

PLAT NO. S/D 76-74 MAP NO. 5950

NAME SYCAMORE VILLAGE SECOND ADDITION

LOCATION: N.W. Corner of 21st St. & Rock Road

ENGINEER Van Doren-Hazard-Stallings

OWNER Wichita Land Company

APPLICATION FILED 8-16-76

* SKETCH PLAT FILED none

* PRELIMINARY FILED none

S/D ACTION N/A

FINAL FILED 8-16-76

S/D ACTION 8-26-76 Approved

MAPC ACTION 9-2-76 Approved

BCC ACTION 12-21-76 Approved

RECORDED March 1, 1977

* REMARKS See Sycamore Village add for prelim sketch plat

*Posted
8-19-76
[Signature]*

ACTION

	DATE
S/D COMMITTEE (<i>office approved</i>)	<u>8-26-76</u>
M.A.P.C.	<u>9-2-76</u>
B.C.C./ B.C.C.	<u>12-21-76</u>

S/D 76-74 - LYCAMORE VILLAGE
SECOND ADDITION - generally
located at the N. W. corner of
21st St. and Rock Road, by Van
Doren-Hazard-Stallings.

Form 021

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Pibg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

77

DESCRIPTION	AMOUNT

Name _____

Address _____

Type _____ Due Date _____

Comments: _____

Date _____ by _____

90 76-74
DP-73 OK
B
3-7-77

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

SYCAMORE VILLAGE 2nd ADDITION was
filed for record on _____ March 1, 1977

Barney J. McCall

Register Of Deeds

T9-328



COMOTARA

**Sycamore Village
Homeowner's Manual**

KANSAS COUNTY
FOR RECORD AT
JUN 27 1977
3 35853
BETIE F. MCCART
REGISTER OF DEEDS

Original Compared
With Record

MM 251 (1) 1537

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WICHITA DEVELOPMENT COMPANY, a Delaware corporation ("WDC"), and the other persons whose signatures appear below, all of whom are hereinafter collectively referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as all of Sycamore Village Addition and all of Sycamore Village Second Addition to the City of Wichita, Sedgwick County, Kansas except Lot A and Lots 1 through 10 inclusive of Block 1, thereof; and

WHEREAS, there may be included within the Properties certain parks and Common Areas which are to be available for the common use and enjoyment of owners and residents of residential properties included within the Properties; and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property comprising the Properties to insure the proper maintenance and government of said Common Areas, and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of the Properties shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration; and

WHEREAS, there shall be established the Village Owners Association, consisting of the owners of residential and multiple residential lots or parcels of property included within the Properties. The Village Owners Association shall be hereinafter referred to as the "Association"; and

WHEREAS, WDC may, but shall not be required to, convey additional real property to the Association;

NOW, THEREFORE, Declarants hereby declare that all of the properties described above (hereinafter referred to as the "Properties") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

Section 2. Membership in the Association shall be mandatory for each owner of a single residential lot or of a parcel of property to be used for multiple residential purposes located within the Properties. Each of such land-owners is hereinafter referred to as an "Owner".

Section 3. Member shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot or parcel, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 4. The word "Lot" as used herein, shall mean a lot as set forth in any recorded plat within the Properties; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners as defined above of single residential Lots. Class A Members shall be entitled to two votes for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, all such persons shall be Members. The two votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, WDC shall be entitled to six votes for each single residential Lot of which it is the Owner.

Class B. Class B Members shall be the Owners of all parcels to be used for multiple residential purposes including the owners of condominium apartments. A Class B Member shall be entitled to one vote for each dwelling unit owned by the Class B Member. Class B Members owning vacant multiple residential parcels shall be entitled to a vote equal to that to which they would be entitled were said properties developed with the maximum number of dwelling units permitted under the approved plan of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. The Declarants hereby dedicate and convey to each Class A and Class B Member, a right and easement of enjoyment in and to the common areas described above, hereinafter collectively referred to as "Common Area", and WDC hereby covenants for itself, its successors and assigns that it will convey a fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, from time to time. The Association shall be responsible for payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement.

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

Section 3. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the development.

Section 4. The Common Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its Members which may be determined by the Association. Recreational facilities, including but not limited to clubhouses, swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items may be constructed in the Common Area by the Association or WDC if done in conformance with the Ordinances of the City of Wichita, Kansas. All residents of Sycamore Village and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association including the right to place limitations on the number of guests and the right to limit or exclude residents and their guests if such residents or the Members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 5. Notwithstanding any other provision of this Declaration, WDC reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. WDC also reserves the right to maintain a sales and rental office within the Common Area or within any clubhouse constructed thereon.

WDC, any assignee of WDC taking advantage of these privileges shall pay to the Association a reasonable charge for use and occupancy of it which shall be determined by the Association. The Association shall have the right to mortgage any part, parts or all of the Common Areas in connection with the borrowing of money in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All of the residential lots and multiple residential parcels of the Members of the Association located within and comprising the Properties shall be subject to an annual assessment charge to be paid by the respective Owners thereof, to the Association annually in advance on the 1st day of January, in each year, commencing with January 1 following occupancy of the first dwelling unit. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

Section 2. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. This sum so determined shall be divided by the total number of votes to which the Class A and Class B Members are entitled collectively, such fraction to be known as "assessment unit". The annual charge applicable to the Owner of each residential lot or multiple residential dwelling unit shall be computed by multiplying the "assessment unit" by the number of votes to which the Class A or Class B Member is entitled. Should

the Board of Directors of the Association at any time determine in its sole discretion that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Common Areas, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of clubhouses, swimming pools, tennis courts or similar recreational facilities located within the Common Area; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds, for constructing, purchasing, maintaining or operating any community service, for purchase of insurance, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property, for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is incorporated.

Section 4. All assessment charges which shall remain due and unpaid thirty (30) days after they are due, shall thereafter be subject to interest at the rate of eight percent (8%) per annum.

Section 5. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot or condominium apartment with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, parcels or apartments the owner (not including thereby the mortgagee as long as he is not the Owner) from time of acquiring title thereto shall be held to have covenanted and agreed to pay

to the Association, all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

Section 6. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot, parcel or apartment shall not affect the assessment lien. The sale or transfer of any Lot, parcel or apartment which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, parcel or apartment from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. By his acceptance of title each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

Section 8. Maximum Annual Assessment.

(a) The maximum annual assessment for the calendar year ending December 31, 1977, shall be \$60.00 per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is not more than 5% above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 1977, may be increased to an amount greater than that permitted by subsection (a) of this Section 8 only by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association (hereinafter called the "Board") may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 8.

Section 9. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IV

COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements; Lien. Each Owner (other than WDC) shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by

a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots or such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgewick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by WDC, its agents, assignees or successors. In the event WDC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Such plans and specifications shall be in such form and shall contain such information as may be required by WDC, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications. Upon approval by WDC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 4. Removal and Alteration of Structures; Lien. (a) If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by WDC pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from WDC, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or WDC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof

shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or WDC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property and (c) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of eight percent (8%) per annum shall be fully paid, the Association or WDC shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, an affidavit of Payment of Removal or Alteration Charges which Affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer to title examiner that the pre-existing lien has been fully and completely released and discharged.

(d) In the event of any transfer, sale or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 5. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, WDC shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 5 shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which WDC exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. Any agent of WDC or the Association may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither WDC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability. Neither WDC, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this Article V.

Section 1. Structures; Division of Lots; Utilities; Trailers; and Fences. Without the prior written approval of WDC:

- (1) No previously approved structure shall be used for any purpose other than that for which it was originally designed;
- (2) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (3) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained;
- (4) No boat, boat trailer, house trailer, camper, camper trailers or similar items shall be stored in the open on any Lot; and
- (5) No fence shall be erected on any Lot.

Section 2. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 3. Rights of City of Wichita. In the event that the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of

Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the Common Areas in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Areas. Should the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may within the twenty-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Section 4. Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association in its discretion may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement or marking of any rules and regulations adopted and administered pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 5. Animals. No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or

agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

Section 6. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

Section 7. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 8. No Storage; Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot or on any of the Common Areas, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 9. Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 10. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

Section 11. Motor Vehicles. No motor vehicles of any type other than maintenance vehicles shall be operated on any of the Common Area or the sidewalks and bicycle paths located in the Common Areas.

Section 12. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 13. Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 14. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

ARTICLE VII

ZONING AND SPECIFIC RESTRICTIONS

Section 1. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall be taken to govern and control.

ARTICLE VIII

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Residential Lots. The provisions of this Article shall relate solely to Lots zoned for residential purposes.

Section 2. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon on the Properties without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Association in its discretion: music, art and dancing classes and seamstress services.

Section 3. Model Homes and Real Estate Offices. All else herein notwithstanding, with the written approval of the Association, any Lot may be used for a model home or for a real estate office until all homes in the development are sold.

Section 4. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Association. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 5. Association Discretion. Notwithstanding any other provisions herein, the Association may authorize any Owner with respect to his Lot to:

- (1) temporarily use a single-family dwelling house for more than one (1) family;
- (2) locate structures other than the principal dwelling house within set-back areas; and
- (3) use structures other than the principal dwelling house for residence purposes on a temporary basis.

Section 6. Requirement to Plant Lawn and Trees, Shrubs or Bushes. As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes or trees on such Lot.

ARTICLE IX
ENFORCEMENT

Section 1. Enforcement. The Association, WDC, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now

or hereafter imposed by the provisions of this Declaration. Failure by the Association, WDC, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
ADDITIONAL LAND

Section 1. Additional Land. WDC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, including additional Common Areas, to the Properties, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, WDC, its successors or assigns, may annex such additional real property to the Properties in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XI
POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate. WDC shall have the right and power to assign and delegate to the Association or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority, contained in this Declaration.

ARTICLE XII
SEVERABILITY

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XIII
AMENDMENT

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owner(s) of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the Lots and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, or any other public office, instruments affecting real property located in Sedgwick County, Kansas as may hereafter be established.

ARTICLE XIV
REPEAL OF ALL PRIOR DECLARATIONS

* Section 1. Repeal of Amended Declaration. Upon the recording of this Declaration, the Declaration of Covenants, Conditions and Restrictions, dated as of January 26, 1976, recorded in the office of the Register of Deeds of Sedgwick County, Kansas, on March 10, 1976 at Film 180, page 1222, et. seq. as amended by an amendment dated May 28,

1976, recorded in the office of the Register of Deeds of Sedgwick County, Kansas, on June 16, 1976, on Film 195, page 854 et. seq. shall be repealed, superseded, and revoked in their entirety.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have executed this Declaration as of this 14th day of June, 1977.

