

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 4

May 13, 1993

STAFF REPORT
(Final Plat)

CASE NUMBER: S/D 93-27 - MEADOW OAKS ADDITION

OWNER/APPLICANT: 3-AH, Inc., 515 North Ridge Road, Wichita, KS 67212
Critchfield Real Estate, L.P., 14324 Wakanda Ct., Wichita, KS 67230
Mennonite Brethren Churches, 1631 N. Callahan, Wichita, KS 67212

SURVEYOR/ENGINEER: Poe and Associates, 434 North Oliver, Wichita, KS 67208

LOCATION: South of 29th Street North and east of Oliver

SITE SIZE: 53 acres

NUMBER OF LOTS

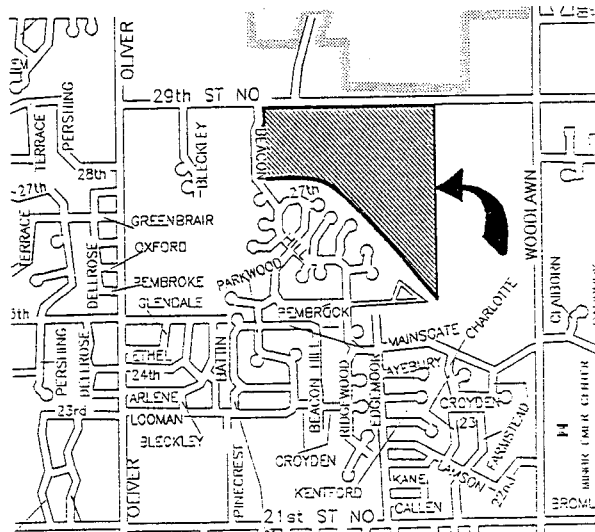
Residential:	236
Office:	
Commercial:	
Industrial:	
Total:	236

MINIMUM LOT AREA: 7,200 sq. ft.

CURRENT ZONING: "AA" DP-147

PROPOSED ZONING:

VICINITY MAP:



NOTE: This plat represents a final portion of the overall preliminary plat of the Beacon Hill Addition, approved in 1986. The Beacon Hill preliminary plat and consequently this Addition are within a Community Unit Plan, DP-147. In terms of the CUP, Block 4 of this plat corresponds to Parcel 1 which allows for single family uses, apartments or a church. In terms of the other blocks of this plat, Block 3 corresponds to a part of Parcel 2, and Blocks 2 and 1 correspond to Parcel 3, 4, and the remaining part of Parcel 2. The uses in the CUP for Parcels 2, 3 and 4 are generally single family in nature or for a cemetery; Lot 1, Block 1, however, appears to be platted for some other use.

STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. The applicant shall guarantee construction of the storm sewers required by this plat.
- F. As indicated by General Provision 18 of DP-147, the applicant shall guarantee a decel lane in 29th Street North for the major entrance into this Addition, at Meadow Oaks. Traffic Engineering needs to indicate if any additional traffic improvements need to be guaranteed.
- G. As indicated by a sidewalk plan, approved for this area by the Subdivision Committee in 1986, and based upon General Provision 11 of DP-147, a sidewalk system is to be provided across this site. Specifically, sidewalk is to be guaranteed along one side of Meadow Oaks (west) from 29th Street southward to Pepperwood. This sidewalk is then to continue westward through Reserve C and cross the adjacent drainage channel, and eastward along Pepperwood (south side) until in the vicinity of Lots 41, 42, or 43, it was to enter a pedestrian access easement between two of these lots so as to extend to the east line of the plat. Guarantees for this sidewalk system may be part of the paving petition. However, City Engineering needs to comment on if the drainage crossing/bridge can be guaranteed in such a manner or was already guaranteed by a previous plat (The Courts II).

In order to accommodate the above sidewalk, a pedestrian easement needs to be granted and shown somewhere in the vicinity of Lots 41, 42, and 43, Block 2 and the platting text shall note the

granting of such an easement. Required covenants for this Addition shall also indicate that the Addition's homeowners' association will be responsible for maintaining the sidewalk in this easement.

