

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION**

AGENDA ITEM NO. 7

March 12, 1991

**STAFF REPORT
(Preliminary Plat)**

CASE NUMBER: S/D 91-15 - SUNRIDGE 2ND ADDITION

OWNER/APPLICANT: Gray Development Inc., 204 N. Woodchuck,
Wichita, KS

SURVEYOR/ENGINEER: Moehring & Associates, 433 South Hydraulic,
Wichita, KS 67211

LOCATION: 1/2 mile south of 21st St. North on the east
side of 119th St. West.

SITE SIZE: 61.83 Acres

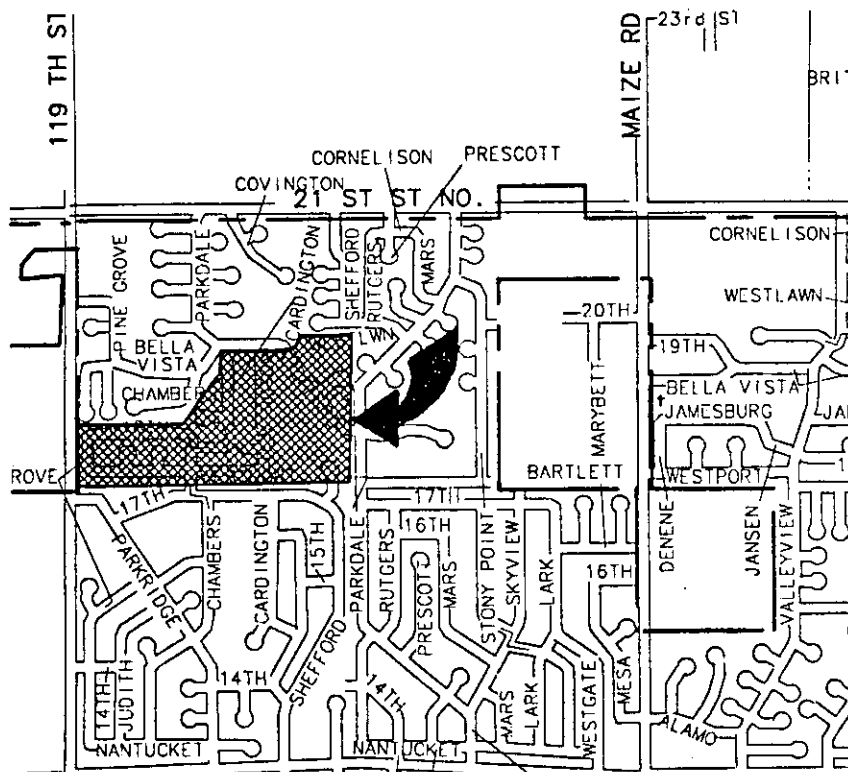
NUMBER OF LOTS

Residential:	216
Office:	
Commercial:	
Industrial:	
Total:	216

MINIMUM LOT AREA: 6,094 sq. ft.

CURRENT ZONING: "AA" and "A" (DP-118)

VICINITY MAP:



NOTE: This plat is a replat of Country Village addition, and a portion of the Echo Hills 2nd Addition. It is associated with a C.U.P. (DP-118) which was approved by the MAPC 2/11/82. The majority of this site is zoned "A" Two Family, with a few lots zoned "AA" One Family. Further, under the C.U.P., lots may be developed for either one and two or four family dwelling units or if two lots are combined an eight unit structure can be built.

Parcel boundaries for the CUP do not correspond with this plat. In part or whole, approximately 58 lots are outside of the C.U.P.'s boundary. Neither do the zoning boundaries correspond. Rather, several of the lots are split between "AA" and "A" zoning but also are split in terms of the possible uses allowed for by the C.U.P. (1-2-4, etc. family). Specifically, Lot 14, Block K, Lot 14, Block J, Lot 24, Block A, Lots 5 and 9, Block F and Reserve B do not correspond. If the applicant is intending to develop Single-Family units, he would be advised to do away with the existing C.U.P. and rezone the entire plat to single family. If, however, he intends to develop duplex housing, the C.U.P. will need to be adjusted so that parcel boundaries correspond and/or lot lines redrawn to correspond with the C.U.P. and the zoning.

STAFF COMMENTS:

- A. The applicant shall abandon any existing petitions on file for this property. The applicant shall also pay off any charges resulting from the abandonment of projects associated with this replat.
- B. Approval of this plat is subject to any conditions of the associated C.U.P. (DP-118).
- C. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- D. The applicant shall guarantee the extension of City water to serve the lots being platted.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
- F. The applicant shall guarantee construction of the storm sewers required by this plat.
- G. The applicant shall guarantee the paving of the proposed interior streets.
- H. As required by the City Sidewalk Ordinance and Section 8-103 (B)(1)(b) of the Subdivision Regulations, the applicant shall guarantee the construction of sidewalks on both sides of Shefford which is being platted as a 66 foot collector. Since 18th Street

and Covington are one long, continuous street, sidewalk improvements shall be guaranteed on one side, continuing to the west line of the plat along Pine Grove to Jamesburg or Westport.

- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. The final plat shall state in the plattor's text the purposes of the proposed reserves as well as who is to own and maintain the reserves. If Reserve B is intended to have any structures, building setbacks shall be platted. If in reserve A, utilities are to be confined to easements, the plattor's text shall indicate such.
- K. 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.
- L. 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.
- M. The splitting of lots both by zoning district (AA & A) and C.U.P. parcel boundaries (which allows 1-2-4 or even 8 family unit structures) is a confusing situation for the issuance of building permits and potentially for other parties attempting to determine the allowed or legal use of such a lot. The applicant has indicated that all lots are being planned for single family purposes. The only apparent advantage of the C.U.P. in this case is the allowance for a reduced setback (20-foot vs. 25-foot).

In order to eliminate the problems of the zoning and the C.U.P. boundary being split across certain of the lots, a number of options should be considered and may include the following:

1. Redesign the plat so that lot lines correspond to the zoning and C.U.P. parcel boundaries.
2. Withdraw the C.U.P. and rezone the area presently zoned "A" to "AA."
3. Adjust the C.U.P.'s boundary to correspond to the lot lines being platted and request a zone change to "AA" zoning for those lots with split zoning.

4. Prior to submitting the final plat meet with Planning Department staff to determine if another option is appropriate.
- N. 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.
- O. Requirements for a final plat (see pages 24-29, Part 4, Article 5 of the MAPC Subdivision Regulations).
- P. 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.
- Q. 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.
- R. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- S. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY HALL — SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501

April 11, 1991

Sandy Bahr
Fidelity Savings Association
PO Box 1007
Wichita, KS 67201

Subject: Lots 14-35, Block A
Lots 21-46, Block B
Sunridge Addition

Dear Sandy,

This letter is to verify that paving, sanitary sewer, and water improvements have been completed to serve the above referenced lots. The City of Wichita has assumed maintenance of the facilities.

Sincerely,

Mike Lindebak

Michael E. Lindebak, P.E.
City Engineer

ML/BM:cls

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 2

June 27, 1991

STAFF REPORT

(Final Plat, Preliminary Plat Approved 3/21/91)

CASE NUMBER: S/D 91-15 - SUNRIDGE 2ND ADDITION

OWNER/APPLICANT: Gray Development Inc., 204 N. Woodchuck, Wichita, KS

SURVEYOR/ENGINEER: Moehring & Associates, 433 South Hydraulic, Wichita, KS 67211

LOCATION: 1/2 mile south of 21st St. North on the east side of 119th St. West.

SITE SIZE: 61.83 Acres

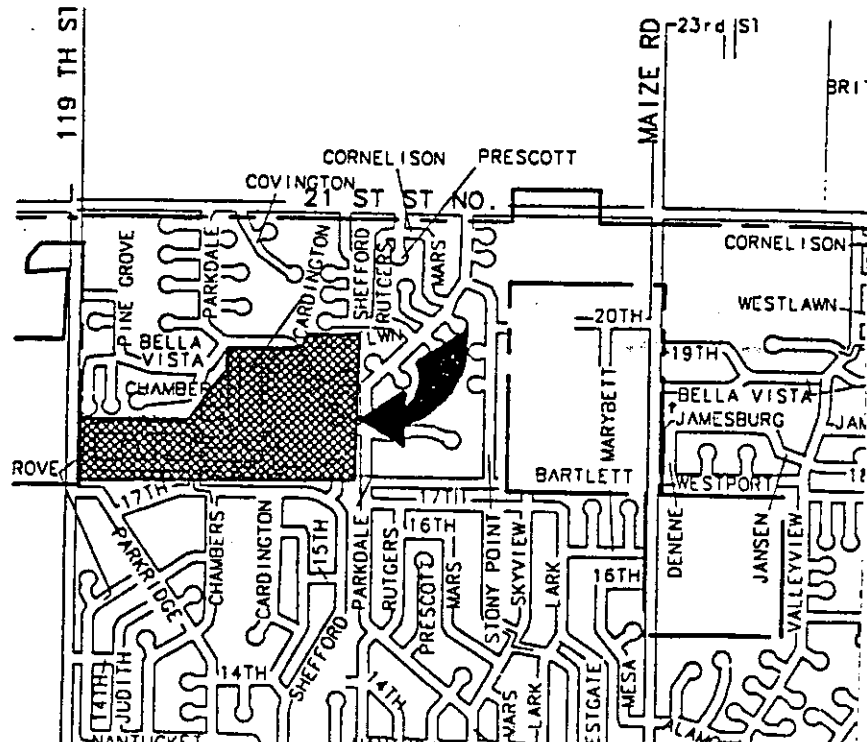
NUMBER OF LOTS

Residential:	216
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Commercial:	
Industrial:	
Total:	216

MINIMUM LOT AREA: 6,094 sq. ft.