WICHITA DEVELOPMENT COMPANY

By Alfred Schmit

"WDC"

ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

BE IT REMEMBERED, that on this 14 day of June, 1977, before me, a notary public within and for the county and state aforesaid, came Allen D. Sedwick, Vice President of Wichita Development Company, a Delaware corporation, who is personally known to me and known to me to be the same person who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the Vice President of Wichita Development Company, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the day, month and year last above written.

Ellen Joy Klein
Notary Public

My Commission Expires:

ELLEN JOY KLEIN
Notary Public, State of New York
No. 41-250893
Qualified in Deucas County
Commission Expires March 30, 1979

CONSENT OF MORTGAGE HOLDER

The undersigned, CITIBANK, N.A., with offices at 399 Park Avenue, New York, New York, being the holder of mortgages encumbering the real property described in the above and foregoing Amended Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Amended Declaration of Covenants, Conditions and Restrictions on said real property and to the recording of the same in the office of the Register of Deeds, Sedgwick County, Kansas.

Dated: 14 June, 1977

CITIBANK, N.A.

ATTEST: Michael F. Patton By Allen D. Sedwick

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

BE IT REMEMBERED, that on this 14 day of June, 1977, before me, the undersigned, a notary public duly commissioned in and for the county and state aforesaid, came Allen D. Sedwick and Michael F. Patton, who are each personally known to me and known to me to be the Vice President and Assistant Vice President respectively, of Citibank, N.A., and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and on behalf of and as the free and voluntary act and deed of said Citibank, N.A., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the day, month and year last above written.

Ellen Joy Klein
Notary Public

My Commission Expires:

ELLEN JOY KLEIN
Notary Public, State of New York
No. 41-250893
Qualified in Deucas County
Commission Expires March 30, 1979

For Clerk's Use Only

SUBPOENA

The State of Kansas }
Sedgwick County } etc Case Number 78C2972
THE STATE OF KANSAS

TO: Mr. Jack Galbraith
Metropolitan Area Planning Department
10th Floor City Hall
455 North Main
Wichita, Kansas

15⁰⁰ CK attached

Returned to Fort on
2/9/79

RECEIVED
FEB 9 12 05 PM '79
DISTRICT COURT
WICHITA, KANSAS
SEDRICK COUNTY

WE COMMAND YOU to be and appear in your own proper person before the Judge of Division No. 2, of the District Court of the County of Sedgwick, at the Court House in Wichita, County of Sedgwick, on the 9th day of February, 1979, at 9:00 o'clock A.M., of that day, then and there to testify on behalf of the plaintiff in a certain controversy now pending and undetermined in said court, wherein W.L. Stauffer is plaintiff and The City of Wichita defendant, and this do you in nowise omit under the penalty of the law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in Wichita, this 8th day of February, A. D. 1979.



DOROTHY I. VAN ARSDALE
Clerk

Richard _____ Atty. for Plaintiff

L Cheryl Schultze
Deputy Clerk

SHERIFF'S RETURN

Received this writ _____, 19____. Served the same by delivering a certified copy to each person named personally, at the times following, to-wit:

_____	19____	_____	19____
_____	19____	_____	19____
_____	19____	_____	19____
_____	19____	_____	19____

Served the same by leaving a copy thereof at the usual place of residence, at the times following, to-wit:

_____	19____	_____	19____
_____	19____	_____	19____
_____	19____	_____	19____

The following persons not found in Sedgwick County:

_____	19____	_____	19____
_____	19____	_____	19____

Serving first person \$	_____
Serving _____ copies	_____
Not found	_____
Mileage _____ at	_____
TOTAL \$	_____

SHERIFF

DEPUTY

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF LAW

DATE February 5, 1979



TO JACK GALBRAITH, CHIEF PLANNER
FROM H. R. KUHN, ASSISTANT CITY ATTORNEY

SUBJECT Stauffer vs. City of Wichita
(Sidewalk case) for Trial
Friday, February 9, 1979
9:00 o'clock a.m.

Jack, a copy of this memo is being sent to Robert Vinson and Dick Linn. As far as I know, we will be going to trial Friday morning and I would ask the three of you to be on a stand-by at that time. If we definitely get a Judge, I will call to let you know.

I am also enclosing a copy of a "Memorandum" which summarizes the law and facts that I have been able to assemble from the information on hand. I'd appreciate each one of you reviewing the proposed "memo" since it is my intention to introduce the original with the various exhibits attached to the Court at the time of trial.

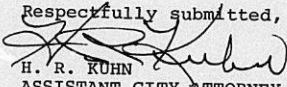
The additional information that we'll be needing and which we talked about at our last conference consists of the following:

- A. The dates of the permits which were issued to Stauffer on the lots in question as well as the dates of the Letters of Credit which were submitted by him; and
- B. The dates that the permits were issued on the lots in the upper right hand section of the plat wherein the letters of credit were not secured.

The ownership of said lots and the names to whom the permits were issued will be important.

I'd like to set up a supplemental conference with the three of you in the Planning Office -- maybe next Thursday afternoon -- so we can review these matters before going to Court Friday morning. What do you think?

Respectfully submitted,


H. R. KUHN
ASSISTANT CITY ATTORNEY

HRK:mb

Enclosures

cc: Robert Vinson - Public Works
Dick Linn, City Engineer
John Dekker, Director of Law

19, 1967, entered into by the City of Wichita and Sedgwick County implementing the provisions of the joint ordinance-resolution adopted by the City of Wichita and Sedgwick County referred to above.

5. Exhibit "E" constitutes the amended agreement between the City of Wichita and Sedgwick County which amended agreement is dated June 26, 1973 and supersedes the agreement attached as Exhibit "D".

6. On August 31, 1971 the City of Wichita adopted a sidewalk policy applicable to city areas or subdivisions, both developed and existing and new or to-be-developed. Said policy statement is based on the Subdivision Regulations (Exhibit "A"); a copy is attached hereto as Exhibit "F".

a) Minutes of the Wichita City Commission meeting reflecting the action taken are attached as Exhibit "G".

7. On September 13, 1977 the Wichita City Commission amended the policy statement of August 31, 1971 by suspending indefinitely the sidewalk petitions which had been filed in connection with several areas and subdivisions.

a) Exhibit "H" constitutes the amended statement.
b) Exhibit "I" constitutes the minutes of the Wichita City Commission meeting reflecting the action taken.

8. The sidewalk "petition" approach to securing neighborhood sidewalks is authorized under the state public improvement law (K.S.A. ^{13-1008a}12-6a01 et seq.) and is also authorized under the Subdivision Regulations (exhibit "A").

a) As to new subdivisions being developed, the City had been requiring both the performance guarantee (fiscal) and the owner's petition to assure the installation of the sidewalks required in connection with the approval of the plat of the subdivision. *Set Time*

i) The owner's petition was secured prior to the approval of the plat; and

ii) The performance guarantee (fiscal) was secured at the time of the issuance of the building permit.

9. Plaintiff's lots are located in Sycamore Village Second Addition to Wichita, Sedgwick County, Kansas. As a condition to securing approval of the proposed plat of said addition, the owner submitted an approved sidewalk plan and petitions for construction of sidewalks in accordance therewith. Plaintiff's lots are included in the plan which was submitted and approved.

- a) The plat of Sycamore Village Second Addition was approved by the M.A.P.C. on September 2, 1976 and the Board of City Commissioners of Wichita on December 21, 1976. It was filed of record by the owner in the office of the Register of Deeds of Sedgwick County on March 1, 1977.

10. Plaintiff's ownership of his lots in the subdivision arose subsequent to the platting and recording outlined above. The sidewalk requirements were of public record at the time:

- a) A certificate reflecting the sidewalk requirements applicable to the subdivision had been filed by the owner in the office of the Register of Deeds of Sedgwick County in connection with and at the time of the recording of the plat.

11. The letters of credit to which plaintiff refers were submitted by him at the time of his securing the building permits for residential construction on the several lots. The installation of sidewalks by the builder (plaintiff) is still required and the regulation governing the same is still in full force and effect.

THE CITY OF WICHITA
OFFICE OF DEPARTMENT OF LAW


DATE January 24, 1979

TO JACK GALBRAITH, CHIEF PLANNER
FROM H. R. KUHN, ASSISTANT CITY ATTORNEY
SUBJECT Sidewalk case

As I mentioned to you this morning, I have attempted to extract from the subdivision regulations those Sections which I think are pertinent to our sidewalk case pending in Court. I'm wondering if you would review the attached to see if there is something I've overlooked that you feel should be included.

Thanks for your help.

Respectfully submitted,


H. R. KUHN
ASSISTANT CITY ATTORNEY

HRK:Mb
Enclosure
cc: John Dekker



SUBDIVISION REGULATIONS OF THE
WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

ARTICLE 1

SHORT TITLE

1-101. These regulations shall be known and may be referred to as the Subdivision Regulations of The Wichita-Sedgwick County Metropolitan Area Planning Commission. Its short title shall be "MAPC Subdivision Regulations."

ARTICLE 2

INTENT AND PURPOSE

2-102. These Subdivision Regulations are designed and intended to serve the following purposes: to provide for the harmonious development of the City of Wichita and the unincorporated area of Sedgwick County; to provide for the proper location and width of streets, for building lines, open spaces, drainage, safety and recreational facilities, and for the avoidance of congestion of population; to provide for the minimum width, depth and area of lots; to specify the extent to which, or the manner in which roadways shall be graded and improved; and water, sewer and other utility mains and piping or connections or other physical improvements shall be installed; and to provide for and secure to the proper governing body, the actual construction of such physical improvements, and, to exercise the powers conferred by K.S.A. 12-705 and K.S.A. 19-2918.

3-104. Applicability. Any owner or owners of land subdividing the same into lots and blocks or tracts or parcels for the purpose of laying out any subdivision, suburban lots, building lots, tracts or parcels or establishing any street, alley or other property intended for public use or for the use of purchaser or owner of lots, tracts or parcels of land fronting on or adjacent thereto shall cause a subdivision plat to be made in accordance to these regulations unless exempted under Section 3-105.

PART 2. ADMINISTRATION AND ENFORCEMENT

3-201. Division of Responsibility. The administration of this regulations is vested in the following governmental branches, agencies or departments of the government of the City and County.

- (A) Wichita-Sedgwick County Metropolitan Area Planning Department;
- (B) Wichita-Sedgwick County Metropolitan Area Planning Commission;
- (C) Board of Commissioners of the City of Wichita;
- (D) Board of Commissioners of the County of Sedgwick and the Township Boards of Sedgwick County.