- H. Both on the CUP and the approved plat the streets now being indicated as Shadowridge/Ridgewood/28th Street North and Meadow Oaks south of Pepperwood were indicated as being platted with a 64-foot right-of-way. Based on the number of lots directly and indirectly accessing these streets and the length of Meadow Oaks as a cul-de-sac type street, the present Subdivision Regulations would also require that these streets be platted at the 64-foot standard. The final plat shall therefore indicate these streets at the 64-foot right-of-way standard.
- I. Unless a cemetery is intended for Lot 1, Block 1, an amendment to the CUP will be needed to allow any such use as a church or apartments at this location. Further, no access is shown to this site except what would be allowed from 29th street North. However, this plat and the CUP are both indicating complete access control to 29th Street North across this lot's north property line. Assuming that the applicant does desire access to this lot from 29th Street North, the applicant will need to amend the CUP to allow for such access and the final plat shall also reflect such an access request. That is, the face of the plat and the plattor's text will need to indicate the access being allowed to this lot.
- J. Because of the single point of entrance into this site, from 29th Street North, both the CUP and Preliminary Plat indicated a 20-foot wide emergency access easement entering this site from 29th Street North, at the northeast corner of the Addition. However, that area was originally indicated as most likely being platted with single family lots, with an interior street within a short distance of 29th Street North. This plat is now showing one large lot at that location and no nearby interior street.

The need for such an emergency access easement is, though, still as great. Such an easement shall therefore be provided somewhere in the area of Lots 113 through 115, Block 2, running from 29th street North to Shadowridge Circle. The plattor's text shall also reference this easement and covenants shall be provided indicating that the homeowners association will be responsible for maintaining this access easement. As indicated in the Subdivision Regulations, the applicant shall submit any needed guarantee for the installation of a driving surface, gates, fences, etc. required for such an easement.

- 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. This covenant shall also provide that the homeowners association will be responsible for maintaining the "parking strip" or open space area between this site's north property line and the paved surface of 29th Street North. Also, the previously noted requirements for a pedestrian or sidewalk easement and the emergency access easement may be provided for in this covenant.

- 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 applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.
- N. On the final plat tracing since an opening is being indicated to 29th Street from a portion of Lot 1, Block 4, the word "complete" shall be deleted from the face of the plat. This access should also be noted in the plat's text. As now written, the text indicates that all lots have complete access control to 29th Street.
- O. On the final plat tracing, Beacon Hill adjacent to the west line of Lot 1, Block 4 shall be indicated. The center line of this street shall be labeled, with street right-of-way also indicated.
- P. On the final plat tracing, and as indicated by the CUP, 25-foot building setbacks were to be indicated for the frontages of all lots adjacent to streets with 64-foot rights-of-way. This includes the 64-foot streets requested above; also any 64-foot streets already shown on this plat, such as Pepperwood. Corner lots may indicate a 15-foot building setback for the intended sideyard.
- Q. Since Reserves A and B are indicated as being platted for structures, a 25-foot building setback shall be indicated to 29th Street North. Reserve A shall also indicate a sideyard setback to Meadow Oaks.
- R. The applicant is advised that the guardhouse being indicated for Reserve B cannot be used in any way to inhibit public access into or out of this Addition. That is, Meadow Oaks is being platted as a public street and such access cannot be interfered with.
- S. On the final plat tracing, the centerline of 29th Street North shall be labeled (CL).

- T. On the final plat tracing, the word Block and the associated numbers shall be more boldly or distinctly indicated.
- U. In terms of street names, the suffix Circle should be used in the following cases; Pepperwood east of Edgemoor, Edgemoor north of Pepperwood and Charlotte north of Meadow Oaks. In terms of Charlotte, the City's Fire Department should indicate if the use of Meadow Oaks Court should be considered for this site. Although Charlotte is an existing street name, this short segment is in an isolated location and consequently, may be difficult to locate.
- V. On the final plat tracing, the Mayor's signature block shall be amended to indicate Elma Broadfoot as Mayor.
- W. 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.
- X. 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.
- Y. 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.
- Z. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- AA. Recording of the plat within 30 days after approval by the City Council.
- BB. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- CC. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

Agenda Item No. _____

City Of Wichita
City Council Meeting
September 14, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Meadow Oaks
Addition (West of Woodlawn, South of 29th) (District I)

INITIATED BY: Department of Public Works

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, 3AH, Inc., has replatted a portion of Beacon Hill Addition into a new addition called Meadow Oaks Addition and has submitted an Agreement to respread special assessments in Meadow Oaks Addition.

