

STAFF REPORT
(One-Step Final Plat)

CASE NUMBER: SUB 2001-127 - WOODLAND LAKES COMMUNITY CHURCH ADDITION

OWNER/APPLICANT: Woodland Lakes Community Church, Inc., 1526 E. Harry, Wichita, KS 67211-4541

SURVEYOR/ENGINEER: MKEC Engineering Consultants, Inc., 411 N. Webb Road, Wichita, KS 67206

LOCATION: North side of Lincoln, East side of Greenwich

SITE SIZE: 20 Acres

NUMBER OF LOTS

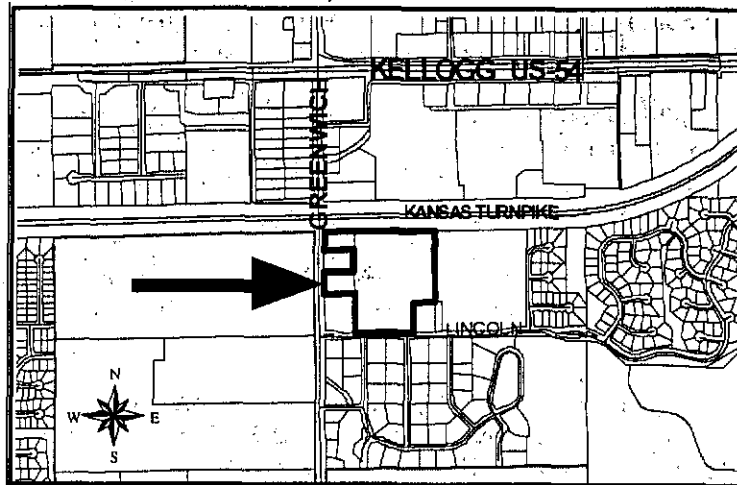
Residential:	1
Office:	
Commercial:	
Industrial:	
Total:	<u>1</u>

MINIMUM LOT AREA: 20 Acres

CURRENT ZONING: SF-5, Rural Residential; MF-18, Multi-Family Residential

PROPOSED ZONING: Same

VICINITY MAP



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Note: This is a replat of Lot 1, Block 1, Cedar View Addition to incorporate adjoining property to the west.

STAFF COMMENTS:

- A. Petitions have been submitted with Cedar View Addition for paving and sewer improvements. City/County Engineering needs to comment on the need for a respread agreement for special assessments due to the lot reconfiguration.
- 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. If any drainage will be directed onto I-35, a letter shall be provided from KDOT indicating their agreement to accept such drainage.
- D. Traffic Engineering needs to comment on the need for any improvements to perimeter streets.
- E. Traffic/County Engineering needs to comment on the access controls. The plat proposes two access openings along Greenwich. Distances should be shown for all segments of access control. Traffic Engineering has approved the south opening along Greenwich.
- F. The Applicant is advised that if platted, the building setback along Greenwich must be 35 feet to conform with the Zoning setback standard for County section line roads.
- G. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- H. The plat's text shall include language that a drainage plan has been developed for the plat and that all drainage easements, rights-of-way, or reserves shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and unobstructed to allow for the conveyance of stormwater.
- I. 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.)
- J. 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.
- K. 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 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

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- L. 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.
- M. 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.
- N. Perimeter closure computations shall be submitted with the final plat tracing.
- O. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.
- P. 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.
- Q. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat in digital format in AutoCAD. This will be used by the City and County GIS Department.

Woodland Lakes Community Church Addition

Parcel Closures

Project: 00031

COGO Revisions:

Date: Tuesday, April 16, 2002

COGO Project: none

Client: 586

Parcel name: FINAL PLAT BOUNDARY / LOT 1, BLOCK 1

Line Course: N 00-49-25.6 W Length: 387.527	North: 1681024.8329	East: 1686653.5415
Line Course: S 89-15-27.5 W Length: 297.004	North: 1681412.3199	East: 1686647.9700
Line Course: N 00-48-26.8 W Length: 222.890	North: 1681408.4718	East: 1686350.9909
Line Course: N 89-12-44.6 E Length: 296.818	North: 1681631.3397	East: 1686347.8499
Line Course: N 00-48-07.1 W Length: 215.051	North: 1681635.4197	East: 1686644.6399
Line Course: S 89-11-22.2 W Length: 296.920	North: 1681850.4496	East: 1686641.6299
Line Course: N 00-51-18.8 W Length: 179.297	North: 1681846.2496	East: 1686344.7396
Line Course: N 88-51-07.2 E Length: 297.005	North: 1682025.5266	East: 1686342.0635
Line Course: N 88-51-07.2 E Length: 800.617	North: 1682031.4771	East: 1686639.0088
Line Course: S 00-51-48.5 E Length: 710.725	North: 1682047.5175	East: 1687439.4651
Line Course: S 89-08-11.5 W Length: 200.000	North: 1681336.8732	East: 1687450.1757
Line Course: S 00-51-48.5 E Length: 300.000	North: 1681333.8593	East: 1687250.1984
Line Course: S 89-08-11.5 W Length: 601.246	North: 1681033.8933	East: 1687254.7193
	North: 1681024.8326	East: 1686653.5416

Perimeter: 4805.099 Area: 867,651. sq.ft. 19.91 acres

Mapcheck Closure - (Uses listed courses and chords)

Error Closure: 0.0003 Course: S 16-02-09.6 E

Error North: -0.00029 East: 0.00008

Precision 1: 16,017,000.000

DRAINAGE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14 day of December, 2001, by Pinkerton Family Loving Trust dated March 29, 1990 (collectively the "Owner").

WHEREAS, Owner owns a tract of land in the City of Wichita, Sedgwick County, Kansas, described as:

Beginning 850 feet North of the Southwest corner of the Northwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M.; thence East parallel with Kellogg Street, 347 feet; thence South parallel to the West line of said Section 215 feet; thence West parallel with Kellogg Street, 347 feet; thence North parallel with the West line of said Section, 215 feet to the place of beginning. (The Property)

WHEREAS, to help insure the orderly and efficient development of the adjoining land lying south and east of "the property". Owner desires to create this Agreement to provide for transporting storm water runoff as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Owner hereby states and declares as follows:

1. "The property" is hereby made subject to a perpetual nonexclusive easement across such land for the purpose of transporting storm water runoff. The exact location of such Easement on "the property" shall be established by the owner of "the property" and may be changed from time to time by such owner, provided that reasonable drainage is provided.
2. The declarations, covenants, and such undertakings made herein shall run with the land and shall be binding upon any subsequent owners of "the property" and their successors and assigns and shall be superior and paramount to the rights of each subsequent owner of aforesaid "the property".
3. Except as noted in Paragraph 1, this Easement shall not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of the owners at the time of rescission or modification.

IN WITNESS WHEREOF: The Owner has executed this Drainage Agreement the day and year first above written.

PINKERTON FAMILY LOVING TRUST

By: *Carolyn Pinkerton*
Trustee

STATE OF KANSAS)
) ss
SEDGWICK COUNTY)

Be it remembered that on this 14 day of December, 2001, before me a Notary Public in and for said State and County, came trustee of the Pinkerton Family Loving Trust, to me personally known to be the person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Gaylen S. Wagner
Notary Public

My appointment expires:

(Seal)

3-27-2003

