

**SUBDIVISION COMMITTEE  
METROPOLITAN AREA PLANNING COMMISSION**

**AGENDA ITEM NO. 21.**

**May 7, 1998**

**STAFF REPORT  
(One-Step Final Plat)**

**CASE NUMBER:** S/D 98-45 - HUNTINGTON PLACE 6th ADDITION

**OWNER/APPLICANT:** Huntington Place Owner's Association,  
Attn: Tom Borrego, 1011 W. Harvest, Wichita, KS 67212

**SURVEYOR/ENGINEER:** Austin Miller, P.A., Attn: Tim Austin,  
254 S. Laura, Suite 210, Wichita, KS 67211

**LOCATION:** South of 13th St. North, West of Maize Road

**SITE SIZE:** .99 acre

**NUMBER OF LOTS**

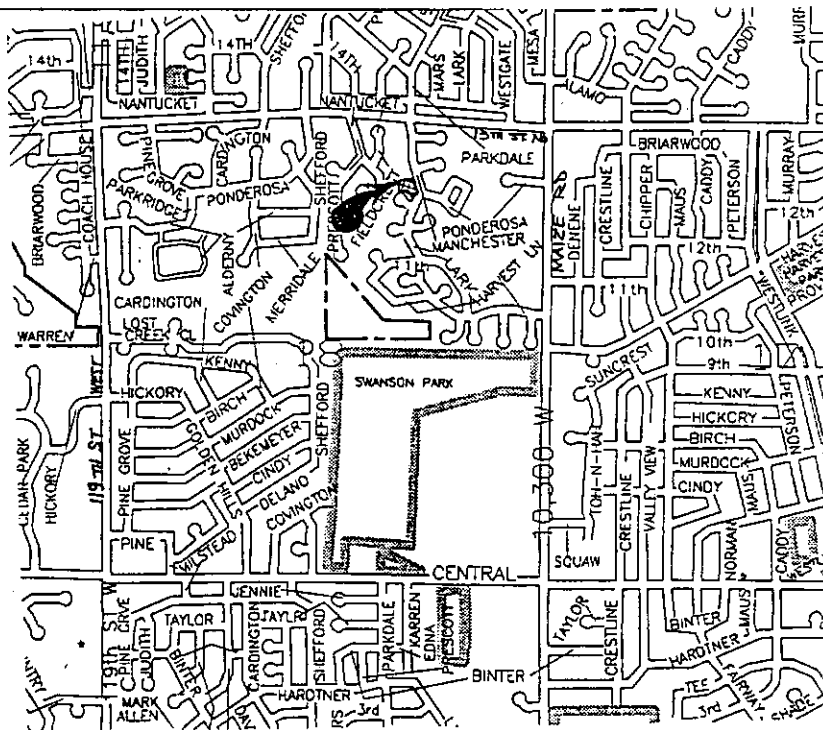
Residential:	2
Office:	
Commercial:	
Industrial:	
Total:	2

**MINIMUM LOT AREA:** 9,375 sq. ft.

**CURRENT ZONING:** SF-6, Single-Family Residential

**PROPOSED ZONING:** Same

**VICINITY MAP**



Note: This site is a replat of Lot 8, Block 4 of the Huntington Place Addition. It also represents Parcel 10 of the Huntington Place Residential CUP (DP-152).

**STAFF COMMENTS:**

- A. **City Engineering** needs to indicate if any guarantees are required.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning department for recording.
- C. **City Engineering** needs to comment on the status of the applicant's drainage plan.
- D. The final plat tracing shall reference a tie point to a section corner.
- E. The signature block for the Register of Deeds should read, "Bill Meek".
- F. 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.)
- G. 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.
- H. 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.
- I. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, 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.
- J. The owner of the subdivision should be aware of the fact that the development

of any subdivision greater than five (5) acres in size may require an NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Further, on all construction sites, the City of Wichita requires that best management practices be used to reduce pollutant loadings in storm water runoffs.

- K. Perimeter closure computations shall be submitted with the final plat tracing.
- L. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.
- M. The representatives from the utility companies should be prepared to comment on the need for any additional utility easements to be platted on this property.
- N. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat. This will be used by the City and County GIS Department.

AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

HUNTINGTON PLACE HOME OWNERS ASSOCIATION

Party of the Second Part

WHEREAS, Party of the first Part has constructed certain municipal Sanitary Sewer Improvements; Municipal Water Main Improvements; Street Improvements and Storm Sewer Improvements, in HUNTINGTON PLACE ADDITION, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part are the landowners of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, 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. That Lot 8, Block 4, Huntington Place Addition, was part of the improvement district for the following City Projects.

Sanitary Sewer Improvements  
Project No. 468-81581

Water Main Improvements  
Project No. 448-88128

Street Improvements  
Project No. 472-81573

Storm Sewer Improvements  
Project No. 468-81584

2. The Parties Agree to make a reassessment for said projects in the following manner:

Lot 1, Huntington Place 6th Addition, shall pay 28% of the total cost apportioned to the property described above.

Lot 2, Huntington Place 6th Addition, shall pay 28% of the total cost apportioned to the property described above.

Reserve, Huntington Place 6th Addition, shall pay 44% of the total cost apportioned to property described above.

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.

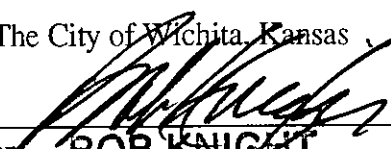
4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question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

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

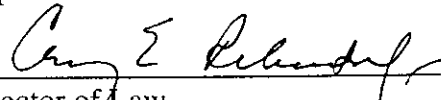
IN WITNESS WHEREOF, the parties hereto have executed this agreement the

APR 6 1999


By: The City of Wichita, Kansas

  
\_\_\_\_\_  
Mayor **BOB KNIGHT**  
Party of the First Part

Approved as to form:

  
\_\_\_\_\_  
Director of Law

Attest

  
\_\_\_\_\_  
City Clerk



By: Huntington Place Owners Association

*Tom Borrego*

Tom Borrego, President  
Party of the Second Part

STATE OF KANSAS        )  
                                  )        SS:  
SEDGWICK COUNTY        )

BE IT REMEMBERED, that on this 21<sup>st</sup> day of September, 1998, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Tom Borrego, President of Huntington Place Owner's Association, personally known to me to be the same person whom executed the instrument and that such person is duly authorized by the corporation to sign on its behalf.

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

DOUGLAS KLASSEN  
NOTARY PUBLIC  
STATE OF KANSAS  
4-02-01

*Douglas Klassen*  
Notary Public

My Appointment Expires: 4-02-01

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9-17-93  
 Samuel S. Dyer