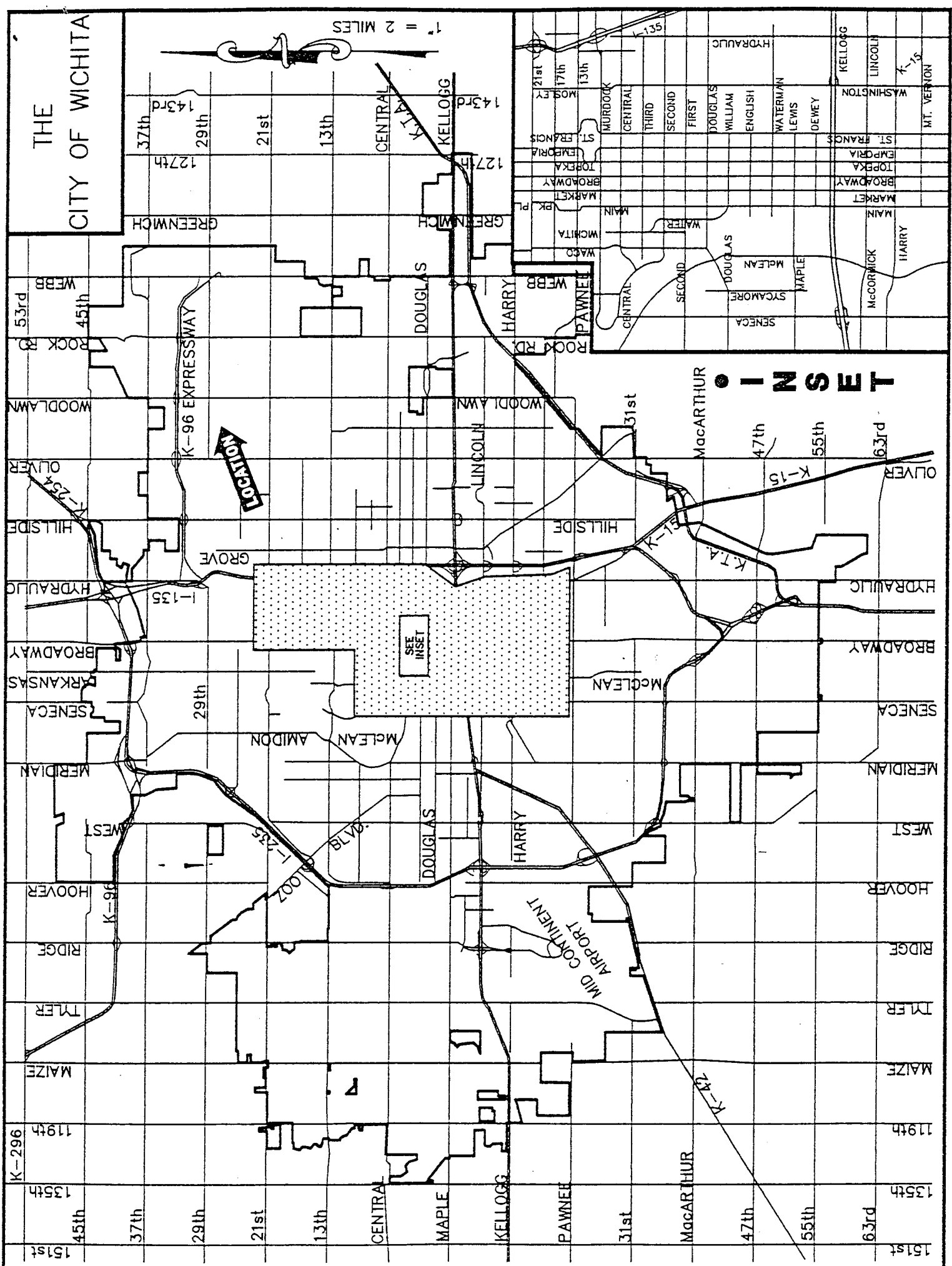
Analysis: The purpose of the Agreement is to respread Special Assessments on an equal share basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