Each of the above-named governmental branches, agencies or departments shall have the responsibilities hereinafter set forth.

4-305. Submission to Governing Body. Before a final plat is recorded, it shall be submitted to the appropriate governing body for its acceptance of streets and other public ways, service and utility easements, and land dedicated for public use. When within a City, acceptance of such dedication shall be shown over the signature of the Mayor or any other City official duly authorized to act during the absence or disability of the Mayor and attested to by the City Clerk. When any portion of a final plat is located in the unincorporated area of Sedgwick County, it shall also be submitted to the Board of County Commissioners for acceptance of dedications. The failure of the governing body of the City or the Board of County Commissioners to execute an acceptance of dedications shown on any plat shall be deemed to be a refusal of the proposed dedications shown thereon.

4-601. No building permit, zoning certificate or occupancy certificate except those involving repairs, maintenance, continuation of an existing use or occupancy provided there is no expansion of floor area or use area (where there are no major structures involved) of more than 30 percent, shall be issued for a building or structure on any lot, tract or parcel of any subdivision that is subject to the provisions of these regulations until a copy of the recorded plat of subdivision is available for examination by the official charged with issuing building permits and/or zoning certificates. No such permits or certificates shall be issued until there has been compliance with all of the provisions of these regulations and conditions of plat approval.

8-103. Required Improvements. The subdivider of a proposed subdivision shall install, or provide for the installation of, the following facilities and improvements:

- (B) Sidewalks shall be required in accordance with the standards set by the appropriate engineer under the following conditions:

Urban

(1) On both sides of the street wherever urban streets are required except:

- (a) along streets with residential lots of 200 feet or more frontage or residential lots one acre or larger in average size; and
- (b) along streets adjacent to large non-pedestrian generating uses as may be determined by the Planning Commission (e.g., local streets along cemeteries); local streets along sand pits; streets along parks that are developed with walks and trails (e.g., Park Villa and Oak Park); and
- (c) where the lots have no direct access to the abutting street.

The sidewalk shall be guaranteed from curb to curb of intersecting streets rather than to property lines.

Sidewalks shall be constructed as near as possible to property lines rather than curb lines.

AMENDMENT OF February 28, 1978:

Amend 8-103(B)(1) Sidewalks by adding a (1)(d) to read:

- (d) In the City of Wichita in which instance the sidewalks shall be constructed in accordance with the adopted sidewalk policy of the governing body.

8-105. Agreement, Bond, Deposit and Petitions Guaranteeing Installation of Required Improvements. Except for monuments and underground wiring, one of the following methods shall be used by the subdivider to guarantee that improvements required by these regulations can or will be installed in accordance with approved plans and specifications.

- (2) Simultaneously with the execution of the agreement provided for in subparagraph (1) above, the owner and the subdivider of the land proposed to be subdivided shall furnish a corporate completion bond by a firm authorized to do business in Kansas with good and sufficient sureties thereon, or a cashier's check, escrow account, or irrevocable letter of credit in favor of the governing body, in the amount of the estimated cost as approved by the official responsible for setting and enforcing the applicable design and construction standards of the installation of the required improvements as aforesaid. Such financial guarantee shall be conditioned upon approval of the final plat and further conditioned upon the actual completion and installation of such required improvements within two (2) years from the date that the final plat is approved by the Planning Commission.

9-106. Construction of Improvements. No improvements shall be constructed nor shall any work preliminary thereto be done until such time as a final plat and the engineering drawings accompanying it shall have been approved and there shall have been compliance with all of the requirements relating to an agreement, bond and deposit specified in Section 8-105 of these regulations.

ARTICLE 10

APPEALS, WAIVERS AND VARIANCES

10-101. Appeals General. The subdivider of a proposed subdivision may appeal decisions made in the enforcement of these regulations by the Planning Department to either the Subdivision Committee or the Planning Commission; by the Subdivision Committee to the Planning Commission; by the Planning Commission to the Governing Body of the appropriate engineer for streets as established in Section 8-102 unless otherwise provided for in these regulations. Any such appeal shall provide a hearing de novo. In the event the governing body sustains the Planning Commission, the action of the Planning Commission shall be final, except as otherwise provided by law. If the governing body overrules the Planning Commission, the reasons therefor shall be reflected in writing or the minutes of the meeting.

10-103. Waiver of Required Improvements or Guarantees of Installation of Same. Any waiver of the required improvements may be by only the governing body on a showing that such improvement is technically not feasible.

MICROFILMED
FROM THE BEST
AVAILABLE COPY

THE CITY OF WICHITA
OFFICE OF DEPARTMENT OF LAW

DATE January 22, 1979

TO JACK GALBRAITH, PLANNING; DICK LINN, ENGINEERING;
ROBERT VINSON, PUBLIC WORKS
FROM H. R. KUHN, ASSISTANT CITY ATTORNEY
SUBJECT Stauffer vs. City of Wichita
(sidewalk case)

This is to confirm what I had previously told you,
i.e., that the above noted case has been continued for trial
to Friday, February 9, 1979 at 9 o'clock a.m.

Your cooperation is appreciated.

Respectfully submitted,


H. R. KUHN
ASSISTANT CITY ATTORNEY

HRK:mb
cc: John Dekker



along said S line to a point 1684.70 ft. E of the W line of said Sec. 6; thence southerly, parallel with the west line of said Sec. 6, a distance of 879.38 ft.; thence northwesterly 566.41 ft. to a point 1139.70 ft. E and 751.76 ft. S of the NW corner of said Sec. 6; thence northerly, parallel with the west line of said Sec. 6 a distance of 721.76 ft., to the S line of 29th St. No.; thence westerly, along said south line to the point of beginning. Generally located between Woodlawn and Rock Rd. and between 29th and 21st Sts. North.

- 23b. Case No. DP-73 - Wichita Land Company requests approval of a Residential Community Unit plan for: (See preceding Case Z-1707 for the legal description.)

GALBRAITH pointed out the area on the map and reviewed the following staff report:

Comments

1. As permitted under the Residential CUP provisions of the zoning ordinance, the applicant has submitted a preliminary residential development plan for review and recommendation by the Planning Commission. In order for the Planning Commission to recommend approval of a residential CUP, it must find specific evidence and facts showing that the proposed development plan meets the following conditions:
 - a. That the value of the buildings and the character of the property adjoining the area included in such plan will not be adversely affected.
 - b. That such plan is consistent with the intent and purpose of this Chapter (28.04.190.A.) to promote public health, safety, morals and general welfare.
 - c. That the buildings shall be used only for residential purposes and the usual accessory uses, such as automobile parking areas, garages and community activities, including churches; and provided that an "LC" district can be established through the regular channels.
 - d. That the average lot area per family contained in this site, exclusive of the area occupied by streets, shall be not less than the lot area per family required by the district in which the development is located.
2. This application represents phase two of the Comotara Residential development and encompasses the three quarter sections adjoining Phase I presently under construction. The plan proposes a residential development of townhouses, garden apartments, and single and two family units, the number of which will not exceed 5.6 dwelling units per net acre, or a total of 1,654 DU's for the entire tract. The applicants

have also requested that those portions of subject property which are presently zoned the "LC" Light Commercial District be changed to the "AA" single-family district inasmuch as the requested densities can be developed under "AA" single-family zoning. It should be noted that although the applicant has depicted both an elementary and senior high school site on the CUP for reference purposes, neither site is contained within the plat itself.

3. During the early discussions with the applicant's consultants, the primary issue has been the applicant's proposal to modify street and drainage standards as contained within the Subdivision Regulations that are presently required of developers in the City of Wichita. The Subdivision Regulations require all urban streets to be constructed with curb and gutter, that collector streets be constructed with 40 feet of paving to accommodate two 12-foot moving and two parking lanes; and that residential streets be constructed with 34 feet of paving for two 9-foot moving lanes and two parking lanes.

The applicants are proposing that no on-street parking be permitted on collector streets and that they be constructed as non curb and gutter sections with two 12-foot moving lanes, two 4-foot shoulders and that drainage be handled in open ditches (swales) by means of adjacent drainage easements rather than on public street dedications. Also proposed for residential streets (both loop and cul-de-sacs) are two moving lanes and parking permitted on one side only in 30 feet of paving.

Section 7-207 of the Subdivision Regulations permits the Planning Commission to approve planned unit developments which do not contain standard street, lot, and subdivision arrangements, provided that the departure from the standards of the regulations can be made without destroying the intent of the regulations. After several meetings with representatives of the applicants, the Director of Planning and Director of Public Works, have tentatively agreed that some modifications of street and drainage standards might be appropriate because of the densities proposed, the arrangement of parcels, the fact that there are no single-family lots that have direct access to collectors and that there will be a guarantee of three off-street parking spaces for each single and two-family unit. City staffs have expressed concern for there still being a need for on-street parking, the fact that short cul-de-sacs will probably have very few on-street parking spaces and that there will be continued maintenance problems with drainage ditches (swales) rather than curb and gutter streets and enforcement problems of parking violations on streets designed for parking on only one side.

The applicants have now agreed on the face of the CUP to submit homeowners association agreements which provide for drainage maintenance and they have also modified the plan to provide that short cul-de-sacs will be designed to the present standard permitting two parking lanes.

Although there has been general agreement with this street and drainage concept, it cannot be over-emphasized that final determination of street right-of-way and pavement widths and necessary widths for drainage easements will be resolved at the time of platting.

4. Another concern of the staff has been the designation of "privately owned deed restricted open space" proposed by the applicants for areas such as indicated on Parcels 10, 13 and 14. The intention appears to be to sell rather deep lots to individual homeowners with certain portions of the lots to be considered "open space" protected by restrictive covenants in order to preserve existing hedgerows and future landscaped area, including berms. The staff's initial position is that such common open space should be maintained in a uniform fashion by the homeowners association rather than having individual owners develop his own style of maintenance or non maintenance.

There is also confusion as to who is responsible for the maintenance and who benefits from all the open space areas, including Parcel 17. General Provision #9 sets out provisions for the maintenance of two of the open space areas. However, it is not clear if all owners of property within the CUP have the right to use open space areas under 9a that are privately owned by the multiple family owners of a given parcel. The applicant should be prepared to describe the open space areas and who is responsible for maintenance and also who has the right to use these areas. An explanation would also be helpful on who is responsible for Parcels 16 and 17.

