

THE CITY OF WICHITA
METROPOLITAN AREA PLANNING DEPARTMENT

DATE: January 31, 1989

TO: Jim Weber, Bureau of Public Services
FROM: Don Losew, Associate Planner *D.L.*
SUBJECT: Completion of requirements for the proposed plat of
S/D 87-66 Coliseum Park II Addition

All conditions of approval, established by the Planning Commission, have been complied with by the applicant for the above-captioned plat. We will, in the next few days, release the tracing to the platting engineer for forwarding to the County Clerk for scheduling before the County Commission. This plat will not be scheduled for review by the Wichita City Council since the property is located beyond 3-miles from Wichita's city limits.

Should you have any questions, please call me.

Don Losew
Junior Planner

DL:sm

cc: Mike Lindebak, City Engineer
Ron Worley, County Bureau of Public Works

THE CITY OF WICHITA

OFFICE OF WATER DEPARTMENT-SPECIAL SERVICES **DATE** December 1, 1988

TO Vickey Huang, Sub-Division Engineer

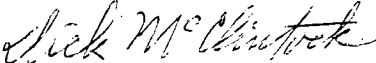
FROM Dick McClintock, Engineering Technician II

SUBJECT Preliminary Plat - Coliseum
 Park II - Item "A"

Rob Younkin asked that I forward to you the following and attached information relative to water service supply to the subject plat by Park City.

It appears to comply with section 8 of the water supply contract between the City of Wichita and Park City (copy attached) that a "contract amendment" would have to be executed on behalf of the City of Wichita by Park City. This would include such items as legal description of the area to be served, a projected figure on water use demand, among others. An agreement for supplying water to the proposed amusement park on 53rd St. N., between Hydraulic and Hillside, has been submitted to the Park City Council for approval and may be a guide for a similar agreement for this plat.

We should stress that under Item "A" it requires approval also by the City of Wichita.


Dick McClintock
Engineering Technician II

DM/b

attachment

cc: Rob Younkin, Civil Engineer III

water to the City of Park City if it is determined by the Kansas State Board of Health or by the Wichita-Sedgwick County Health Department that conditions exist which might lead to contamination of the public water supply and may continue to refuse such delivery of water to the City of Park City until such condition is remedied to the satisfaction of either said State Board or said Wichita-Sedgwick County Department.

SECTION 8: Service to Customers of Park City. The City of Park City agrees that water received from the City of Wichita shall not be sold to other incorporated cities, improvement districts, rural water districts, users outside the incorporated boundary of the City of Park City, ~~or any other similar users without the approval of the City of Wichita,~~ except that the City of Park City shall be allowed to continue service to those incorporated cities, improvement districts, rural water districts, and other customers outside the incorporated boundary of the City of Park City which are served by the City of Park City at the time this contract is signed.

It is anticipated that the needs of the City of Park City will not exceed the amounts of water shown in the Schedule of Projected Water Usage, Section 10 of this contract. Therefore, the City of Wichita agrees only to supply to the City of Park City those quantities of water which are specified in the Schedule. If water consumption in any year exceeds the amount projected for that year as shown in the Schedule, or if past consumption records indicate to the Wichita Water Department that consumption for any year will exceed the amount agreed to for that year, ~~said Department and the City of Park City shall reevaluate the Schedule.~~ Failure to agree upon a new Schedule accept-

able to both the City of Park City and the City of Wichita shall be cause for the termination of this contract.

The City of Park City agrees to have in effect for all of its customers a water conservation program. Said program must be approved by the City of Wichita prior to the delivery of water to the City of Park City, and any future changes to said program must be submitted to the City of Wichita for approval.

It is agreed that existing single-family dwellings which lie along the route of the Park City transmission line at the time of the execution of this contract can be served from said line; provided, however, that such water service will be established only for residential use and will be provided only to those residences designated in the set of plans and specifications of said line filed with the City of Wichita prior to construction. ~~The City of Park City agrees to provide service to no other establishment, or for any purpose other than residential use, along the transmission line, or any extension therefrom, outside the corporate limits of the City of Park City without the approval of the City of Wichita.~~

The City of Park City particularly agrees to abide by the provisions concerning what customers may be connected to the system originally and in the future. It is agreed that if any unauthorized customers are connected or permitted to be connected by the City of Park City's customers or the City of Park City itself, the City of Wichita shall give the City of Park City written notice of the breach of the terms of this contract and, if the City of Park City does not discontinue the act or acts constituting said breach within ten (10) days from the date of said notice, the City of Wichita may discontinue service to the City of Park City.

December 29, 1988

STAFF REPORT

(Final Plat; Preliminary Plat Approved 12/1/88)

CASE NUMBER: S/D 87-66 COLISEUM PARK II

OWNER/APPLICANT: Sedgwick County

SURVEYOR/ENGINEER: Booker/Freund Associates, Inc.