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

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

BM:bjm



THE CITY OF WICHITA

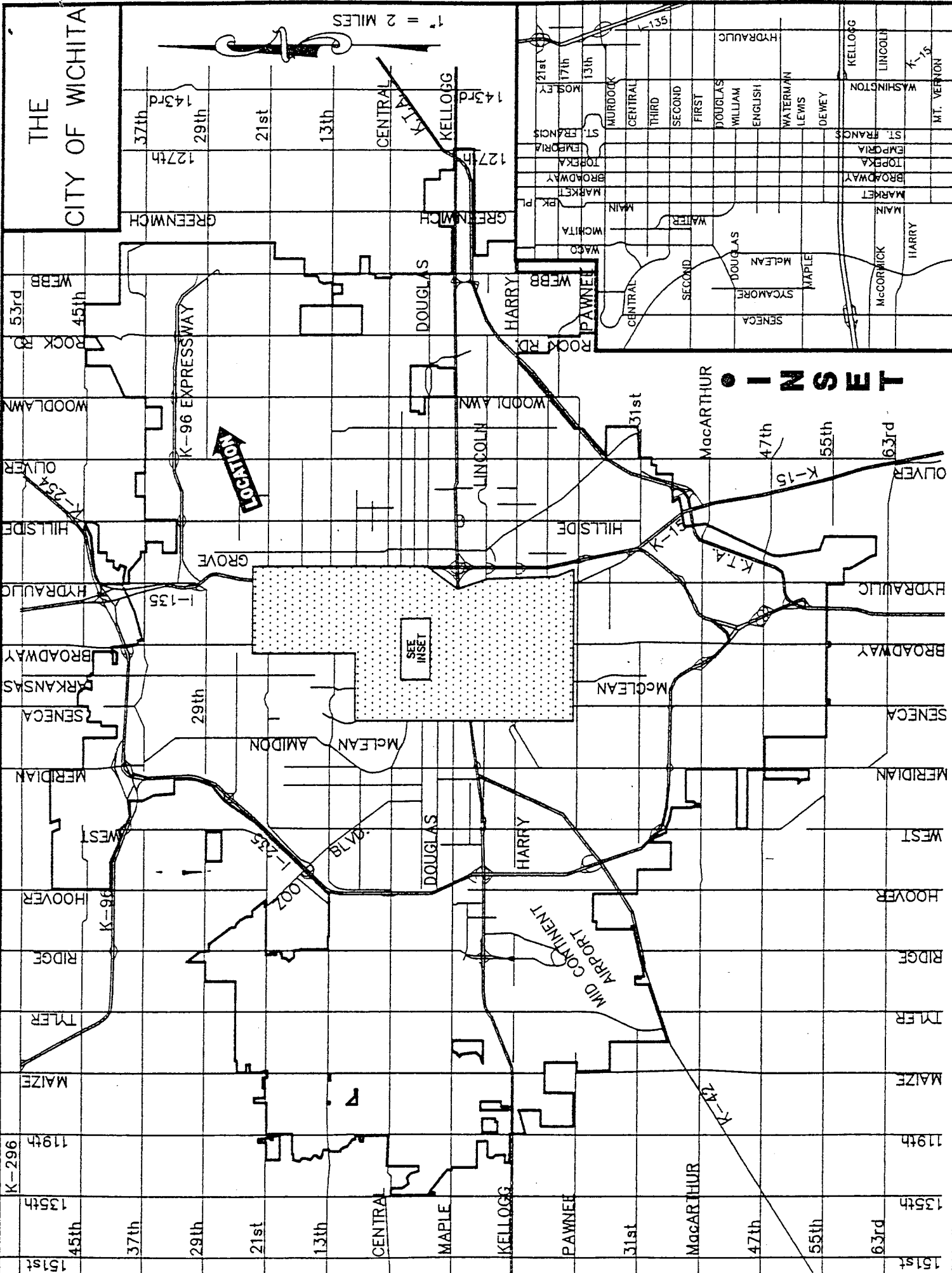
