

File

June 2, 1983

The City of Wichita
Engineer Department, 7th Floor
455 N. Main
Wichita, KS 67202

Attn: Mr. Chris Breitenstein, P.E.
Drainage Engineer

Reference: Northborough Replat
PEC File No. 36-82493-552

Dear Mr. Breitenstein:

Transmitted herewith are two (2) sets of Drainage Plans and supporting calculations for Northborough Addition.

Attached are copies of the design calculations as follows:

1. 100-Year Hydrology Calculations (pp. 1-12)
2. Analysis of existing railroad culvert capacity (pp. 13-15)
3. Hydrograph combination calculations (pp. 16-17)
4. Detention volume requirement calculations (pp. 18-22)
5. Reservoir routing calculations (pp. 23-27)
6. Hydrographs (pp. 28-30)
7. Hydraulic Analyses of Storm Sewer Systems (pp. 31-35)
8. 100-Year Overflow Channel design (pp. 36-38)

The hydrologic methods outlined in "Urban Hydrology for Small Watersheds", Technical Release No. 55 (TR-55), have been used to determine the hydrograph volumes. The tabular method was used to develop the hydrographs (Chapter 5). Reservoir routing was calculated by the Linear Reservoir Flood Routing Method based on the equation $I-O = S$. Storm sewer hydraulics were calculated using PEC's computer program based on Manning's Equation.

With no detention, the peak discharge at the south edge of the plat is 908 cfs and at the railroad culvert is 1,007 cfs. With the proposed detention pond, the peak pond discharge rate is 200 cfs and at the railroad culvert the peak discharge rate is 342 cfs.

We request that the Drainage Plan be reviewed and approved as soon as possible. Hopefully, this Drainage Plan will aid in the design of other drainage facilities in the area.

If you have any questions or need any other information, please call at your convenience.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Charles S. Brown, P.E.
Project Engineer

cc: Mr. Ted Leben

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE May 29, 1986

TO Carl Gibson, Civil Engineer III

FROM Thomas R. Powell, Senior Assistant City Attorney

SUBJECT Manor Care of Kansas,
Inc. -- Agreement

I have reviewed the attached copy of a proposed agreement between Manor Care of Kansas, Inc. and the City pertaining to the City accepting payment in lieu of special assessments over a five-year period.

As we discussed, it was your desire that the agreement contain a clause placing the primary responsibility for paying the debt with Manor Care of Kansas, Inc., in order that, from an administrative standpoint, the City will always know who to bill. In that regard, it is suggested that the following paragraph be added to the agreement:

"4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others."

The addition of this paragraph makes the present paragraph 4 unnecessary and, therefore, the present paragraph 4 should be deleted.

With the addition of the proposed paragraph 4 and deletion of the existing paragraph 4, this agreement is approved as to form. The agreement can be executed as approved as to form at the time a proper Letter of Credit is submitted.

Thomas R. Powell

Thomas R. Powell
Senior Assistant City Attorney

TRP:cdh



AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1986.

BY AND BETWEEN

MANOR CARE OF KANSAS, INC.
hereinafter referred to as
"OWNER"

AND

THE CITY OF WICHITA, KANSAS,
hereinafter referred to as
"CITY"

WITNESSETH:

WHEREAS, OWNER, being the owners of the following described land:

Lot 1, Block 1, Northborough 2nd Addition

have requested zoning and platting of said property in the City of Wichita, Kansas; and

WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

WHEREAS, said resolution provides that a share of the costs of said 21st Street improvements shall be borne by special assessment against an improvement district comprised of lands within the corporate limits of the City of Wichita lying adjacent to said improvements and having rights of direct access to 21st Street; and

WHEREAS, the above-described property had dedicated complete access control to 21st Street at the time of adoption of the resolution authorizing 21st Street improvements, and was not included in the improvement district for said improvements, even though said property lies directly adjacent to said improvements and derives a special benefit from same; the cost of said street improvement adjacent to said property being instead, borne by the City of Wichita at-large as provided in said resolution; and,

WHEREAS, had the above-described property had access to 21st Street at the time of the adoption of the resolution authorizing said 21st Street improvements, the property would have been included in the improvement district for said improvements, said property being liable for special assessments the same as other property in the improvement district; and,

WHEREAS, the parties hereto agree in consideration of CITY's granting of right-of-access to 21st Street., that it is reasonable and appropriate that said property be made liable for payment in lieu of special assessments for said 21st Street improvements to the same extent as other properties comprising the improvement district for said improvements.

NOW, THEREFORE, the parties hereto, for the consideration set forth herein, agree as follows:

1. THE OWNER and the CITY agree that upon recording of the plat of the property describes as:

Lot 1, Block 1, Northborough 2nd Addition

be liable for payment of \$31,000, in lieu of special assessments

2. The OWNER and CITY agree that the method of payment for the \$31,000 in lieu of special assessments, of the property described in Paragraph 1, shall be as follows:
 - A.) The \$31,000 may be paid in five (5) equal payments, with 6.77% interest added.
 - B.) The first payment of \$7,037.66 is due and payable prior to the plat being heard by the Board of City Commissioners.
 - C.) Payments two (2) through five (5) of \$7,037.66 each shall be due and payable on July 1, 1987, 1988, 1989 and 1990, respectively.
3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY'S consideration of granting right-of-access to 21st Street.
4. It is agreed by the parties hereto that a copy of this agreement shall be filed of record with the Sedgwick County Register of Deeds and it is further agreed that the agreements and covenants set forth herein shall be binding upon all successors in title to the land described in Paragraph 1, herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

MANOR CARE, OF KANSAS, INC.