CURRENT ZONING: "AA" and "A" (DP-118)

VICINITY MAP:



NOTE: As was indicated during the review of the preliminary plat, a number of conditions involving zoning and a Community Unit Plan (DP-118) needed to be resolved for this site. Zoning and C.U.P. parcel boundaries for instance were splitting a number of the proposed lots. Further, the C.U.P. appeared to not allow single-family development, while the plat is intended for such use.

The applicant has subsequently met with Planning Department staff and is in the process of adjusting DP-118 to accommodate the use being depicted by the Sunridge 2nd Addition's plat.

STAFF COMMENTS:

- A. The applicant shall abandon any existing petitions on file for this property. The applicant shall also pay off any charges resulting from the abandonment of projects associated with this replat. Also, square footage figures for the platted lots or an agreement shall be submitted to City Engineering to redistribute special assessments associated with a storm sewer improvement.
- B. Approval of this plat is subject to any conditions of the associated C.U.P. (DP-118) and any subsequent adjustment to this C.U.P. The applicant is advised that to allow for single family, detached housing in the area of the C.U.P., the C.U.P. will need to be adjusted to allow such a use. Any other adjustments to the C.U.P. need to also be obtained prior to this plat going to the City Council for approval.
- C. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- D. The applicant shall guarantee the extension of City water to serve the lots being platted.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
- F. The applicant shall guarantee construction of the storm sewers required by this plat.
- G. The applicant shall guarantee the paving of the proposed interior streets.
- H. As required by the City Sidewalk Ordinance and Section 8-103 (B)(1)(b) of the Subdivision Regulations, the applicant shall guarantee the construction of sidewalks on both sides of Shefford which is being platted as a 66 foot collector. Also, since 18th Street and Covington are one long, continuous street, sidewalk improvements shall be guaranteed on one side, continuing to the west line of the plat along Pine Grove to Jamesburg or Westport.

- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. 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.
- K. 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.
- L. The splitting of lots both by zoning district (AA & A) and C.U.P. parcel boundaries (which allows 1-2-4 or even 8 family unit structures) is a confusing situation for the issuance of building permits and potentially for other parties attempting to determine the allowed or legal use of such a lot. The applicant has indicated that all lots are being planned for single family purposes. The only apparent advantage of the C.U.P. in this case is the allowance for a reduced setback (20-foot vs. 25-foot).

In order to eliminate the problems of the zoning and the C.U.P. boundary being split across certain of the lots the applicant has chosen to adjust the C.U.P. This adjustment must be obtained prior to the plat being scheduled for City Council review.
- M. During review of the preliminary plat, 10 foot easements were requested between Lots 1 and 2, Block M and Lots 9 and 10, Block L. Unless the utilities no longer require these easements, the easements shall be shown on the final plat tracing.
- N. On the final plat tracing, dashed lines shall be used at the perimeter of the plat for streets. Solid lines are intended to indicate private streets.
- O. In addition to the note indicating the dimensions of the building setbacks, these setbacks shall also be labeled across the lots, on the face of the plat.
- P. The applicant is reminded that the title binder is to be submitted at the time the final plat is submitted.

- Q. 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.
- R. 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.
- S. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- T. Recording of the plat within 30 days after approval by the City Council.
- U. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY HALL — SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501

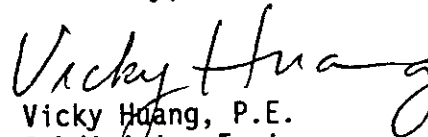
July 31, 1991

Moehring & Assoc.
Attn: Don Moehring
433 S. Hydraulic
Wichita, KS 67211

Dear Don,

Attached is a list of outstanding project costs, with a brief explanation on the charges, that need to be abandoned with the replat of Sunridge 2nd Addition . Should you have any questions, please let me know.

Sincerely,


Vicky Huang, P.E.
Subdivision Engineer

VH:cls

Attachment

<u>Projects</u>	<u>Project #</u>	<u>Charge to date</u>	<u>Remarks</u>
LAT 6, Main 12, SWI	81027	\$ 697.17	Publication, Payroll & Employee Benefit
LAT 7, Main 12, SWI	81028	256.17	"
LAT 8, Main 12, SWI	81029	14.07	Publication
LAT 9, Main 12, SWI	81030	13.13	Publication
Water	80908	3,013.30	Publication, Payroll & Employee Benefit
Water	80912	168.06	"
Water	80913	248.05	"
Water	80914	180.68	"
Water	80915	393.60	"
SWS 210	81035	1,185.02	"
SWS 211	81036	74.35	"
Paving Parkridge etc.	81007	163.26	"
Paving Shefford Cr.	81008	15.25	Publication
Paving Shefford etc.	81011	26.83	Publication
Paving in Country Village	81710	2,054.24	Publication, Payroll & Employee Benefit
	(81006)		(\$1,900.87 was trans- ferred from project 81006 when part is platted to Woodbridge 5th Addition)
	Total	<u>\$8,503.88</u>	

*Deanna
has the orig.
in her Basket.*

2 September 1992

Mr. Michael Lindebak, P.E.
City Engineer
7th Floor - City Hall
455 N. Main
Wichita, Kansas 67202

RE: Private Project # 358 PPS (607861)
Ditch Grading
Sunridge 2nd Addition

Dear Mr. Lindebak:

The first phase paving project in Sunridge 2nd Addition, provides for the construction of a curb inlet on the West side of Cardington, together with approximately 150 L.F. of 18" storm sewer extending Southeasterly in Denise Marie street Right-of-Way.