1" = 2 MILES

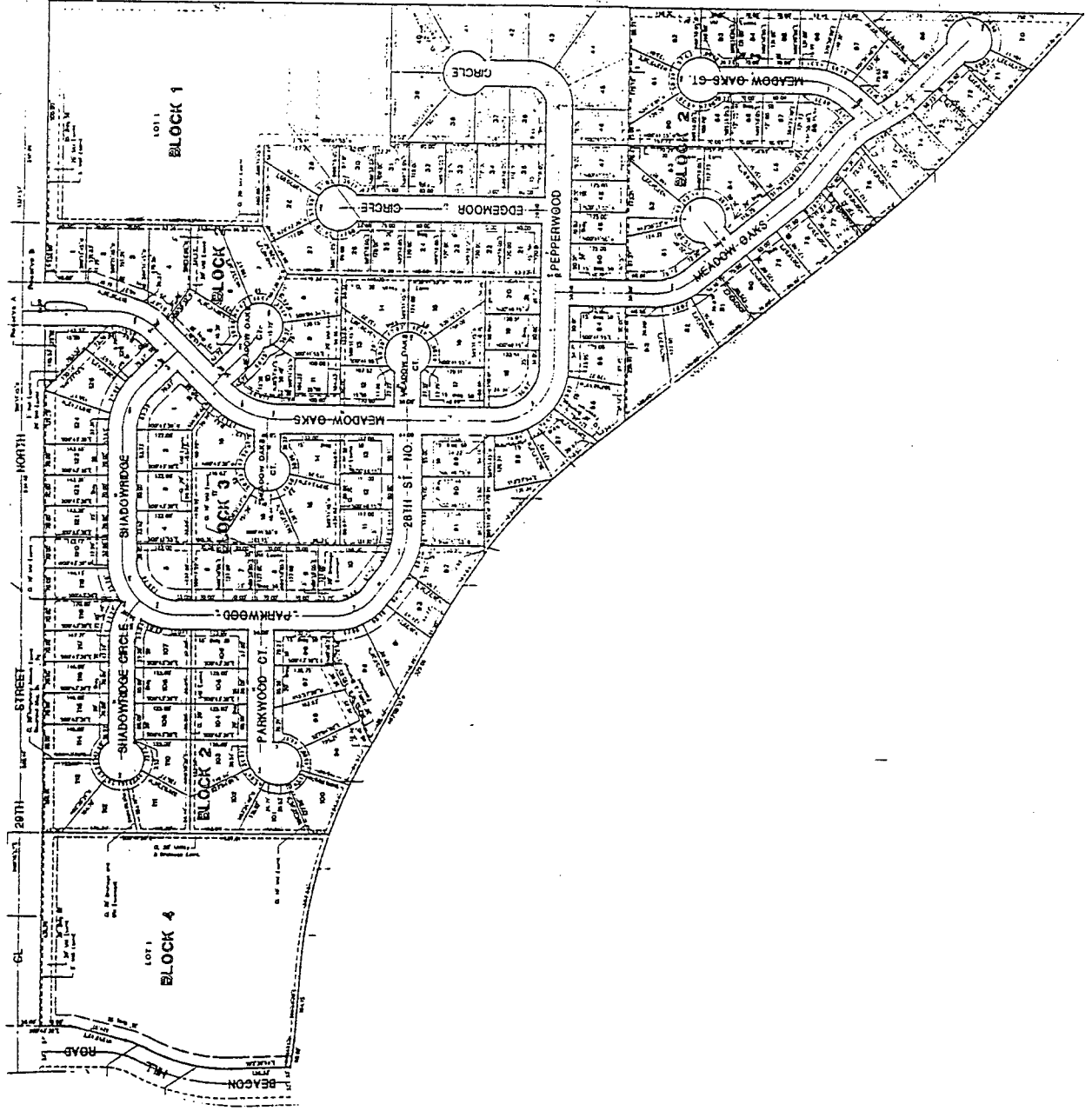


INSET

SEE INSET

LOCATION





AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

3-AH, INC.