5. It is also suggested that the existing silo sign referred to in General Provision #11 can be accommodated through approval of the CUP by the Planning Commission and Board of City Commissioners and no Board of Zoning Appeals action is required. However, the maintenance of the sign should be covered by the homeowners agreement.
6. Should the Planning Commission determine that a change of zoning is appropriate and find that the four conditions listed in comment #1 have been satisfied, the following are recommended conditions of approval:
 - a. Platting of subject property within one year from the date of approval by the City Commission; or the applications be considered denied and closed.
 - b. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for residential development and be binding upon the present owners, their successors and assigns, unless amended.

- c. The development of this property proceeding in accordance with the development plan as approved by the Planning Commission, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- d. Any major changes in this development plan being resubmitted to the Planning Commission and City Commission for their consideration.
- e. A sidewalk plan depicting the location of all private walks and sidewalks adjacent to public streets shall be submitted for approval at the time of platting.
- f. General Provision #7 should be expanded to provide assurance of maintenance for all designated open space areas, parking areas, community facilities, drainage channels and swales, and silo, silo signs and logos. Assurance of maintenance must be provided for all open space areas.
- g. The phrase "if variance is granted by Board of Zoning Appeals" shall be deleted from General Provision #13.
- h. General Provision #2 shall be expanded to include a net acre figure for the entire development in addition to the gross acre figure already listed.
- i. The text shall be amended to reflect that subject property is located in Range 2 East rather than Range 1 East.

GALBRAITH said that there were mixed feelings on the proposed reduction of street standards, especially for the open ditches adjacent to the proposed collectors rather than the standard curb and gutter section, however, the staff had to review the street sections proposed at the time of platting. He said it is unknown how much right-of-way will be needed adjacent to the collector streets to accommodate an open swale. He said it appears that open space is even more than the indicated 27%, and he recommended that the platting time be three years from the date of approval.

HENNESSY expressed concern for entrance to homes across the swale and GALBRAITH pointed out that there would be no individual single-family home that would have a driveway across the swale to a collector street, but that there would be driveways for multi-family townhouses and garden apartments.

HENNESSY wondered if this might be setting a precedent so far as variation of the Subdivision Regulations. GALBRAITH said the regulations do permit a deviation to the standards, but that it is only appropriate on large tract acreage developments where some control is assured by a homeowners association agreement. He said

Public Works staff generally does not think open ditches (swales) are desirable as there is a potential maintenance problem.

GALBRAITH said that as approved on the original phase of Comotara, there is a mixture of public and private sidewalks, some in open space areas and some on public streets, and an overall sidewalk plan will be submitted at the time of platting.

RISING asked if the Commission could require maintenance of the open space by the developer, and let the individual owners be responsible to the developer for such maintenance. LAKIN said it is likely that there would be several homeowners associations formed and responsibilities so far as maintenance of open space divided, but overall maintenance would be handled by one overall association. He explained further that as in any homeowners association so far as open space maintenance, the public would have the right of maintenance if neglected by the homeowners association and then costs would be charged back to the property. He said this is a standard provision in such agreements.

LAKIN pointed out further that this would be a deviation of the normal regulations, but that it is possible under the Subdivision Regulations where applicable to a large area being developed, but if someone wanted such deviation on 10 or 20 acres and without the ability to assure continued development of a total system, it would likely not be favorably considered.

With respect to street widths proposed, LAKIN said it is a different approach to the same standards, in that there would be the appropriate size moving lanes for the type of traffic volume and speed expected, but it would really be the elimination of constructing streets for parking rather than for the more functional and purpose of moving traffic. He suggested that it is quite expensive parking to provide 6 inches of concrete when such parking could be provided on driveways at a lesser standard.

RISING asked if there was a minimum acreage specified in the regulations for the type standards proposed in this case. LAKIN said there is not, but that it would have to be large enough to deal with, and that a quarter section of land could probably qualify.

HENNESSY asked how this standard compared with Crestview development and LAKIN answered that he thought the requirements were higher, because Crestview has two off-street spaces per lot but curbed and guttered streets.

SAVINA asked if the type of paving is specified. LAKIN responded that it is not specified as far as the staff is concerned, and that the developer can petition the city for either a concrete or asphalt standard.

HOWARD WEST, general manager of Comotara, stated that one of the main reasons they have brought in a new design innovation is an

attempt to control and reduce costs and special assessments. He reported that in the sales made thus far in the first addition, they have experienced a growing reluctance on the part of buyers with regard to specials. What they have proposed in this instance, he thought, is one way to reduce total housing costs and make better housing available to more people. In addition, the fees for association memberships will be reduced as they do enter into the ability to buy a suitable home in many cases, and they have tried to take both into consideration.

With regard to the first addition of Comotara, WEST said that of the first 136 lots platted, 124 have been sold to builders and there are now 49 houses either completed or under construction, so approval of this CUP is very important in order for them to maintain a continuing inventory of lots for development.

WEST also asked that the time for platting be extended to five years in view of the size of the property, although they have confidence that their development will move fast.

JOHN LUNDBLADE pointed out that on the face of the CUP it is proposed that the minimum lot size would be 8,500 square feet, and he asked that this be corrected to reflect a minimum size of 6,000 square feet. He stated that it is their plan to have some smaller lots for smaller homes in the area. LUNDBLADE pointed out also that a great deal of time and planning has been devoted to this project and that when developed it will be one that they will be very proud of.

ROGER WELLS, on behalf of the applicant, referred to the concern of some as to who is going to maintain the open space, especially that associated with the area proposed for single-family use. From a planning standpoint, he felt there were certain lots which ought to be larger, especially those backing up to major streets, and through the use of setback lines or through a homeowners association agreement they can be larger and still maintained. For instance, along Rock Road it is important that houses be kept back and they have provided for an area which could be termed open space, but actually the lots are only larger, and thus buffered from the street. WELLS said they plan to protect some of the existing hedge rows and that as a member of the association, any buyer of such a lot would have to agree to maintain such hedge row to the standards set by the association.

Further on the open space, WELLS noted that there are two types, one winding its way through the single-family area and it is mentioned in the CUP as being 19 acres. This would relate primarily to the single-family houses which would have direct access or abut the area, and maintenance of the open space will be covered in the homeowners association agreement covering the single-family areas. In this area also are two small ponds which residents of the single-family homes can enjoy and also maintain.

WELLS pointed out that the other open space is related to flood control and is adjacent to the proposed multiple family areas and will be enjoyed visually by everyone, but will be primarily utilized by those people living adjacent in the specific parcel. He said that if a multi-family developer buys a piece of land, he is buying not only to build, but as well, an integral part of the open space to be maintained by him.

WELLS felt that in the last ten years there has been an over zealous approach in establishing open space for people to take care of, which is costly, and should be more directly shared by those on the open space. He said that what they have proposed in this case has been shown to work quite successfully in many areas, and he as a planner thought it was the right thing to do in trying to provide housing without excessive burden to the buyer.

GALBRAITH said he did not disagree with the statements made on the maintenance of open space, but he did not think it was clear on the CUP, and suggested rewording to avoid any possible misunderstanding later on, if this concept is to be approved. He asked if all open space areas would be available for use by all the property owners, and WELLS answered that there would be private sidewalks for use by all.

GALBRAITH asked if all residents would have the right to enjoy the open space or just the right to walk on the sidewalk. WELLS replied that technically it would only be the right to use the sidewalk.

GALBRAITH asked if there would be a homeowners association agreement for each parcel proposed for multiple family uses, and WELLS said there would not necessarily be one, but that there could be. He continued that the constant layering of agreements is difficult to administer. He said they are trying to establish a simple system through modification of the standards to result in a straight forward way of handling open space. In further discussion of open space maintenance, WELLS indicated that failure to maintain the space could result in a lien against individual properties, but that the maintenance of the lakes would be covered in a homeowners association agreement. He said that in the single-family area, a buyer must become a member of the association.

In connection with the collector streets and swales thereon, LAKIN said that the Public Works Department had suggested that maintenance be the responsibility of the abutting property owners to maintain, either individually or through an association. WELLS said it would be the responsibility of individual owners for maintenance of the swales except where it crosses a road. WELLS pointed out that they have conferred with the various city departments several times to develop proof to show that in all good faith what is suggested is reasonable. He stated that, based on engineering facts and figures, in all probability it should work as well as the normal method and that it is not a destruction of the Subdivision Regulations.

GRAGG asked how much the developer felt was saved so far as cost. WELLS said it would depend on the type of lot and location, in that streets are not all the same width, some have curbs and gutter, and some have swales adjacent to the collector streets.

HENNESSY expressed some concern as to whether or not the ponds and swales proposed would adequately handle any flooding situation which might arise.

WELLS referred back to the question of savings, and reported that on a collector street it is estimated there would be a reduction in cost from \$46 per foot to \$33 per foot and maintenance cost would be reduced from \$5.10 per lineal foot to \$4.70.

GALBRAITH said that the Maintenance Division of Public Works is concerned for the proper maintenance of the swales, and that such maintenance would be assured by some type of homeowners association, but apparently that is not to be the case, and so for proper maintenance, the city might have to go to each complex or single-family home to see that such maintenance is properly done.

WEST spoke again to explain that the individual homeowners will be responsible for the swale adjacent to his property, but if he doesn't maintain it, then the association will take care of it and the association will assess the cost to the property.

As for the request for a minimum lot size of 6,000 square feet, GALBRAITH said he would not disagree with that request as long as the number of single-family lots is not increased. He still recommended only three years platting time and allowance of extensions, if necessary, rather than the five year period as requested.

GRAGG was concerned that if swales are allowed in this case, it would lead to numerous other such requests by other developers.

LAKIN indicated that swales should only be used in development of considerable land and that it would be a matter of being able to guarantee performance. He stated that it apparently has worked in other parts of the country, but that there are pros and cons, and there is a situation of a similar nature in Eastborough and Benjamin Hills area.

No one appeared in opposition.

MOTION: That the Planning Commission recommend to the City Commission that Z-1707 be approved, and that associated DP-73 be approved, subject to a. through i. as shown in the staff report, and also subject to changing the platting time from one year to three years, amending the minimum lot area for single-family homes to 6,000 square feet, and clarifying the responsibility for maintenance of the various

open space areas. Rising moved, Savina seconded and it carried unanimously. Gardenhire, Bayouth and Hopper were absent.