To provide a positive drainage out let from the end of the storm sewer to the existing detention-retention pond, it is necessary to construct a temporary ditch for that purpose.

The alignment of this temporary ditch follows the alignment of the first phase storm water sewer, which will be constructed just before the second phase paving project. Based upon past and present rates of housing starts, it would be reasonable to estimate that the first phase storm sewers and second phase of paving should be under construction within 1 1/2 to 2 years.

Gray Development, Inc., intends to construct this temporary ditch as a private project. At the time of plan review for the private project, concern was expressed as to future maintenance of the ditch, particularly with 1:1 side slopes.

Admittedly, these relatively steep side slopes do not provide for the ease of maintenance, as would be required for a permanent channel improvement, however, the ditch section as proposed is more efficient hydraulically; requires 67% to 122% less earthwork to construct; can be constructed within the street R/W and, reduces the extent of excavation under the future pavement by 10 to 15 feet.

As the owner and developer of Sunridge 2nd Addition, we do have a vested interest in the proper operation of improvements constructed for the benefit of this development and consequently we do hereby make a commitment to perform the required maintenance necessary for the ditch to function as intended.

As the contractor for the private project, we will furnish the required Statutory, Performance and Maintenance Bonds, which provides for a maintenance period of two years.

Should the maintenance of this ditch be necessary beyond the two year period, we will at the request of the City Engineer, provide an additional Maintenance Bond as necessary to guarantee the functional operation of this improvement.

Respectfully Submitted,


Gray Development, Inc.

Billy J. Gray, President

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: January 14, 1993

TO: Doug Moshier, Senior Attorney

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

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

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

Attachment

BM:cls

Agenda Item No. _____

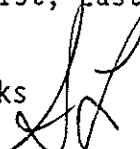
CITY OF WICHITA
CITY COUNCIL MEETING

February 2, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Sunridge
2nd Addition (South of 21st, East of 119th Street West)
District V

INITIATED BY: Department of Public Works 

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, Billy Gray, has submitted an agreement to respread special assessments in Sunridge 2nd 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 the City Council approve the Agreement and authorize the Mayor to execute.

BM:bjm

AGREEMENT
BY AND BETWEEN

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

And

Gray Development Inc.

(Party of the Second Part)

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Sunridge 2nd Addition, 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, a 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. Part of Country Village Addition was part of the improvement district for the following City project(s):

Lat. 34, Main 12, SWI (Project No. 468-82177, Index Code 741017)

Said Property was replatted as Sunridge 2nd Addition

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

That Lots 1 through 16, Block E, and Lots 1 through 15, Block K, Sunridge 2nd Addition shall each pay 1/31 of the total cost that is payable by Lots 3 through 12, Block 2, Lots 1 through 8, Block 7 and Lot 15, Block 7, Country Village Addition.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
of _____, 19__.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Gary E. Reardon
Director of Law

Attest:

City Clerk

Billy J. Gray pres
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13 day of January, 1993,
before me, the undersigned, a Notary Public in and for the County and State
aforesaid, came Billy J. Gray personally
known to me to be the same person who executed the within instrument of writing
and such person 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.

