

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 5

April 29, 1993

STAFF REPORT
(Final Plat)

CASE NUMBER: S/D 93-22 - STERLING FARMS 3RD ADDITION

OWNER/APPLICANT: Kessler Enterprises, A Trust, c/o William J. Walsh, Jr., 1440 Gatewood, Wichita, KS 67206

AGENT: Ritchie Development Corp., c/o Jack Ritchie, 8100 E. 22nd Street North, Building 1000, Wichita, KS 67226

SURVEYOR/ENGINEER: P.E.C., 303 South Topeka, Wichita, KS 67202

LOCATION: East of Tyler Road, north of 21st Street North

SITE SIZE: 15.1 Acres

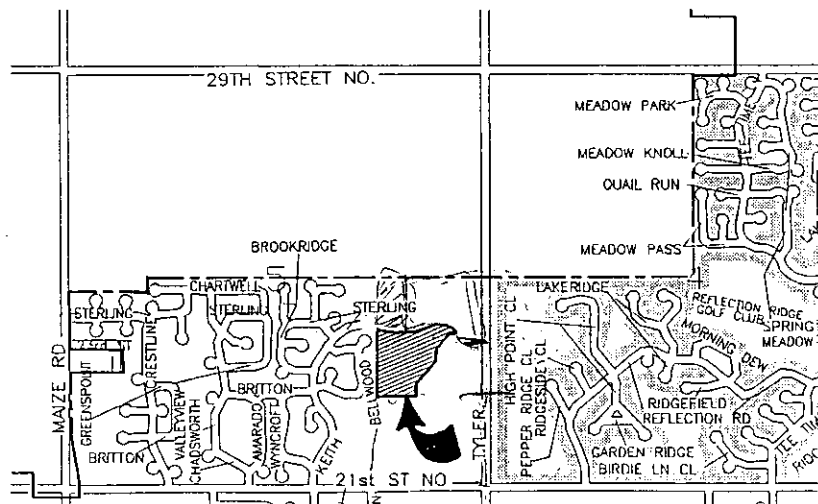
NUMBER OF LOTS

Residential:	27
Office:	
Commercial:	
Industrial:	
Total:	27

MINIMUM LOT AREA: 10,000 sq. ft.

CURRENT ZONING: "AA" One-Family Dwelling (DP-178 Amendment #1)

VICINITY MAP:



NOTE: This plat represents the third final portion of an overall preliminary plat for the Sterling Farms Addition approved in 1988. The Sterling Farms Addition(s) is also covered by a Community Unit Plan DP-178. The portion now being platted corresponds to Parcel 5 of DP-178, with Parcel 5 allowing up to 48 one-family or 53 patio/zero lot line type lots (dwelling units). This plat is proposing 27 one-family lots.

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.
- F. As part of the overall sidewalk plan submitted by the applicant for the Sterling Farm Addition, sidewalk is to be installed along the west line of Reserve "A". City Engineering needs to indicate if the guarantee for this sidewalk can be included with this site's paving petition.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. The applicant is reminded, and was indicated during review of the Sterling Farms Second Addition, that under general provision 18 of CUP, DP-178 at the time of platting, provisions are to be made for guaranteeing improvements to Tyler Road. City Engineering needs to indicate how this development is to share in such improvements.
- I. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- J. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain

the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

- 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. Prior to this plat being released for recording, the applicant shall provide proof that all applicable property taxes (1992) have been paid.
- M. 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.
- 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. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- R. Recording of the plat within 30 days after approval by the City Council.
- S. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan. Engineering also needs to indicate if the proposed minimum building pad elevation is correct.

Agenda Item No. _____

City Of Wichita
City Council Meeting
November 30, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Sterling Farms
3rd Addition (North of 21st, West of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, Kessler Enterprises, has platted a new addition called Sterling Farms 3rd Addition and has submitted an Agreement to respread special assessments in the Addition.