Deferred by Planning Commission

- 24a. Case No. Z-1700 - Myrtle A. Rogers, et al. request change from "AA" and "E" to "LC"; and
- 24b. Case No. DP-71 - Myrtle A. Rogers, et al. request approval of a Community Unit Plan for Towne West Square for the following area:

Beginning 50 feet south and 1,358 feet west of the NE corner of the NE 1/4 of Sec. 26, Twp. 27S, RLW of the 6th P.M., Sedgwick County, Kansas, thence south parallel with the east line of said NE 1/4 to a point on the north line of the south one-half of the NE 1/4 of said Sec. 26, thence west on the north line of said south 1/2 of NE 1/4 of Sec. 26 a distance of 4.82 ft; thence south parallel with the east line of said NE 1/4 a distance of 40 ft. to the NE corner of Lot 1, in L&S Addition, Wichita, Sedgwick County, Kansas; thence south along the east line of L&S Addition and the east line of Westwind Addition to Wichita, Kansas, to the SE corner of Lot 2, Westwind Addition; thence west along the south line of said Lot 2 to the SW corner of said Lot 2; thence south along the west line of Lot 3, in Westwind Addition to the SW corner of said Lot 3; thence east along the south line of said Lot 3 to the west line of the 16-foot utility easement as dedicated in said Westwind Addition; thence south parallel with the extended east line of Westwind Addition to the north line of U. S. Highway #54 as condemned in District Court Case No. A-38302; thence west along said north line of U.S. Highway #54 to the east line of Young Avenue as platted in Homer R. Mosley Addition to Wichita, Sedgwick County, Kansas; thence north along said east line of Young Avenue to the intersection with the south line of the 20-foot east and west alley as platted in Homer R. Mosley Second Addition to Wichita, Sedgwick County, Kansas; thence east along said alley to the SW corner of Lot 1, L&S Addition to Wichita, Sedgwick County, Kansas; thence north along west line of said Lot 1, a distance of 592.11 feet; thence west parallel with the north line of said Lot 1, a distance of 100 feet to the farthest west line of said Lot 1; thence south along said west line extended south, a distance of 20 ft. to the north line of Taft St. as platted in Homer R. Mosley Add. to Wichita, Sedgwick County, Kansas; thence west along the north line of said Taft St. to the west line of said Homer R. Mosley Add.; thence south along said west line to the SE corner of Lot 7, Jenkins Fourth Addition to Wichita, Kansas; thence west along the south line of Lots 7 and 6 to the SW corner of Lot 6 in said Jenkins Fourth Add.; thence northwesterly at the SE corner of Lot 4, Plumb Add.; thence north along the east line of Lots 4, 3 and 2 in said Plumb Add. to a point 100 ft. north of the SE corner of

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 76-74 Name SYCAMORE VILLAGE SECOND ADDITION
Application & Sketch Filed: 8-16-76
Preliminary Plat Filed: N/A Approved by S/D: N/A
Final Plat Filed: 8-16-76 Approved by S/D: 8-26-76
Approved by Metropolitan Area Planning Commission: 9-2-76

DESCRIPTION

General Location: Northwest corner of 21st and Rock Road

Surveyor or Engineer: VanDoren, Hazard, Stallings
Owner: Wichita Land Company
Address: 2500 Claiborn Circle 67226

1. Gross Acreage of Plat <u>46.49</u>	6. Access Control	
2. Number of Lots:	St. <u>21st Street</u>	No. Openings <u>0</u>
Residential <u>110</u>	St. <u>Rock Road</u>	No. Openings <u>0</u>
Commercial _____	St. _____	No. Openings _____
Industrial _____	7. Req'd Improvements	
Other _____	St. Paving <u>x</u>	Water _____
Total Number of Lots: <u>110</u>	Sidewalk <u>x</u>	Drainage _____
3. Minimum Lot Area: <u>0.20</u> Acres	Sewer <u>x</u>	Other _____
4. Existing Zoning <u>"2A"</u>		
5. Special Problems Discussed <u>None</u>		

Valid petitions have been submitted guaranteeing the construction of sidewalks adjacent to all streets, paving of all streets, and extension of sanitary sewer to serve all lots. A certificate has been submitted certifying the petitions.

Planning Commission Recommendation:

That this plat be approved subject to recording of the plat within 30 days after approval by the Board of City Commissioners. Bayouth moved, Kamen seconded and it carried unanimously.

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

City of Wichita)
Sedgwick County) ss
State of Kansas)

I, Wichita Land Company, owner and plat-
tor of Sycamore Village Second Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Paving (all streets)
2. Sanitary Sewer (all lots)
3. Water Mains
4. Sidewalks (as per sidewalk plan)
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for im-
provements, lots within Sycamore Village Second Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 13 day of Dec, 1926

Philip M. Snodgrass

City of Wichita)
Sedgwick County) ss
State of Kansas)

Be it remembered that on this 13th day of December,
1926, before me, a notary public in and for said County and State,
came Philip M. Snodgrass, to me personally
known to be the same person who executed the fore-going instrument
of writing and duly acknowledged the execution of same.

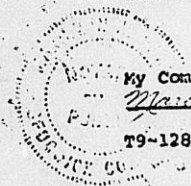
In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

Marshall J. Farr
Notary Public

My Commission Expires:

March 20, 1928

T9-128



September 3, 1976

Vandoren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: S/D 76-74 - Final Plat of
SYCAMORE VILLAGE SECOND
ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on September 2, 1976, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of August 27, 1976.

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. Compliance with the requirements of the Metropolitan Area Planning Commission.
- 10-12 Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Certification by an attorney that fee title is vested in the platlor.
3. Certification that all taxes due and payable for 1975 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Wichita Land Company, 2500 Claiborn Circle 67226
Dean Sellers, Assistant City Engineer

August 27, 1976

Van Doren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: S/D 76-74 - Final plat of
SYCAMORE VILLAGE SECOND
ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 26, 1976, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The easement on the south side of Lot 14, Block 10 (Northwest corner of 21st and Rock Road) shall be labeled and dimensioned.
- B. The 10-foot (more or less) strip of land on the south side of Lot 13, Block 10, shall be added to the 20-foot utility easement.
- C. The applicants and/or their engineer shall contact M. S. Mitchell of the Flood Control office relative to clarification of drainage and utility easements indicated along the street rights-of-way and regarding some of the dimensions indicated on the plat.
- D. Utility easements as indicated on the marked "engineers copy" of the final plat, shall be indicated on the plat tracing.
- E. The applicant shall submit new petitions for water, sanitary sewer, sidewalks and street paving. ^{OK} _{OK}
- F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

*note: need revised sidewalk plan or more petitions
for sidewalks. Need sidewalk petitions for: 1. S. side of Bainbridge
2. Longwood Cir.
3. Longwood Ct.
4. 22nd St. both sides
5. Kinsland Rd. both sides*

also need certificate!

S/D 76-74
August 27, 1976
Page 2

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, September 2, 1976, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Planning Analyst

LO:rme
Encl.

cc: Wichita Land Company
2500 Claiborn Circle
67226

Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-74 Name SYCAMORE VILLAGE SECOND ADDITION
Date Application Rec'd. 8-16-76 Preliminary Approval _____
Scheduled S/D Meeting 8-26-76

DESCRIPTION

General Location Northwest corner of 21st Street and Rock Road

Owner Wichita Land Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 North Rock Road, Suite 250 Phone 686-7303

1. Gross Acreage of Plat 46.49
2. Number of Lots:
 - Residential 110
 - Commercial _____
 - Industrial _____
 - Other _____
 - Total Number of Lots 110
3. Minimum Lot Frontage 45.88 ft.
4. Minimum Lot Area 8925.10 sq. ft.
5. Existing Zoning AA
6. Proposed Zoning AA
7. Lineal Feet of New Streets:
 - a. _____ R/W _____ ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL _____ None _____ ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita X : Three-Mile Area _____

STAFF COMMENTS:

NOTE: Sycamore Village Second Addition is a replat of a portion of Sycamore Village Addition. This replat reduces the number of lots from 133 to 110. The subject area corresponds to Parcel 13 of the C.U.P. which was approved for single family detached dwellings. The streets remain the same as in Sycamore Village Addition but some of the easements have been altered.

- A. The utility advisory committee members shall be prepared to comment on the easements as shown on this plat and the need, if any, for additional easements.
- B. Petitions are already on file for guaranteeing the paving of all streets shown on this plat and for extending sanitary sewer and city water to serve all lots.
- C. Petitions are on file for guaranteeing construction of sidewalks in this area according to the approved sidewalk plan.
- D. The easement on the south side of Lot 14, Block 10 (Northwest corner of 21st and Rock Road) shall be labeled and dimensioned.
- E. The 10-foot (more or less) strip of land on the south side of Lot 13, Block 10, shall be added to the 20-foot utility easement.
- F. The "25 foot drainage, sidewalk and utility easement" along the north and south sides of 22nd Street North shall be labeled at several points in addition to the two existing labels.
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

THE CITY OF WICHITA
OFFICE OF DEPARTMENT OF LAW

DATE January 4, 1979

JACK H. GALBRAITH, CHIEF PLANNER; DICK LINN, ENGINEERING
TO ROBERT VINSON, ADMINISTRATION (PUBLIC WORKS)

FROM H. R. KUHN, ASSISTANT CITY ATTORNEY

SUBJECT Injunction suit -- sidewalks --
Stauffer vs. City of Wichita

The above noted injunction case has been set for trial to the Court at 9:00 o'clock a.m. on January 17, 1979. Counsel for the plaintiffs have requested of the Court that we furnish the following information and documents in our files:

- Copy of
Card sent
to CID*
- A. Any written instructions or directions to Central Inspection requiring the posting of a letter of credit, cash deposit or similar guarantee for the installation of sidewalks as a condition of securing a building permit in Sycamore Village Second Addition. (They particularly request the direction which was in effect prior to March 1, 1978 and any revision since that time).
 - B. Copies of any policies of the City Commission upon which the written directives or instructions are based.
 - C. Copies of the Minutes of the meeting where the policy or policies were adopted (verbatim transcripts not required). Any modification of the sidewalk "policies".
 - D. The "Policy" or "Directive" in effect as of the following dates:
 - 1. September 2, 1976 (date plat was approved by the Metropolitan Area Planning Commission)
 - 2. December 21, 1976 (date plat was approved by City Commission)
 - 3. March 1, 1977 (date plat filed with Register of Deeds)
 - 4. March 1, 1978 (date first letter of credit required from Walt Stauffer on sidewalk guarantee)
 - 5. December 15, 1978, (date estoppel petition submitted to prohibit sidewalks in Sycamore Village Second Addition to Wichita, Sedgwick County, Kansas.



JACK H. GALBRAITH, CHIEF PLANNER
DICK LINN, ENGINEERING
ROBERT VINSON, ADMINISTRATION
January 4, 1979
Page 2.