Lori D. Carroll
Notary Public

My Appointment Expires: 8/19/95

LORI D. CARROLL
NOTARY PUBLIC
STATE OF KANSAS,
My Appt. Exp. 8/19/95

SUNRIDGE 2ND ADDITION

OWNER/APPLICANT: Gray Development Inc., 204 N. Woodchuck, Wichita, KS

SURVEYOR/ENGINEER: Moehring & Associates, 433 South Hydraulic, Wichita, KS 67211

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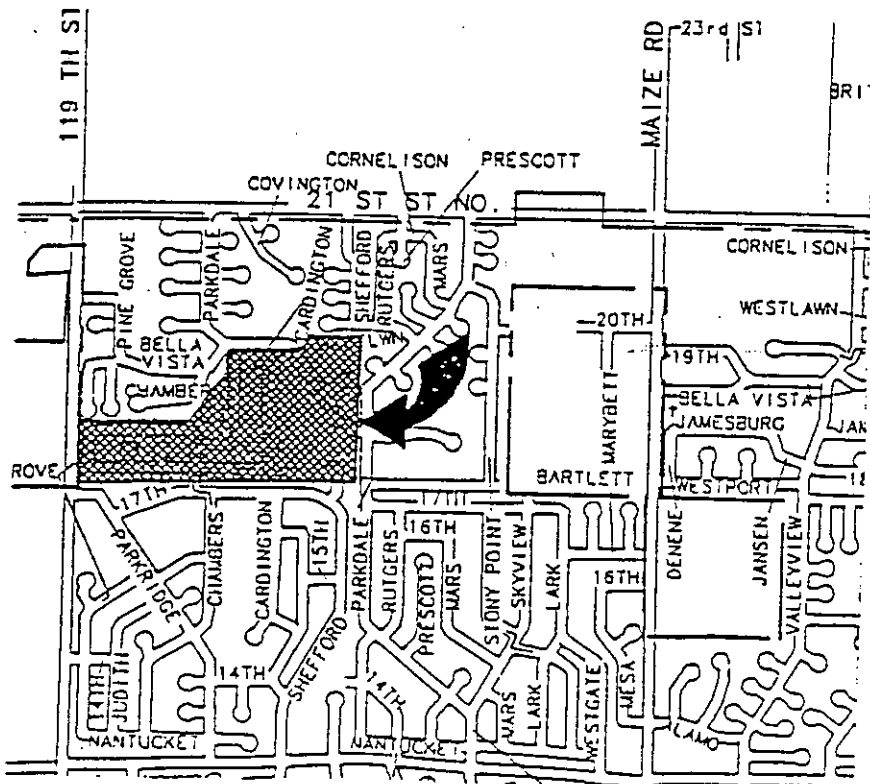
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VICINITY MAP:



AGREEMENT

BY AND BETWEEN

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

and

GRAY DEVELOPMENT INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area East of 119th St. W. and South of 21st St. N.; and

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

WHEREAS, a portion of the improvement district for said improvements has been 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 through 5, inclusive, Block 2, Woodbridge 5th Addition.
Lots 8 through 16, inclusive, Block 14 and also Lots 21 through 25, inclusive, Block 12 in Echo Hills 2nd Addition was part of the improvement district for the following City project:

City Project No.: 468-76-245-81742-000-000-001

Storm Water Drain No. 345

Said property was replatted as part of Sunridge 2nd Addition, Wichita, Sedgwick County, Kansas.

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

Lots 22 through 25, inclusive, Block A, Lots 1 through 4, inclusive and
Lots 10 through 13, inclusive, Block F and Lots 1 through 7, inclusive,
Block J, Sunridge 2nd Addition, Wichita, Sedgwick County, Kansas, shall *each*
pay 1/99 of the cost associated with said project.

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 therefor.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ of _____, 19____.

File in plot file

3 February 1994

Storm Water Permitting Program
Bureau of Water
Kansas Department of Health and Environment
Forbes Field, Building 740
Topeka, Kansas 66620-0001

Reference:
Storm Water Discharge Permit for Construction Activities

To whom it may concern:

Enclosed is the EPA General Form #1 and maps showing the location of the residential subdivision for which the following information is submitted.

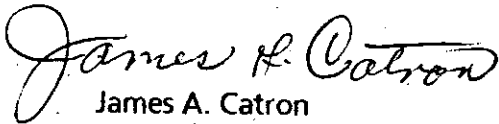
1. Subject property is identified as Sunridge 2nd Addition to Wichita, Sedgwick County, Kansas, and is located within the S. 1/2 of the N.W. 1/4 of Section 7, Twp. 27 S., Rg. 1 W. of the 6th P.M., lying South of 21st Street N. and East of 119th Street West. The enclosed topographic map is a copy of a portion of U.S.G.S., 7.5 minute, "Wichita West" quadrangle.
2. The activity on this site will be the construction of single family residences together with the installation of associated utilities and street paving.
3. The total area of the subdivision is approximately 54.7 acres. The estimated area that is expected to undergo excavation is 25 acres, which includes basements, drives, walks, street paving and underground utilities.
4. No known pollutants will be discharged with the storm water runoff other than sediment. This will be controlled during construction by bale type silt fences, and by the direction of surface water drainage to an existing detention/retention pond which is a part of the municipal drainage system.
5. After construction, all areas not occupied by buildings or paved surfaces will be planted, and developed as lawns. The system of storm water sewers planned for this subdivision will discharge into the existing detention/retention pond, and stone rip-rap will be placed at all points of discharge, which will serve to reduce outlet velocities and subsequent erosion.
6. Our engineers estimate of the post-developed Rational Formula "C" factor is 0.47, and the post-developed impervious area to be 38 percent.
7. All fill material will be generated from on site excavations.

8. Storm water runoff from this development site will be conveyed through a municipal storm water sewer system, ultimately discharging into Cowskin Creek at a point approximately one mile downstream from the site.

Should additional information be needed, please advise.

Sincerely,

LARIAT CONSTRUCTION CO., L.P.

A handwritten signature in cursive script that reads "James A. Catron". The signature is written in dark ink and is positioned above the printed name and title.

James A. Catron
General Partner

Permits Division



Application Form 1 - General information

Consolidated Permits Program

This form must be completed by all persons applying for a permit under EPA's Consolidated Permits Program. See the general instructions to Form 1 to determine which other application forms you will need.