Mathias F. Eck, President

and

East Wichita M.B Fellowship and the
Southern District Conference of the
Mennonite Brethren Churches

Gordon Bergman, Pastor

Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements to serve Beacon Hill Addition and an unplatted tract within the City Limits of the City of Wichita; and

WHEREAS, Parties of the Second Part are the landowners of part of the improvement district; and

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

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

WHEREAS, the Party of the First Part and Parties 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 the following described property is part of the improvement district for the for the City of Wichita Paving Project 472-81555, Index Code A40-246:

Beginning at the Northeast Corner of the Northwest Quarter of Section 1, Township 27 South, Range 1 East of the 6th P.M. Sedgwick County, Kansas; thence South to the Northerly line of Reserve A in The Courts II Addition; thence Northwesterly along the Northerly line of Reserve A to the East line of Beacon Hill Street; thence Northerly along the East line of said street to the North line of said Northwest Quarter; thence East to the point of beginning, except for the North 40 thereof for street right-of-way.

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

Lot 1, Block 1, Meadow Oaks Addition shall pay 26/191 of the total cost apportioned to the property described above.

Lots 1 through 126 inclusive, Block 2 and Lots 1 through 18 inclusive, Block 3 in Meadow Oaks Addition shall each pay 1/191 of the total cost apportioned to the property described above.

Lot 1, Block 4, Meadow Oaks Addition shall pay 21/191 of the total cost apportioned to the property described above.

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their right to appeal the special assessments for the above mentioned project (including this 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 therefor.


5. The Parties of the Second Part further agree that they 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 _____ day of _____, 1993.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:



Director of Law

Attest:

City Clerk

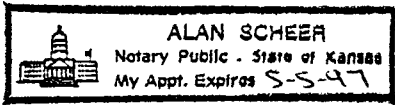
3-AH, INC. By

Mathias F. Eck
Mathias F. Eck, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 25 day of May, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came 3-AH, INC. by Mathias F. Eck, President personally known to me to be the same person who executed the forgoing 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.



Alan Scheer
Notary Public

My Appointment Expires:
May 5, 1997

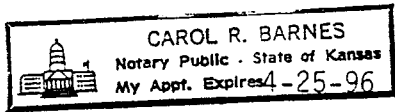
East Wichita M.B Fellowship and the
Southern District Conference of the
Mennonite Brethren Churches


Gordon Bergman
Gorden Bergman, Pastor

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10th day of June,
1993, before me, the undersigned, a Notary Public in and for the County and State
aforesaid, came East Wichita M.B. Fellowship and the Southern District Conference of the
Mennonite Brethren Churches by Gordon Bergman, Pastor personally known to me to be the
same person who executed the forgoing 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
Carol R. Barnes

My Appointment Expires:

April 25, 1996

Agenda Item No. _____

City of Wichita
City Council Meeting
June 18, 1996

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreements to Respread Special Assessments in Meadow Oaks Addition
(South of 29th, East of Oliver) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent



Recommendation: Approve the Agreements.