- E. Copies of Petitions for sidewalks in Sycamore Village Second Addition which were submitted at the time the plat was approved. *At
Syc*
- F. Copies of all letters from MAPC setting our requirement of MAPC to be met prior to approval of plat of Sycamore Village Second Addition to Wichita, Sedgwick County, Kansas.
- G. Copies of any petitions requesting sidewalks in Sycamore Village Second Addition filed with the city after September 13, 1977, if any. *There are none, plat recorded
6 months prior*
- H. Copies of the minutes of the meeting where CUP for area including Sycamore Village Second Addition were considered by MAPC or any of its committees, sub-committees, or the Wichita City Commission.

The Department of Law would appreciate your assembling the above information since the documents involved are precisely what we would be needing anyway to properly present this case to the Court. I have previously indicated to both Mr. Vinson and to Jack Galbraith that in order to save time, I will be happy to meet with the three of you at your offices at a time convenient to all three of you so that we can properly prepare the case for trial.

If any one of you has any question, I'll be pleased to hear from you.

Respectfully submitted,

H. R. Kuhn
H. R. KUHN
ASSISTANT CITY ATTORNEY

HRK:mb
cc: John Dekker

96

THE CITY OF WICHITA
OFFICE OF Planning Dept.

DATE December 27 1978



TO Mr. Jack Galbraith
FROM H. R. Kuhn

SUBJECT W. L. Stauffer vs. The City
of Wichita.

Dear Jack:

I am enclosing a copy of the Pleadings which were filed
by Stauffer in connection with the "Sidewalk" case. The case is
being set over to Wednesday January 17, 1979 at 9:00 A.M.

Thank you for your help.

Yours very truly,

H. R. Kuhn
H. R. Kuhn

HFK:ir
encl.

3/77

Forms 1 and 2

For Clerk's Use Only

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS

RECEIVED
DEC 11 11 35 AM '78

RECEIVED
OFFICE OF CITY CLERK
DEC 11 1978
 DG DR
 Agenda JE
 File

W.L. STAUFFER

DISTRICT COURT
SEDGWICK COUNTY, KS

THE CITY OF WICHITA

78C 2972

Case No. 78C 2972
PURSUANT TO CHAPTER 60
KANSAS STATUTES ANNOTATED

Plaintiff
vs.
Defendant
SUMMONS

PLEASE SERVE DEFENDANT THROUGH: THE CITY CLERK
City of Wichita, Kansas
SEDGWICK

You are hereby summoned to defend an action brought in the District Court of _____ County, and required to serve upon Richard V. Foote, plaintiff's attorney, whose address is 301 No. Market, Wichita Kansas 67202, a pleading to the petition which is herewith served upon you, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. Your pleading also must be filed with the District Court of SEDGWICK County. As provided in K.S.A. 1975 Supp. 60-213 (a), as amended, your answer must state as a counterclaim any related claim which you may have against the plaintiff, or you will thereafter be barred from making such claim in any other action.

DOROTHY I. VAN ARSDALE
Clerk of said District Court

By Lorene Schutte
Deputy Clerk

(Spot of the Court)
Dated: DEC 11 1978

RETURN ON SERVICE OF SUMMONS

I hereby certify that I received the foregoing summons at _____ o'clock _____ M. on the _____ day of _____, 19____, and I served the same in the following manner:

(1) By delivering on the _____ day of _____, 19____, a copy of the summons, copy of the petition, and copy of _____ to each of the within-named defendants _____

(2) By leaving on the _____ day of _____, 19____, for each of the within-named defendants _____

A copy of the summons, a copy of the petition, and _____ at the respective dwelling place or usual place of abode of said defendants with some person of his or her family of suitable age and discretion.

(3) Corporate or Partnership Return: On the _____ day of _____, 19____, by _____

(4) After diligent search and inquiry was unable to find the within-named defendant _____ on the _____ day of _____, 19____. All done in _____ County, Kansas.

Sheriff (Marshal) of _____ County, Kansas

By _____ Deputy.

RECEIVED
18TH JUDICIAL DISTRICT
DEC 11 11 35 AM '78

DISTRICT COURT
MARSHAL
SEDGWICK COUNTY, KS
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

W.L. STAUFFER,)
)
Plaintiff,)
)
-vs-)
)
THE CITY OF WICHITA,)
)
Defendant.)

Case No.
78C2972

PURSUANT TO CHAPTER 60 OF
KANSAS STATUTES ANNOTATED

PETITION

COMES NOW the Plaintiff and for his cause of action against
the Defendant, alleges and states:

1. That Plaintiff is a resident of Sedgwick County, Kansas,
and is a licensed contractor by the Defendant, The City of Wichita,
and is actively engaged in constructing new dwelling houses within
the City of Wichita and Sedgwick County, Kansas.

2. That the Defendant is a Body-politic and may be served with
process as provided by law.

3. That during the year 1976, an area of land within the
City of Wichita was platted into an area and plat known as
Sycamore Village Second Addition to Wichita, Sedgwick County,
Kansas, which plat was duly approved by the Defendant, The City of
Wichita and the Board of County Commissioners, Sedgwick County,
Kansas, and duly recorded in the office of the Register of Deeds of
Sedgwick County, Kansas, during the year 1976. *March 1, 1977*

4. That on September 13, 1977, the Defendant, The City of
Wichita, by its Board of City Commissioners, enacted an ordinance
policy statement

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7536

Commissioner
#720

entitled No. 720 Sidewalk Policy which purported to establish a sidewalk policy for the entire City of Wichita from and after September 13, 1977.

5. That upon a motion duly made at the time said Sidewalk Policy No. 720 was being considered, it was moved by Commissioner Peters that all petitions currently on file for existing areas *(not new developments)* continue to be held in abeyance until the neighborhood (meaning property owners acting through the Citizens Participation Organization) have made a decision. Said motion to suspend all sidewalk petitions until such CPO decision could be made carried 5 to 0.

(there was an amendment to this motion. See P.C.C. minutes of 7-13-77 attached.)

6. That notwithstanding such amendment that after September 13, 1977, when the Plaintiff went to obtain a building permit from the Defendant, he was advised that such permit would not be issued until he had deposited an arbitrary sum of money or irrevocable letter of credit in such arbitrary amount prior to the issuance of such building permit as a guaranty for the installation of sidewalks in the following properties all located within Sycamore Village Second Addition to Wichita, Sedgwick County, Kansas. Said properties are and the arbitrary amounts demanded are as follows:

2244 Bromfield	\$600.00
2204 Bromfield	690.00
2323 Bromfield	425.00
2339 Bromfield	370.00
2215 Winstead	480.00
2214 Winstead	485.00
2307 Winstead	550.00
2328 Winstead	710.00
2353 Winstead	605.00
2335 Hathway	685.00
2318 Hathway	720.00
2306 Hathway	670.00
2317 Longwood	420.00
2308 Longwood	815.00

2226 Longwood	520.00
2205 Longwood	585.00
2335 Inwood	465.00
2306 Addison	530.00
2328 Addison	425.00
2341 Addison	317.34
2325 Longwood	372.24
2314 Longwood	328.86

This demand was made upon the Defendant notwithstanding the fact that the developer had offered to deliver to the City an irrevocable letter of credit for the entire area which letter of credit was refused.

7. That the Plaintiff had presold houses to be constructed on a number of the above described properties without any knowledge that he would be required to pay for the sidewalks as a precondition of obtaining a builder permit to construct said dwelling houses.

8. That said purported ordinance or Sidewalk Policy attempted to put in the power of the officers of the City of Wichita, the right to grant or to refuse a permit at their will by demanding an arbitrary sum from the Plaintiff prior to the issuance of such permit and such purported ordinance is unconstitutional and void.

9. That by reason thereof, the Defendant and all of its employees officers or agents should be permanently enjoined from calling or demanding payment under the letters of credit issued by the First Federal Savings and Loan Association of the City of Wichita as above set forth.

10. That at the time the City of Wichita enacted the above referred to Sidewalk Policy No. 720, Sycamore Village Second Addition *platted but not developed* was an existing area and would not have sidewalks installed until such time as a decision had been made by the Citizens Participation

Organization, the people in the area, and approved by ordinance passed by the City Commission.

11. That any other interpretation of said Sidewalk Policy No. 720 would make said policy void and vague because of being indefinite and unascertainable by any contractor or builder of residential property as to the exact policy.

12. That any interpretation of the Sidewalk Policy known as 720 makes said policy unconstitutional and void because it purports to place in the officers, employees and agents of the Defendant the authority to transgress on the rights of citizens and is an infringement upon the constitutional safeguards guaranteed by the Constitution of the State of Kansas and the Constitution of the United States of America.

13. That said Sidewalk Policy No. 720 is unreasonable and arbitrary under any interpretation placed thereon.

14. That said Sidewalk Policy No. 720 deprives the Plaintiff of equal protection of law and of his property without due process of law and impairs the obligations of Plaintiff's contracts with its customers buying real estate in the Defendant City of Wichita.

15. That said Sidewalk Policy No. 720 is discriminatory in its nature and is not such a regulation as the governing body of the City of Wichita has authority to enact.

16. That the Plaintiff has been advised that the City of Wichita has called one of his letters of credit and entitle such call as a forfeiture and is in the process of forfeiting and calling for payment the remaining letters of credit, notwithstanding their

failure of authority to do so as above set forth. That a petition to the City of Wichita signed by approximately 60% of the residents in Sycamore Village Second Addition requesting that the sidewalks not be installed in their addition is in the process of being filed. That no petition has been filed since the enactment of the purported Sidewalk Policy No. 720 on September 13, 1977, requesting that the sidewalks be installed. That notwithstanding such failure of petitions to do so, the City of Wichita, through its agents and employees have called for forfeiture, one of the letters of credit furnished by the Plaintiff and have advised Plaintiff that they are going to call the remaining letters of credit as a forfeiture of Plaintiff's money.

*Sidewalk
Petition
where
accepted
by P. & C.
12-21-79
was approved*

17. That Plaintiff has no adequate remedy at law and is entitled to a temporary and permanent injunction enjoining the Defendant, its agents, servants, employees, officers and commissioners from calling said letters of credit for the reason that they had no authority to demand the letters nor have they any authority to call for their payment or forfeiture.

