has been approved as to form by the Law Department.

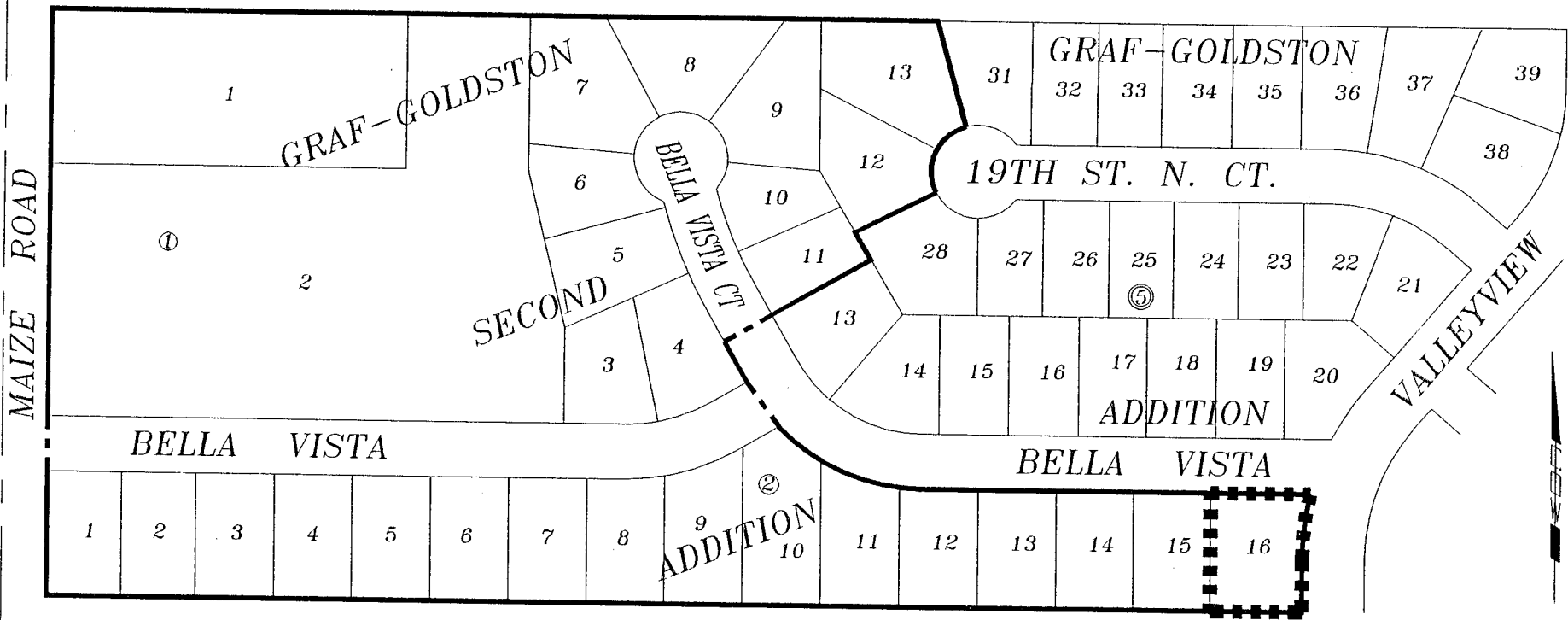
Recommendation/Action: It is recommended that the City Council 1) Approve the Agreement and 2) Authorize the Mayor to execute.



● INSET

1" = 2 MILES

THE
CITY OF WICHITA



AREA OF REASSESSMENT

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

and

RICHARD E. WIECHMAN AND SHIRLEY A. WIECHMAN
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Graf-Goldston Addition, within the City Limits of the City of Wichita, Kansas; and

WHEREAS, Party of the Second Part is the landowner of part of the improvement district; and

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

WHEREAS, the Party of the First Part and Party 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. Lot 16, Block 2, Graf-Goldston 2nd Addition is part of the improvement districts for the following City projects: Project no. 472-82282, paving of Valleyview from the intersection of 19th Street to the south line of Lot 59, Block 1 and the south line of Lot 18, Block 7, Graf-Goldston Addition; and Project no. 448-88648, Water Distribution System for Graf-Goldston Addition.

2. The Parties agree to make a reassessment for that part of said projects in the following manner:

Lot 16, Block 2, Graf-Goldston 2nd Addition shall pay 1/32 of the total cost payable by the improvement districts for both projects.

3. The Party of the Second Part is the owner of part of the property described in section one above and said Party 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 Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees

that no suit to set aside said assessment shall be brought by him nor shall he 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.

The Party of the Second Part further agrees that he will indemnify the Party of the First part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 1996.

The City of Wichita, Kansas

by:

Bob Knight, Mayor

Attest:

Approved as to form:

Gary E. Reberndorf
Director of Law

City Clerk

Richard E. Wiechman
Richard E. Wiechman

Shirley A. Wiechman
Shirley A. Wiechman

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Acknowledged before me this 13th day of June, 1996, by Richard E. Wiechman and Shirley A. Wiechman.

Shelly Malone
Notary Public

My appointment expires 9-18-99