By _____

"OWNER"

THE CITY OF WICHITA, KANSAS

By _____ MAYOR

"CITY"

ATTEST:

Donald C. Gisick, City Clerk

Approved as to Form:

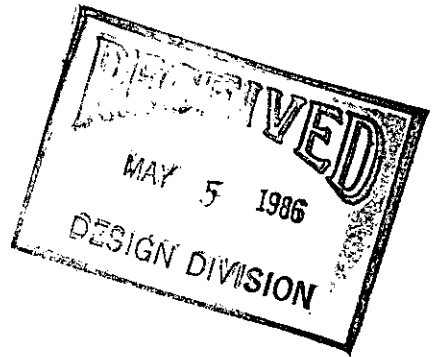
John Dekker, Director of Law

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



May 5, 1986

Professional Engineering Consultants, P.A.
1440 East English
Wichita, KS 67211

Re: S/D 86-25 - Final Plat of Northborough 2nd Addition.

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on May 1, 1986, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of April 25, 1986.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
3. Certification that all real estate taxes for 1985 and all prior years have been paid.

Please call if you have any questions.

Very truly yours,

Barbara R. Bonanni
Junior Planner

BRB:mlh

cc: Theodore I. Leben, et al, 105 S. Broadway, Suite 640, Wichita, KS
67202
Manor Care of Kansas, Inc., Attn: Bud Brown, 1940 Old Tustin Avenue,
Santa Ana, California
✓ Mike Lindebak, City Engineer

C
O
P
Y

March 19, 1876

Michael E. Lindebak, P.E., City Engineer
& Interim Director of Planning
7th Floor - City Hall
455 North Main
Wichita, Kansas 67202

Reference: Northborough 2nd Addition
Sanitary Sewer Service
PEC File No: 36-82493-552

Dear Mr. Lindebak:

Manor Care of Kansas is planning the construction of a 180 bed nursing center on Lot 1, Block 1, Northborough 2nd Addition (Parcel 6A, Northborough C.U.P., D.P.-67). This lot is located in the district for Main 20, W.I.S. and the sanitary sewer was proposed to be extended from the south. This area to the south is in the process of amendment to the C.U.P. and subsequent replatting. Manor Care desires to proceed immediately with their project and request that Lot 1 be connected to the sanitary sewer located to the west, in Main 6, S.S. #23 district. The flow impact on the main 6 sewer is negligible.

Parcel 5, Northborough C.U.P., located in Main 6, S.S. #23 district, is in the process of a requested change in zoning and amendment to the C.U.P. The proposed use is to be changed from apartments to L.C. and office uses. This will significantly lower the anticipated sewer flow from Parcel 5.

Listed below are the calculations of anticipated sewer flow from the parcels. Please note that the combined flow from Lot 1 and Parcel 5 are approximately equal to the previous flow rate from Parcel 5 only:

Lot 1, Blk 1, Northborough 2nd (Parcel 6A):

Nursing Center, 5.1 Acres
180 Beds @ 90 G.P.d. = 16,200 G.P.D.

Parcel 5 (Amended):

Financial, office, personal services, retail sales, restaurants.
9.2 Acres @ 3,300 GPD/acre = 30,360 G.P.D.

Lot 1 + Parcel 5 (Amended) = 46,560 G.P.D.

Parcel 5 (Previous uses):

Apartments, 9.35 Acres = 205 D/U
205 D.U. X 2.6 X 90 GPD = 47,970 G.P.D.

March 20, 1986

Michael E. Lindebak, P.E., City Engineer
& Interim Director of Planning
7th Floor - City Hall
455 North Main
Wichita, Kansas 67202

Reference: Northborough 2nd Addition
PEC File No: 36-82493-552

Dear Mr. Lindebak:

The preliminary plat of the above-referenced addition is scheduled to be on the March 27, 1986 Agenda of the Subdivision committee. This two-lot plat is a replat of Lots 1, 2 and 3, Block 4, Northborough Addition (Parcels 6 and 6A, Northborough C.U.P., DP-67).

Manor Care of Kansas is planning the immediate construction of a 180 bed nursing center on Lot 1, Block 1, Northborough 2nd Addition. Lot 2 will be replatted again at a later date subsequent to our additional amendment of the C.U.P. (in progress). *May 1 MARC Agenda*

Due to the impending replat of Lot 2 and the remainder of Block 4, all of Blocks 2, 3, 5 and 6, Northborough, we request that the following improvements be required with the development of Lot 1 and guarantee of improvements for Lot 2 be deferred until the subsequent replat:

1. Paving Stratford, S.L. 21st Street to the S.L. Lot 1.
2. Water Line in Stratford, S.L. 21st Street to S.L. Lot 1.
- 3 Sanitary Sewer, to serve Lot 1 and Lot 1, Block 2, Northborough.

The original drainage plan for Northborough Addition provided for a drainage channel improvement, from the railroad crossing to 21st Street (S.W.D. No. 36). The drainage plan was revised in 1983 to incorporate a detention system at the south end of the Northborough Addition, which reduced the peak outflow across the KGE property and under the R.R. crossing. The upstream channel above the detention pond retained the prior geometrics. This "revised" drainage plan will be implemented with the proposed replat of Northborough Addition.

March 20, 1986

Page 2

Manor Care of Kansas requests that they be permitted to construct the drainage channel improvements adjacent to Lot 1, Block 1, Northborough 2nd Addition, from 21st Street to a point approximately 300' south of the S.L. of Lot 1. The construction will be performed by private contract as a part of the site grading of Lot 1. Construction of this section will complete the drainage channel project for these limits and provide the necessary fill for Lot 1. The balance of the storm water drain project will be coordinated with the impending replat.

The increased run-off from Lot 1 due to the nursing center development will be minimal and should not aggravate existing downstream drainage problems. The channel section may provide a small measure of detention to alleviate runoff.

If additional information is desired, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Richard W. Linn, P.E.
Project Manager
Land Development

RWL/mkm

Payroll records from
1977 not available

472

cts.