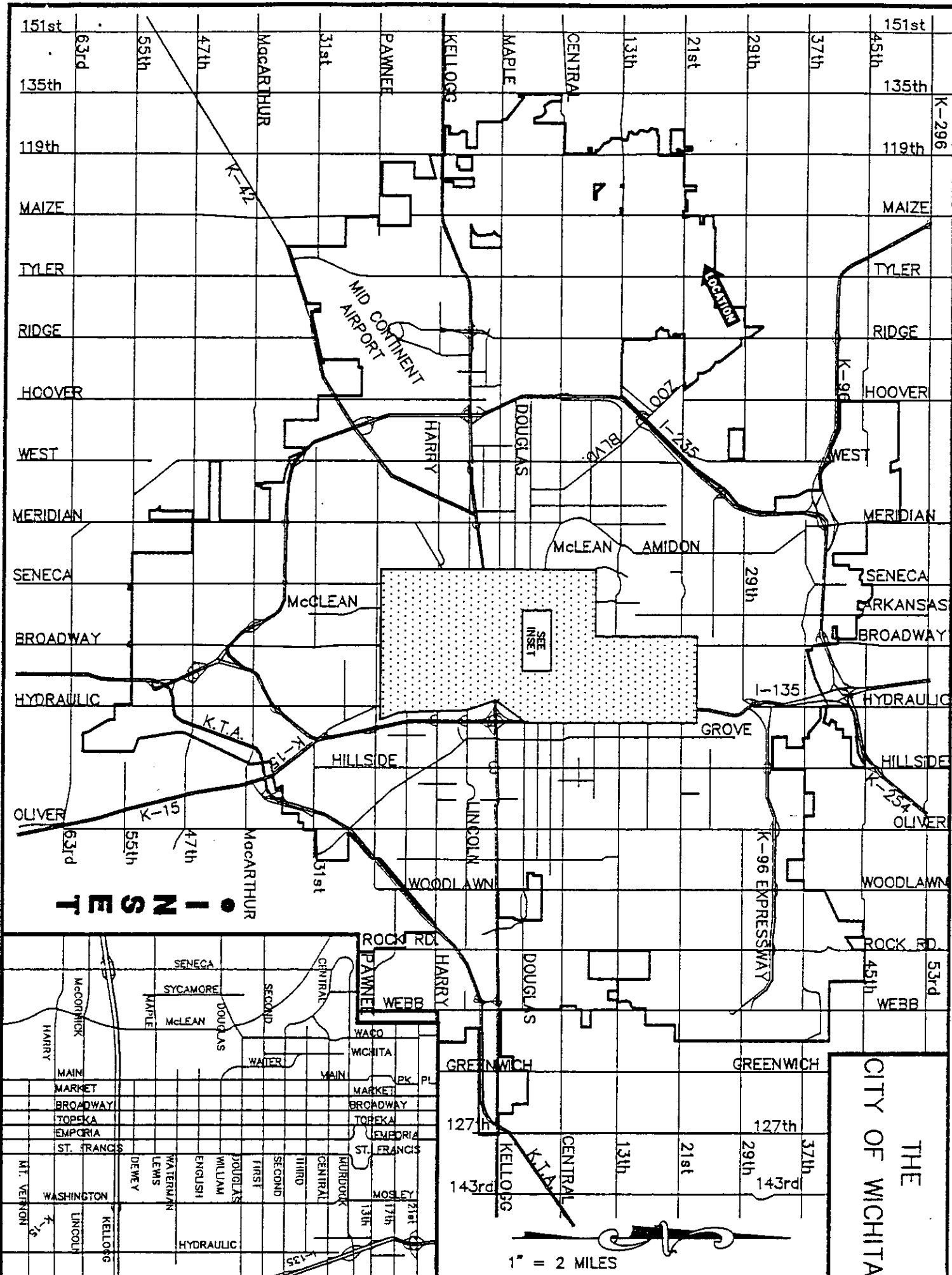
Analysis: The purpose of the Agreement is to respread Special Assessments on an equal share basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

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



● INSET

1" = 2 MILES

THE CITY OF WICHITA

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

KESSLER ENTERPRISES, A TRUST
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Sterling Farms, within the City Limits of the City of Wichita; and

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

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

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; 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. Lots 1 thru 27, Block 1, Sterling Farms 3rd Addition

was part of the improvement district for the following City project(s):

Storm Water Drain No. 100 (Project No. 468-82322)

Said property was replatted as Lot 1 thru 27, Block 1, Sterling Farms 3rd Addition

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

Lots 1 thru 27, Block 1, Sterling Farms 3rd Addition proportionate share of Storm Water Drain No. 100 shall be reassessed as follows:

Lots 1 thru 10, 14 thru 16, and 21 thru 27, Block 1, shall each pay $346/27810$ of the total cost.

Lots 11 thru 13, Block 1, shall each pay $3095/27810$ of the total cost.

Lots 17 thru 20, Block 1, shall each pay $2905/27810$ of the total cost.

3. The Party of the Second Part is the owner 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 constructing this project and levying the special assessments therefore.

5. 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 judgments 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.

6. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