LOCATION: At the NW corner of 77th Street North and Hydraulic

SITE SIZE: 70.89 acres

NUMBER OF LOTS

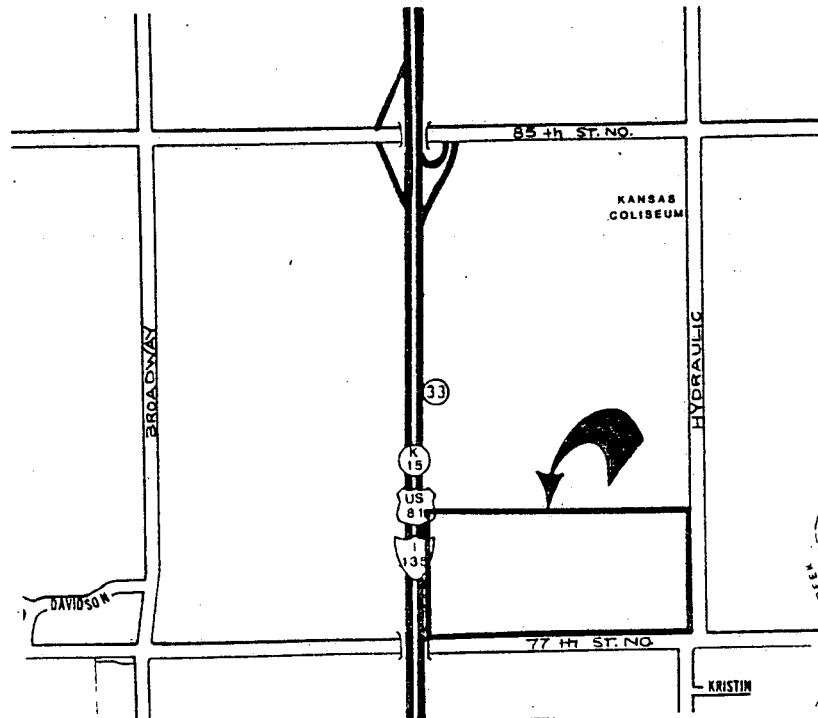
Residential:	
Office:	
Commercial:	1
Industrial:	
Total:	1

MINIMUM LOT AREA: 70.89 acres

CURRENT ZONING: "R" Rural Residential

PROPOSED ZONING: "C" Commercial (SCZ-0579)

VICINITY MAP:



STAFF COMMENTS:

NOTE: A county zone change chase (CSZ-0579) requesting "R" (rural residential) to "C" (Commercial) zoning has been approved subject to platting. Also, a conditional use case (CU-304), requesting permission to establish a pari-mutuel race track, has been approved subject to platting; and a special use permit (DR-87-1) to establish multi-purpose facilities for both indoor and outdoor uses including those uses originally established for the Kansas Coliseum, and including animal race tracks, has been approved subject to platting. All three cases require platting by April 1, 1989.

- A. Prior to the final plat being scheduled for City Council and County Commission review, copies of the agreements arranging for the provision of water and sanitary sewer services to this site shall be furnished for the plat file. Any agreement for water service requiring City of Wichita approval shall also be obtained and a copy provided for the plat file.
- B. The plattor's text shall be amended to also indicate the dedication of access control across the west line of the plat, to I-135.
- C. On the final plat tracing the phrase "As granted by the appropriate governing body" shall be deleted from those areas on the plat indicating access control except for four (4) openings.
- D. The applicant is advised that the County Commission signature block should be corrected on the final plat tracing so as to indicate the current Commissioner membership, Chairman, and Chairman Pro-tem as of the date this plat is scheduled for County Commission review.
- E. The applicant shall submit a copy of the instrument which establishes the Jayhawk Pipeline Easement on this property. The applicant's agent shall determine any setback requirements from the pipeline by researching the text of the pipeline agreement.
- 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.
- 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. 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 City Council.
- J. The representative from County Engineering should be prepared to comment on the status of the applicant's drainage Plan.

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 4

December 1, 1988

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 87-66 COLISEUM PARK II

OWNER/APPLICANT: Sedgwick County

SURVEYOR/ENGINEER: Booker/Freund Associates, Inc.