DAKS 577 080

~~805~~ (80572)
\$ 390.74 1977 Payrolls
OK

Smith

DAKS 577 077

(80569) (~~80517~~)
~~80570~~

XI
245
1977 payrolls
OK

SWP 36

(80417)

\$ 10,496.26
OK

↓
\$ 390.74
USE this amount

SPK 572664 Storm Shelter Grain No. 31 - R.C.B.C. to serve Northborough Vt.
 part of Block 2, E.E. Jones Udon (southwest of Rock Road and 21st)

NOV 30 Payroll		130.79 + 10.40			19919
1978					
Apr 28 Payroll	190.76 + 28.32				219.08
Apr 28 Card Allowance					615
Dec 8 Payroll	30.09 + 4.47				34.54
Apr 24 Payroll	35.88 + 5.33				41.21
1980					
Feb 15 Payroll	133.73 +	35.89	Desai, Kerby		169.62
Feb 29 Payroll	27.42 +	7.26	Desai		34.78
1982					
Sept 10 Payroll	134.53 +	78.40	Kerby		212.93
Sept 24 Payroll	614.56 +	358.17	{ Howe, Maskid Jones, Vansant		972.73
Oct 8 Payroll	1426.96 +	831.63	{ Howe, Jones, Vansant		2258.59
Oct 22 Payroll	771.55 +	449.66	{ Howe, Huang Jones, Vansant		1221.21
Nov 5 Payroll	1190.69 +	693.93	Huang		1884.62
Nov 29 Start Stores	1DT 145953				150
Nov 19 Payroll	535.81 +	312.28	Huang		848.09
Dec 3 Payroll	671.44 +	391.32	Kerby		1062.76
1983					
June 17 Payroll	153.45 +	106.55			260.00

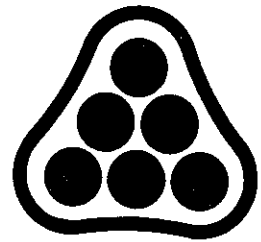
posted in
 error

{ 30.60 + 6.27 + 32.43 + 154.24 + 342.40 } Employee benefits / 1370.24
 { 142.11 + 172.62 + 315.81 + 191.25 + 32.51 }

DIRECTORS

- C. O. KNOP, P.E.
- R. B. PEUGH, P.E.
- C. J. FREUND, P.E.
- W. H. KELTNER, P.E.
- R. D. PLETCHER, P.E.
- F. D. MIDDLETON, JR., P.E.
- D. E. MALTBIE, P.E.
- M. D. SCHOMAKER, P.E.
- G. D. SCHOCK, P.E.
- J. H. BAILEY, P.E., PH.D.

March 19, 1876



PROFESSIONAL
ENGINEERING
CONSULTANTS
PROFESSIONAL ASSOCIATION

Michael E. Lindebak, P.E., City Engineer
 & Interim Director of Planning
 7th Floor - City Hall
 455 North Main
 Wichita, Kansas 67202

Reference: Northborough 2nd Addition
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 PEC File No: 36-82493-552

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Parcel 5 (Amended):

Financial, office, personal services, retail sales, restaurants.
 9.2 Acres @ 3,300 GPD/acre = 30,360 G.P.D.

Lot 1 + Parcel 5 (Amended) = 46,560 G.P.D.

Parcel 5 (Previous uses):

Apartments, 9.35 Acres = 205 D/U
 205 D.U. X 2.6 X 90 GPD = 47,970 G.P.D.

1440 EAST ENGLISH
 WICHITA, KANSAS 67211
 (316) 262-2691

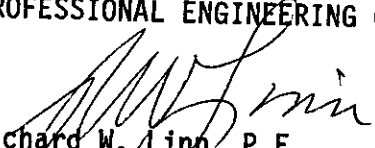
March 19, 1986
Page 2

We have reviewed this proposal with the Sewer Maintenance Division staff and they have approved the request.

If additional information is desired, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

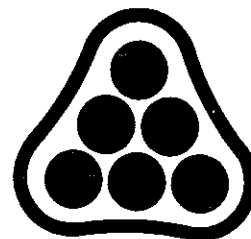
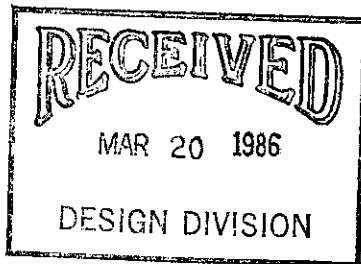


Richard W. Linn, P.E.
Project Manager
Land Development

RWL/mkm

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PROFESSIONAL
ENGINEERING
CONSULTANTS
PROFESSIONAL ASSOCIATION

March 20, 1986

Michael E. Lindebak, P.E., City Engineer
& Interim Director of Planning
7th Floor - City Hall
455 North Main
Wichita, Kansas 67202

Reference: Northborough 2nd Addition
PEC File No: 36-82493-552

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1440 EAST ENGLISH
WICHITA, KANSAS 67211
(316) 262-2691

A handwritten signature in the bottom right corner of the page, appearing to be the initials "ML".

March 20, 1986

Page 2

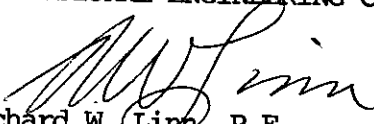
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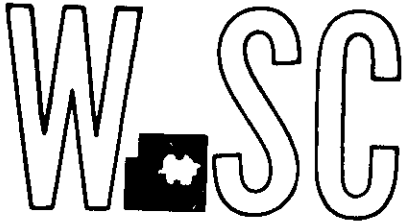
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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.