WHEREFORE Plaintiff prays that the Defendant, its agents, servants, employees, officers and commissioners each be enjoined from calling for payment and/or forfeiture of the letters of credit set out in Plaintiff's petition; that he have and recover judgment against the Defendant for the amount of any monies received by the Defendant, its agents, servants or employees by calling for payment and/or forfeiture of the above mentioned letters of credit; Plaintiff further prays that should the Court determine it is Plaintiff's financial responsibility to install the sidewalks on the above

described properties that he be granted a reasonable time in which to do so; and for such other and further relief as to the Court may seem just and proper.

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.

Richard V. Foote
Richard V. Foote

Attorneys for Plaintiff

STATE OF KANSAS)
)
SEDGWICK COUNTY)

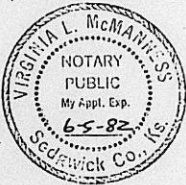
W.L. Stauffer, of lawful age, being first duly sworn upon oath, deposes and states:

That he is the above named Plaintiff; that he has read the foregoing petition; that the statements, allegations and averments therein contained are true and correct.

W.L. Stauffer
W.L. Stauffer

Plaintiff

Subscribed and sworn to before me this 10th day of December, 1978.



Virginia L. McManness
Notary Public

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument filed on the 11 day of Dec, 1978 and recorded in this court of the Eighteenth Judicial District, Sedgwick County, Kansas.
Done this 11 day of Dec, 1978
DOROTHY A. VAN ARSDALE, Clerk
By *Dorothy A. Van Arsdale* Deputy



MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7536

RECEIVED
18TH JUDICIAL DISTRICT
DEC 11 11 35 AM '78

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

W.L. STAUFFER,)
)
 Plaintiff,)
)
 -vs-)
)
 THE CITY OF WICHITA,)
)
 Defendant.)
)
)
)
)
)

Case No.

7802

MOTION FOR RESTRAINING ORDER
AND TEMPORARY INJUNCTION

COMES NOW the Plaintiff and moves the Court for a Restraining Order to be effective forthwith restraining the Defendant, THE CITY OF WICHITA and the Board of City Commissioners, its officers, servants and employees from calling for payment or forfeiture of the letters of credit issued by the First Federal Savings and Loan Association of Wichita and more fully described in Plaintiff's petition filed herein, until such time as a hearing on a temporary injunction enjoining the calling for payment or forfeiture of the letters of credit pending a trial of the issues presented in this proceeding. That prior to the filing of this action the Defendant has threatened to call said letters of credit and at least one has called for the payment and forfeiture of a letter of credit.

That the issuance of a restraining order will not materially affect or damage the Defendant in any way.

Plaintiff further moves that the Court set a time for a hearing on this petition for a temporary injunction and that the same

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7536

entered without bond as provided by K.S.A. 60-907.

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.

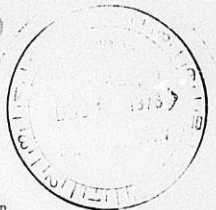
Richard V. Foote

Richard V. Foote
Attorneys for Plaintiff

Certificate of Clerk of the District Court. The above
is a true and correct copy of the original instrument
filed on the 17 day of Dec, 1972
and recorded in this court of the Eighteenth Judicial
District, Sedgewick County, Kansas.
Done this 4 day of Dec, 1972
DOROTHY J. VAN ARSDALE, Clerk
By Laheryl Schultz Deputy



MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7536



IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

W.L. STAUFFER,)	
)	
Plaintiff,)	
)	
-vs-)	Case No.
)	
THE CITY OF WICHITA,)	
)	
Defendant.)	
)	
_____)	

TEMPORARY RESTRAINING ORDER

NOW on this 11 day of December, 1978, comes the Plaintiff above named, and moves the Court for an order granting a temporary injunction in this matter against the Defendant, The City of Wichita, its Board of City Commissioners, its officers, agents, servants and employees; and the Court, upon reading the verified petition in this action deems it proper that a restraining order as hereinafter set forth should be issued and that a time for hearing on the application for a temporary injunction should be set.

IT IS THEREFORE ORDERED that the application for a temporary injunction be heard in Division No. 7 of the Sedgwick County District Court, Sedgwick County Courthouse on the 27 day of Dec, 1978, at the hour of 9 o'clock A.m., or as soon thereafter as the Court can hear same, and that notice of such hearing be given of the time and place of such hearing by service of a copy of this Order upon the City Attorney of the City of Wichita or one of his duly authorized assistant City Attorneys.

IT IS FURTHER ORDERED that in the meantime, until such hearing and further order of this Court, or the judge thereof, the said

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7536

Defendant City of Wichita, its governing body, its officers, agents, servants and employees be and it and they are hereby forbidden to and restrained from calling for payment or forfeiture of any of the letters of credit delivered to the Defendant as a guarantee for the installation of sidewalks in Sycamore Village Second Addition, which letters of credit were issued by the First Federal Savings and Loan Association of Wichita, Kansas.

JUDGE

APPROVED:

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.

BY Richard V. Foote
Attorneys for Plaintiff

Supreme S. Smith
Attorney for City of Wichita

" Dec 78
" Dec 78
Aron J. Helldrest

MATLACK, FOOTE, SCOTT, JOSEPH & WILKINSON, P.A.
Attorneys at Law
301 NO. 11 MARKET
WICHITA, KANSAS 67202
263-7536



COMMISSIONERS PROCEEDINGS

5147

September 13, 1977

Dr. Clark D. Ahlberg, President of Wichita State University, has advised that because the proposal is not a WSU proposal it has not undergone the normal review and evaluation procedure of the University. Dr. Ahlberg has further advised that although student interest in the past has not been sufficient to justify requesting state support or University priority the University would be willing to join with the City if the City Commission should decide there is adequate public demand for such a facility.

Dr. Ahlberg has also suggested the possibility that the Sedgwick County Commission and the Wichita Board of Education join in the project with the City and WSU.

It has been determined that the proposed observatory could be funded by Wichita Public Building Commission revenue bonds, however it would be necessary to secure an exemption from the Internal Revenue Service prior to issuing such bonds. The Commission has been provided financial information on PBC revenue bonds.

Should the City Commission desire to proceed with the project the next step would be to direct the staff to seek an IRS exemption to allow one public agency to issue bonds on behalf of another agency.

Should the City Commission desire to explore the possibility of a cooperative project with WSU, the BOE and the County Commission, the matter could be placed on the Intergovernmental Meeting Agenda for September 21, 1977.

Donnell moved that the matter be placed on the Intergovernmental Meeting Agenda for September 21, 1977, for consideration. Motion carried 5 to 0.

Commission Communication No. 720 -- Sidewalk Policy, presented.

On July 26, 1977, the City Commission requested the City Manager to review the recommendations of the Real Estate Advisory Board, CPO and City staff regarding a Sidewalk Policy and return with a report providing options and a recommendation for the further consideration of the Commission.

The Commission has been provided with a report which summarizes past actions and recommendations and proposes a new sidewalk policy with the following general provisions:

- (1) Install sidewalks on both sides of all arterial and collector paving projects at the time the streets are paved; financed for arterials at-large through the C.I.P. and for collectors by the abutting property.
- H (2) In development involving a plat or replat require the developer to install sidewalks or guarantee installation where there is a new or revised street system, as a precondition of issuance of a building permit.
- (3) In existing areas, involve resident property owners within areas that approximately coincide with elementary school districts in planning sidewalk systems, with CPO acting as reviewing body prior to hearing by the Traffic Commission. Assess construction costs totally to abutting properties, except in those cases where other funding sources may be available to finance a portion or all costs.
- (4) Also in existing areas, continue to allow initiation of sidewalk construction by 50 percent or more of residents of lots to be assessed costs, or by at least 50 percent of affected property owners.

Motion--
--carried

CC #720 -
SIDEWALK POLICY

COMMISSIONERS PROCEEDINGS

5148

September 13, 1977

In the development of the proposed sidewalk policy, representatives of the Citizen Participation Organization participated with staff in the discussions held. The proposed sidewalk policy incorporates recommendations of the CPO to finance arterials by the City-at-large and that sidewalks be installed prior to occupancy in new developments. The recommendation of CPO to establish benefit districts to finance sidewalks was determined to be not legally possible. The proposed sidewalk policy also permits initiation of sidewalk installation in existing areas upon petition by 50% of the abutting property owners, while the CPO recommendation provides that a petition must carry 65% of the owner occupied properties.

The City Manager recommended adoption of the proposed new sidewalk policy.

E.H. Denton

City Manager reviewed the recommendations outlined in CC #720 and answered questions by the Commission. He also noted that probably 2500 petitions for residential sidewalks are being held in abeyance and suggested that those petitions, in effect, be abandoned in existing areas and we look to the CPO and Elementary School Districts to develop sidewalk plans in existing neighborhoods.

Motion--

Casado moved that CC 720 be received and filed and the proposed new sidewalk policy be adopted.

Amendment--

Don't do subject
Peters moved an amendment to the motion that the petitions currently on file for existing areas continue to be held in abeyance until the neighborhoods have made a decision. Amendment carried 5 to 0.

Discussion

also in report not an official developed
Discussion was had regarding City at large cost and it was reported that sidewalks on both sides of a street is estimated to cost \$50,000 per mile and it will depend on the projects approved in the CIP for paving of arterials.

Amendment--

Peters moved an amendment to the motion that on page 4 of CC #720, the wording "or by special assessment" be stricken from Recommendation #2 as sidewalk installation is a precondition of issuance of a building permit. Amendment carried 5 to 0.

--carried

--carried

Motion as amended carried 5 to 0.

LEASE & AGREEMENT,
BOND ORD. RE CHURCH-
HILL TRUCK LINES IN
AMOUNT \$375,000

Request to approve a lease and agreement, bond ordinance, guaranty agreement and preliminary official statement for Churchill Truck Lines, Inc., Industrial Revenue Bond issue in the amount of \$375,000, presented.

Motion--

--carried

Peters moved that this item be stricken from the agenda as all the information required has not been submitted. Motion carried 5 to 0.

SEPTEMBER REPORT ON
COAL GASIFICATION
FEASIBILITY STUDY

September status report on the Coal Gasification feasibility study, presented.

The City Manager presented a monthly update report on the status of the Coal Gasification feasibility study.

Motion--

Porter moved that the report be received and filed.

Comm. Porter

Commissioner Porter stated he wanted to be sure the environmental study is an "arms length" study, and the City Manager advised that in the selection process of an outside consultant, careful consideration was given to those firms interviewed to protect that position. He further stated that while the City's Energy office is involved, he has instructed the Director of Economic Development to not exercise any Management direction over the work of that office as it relates to the environmental study.

Mayor Casado

Mayor Casado requested that the City Manager read two short paragraphs from page 2 of the report under heading of Public Information for the benefit of the public.