Please print or type in the unshaded areas only
(fill-in areas are spaced for elite type, i.e., 12 characters finish).

Form Approved OMB No 158-R0175

FORM 1	EPA	U.S. ENVIRONMENTAL PROTECTION AGENCY GENERAL INFORMATION <i>"Consolidated Permit Program"</i> (Read the "General Instructions" before starting.)	I. EPA I.D. NUMBER F NOT REQUIRED
PLEASE PLACE LABEL IN THIS SPACE			GENERAL INSTRUCTIONS If a preprinted label has been provided, affix it in the designated space. Review the information carefully; if any of it is incorrect, cross through it and enter the correct data in the appropriate fill-in area below. Also, if any of the preprinted data is absent (the area to the left of the label space lists the information that should appear), please provide it in the proper fill-in area(s) below. If the label is complete and correct, you need not complete items I, III, V, and VI (except VI-B which must be completed regardless). Complete all items if no label has been provided. Refer to the instructions for detailed item descriptions and for the legal authorizations under which this data is collected.

II. POLLUTANT CHARACTERISTICS

INSTRUCTIONS: Complete A through J to determine whether you need to submit any permit application forms to the EPA. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the box in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements; see Section C of the instructions. See also, Section D of the instructions for definitions of bold-faced terms.

SPECIFIC QUESTIONS	MARK "X"			SPECIFIC QUESTIONS	MARK "X"		
	YES	NO	FORM ATTACHED		YES	NO	FORM ATTACHED
A. Is this facility a publicly owned treatment works which results in a discharge to waters of the U.S.? (FORM 2A)		X		B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters of the U.S.? (FORM 2B)	X		
C. Is this a facility which currently results in discharges to waters of the U.S. other than those described in A or B above? (FORM 2C)		X		D. Is this a proposed facility (other than those described in A or B above) which will result in a discharge to waters of the U.S.? (FORM 2D)	X		
E. Does or will this facility treat, store, or dispose of hazardous waste? (FORM 3)		X		F. Do you or will you inject at this facility industrial or municipal effluent below the lowermost stratum containing, within one quarter mile of the well bore, underground sources of drinking water? (FORM 4)	X		
G. Do you or will you inject at this facility any produced water or other fluids which are brought to the surface in connection with conventional oil or natural gas production, inject fluids used for enhanced recovery of oil or natural gas, or inject fluids for storage of liquid hydrocarbons? (FORM 4)		X		H. Do you or will you inject at this facility fluids for special processes such as mining of sulfur by the Frasch process, solution mining of minerals, in situ combustion of fossil fuel, or recovery of geothermal energy? (FORM 4)	X		
I. Is this facility a proposed stationary source which is one of the 28 industrial categories listed in the instructions and which will potentially emit 100 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)		X		J. Is this facility a proposed stationary source which is NOT one of the 28 industrial categories listed in the instructions and which will potentially emit 250 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)	X		

III. NAME OF FACILITY
 SKIP SUNRIDGE 2ND ADDITION

IV. FACILITY CONTACT

A. NAME & TITLE (last, first, & title)	B. PHONE (area code & no.)
JAMES A. CATRON, GENERAL PARTNER	316 755 2413

V. FACILITY MAILING ADDRESS

A. STREET OR P.O. BOX	
6545 BELLA ROAD	
B. CITY OR TOWN	C. STATE D. ZIP CODE
WICHITA	KS 67204

VI. FACILITY LOCATION

A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER	
SEE ATTACHED LOCATION MAP	
B. COUNTY NAME	
SEDGWICK	
C. CITY OR TOWN	D. STATE E. ZIP CODE F. COUNTY CODE (if known)
WICHITA	KS 67204

CONTINUED FROM THE FRONT

VII. SIC CODES (4-digit, in order of priority)

A. FIRST 7 (specify)				B. SECOND 7 (specify)			
C. THIRD 7 (specify)				D. FOURTH 7 (specify)			

VIII. OPERATOR INFORMATION

A. NAME: 6

B. Is the name listed in Item VIII-A also the owner?
 YES NO

C. STATUS OF OPERATOR (Enter the appropriate letter into the answer box. If "Other", specify.)

F = FEDERAL M = PUBLIC (other than federal or state)
 S = STATE O = OTHER (specify)

P = PRIVATE

D. PHONE (area code & no.)

E. STREET OR P.O. BOX

F. CITY OR TOWN

G. STATE

H. ZIP CODE

IX. INDIAN LAND
 Is the facility located on Indian lands?
 YES NO

X. EXISTING ENVIRONMENTAL PERMITS

A. NPDES (Discharges to Surface Water)				D. PSD (Air Emissions from Proposed Sources)			
9 N				9 P			
B. UIC (Underground Injection of Fluids)				E. OTHER (specify)			
9 U				(specify)			
C. RCRA (Hazardous Wastes)				E. OTHER (specify)			
9 R				(specify)			

XI. MAP

Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

XII. NATURE OF BUSINESS (provide a brief description)

Construction of homes in a residential subdivision.