Richard W. Linn, P.E.
Project Manager
Land Development

RWL/mkm

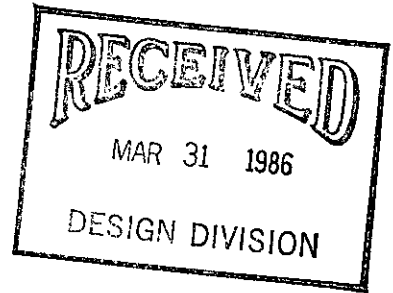
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

March 28, 1986



Professional Engineering Consultants, P.A.
1440 East English
Wichita, KS 67211

Re: S/D 86-25 - Preliminary Plat of Northborough
2nd Addition.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, March 27, 1986, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- 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 the paving of Stratford Lane, including the construction of sidewalks on both sides of the street. (Multi-family zoning.) Ordinance No. 36-327, Section (4) and Article 8-103(B)(1)(c), Subdivision Regulations.
- D. The applicant shall guarantee the storm drain and storm sewer improvements required by the platting of this property.
- E. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The applicant has advised that another amendment will be filed to the Community Unit Plan for the property being platted as Lot 2. This second amendment will propose Stratford Lane as a straight north-south street, and not curved as indicated on this plat.

C
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P
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Professional Engineering Consultants, P.A.
Re: S/D 86-25 - Preliminary Plat of Northborough 2nd Addition.
March 28, 1986
Page 2

- H. The final plat shall reference, in the plat's text, the dedication of access control to 21st Street North, across the north line of the plat.
- I. The final plat shall indicate the platting of 25-foot building setbacks from the adjacent public streets.
- J. The final plat shall correct the discrepancy between the perimeter of the plat and the associated zone case.
- K. Since street right-of-way is proposed for vacation by this replat, reference to K.S.A. 12-512(b) shall be made in the engineer's text.
- L. The final plat shall indicate angles or bearings for the perimeter of this plat.
- 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. Prior to or at the time of submitting a final plat, the applicant shall submit documentation that capacity exists in the sewer laterals and mains proposed to sewer this property.
- O. The applicant shall reimburse the City for the special assessments not levied against proposed Lot 1 because of the existence of the "complete access control" which this plat proposes to vacate.
- P. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- Q. 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.

The enclosed "marked" copy of the final plat is for your information and files. If you should have any questions, please call.

Sincerely,

FLN

Forrest L. Nagley
Senior Planner

FLN:mlh

Enclosure

cc: Theodore I. Leben, et al, 105 S. Broadway, Suite 640, Wichita, KS 67202
Manor Care of Kansas, Inc., Attn: Bud Brown, 1940 Old Tustin Avenue,
Santa Ana, California
Mike Lindebak, City Engineer

Northborough 2nd Addn. of C.U.F.

Parcel 5 : 9.35 Acres

Existing CUP = Garden Apts. = 205 D.U.

$$2.6 \times 90 \text{ GPD} = 234 \text{ GPD} \times 205 \text{ D.U.} = \underline{\underline{47,970}} \text{ G.P.D.}$$

Amended uses : 9.2 Acres

Financial, office, Personal services, retail sales, restaurants (excluding drive-in).

$$9.2 \text{ A @ } 3,300 \text{ GPD/A} = \underline{\underline{30,360}} \text{ G.P.D.}$$

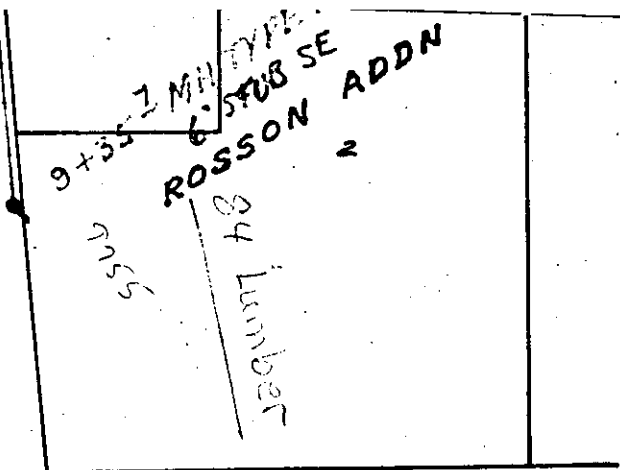
Parcel 6A : 5.1 Acres

Nursing Ctr. & Day Care (elderly)
180 beds

$$90 \text{ G.P.D.} \times 180 = \underline{\underline{16,200}} \text{ G.P.D.}$$

$$\underline{\underline{16,200}} + \underline{\underline{30,360}} = \underline{\underline{46,560}} \text{ G.P.D.}$$