LOCATION: At the NW corner of 77th Street North and Hydraulic

SITE SIZE: 70.89 acres

NUMBER OF LOTS

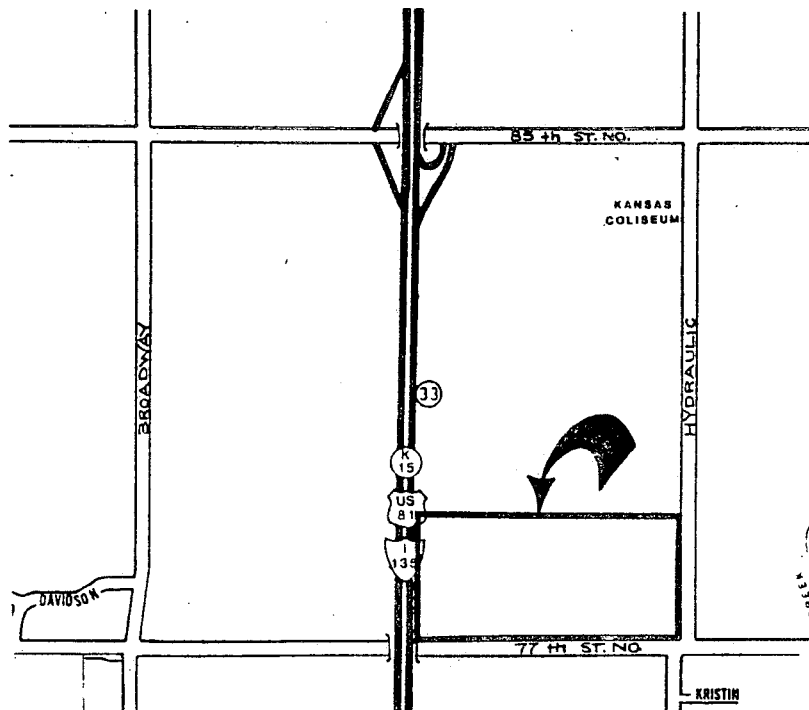
Residential:	
Office:	
Commercial:	1
Industrial:	
Total:	1

MINIMUM LOT AREA: 70.89 acres

CURRENT ZONING: "R" Rural Residential

PROPOSED ZONING: "C" Commercial (SCZ-0579)

VICINITY MAP:



STAFF COMMENTS:

NOTE: A county zone change case (CSZ-0579) requesting "R" (rural residential) to "C" (commercial) zoning has been approved subject to platting. Also, a conditional use case (CU-304), requesting permission to establish a pari-mutuel race track, has been approved subject to platting; and a special use permit (DR-87-1) to establish multi-purpose facilities for both indoor and outdoor uses including those uses originally established for the Kansas Coliseum, and including animal race tracks, has been approved subject to platting. All three cases require platting by April 1, 1989.

A. It is understood that municipal water and sanitary sewer to serve this lot will be made available from Park City. A letter shall be obtained from Park City stating that they are willing to serve the 80 acre commercially zoned lot and have capacity in their lines to do so, and that satisfactory financial guarantees have been arranged.

~~B.~~ The applicant shall guarantee any drainage improvements required by the platting of this property.

~~C.~~ Given the importance that the intersection of 77th Street North and Hydraulic will have as major carrier of traffic for the proposed uses in this lot and in order to provide efficient and safe ingress and egress to this commercial plat from the four openings permitted to Hydraulic and the two openings permitted to 77th Street North, the applicant shall guarantee the construction of continuous accel/decel lanes adjacent to the east and south lines of this plat.

D. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

E. The final plat shall state in the plattor's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.

~~F.~~ The platting of the minimum building pad elevation shall be noted on the face of the plat as well as in the plattor's text.

G. On the final plat the applicant shall grant complete access control to and from I-135, over and across the West line of this plat; complete access control over and across the south line of Reserve A; access control shall be granted across the remaining south line of this plat, exclusive of Reserve A, except for two (2) openings to be determined by the appropriate engineer; and access control to shall be granted over and across the east line of this plat except for four (4) openings to be determined by the appropriate engineer, all of which being granted to the "appropriate governing body".

- H. In order to assist title companies in determining if buildings constructed on this site observe the building setbacks required by the associated conditional use case, the final plat shall indicate the platting of building setbacks. For your information, approval conditions for the conditional use case state that buildings shall not be located within 100 feet of I-135 or within 35 feet of either Hydraulic of 77th Street.
- I. The final plat shall indicate dimensions for the street rights-of-way being dedicated by this plat.
- J. The applicant shall submit a copy of the instrument which establishes the Derby Pipeline Easement on this property. The applicant's agent shall determine any setback requirements from the pipeline by researching the text of the pipeline agreement. The final plat shall indicate the recording information for this pipeline.
- K. 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.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- 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. 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.
- O. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- P. The representative from County Engineering should be prepared to comment on the status of the applicant's drainage concept, and other conditions involved with this plat. Specifically, engineering needs to comment on; what guarantees and arrangements are being provided for the extension of water and sewer to this site, what highway and street improvements are involved for this site, ie. I-135 and 77th Street interchange, Hydraulic and 77th Street Intersection and perimeter improvements and again what guarantees and arrangements are being provided for these improvements, and are the access controls being requested adequate.

THE CITY OF WICHITA

OFFICE OF WATER DEPARTMENT-SPECIAL SERVICES **DATE** December 1, 1988

TO Vickey Huang, Sub-Division Engineer

FROM Dick McClintock, Engineering Technician II

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