XIII. CERTIFICATION (see instructions)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. NAME & OFFICIAL TITLE (type or print) James A. Catron, General Partner Lariat Construction Co., L.P.	B. SIGNATURE <i>James A. Catron</i>	C. DATE SIGNED 2-11-94
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COMMENTS FOR OFFICIAL USE ONLY

C

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: August 18, 1993

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer *MLOR*

SUBJECT: Agreements to Respread
Special Assessments:
Sunridge 2nd Addition

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

BM:cls

AGREEMENT
BY AND BETWEEN

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

And

(Parties of the Second Part)

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Sunridge 2nd Addition, 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, a 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. Parts of Country Village Addition and Woodbridge 5th Addition, part of the improvement district for the following City project(s):

Lateral 24, Main 12, SWI

Said Property was replatted as Sunridge 2nd Addition.

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

That Lots 1-25, Block A, Sunridge 2nd Addition shall each pay 1/25 of the total cost that is payable by Lots 1-5, and Lots 65 and 66, Block 2, Woodbridge 5th Addition and Lots 2-10 and Lots 18 and 19, Block 4, Country Village Addition.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
of _____, 19__.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

Billy Gray pres
Randall E. Katzner pres.
James A. Catron

Parties of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 19th day of MAY, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RANDALL E. KATZNER, JAMES A. CATRON, + BILLY J. GRAY personally known to me to be the same person who executed the within instrument of writing and such person 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.

Denise M. Gray
Notary Public

My Appointment Expires: 11-10-95

DENISE M. GRAY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11-10-95

AGREEMENT
BY AND BETWEEN

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

And

(Parties of the Second Part)

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Sunridge 2nd Addition, 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, a 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. Parts of Country Village Addition, Echo Hills 2nd Addition, and Woodbridge 5th Addition, were part of the improvement district for the

following City project(s):

Main 12, SWI
Storm Water Drain No. 48
Water Supply Line M83-805
Water Supply Line M39-403

Said Property was replatted as Sunridge 2nd Addition.

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

All lots in Sunridge 2nd Addition shall each pay 1/216 of the total cost that is payable by:

Woodbridge 5th Addition -
D-41605 thru D-41609
D-41669 thru D-41672

Lots 1 thru 5, Block 2 -
Lots 65 thru 67, Block 2 &
Lot 1, Block 3

Echo Hills 2nd Addition -
D-37478 thru D-37492
D-37746 thru D-37764
D-37795 thru D-37806

Lots 60 thru 74, Block 2
Lots 19 thru 37, Block 12
Lots 8 thru 19, Block 14

Country Village Addition -
D-38946 thru D-39047

Lot 4, Block 1
Lots 1 thru 12, Block 2
Lots 1 thru 25, Block 3
Lots 1 thru 20, Block 4
Lots 1 thru 9, Block 5
Lots 1 thru 14, Block 6
Lots 1 thru 21, Block 7

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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the 19th of MAY, 1993.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

Randall E. Ketzner pres
James H. Catron
Billy J. Gray pres

Parties of the Second Part

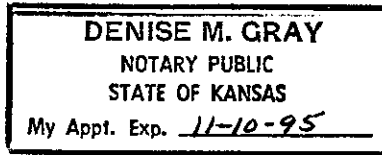
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 19th day of MAY, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RANDALL E. KETZNER, JAMES A. CATRON + BILLY J. GRAY personally known to me to be the same person who executed the within instrument of writing and such person 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.


Notary Public

My Appointment Expires: 11-10-95



Agenda Item No. _____

City Of Wichita
City Council Meeting
September 14, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreements to Respread Special Assessments in Sunridge 2nd
Addition (North of 17th, East of 119th Street West)
(District V)

INITIATED BY: Department of Public Works



AGENDA ACTION: Consent

Recommendation: Approve the Agreements.

Background: The developer, Gray Development, Inc., has replatted a portion of Woodbridge Addition into a new addition called Sunridge 2nd Addition and has submitted Agreements to respread special assessments in Sunridge 2nd Addition.