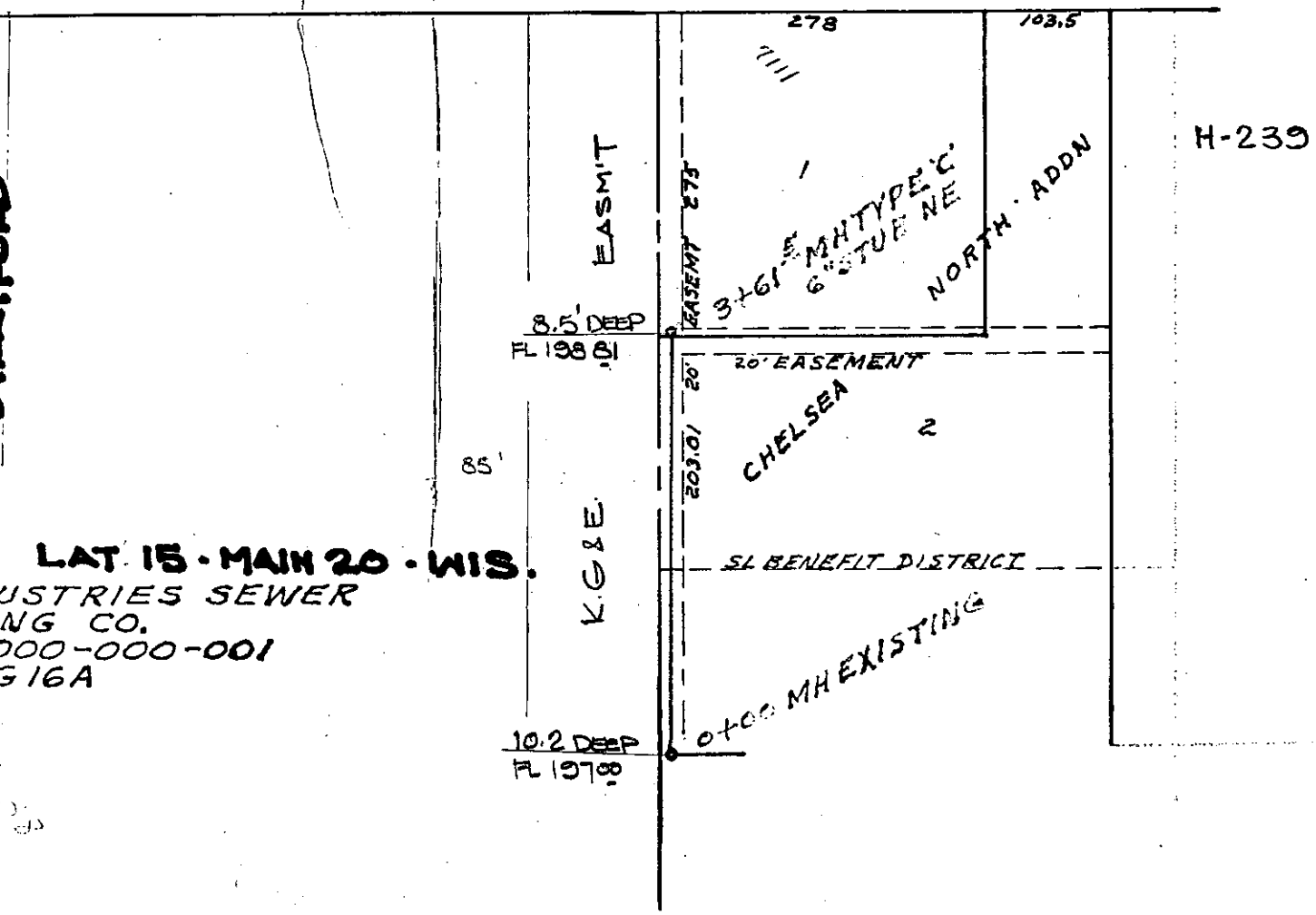
vs 47,970 G.P.D. as Apts.



KANSAS TURNPIKE

21 ST - ST

PITTSFORD



LAT. 15 - MAIN 20 - WIS.

INDUSTRIES SEWER
 ENGINEERING CO.
 000-000-001
 G 16A

S/D No.: 86-25 Name: NORTHBOROUGH 2ND ADDITION

Preliminary Approved:
Scheduled S/D Meeting: 3/27/86

DESCRIPTION

General Location: Southeast corner of Stratford and 21st Street.
Owner: Theodore I. Leben, et al
Surveyor/Engineer: Professional Engineering Consultants, P.A., Attn: Gary Wiley

1. Gross Acreage of Plat: 12.8 Acres ±
 2. Number of Lots:
 - Residential: 2
 - Office:
 - Commercial:
 - Industrial:
 - Total: 2
 3. Minimum Lot Area: 5.1 Acres +
 4. Existing Zoning: "R-5" with DP-67
 5. Proposed Zoning: "R-5" & "B" (Z-2740) with DP-67
-

STAFF COMMENTS:

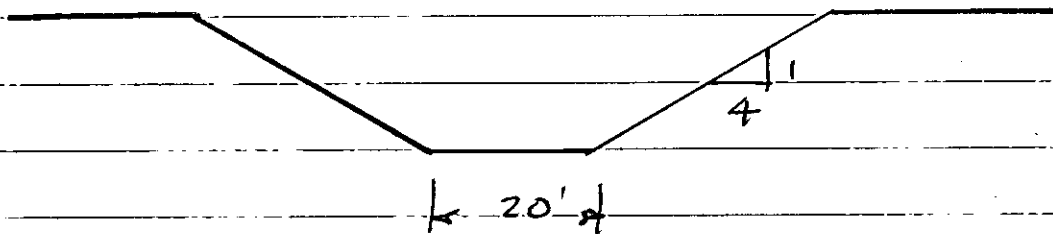
NOTE: The property is subject to the provisions of the Northborough Community Unit Plan (DP-67). The applicant's associated zone case (Z-2740), requesting "R-5" to "B" for Lot 1, has been approved subject to replatting. Lot 2 is zoned "R-5".

- 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 the paving of Stratford Lane, including the construction of sidewalks on both sides of the street. (Multi-family zoning.) Ordinance No. 36-327, Section (4) and Article 8-103(B)(1)(c), Subdivision Regulations.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant has advised that another amendment will be filed to the Community Unit Plan for the property being platted as Lot 2. This second amendment will propose Stratford Lane as a straight north-south street, and not curved as indicated on this plat.
- G. The final plat shall reference, in the platting text, the dedication of access control to 21st Street North, across the north line of the plat.
- H. The final plat shall indicate the platting of 25-foot building setbacks from the adjacent public streets.
- I. The final plat shall correct the discrepancy between the perimeter of the plat and the associated zone case.
- J. Since street right-of-way is proposed for vacation by this replat, reference to K.S.A. 12-512(b) shall be made in the engineer's text.
- K. The final plat shall indicate angles or bearings for the perimeter of this plat.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Sub-division Regulations.

- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- N. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
- O. The representative from City Engineering should be prepared to comment on the status of the existing petitions for water, sewer, drainage and street paving on file for the original plat of Northborough Addition.