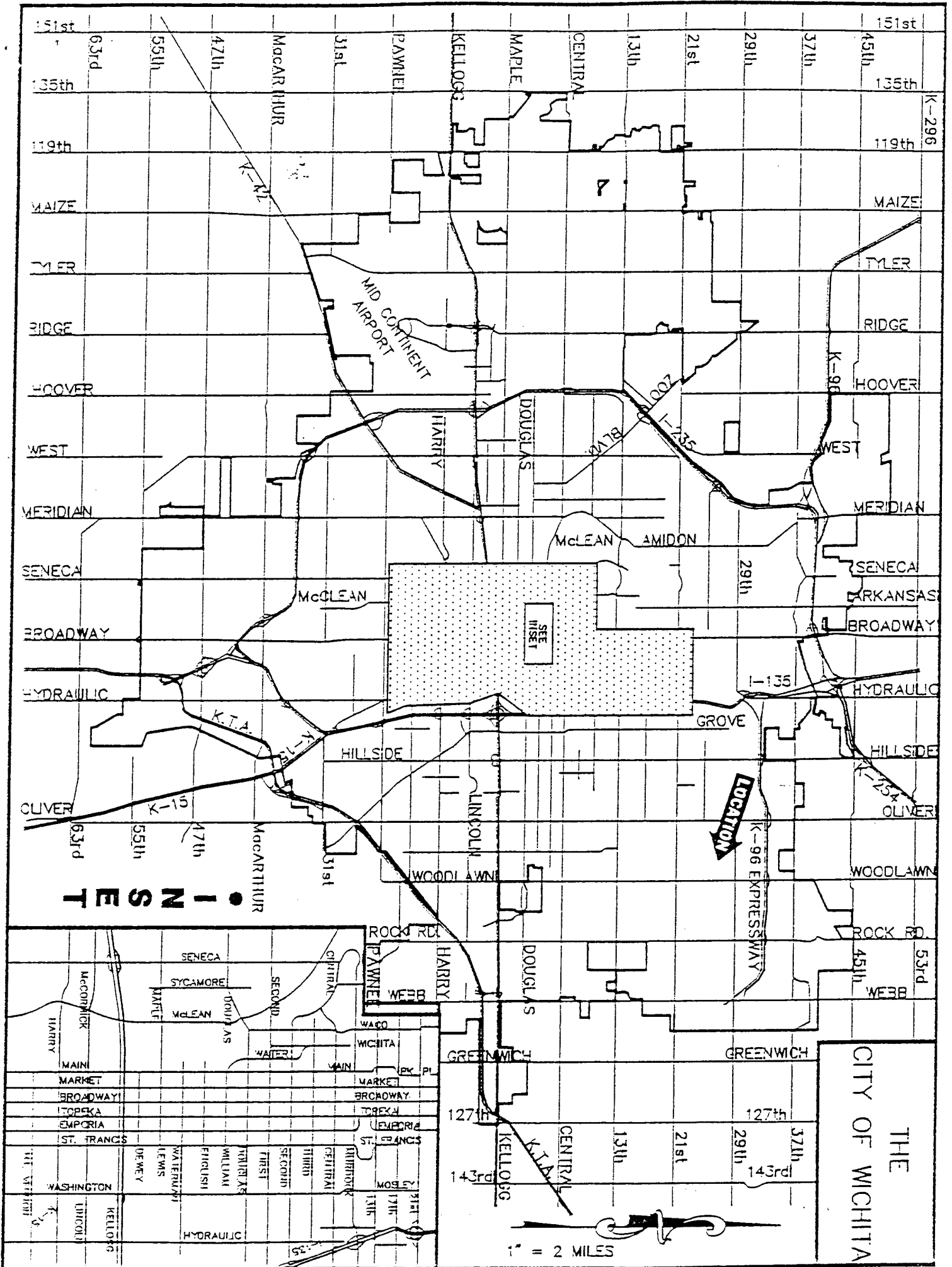
Background: The developer, 3AH, Inc. platted an addition called Meadow Oaks Addition, and has submitted Agreements to respread special assessments in the addition.

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

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreements have been approved as to form by the Law Department.