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

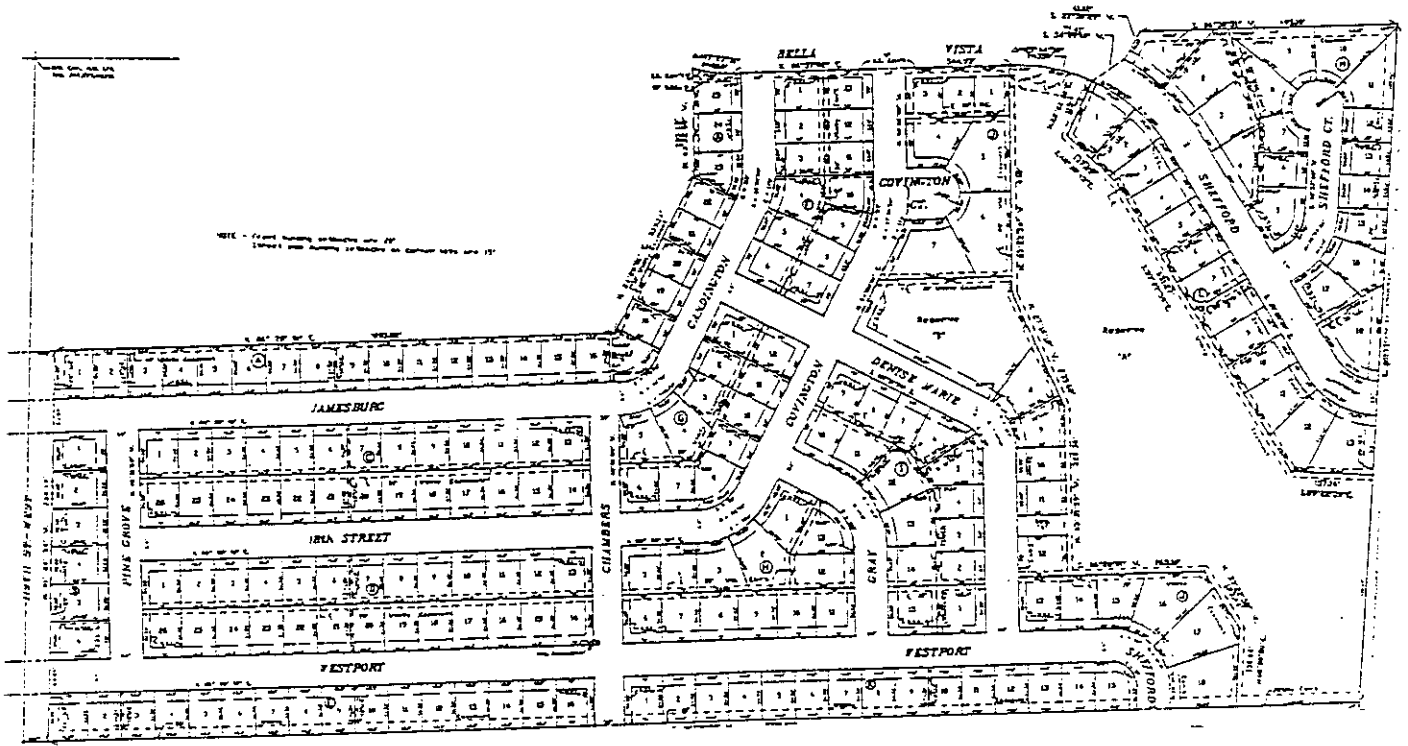
Financial Considerations: There is no cost to the City.

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

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

BM:bjm

SUNRIDGE 2ND ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS



AGREEMENT
BY AND BETWEEN

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

And

Gray Development Inc.

(Party of the Second Part)

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Sunridge 2nd Addition, 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, a 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. Part of Country Village Addition was part of the improvement district for the following City project(s):

Lat. 34, Main 12, SWI (Project No. 468-82177, Index Code 741017)

Said Property was replatted as Sunridge 2nd Addition

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

That Lots 1 through 16, Block E, and Lots 1 through 15, Block K, Sunridge 2nd Addition shall each pay 1/31 of the total cost that is payable by Lots 3 through 12, Block 2, Lots 1 through 8, Block 7 and Lot 15, Block 7, Country Village Addition.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
of _____, 19__.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

Billy J. Gray pres

Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13 day of January, 1993,
before me, the undersigned, a Notary Public in and for the County and State
aforesaid, came Billy J. Gray personally
known to me to be the same person who executed the within instrument of writing
and such person 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.

LORI D. CARROLL
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8/19/95

Lori D. Carroll

Notary Public

My Appointment Expires: 8/19/95

15 August 1995

Mr. Michael Lindebak, P.E.
City Engineer
7th Floor - City Hall
455 N. Main
Wichita, Kansas 67202

Re: Sunridge 2nd Addition
Temporary Drainage Ditch
Constructed As Private Project #358 PPS (607861)

Dear Mr. Lindebak:

Lariat Construction Company, L.P. is now the owner and developer of Sunridge 2nd. Addition, with the exception of those lots on which houses have been constructed and sold.

Gray Development, Inc. constructed the above referenced temporary drainage ditch in 1992, to provide a positive drainage outlet between the end of an 18" storm sewer and the existing detention/retention pond in Reserve "A", Sunridge 2nd Addition.

Based upon plans being prepared for the paving of Covington, it will be necessary to provide positive drainage away from the end of pavement, which will be directed to the drainage ditch.


Also, I have been informed that the two property owners adjacent to the upstream end of the drainage ditch, have complained to the City about the lack of maintenance of the ditch.

Lariat Construction Co. will undertake the responsibility of restoring the ditch to its intended function by removing any obstructions and re-grading the ditch.

It may be a week or so before the equipment for this work is available, but in any case, the re-grading will be accomplished prior to commencement of paving operations.

Sincerely,

LARIAT CONSTRUCTION COMPANY, L.P.


James A. Catron, General Partner