Northborough Drainage Channel

Lot 1, B1K 1, Northborough 2nd Addn.



$$\text{slope} = 0.34\%$$

$$\text{depth @ S.L. 21st St.} = 2.9' \pm$$

$$\text{" @ 1200' } \pm \text{ So.} = 3.4' \pm$$

- ① set channel depth @ 4.5' (3.5' + 1' freeboard) adjacent to Lot 1. Slope @ 0.34%
- ② grade channel @ 0.1% with 4/1 side-slopes, south of Lot 1.
0.1% grade = max to match existing flo elev. @ 800' ± south of S.L. Lot 1.

S/D No.: 86-25 Name: NORTHBOROUGH 2ND ADDITION

Preliminary Approved: 3/27/86
Scheduled S/D Meeting: 4/24/86

DESCRIPTION

General Location: Southeast corner of Stratford and 21st Street.
Owner: Theodore I. Leben, et al
Surveyor/Engineer: Professional Engineering Consultants, P.A., Attn: Gary Wiley

1. Gross Acreage of Plat: 12.8 Acres ±
2. Number of Lots:
 - Residential: 2
 - Office:
 - Commercial:
 - Industrial:
 - Total: 2
3. Minimum Lot Area: 5.1 Acres +
4. Existing Zoning: "R-5" with DP-67
5. Proposed Zoning: "R-5" & "B" (Z-2740) with DP-67

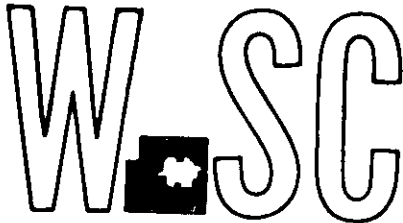
STAFF COMMENTS:

- NOTE: The property is subject to the provisions of the Northborough Community Unit Plan (DP-67). The applicant's associated zone case (Z-2740), requesting "R-5" to "B" for Lot 1, has been approved subject to replatting. Lot 2 is zoned "R-5".
- 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 the paving of Stratford Lane, including the construction of sidewalks on both sides of the street. (Multi-family zoning.) Ordinance No. 36-327, Section (4) and Article 8-103(B)(1)(c), Subdivision Regulations.
 - D. The applicant shall guarantee the storm drain and storm sewer improvements required by the platting of this property.
 - E. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
 - F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - G. The applicant has advised that another amendment will be filed to the Community Unit Plan for the property being platted as Lot 2. This second amendment will propose Stratford Lane as a straight north-south street, and not curved as indicated on this plat.
 - H. The applicant shall reimburse the City for the special assessments not levied against proposed Lot 1 because of the existence of the "complete access control" which this plat proposes to vacate.
 - I. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
 - J. Recording of the plat within 30 days after approval by the Board of City Commissioners.
 - K. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan.
 - L. The representative from the City Engineer's office should be prepared to comment on the documentation provided by the applicant on the existing capacity in the sewer laterals and mains proposed to sewer this property.

1. Wayne C. Horst. Utility Basement Vacation. No water problem.
2. Joyland Hills Park. Street R/W Vacation. Fire hydrant on the NW Cor of Nassal & Hillside. Casement may need to be retained.
3. Tracy D. Bernhart. Utility Esmt. Vacation. No water problem.
4. Gray's Second Addition. Item B, mains to be extended. Suggest main be extended in Mac Arthur along at least part of their plot, in case south side of Mac Arthur will not participate.
5. Golden Hills 2nd Addn. Revised prelin. plat. Item B, mains to be extended. Water plans now show intersections for Deteneyer at Shetford and Murdoch at Shetford, crossings part of plans now approved. No water problem.
6. Northborough 2nd Addition. Final Plat. Item B, main to be extended. Charges to existing A.D. project to be paid or transferred to new project. No water problem.
7. Rainbo Baking Co. Addition. Final Plat. No water problem, area now served.
8. Goebel Bros. 2nd Addn. Final plat. Area served by existing mains. Services to be installed as needed by Water Dept. No water problem.
9. PP Co. 2nd Addition. Final Plat. Area now served, no water problems.
10. Chelsea Industrial Park 2nd Addn. Items B & C, main to be extended, outside city application, and restrictive covenant.

11. Scott Stucky. Dedicate St. R/W. No water problem.
12. Lindy Andel. Grant utility easement. Esm't. is to be used for water main extension. Plans approved, private project under contract. No water problem.
13. Carolyn Morris Beckett. Dedicate St. e/w. Existing main on S. side 47th, E. side Hydraulic. Valve box may need to be adjusted. No water problem.
14. City Land Inventory Case. Existing water along U.S. 59 from Chautauque to Hillside, X's to H₂O in Hillside & Chapt. Area mostly served. Main will need to be extended to Lorraine.
14. City Land Inventory Case. Existing water along U.S. 59 from Chautauque to Lorraine and in Chaut. & Lorraine. X's to H₂O in Hillside. Area now served. No water problem.
15. City Land Inventory Case. Lot N & Hydraulic? Nearest water at 25th & Kansas or Hydraulic & McFarland. Approx. distance 1500 ft; estimated cost "\$95,000" (300' @ \$50 + 1200' @ \$25) to extend 8" or possibly 6" main from McFarland & Hydraulic.
16. Other Matters.

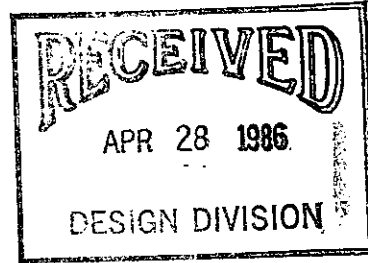
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

April 25, 1986



Professional Engineering Consultants, P.A.
1440 East English
Wichita, KS 67211

Re: S/D 86-25 - Final Plat of Northborough 2nd Addition.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, April 24, 1986, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- 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 the paving of Stratford Lane, including the construction of sidewalks on both sides of the street. (Multi-family zoning.) Ordinance No. 36-327, Section (4) and Article 8-103(B)(1)(c), Subdivision Regulations.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant has advised that another amendment will be filed to the Community Unit Plan for the property being platted as Lot 2. This second amendment will propose Stratford Lane as a straight north-south street, and not curved as indicated on this plat.
- G. The applicant shall reimburse the City for the special assessments not levied against proposed Lot 1 because of the existence of the "complete access control" which this plat proposes to vacate.