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

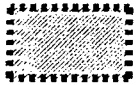
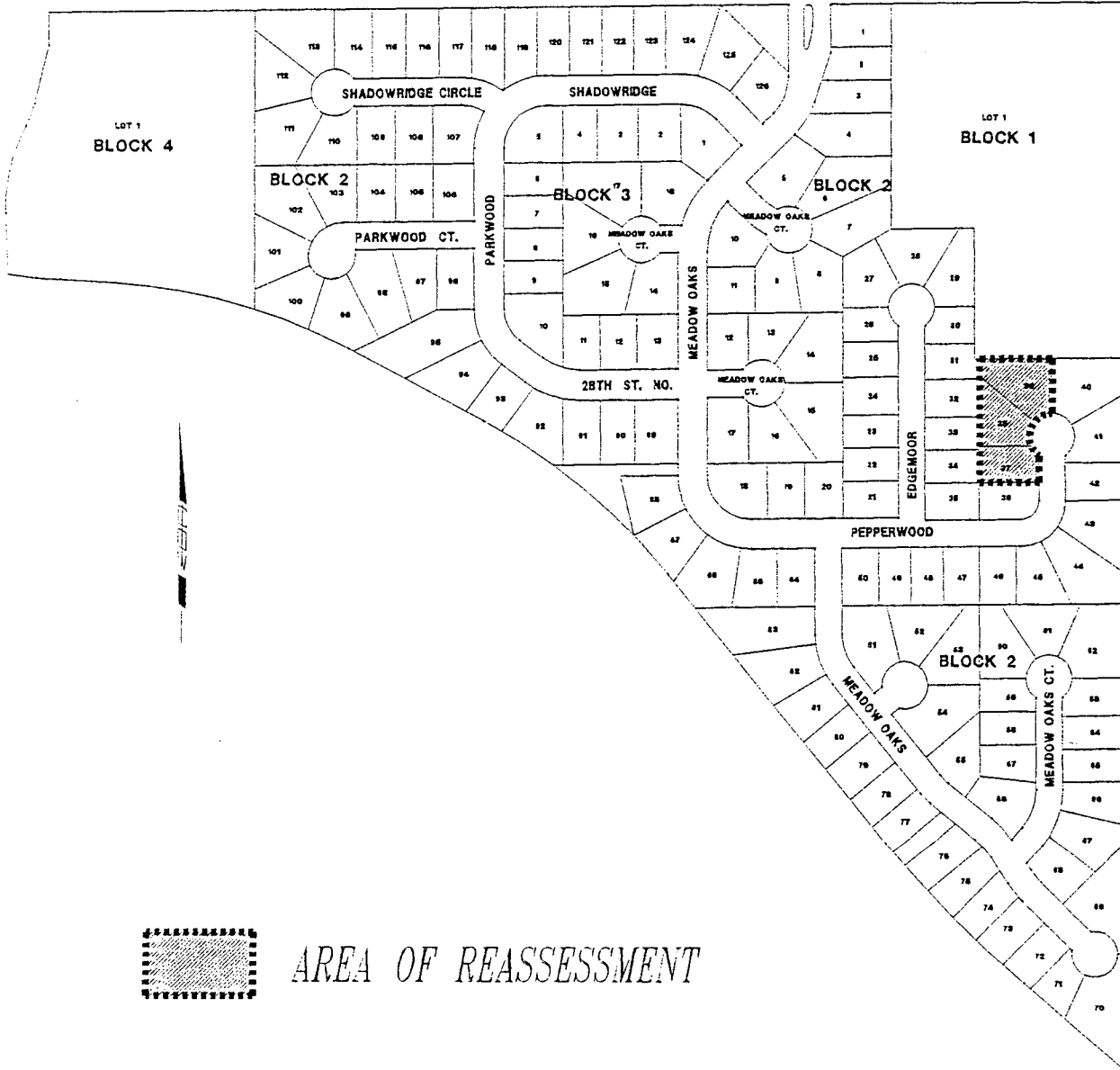


● IN SET

THE CITY OF WICHITA

1" = 2 MILES

29TH STREET NORTH



AREA OF REASSESSMENT

THE CITY OF WICHITA
OFFICE OF LAW DEPARTMENT

DATE: May 14, 1996

TO: Michael E. Lindebak, P.E., City Engineer
FROM: Douglas J. Moshier, Senior Assistant City Attorney
SUBJECT: Agreement for Respread Assessments

The attached Agreement for respreading assessments in Meadow Oaks Addition is approved as to form.



Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment

RECEIVED

MAY 15 1996

CITY - ENGINEERING

AGREEMENT

BY AND BETWEEN

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

and

3AH-Inc.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area between Woodlawn and Oliver, South of 29th Street North, within the City Limits of the City of Wichita; and

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

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

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 37, 38 and 39, Block 2, Meadow Oaks Addition

which were all part of the improvement district for the following City project(s):

Lateral 63, Main 5, Sanitary Sewer No. 23
Project Number: 468-82340

and also;

The South 279.41 feet of Lot 1, Block 4 and Lots 37 through 41, Block 2,
Meadow Oaks Addition

which were all part of the improvement district for the following City project(s):

Paving on Ridgewood and Beacon Hill Road
Project No. 472-81555

Said property was replatted as Meadow Oaks Third Addition.

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

The total assessment for Lateral 61, Main 5 SS #23 assessed to the above described properties shall be assessed on an equal share basis to each of the following lots:

MEADOW OAKS THIRD ADDITION

Lots 1 through 3, Block 1

The total assessment for paving on Ridgewood and Beacon Hill Road assessed to the above described properties shall be assessed on an equal share basis to each of the following lots:

MEADOW OAKS THIRD ADDITION

Lots 1 through 12, Block 1

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 assessment 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 10th

of JANUARY, 1996.