C
O
P
Y

Professional Engineering Consultants, P.A.
S/D 86-25 - Final Plat of Northborough 2nd Addition.
April 25, 1986
Page 2

- H. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. The certificate will be required if petitions are submitted. Forms for the bond and irrevocable Letter of Credit are available from this office.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, May 1, 1986 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

FLN

Forrest L. Nagley
Senior Planner

FLN:mlh

Enclosure

cc: Theodore I. Leben, et al, 105 S. Broadway, Suite 640, Wichita, KS
67202
Manor Care of Kansas, Inc., Attn: Bud Brown, 1940 Old Tustin
Avenue, Santa Ana, California
✓ Mike Lindebak, City Engineer

Agenda Item No. _____

CITY OF WICHITA
CITY COMMISSION MEETING

24
March 17, 1987

Agenda Report No. _____

TO: Mayor and City Commissioners
SUBJECT: Agreement for Reimbursement of Special Assessments: North-
borough 3rd Addition
INITIATED BY: City Engineer *WJ*
AGENDA ACTION: City Clerk's Agenda

Recommendation: Approve the agreement.

Background: As a condition of platting Northborough 3rd Addition, the deve-
lopers are required to reimburse the City for special assessments that were
waived because of the dedication of access control to 21st Street North.

Analysis: The purpose of the agreement is to establish a repayment schedule.

Financial Considerations: The City will be paid a total of \$64,065.40 in five
yearly installments.

Recommendation/Action: Approve the agreement and authorize the Mayor to sign
on behalf of the City.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November 1986.

BY AND BETWEEN

The Estate of Theodore Gore, T.J. Land and Cattle Company, Robert M. Beren, Joan S. Beren, and Mid Kansas Jewish Welfare Federation, Inc. hereinafter referred to as "OWNER"

AND

THE CITY OF WICHITA, KANSAS, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, OWNER, being the owners of the following described land:

Lots 1 and 2, Block 1, Northborough 3rd Addition.

have requested zoning and the platting of said property in the City of Wichita, Kansas; and

WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

WHEREAS, said resolution provided that a share of the costs of said 21st Street improvements shall be borne by special assessment against an improvement district comprised of lands within the corporate limits of the City of Wichita lying adjacent to said improvements and having rights of direct access to 21st Street; and

WHEREAS, the above described property had dedicated complete access control to 21st Street at the time of adoption of the resolution authorizing 21st Street improvements, and was not included in the improvement district for said improvements, even though said property lies directly adjacent to said improvements and derives a special benefit from same; the cost of said street improvement adjacent to said property being instead, borne by the City of Wichita at-large as provided in said resolution; and,

WHEREAS, had the above-described property had access to 21st Street at the time of the adoption of the resolution authorizing said 21st Street improvements, the property would have been included in the improvement district for said improvements, said property being liable for special assessments the same as other property in the improvement district; and,

WHEREAS, the parties hereto agree in consideration of CITY's granting of right-of-access to 21st Street, that it is reasonable and appropriate that said property be made liable for payment in lieu of special assessments for said 21st Street improvements to the same extent as other properties comprising the improvement district for said improvements.

NOW, THEREFORE, the parties hereto, for the consideration set forth herein, agree as follows:

1. THE OWNER and the CITY agree that upon recording of the plat of the property described as:

Lots 1 and 2, Block 1, Northborough 3rd Addition

be liable for payment of \$56,440.00, in lieu of special assessments

2. The OWNER and CITY agree that the method of payment for the \$56,440.00 in lieu of special assessments, of the property described in Paragraph 1, shall be as follows:

A.) The \$56,440.00 may be paid in five (5) equal payments, with 6.77% interest added.

B.) The first payment of \$12,813.08 is due and payable prior to the plat being heard by the Board of City Commissioners

C.) Payments two (2) through five (5) of \$12,813.08 each shall be due and payable on Nov. 1st, 1987, 1988, 1989 and 1990, respectively.

3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY's consideration of granting right-of-access to 21st Street.

4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

CO-EXECUTORS OF THE ESTATE OF THEODORE GORE:

Andrew E. Gore
Andrew E. Gore

Rosalyn W. Gore
Rosalyn W. Gore

T. J. LAND AND CATTLE COMPANY

Teena Jean Slatkin
Teena Jean Slatkin, President

Robert M. Beren
Robert M. Beren

Joan S. Beren
Joan S. Beren

MID-KANSAS JEWISH WELFARE FEDERATION, INC.

Howard N. Marcus
HOWARD N. MARCUS
"OWNERS"

THE CITY OF WICHITA, KANSAS

By _____
MAYOR
"CITY"

ATTEST:

Dale Rea, Deputy City Clerk

Approved as to Form:

Thomas R. Powell
Tom Powell, Interim Director of Law

KNOW ALL MEN BY THESE PRESENTS: That ROSALYN W. GORE, ROBERT M. and JOAN S. BEREN and T. J. LAND & CATTLE & COMPANY, a Colorado corporation, as principals, hereinafter called Principals, and Commercial Union Insurance Company, a corporation organized under the laws of the State of Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wichita, Kansas, as Obligee, hereinafter called Obligee, for the use and benefit of the Obligee as herein below defined in the amount of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY-TWO AND 24/100 (\$51,252.24) for the payment whereof Principals and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, Principals have by written agreement dated , 1986 entered into an agreement with the City of Wichita, Kansas for payment of the costs for certain improvements consisting of paving on 21st Street contiguous to Lot 1 and Lot 2, Block 1, Northborough 3rd Addition, an addition located in Wichita, Sedgwick County, Kansas, said agreement being by reference incorporated herein and made a part hereof and is hereinafter referred to as the "Agreement".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that, if Principals shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

EXECUTED this 30th day of January, 1987.

T. J. LAND & CATTLE COMPANY,
A Colorado Corporation

By Teena J. Slatkin
Teena J. Slatkin, President

Robert M. Beren
ROBERT M. BEREN

Joan S. Beren
JOAN S. BEREN

Rosalyn W. Gore
ROSALYN W. GORE

Principals

COMMERCIAL UNION INSURANCE COMPANY

By Richard A. Bumgardner
Attorney-in-Fact Richard A. Bumgardner
Surety

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BE IT REMEMBERED, That on this 9th day of ~~December~~ ^{January}, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came TEENA J. SLATKIN, personally known to me to be the President of T. J. Land & Cattle Company, a Colorado corporation, and 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.

Valerie Rice
Notary Public
3573 Cherry Creek NW, Dr. #743 Denver, CO 80209

My Appointment expires: My Commission Expires
December 18, 1988

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 2nd day of ~~December~~ ^{January}, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT M. BEREN and JOAN S. BEREN, husband and wife, 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.

Linda Sevier
Notary Public

My Appointment expires:
April 13, 1990



STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 31st day of December, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROSALYN W. GORE, a single woman, 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.

Kay P. LaGree
Notary Public

My Appointment expires:
September 14, 1988

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Massachusetts, hath made, constituted and appointed, and does by these presents make and constitute and appoint **W. C. COHEN, W. C. COHEN, JR., R. B. MATASSARIN, JOE E. MODDRELL, JR., WALLACE C. RAABE, PAUL G. STARR, JOSEPH C. LUKENS, II, ROBERTA I. HOERMAN, SCOTT T. POST, KAY J. WHITE, SANDRA BROADSTREET, JAMES E. SLOAN, STEVEN E. HOLZWART, RICHARD A. BUMGARDNER and MELISSA EVANS** all of Wichita, Kansas and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove, any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary on this 22nd day of July 19 86



COMMERCIAL UNION INSURANCE COMPANY

Attest: Raymond M. Defosse
Raymond M. Defosse - Secretary

By: John M. Garrett
John M. Garrett - Assistant Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 22nd day of July 19 86, before me personally came John M. Garrett, Assistant Vice-President, and Raymond M. Defosse, Secretary of the COMMERCIAL UNION INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Edward W. Shay
Edward W. Shay - Notary Public
(My Commission expires August 10, 1990)

CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at the City of Boston, Dated this 30th

day of January 19 87



Daniel J. Boyle
Daniel J. Boyle - Assistant Secretary

Amount of S.A. is \$31,000

5 equal payment with 6.77% Interest

	July 86	July 87	July 88	July 89	July 90
Payment	7037.66	7037.66	7037.66	7037.66	7037.66
Principle Remaining	23,962.34	18,546.93	12,764.90	6,591.42	0
Interest Paid	—	1,622.25	1,255.63	864.18	446.24
Principle Paid		5,415.41	5,782.03	6,173.48	6,591.42

July 27, 1988

C. Donn Ainslie
Risk Management
Manor Care, Inc.
10750 Columbia Pike
Silver Spring, Maryland 20901

Subject: Request for Bond
Amount Reduction,
Lots 1 & 2, Block 1,
Northborough 3rd
Addition.

12

This letter serves as authorization to reduce the above referenced bond to thirty-three thousand seven hundred sixty-eight dollars (\$33,768.00). The bond serves as a guarantee for payments being made in lieu of special assessments. The reduced bond amount corresponds to the remaining principal.

If you have questions or need further information please contact Vicky Huang at 268-4236.

Sincerely,

Mike Lindebak 2014

Michael E. Lindebak, P.E.
City Engineer

MEL:ta

7048J

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT


DATE July 21, 1988

TO Mike Lindebak, City Engineer

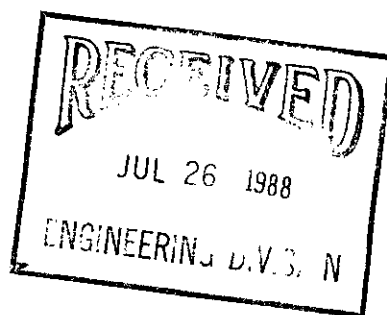
FROM Douglas J. Moshier, Assistant City Attorney

SUBJECT Request for Reduction of
Bond Amount

This is in response to your May 24, 1988, memo to me. Under the circumstances set forth in said memo, a bond amount reduction is acceptable.


Douglas J. Moshier
Assistant City Attorney

DJM:cdh



THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE May 24, 1988

TO: Doug Moshier, Assistant City Attorney

FROM: Mike Lindebak, City Engineer

mt
by 2/88 SUBJECT: Request for Reduction of
Bond Amount

\$31,000
As a condition of platting Northborough, *2nd* 3rd Addition, the developers agreed to reimburse the city ~~\$56,440~~ for deferred special assessments. The amount is being paid in five yearly installments. A bond was filed to guarantee payment. A representative of the Bond Company recently contacted the City Engineer's Office to determine if the bond amount can be reduced to reflect the payments made to date.

Please advise as to whether a bond amount reduction is acceptable. A copy of the agreement and bond is attached.

BM:bm

Amount of Bond = \$56,440

5 equal payment with 6.77% Interest

	Nov. 86	Nov. 87	Nov. 88	Nov. 89	Nov. 90
Payment	12,813.08	12,813.08	12,813.08	12,813.08	12,813.08
Principal Remaining	43,626.92	33,767.38	23,240.35	12,000.64	0
Interest Paid	—	2,953.54	2,286.05	1,573.37	812.49
Principal Paid	—	9,859.54	10,527.03	11,239.71	12,000.64