--carried

Motion carried 5 to 0.

CC 720 attached

To: The Honorable Board of City Commissioners

Subject: Sidewalk Policy


 CC 720
 September 8, 1977 *21*
PROBLEM STATEMENT

Home buyers are often not aware of past petitions and actions of the City Commission directing that sidewalks be constructed adjacent to their properties. In some cases, conditions relevant to construction of sidewalks have changed considerably since walks were originally petitioned. Other property owners have questioned the equity of the methods for assessing construction costs and/or the need for specific sidewalk projects. Yet, sidewalks are undeniably related to the safety of pedestrians of all ages.

BACKGROUND

In August 1976, the City Commission considered numerous citizen protests of sidewalk installation projects in various residential areas. Some of those items were deferred and background information was requested that would allow discussion of possible amendments to the City Sidewalk Policy. Subsequent to that time, the City Commission referred City of Wichita Policy No. 3 (Sidewalk Policy) to the Real Estate Advisory Board (REAB) for its comments and recommendations. In May 1977, the REAB proposals were conveyed to the City Commissioners and the Citizen Participation Organization for further comments.

Because of the divergent opinions and recommendations, the City Commission, on July 19, 1977, deferred consideration of the Sidewalk Policy to allow assembling data into a single comparative chart. On July 26, 1977, the City Commission considered the proposed changes and requested the administrative staff to prepare additional information and options for further review.

PRESENT CITY SIDEWALK POLICY

The existing City Sidewalk Policy, which has been in effect since August 31, 1971, is based upon an extract from the Subdivision Regulations of the Wichita-Sedgwick County Metropolitan Area Planning Commission and is supplemented by additional policy statements adopted by the Board of City Commissioners.

Briefly, present policy sets standards for where and when sidewalks shall be constructed, what petitions shall be considered sufficient, what notice must be provided to affected property owners, how costs shall be assessed, and what exemptions to requirements shall be permitted. A more detailed listing of specific provisions was previously provided to Commissioners ("Sidewalk Policy Summary Comparison"). A revised comparison is provided as an attachment to this communication. (Attachment "A")

Present policy assigns responsibility and administrative authority to various departments and divisions of the City depending on the aspects of the policy to be fulfilled. Implementation of the present policy relies heavily upon a homeowner or other property owner petition or other acceptable guarantee, and upon the policies and regulations of the MAPC regarding platting and zoning. Certain other standards of physical construction and procedure are provided for in the City Code.

For financing sidewalk construction, present policy relies primarily upon direct assessment of costs to abutting properties on a front foot basis. Costs are spread over five years and made in equal, annual payments. Costs for sidewalks along

Subject: Sidewalk Policy

CC 720-2
September 8, 1977

restricted access arterials are not assessed against abutting properties without direct access to such streets, but are financed at-large.

CHANGES PROPOSED BY CPO AND REAB

Changes proposed by the Citizen Participation Organization would modify petition standards, eliminate large frontage exemptions, and shift financing more to a City-at-large and benefit district basis. Other suggestions included expanding the definition of sidewalk to include any "hard-surfaced pedestrian way as may be approved by the Planning Department." Such flexibility as to materials used and location already is possible with the City Engineer's approval.

A listing of changes proposed by the CPO is provided in the attached "Sidewalk Policy Summary Comparison--Revised."

The Real Estate Advisory Board proposed a more comprehensive approach to sidewalk installation to include a collector system of sidewalks within and for each elementary school district. Costs of installation would be assessed to the benefit district unless a property had existing sidewalks. Sidewalks would no longer be required as a condition of platting, zoning, lot splits or new paving. In effect, most administrative devices that have been available to enforce sidewalk policy would be removed. Instead, REAB proposed relying upon cooperation and mutual agreement between developers and City government or among individual property owners and City government. Other changes proposed by the REAB also are listed in the attached "Sidewalk Policy Summary Comparison--Revised."

Dollar costs for the CPO and REAB proposals could not be estimated because the extent of "collector systems" and existing sidewalks do not exist.

LEGAL RULING PERTAINING TO BENEFIT DISTRICT

There are several enactments by the Kansas Legislature that authorize assessments for sidewalk construction. All but one of the enactments specifically require that the cost of construction of sidewalks be assessed to the property abutting on such sidewalk. K.S.A. 12-6a01, et seq., which is entitled "General Improvement and Assessment Law", authorizes the construction of sidewalks and the assessment of costs to an improvement district. On its face, the act appears to allow cities to establish improvement districts that would extend the assessment of cost of the sidewalk project to non-abutting properties.

However, the Supreme Court of Kansas, in the 1976 case Davies v. City of Lawrence, 218 Kan. 551, established several guidelines that cities must follow in establishing benefit districts and spreading the costs of the improvements to properties in the benefit district where the improvements made pertain to the establishment of sidewalks.

Generally, the guidelines provide that all properties included in the benefit district must be enhanced in value as a result of the improvement and that the assessments must be apportioned against the property based upon the degree of enhancement to the particular property.

The Davies case does not specifically disallow the establishment of a benefit district, but the Court makes it very clear that a city must show that each property included in the benefit district is enhanced in values as a result of the construction of the side-

Subject: Sidewalk Policy

CC 720-3
September 8, 1977

walk, and in addition, the City must show that the burden of the assessment against each property has been imposed in substantially equal burdens or shares of the costs upon each property within the benefit district.

From a practical standpoint, the City would have to hire real estate appraisers to determine which properties in a given area are enhanced in value by virtue of the existence of non-abutting sidewalks. The appraisers also would have to determine the benefit each property within the benefit district derives from the sidewalk system.

In summary, based on the Davies case, it would be virtually impossible to establish benefit districts on a CPO area or school district basis.

FINANCING ALTERNATIVE

The governing body can initiate sidewalk construction and collect special assessments upon property benefited by such sidewalks under the authority of K.S.A. 12-6a01, et seq., General Improvement and Assessment Law (Chesney).

The Chesney Law allows the City to pay such portion of the costs of a sidewalk project as the governing body shall determine, but in no case shall the share of the costs paid by the City exceed 90% of the total.

POLICY OPTIONS

A wide range of policy options are outlined in matrix form in the attached Summary Comparison of the existing policy and proposed changes. Exceptions for various policy options also are provided in the attachment. To highlight policy options, the sidewalk policy must provide for five general policy areas:

- A. Sidewalks along new arterial and/or collector paving projects
- B. Sidewalks in new developments, predominately residential areas
- C. Sidewalks in existing, predominately residential areas
- D. Methods of initiation
- E. Methods of financing

DISCUSSION

A. In the area of new arterial and/or collector paving projects, the principal options appear to include installation of sidewalks on both sides of arterials and on at least one side of collectors. The methods of financing include at-large or assessments to abutting properties for arterial and/or collectors.

It was the general consensus of the recommending groups that sidewalks on arterials should be financed City-at-large since the benefit from the sidewalks on often heavily trafficked arterials would benefit the safety of citizens-at-large.

It was proposed that sidewalks on collectors be a part of a benefit district system, but since this financing mechanism is not feasible, and since collectors are generally residential in character, the assessment to abutting property owners appears appropriate. The Commission may want to consider implementing the Chesney Law for financing of sidewalks along collectors.

B. For sidewalks in new development areas, the principal options include requiring

Subject: Sidewalk Policy

CC 720-4
September 8, 1977

developers to install sidewalks as a precondition of occupancy, requiring at the time of platting guarantees for future installation, or removal of requirements allowing residents to develop sidewalk installation systems at a later stage of development.

Financing options include including costs in purchase price of properties, special assessment or City-at-large. It should be noted that it was by citizen objection to late installation that first brought this policy consideration to the City Commission's attention in August 1976.

C. For sidewalks in existing areas, the principal options include relying on citizen petitions to initiate construction, or developing a sidewalk system within existing areas. Financing options could include petition authorized special assessments or utilizing the Chesney Law.

D. The implementing methods for various sidewalk installation projects include requirements at time of platting, petition of citizens, or sidewalk system plans.

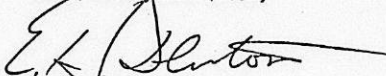
E. The feasible methods of financing installation of sidewalks include City-at-large, special assessment (with flexibility under the Chesney Law) and including sidewalk costs in the purchase price of properties (for new developments).

RECOMMENDATION

It is recommended that the Commission adopt the attached, revised City of Wichita Policy No. 3 as a replacement for the existing policy. The revised Sidewalk Policy implements the following provisions (Attachment "B"):

1. Install sidewalks on both sides of all new arterial and collector paving projects at the time the streets are paved with sidewalks along arterials being financed City-at-large and sidewalks along collectors being assessed to abutting property owners.
2. In all developments involving a plat or replat where there is a new or revised street system, require developers to install sidewalks or provide financial guarantees for installation on all lots as a precondition of issuance of a building permit. Costs of such sidewalks would be included in the purchase price of properties or by special assessment.
3. Involve residents within areas that approximately coincide with elementary school districts in planning sidewalk systems with costs being financed through the General Improvement and Assessment Law (Chesney).
4. In existing areas continue to allow initiation of sidewalk construction by 50% or more of residents of lots to be assessed costs, or by at least 50% of affected property owners.

Respectfully submitted,



E. H. Denton
City Manager

EHD/pd
Attachment

City of Wichita, Kansas

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 76-74 Name SYCAMORE VILLAGE SECOND ADDITION
Application & Sketch Filed: 8-16-76
Preliminary Plat Filed: N/A Approved by S/D: N/A
Final Plat Filed: 8-16-76 Approved by S/D: 8-26-76
Approved by Metropolitan Area Planning Commission: 9-2-76

DESCRIPTION

General Location: Northwest corner of 21st and Rock Road

Surveyor or Engineer: VanDoren, Hazard, Stallings
Owner: Wichita Land Company
Address: 2500 Claiborn Circle 67226

- | | | |
|---|------------------------|-----------------------|
| 1. Gross Acreage of Plat <u>46.49</u> | 6. Access Control | |
| 2. Number of Lots: | St. <u>21st Street</u> | No. Openings <u>0</u> |
| Residential <u>110</u> | St. <u>Rock Road</u> | No. Openings <u>0</u> |
| Commercial _____ | St. _____ | No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements | |
| Other _____ | St. Paving <u>x</u> | Water _____ |
| Total Number of Lots: <u>110</u> | Sidewalk <u>x</u> | Drainage _____ |
| 3. Minimum Lot Area: <u>0.20</u> Acres | Sewer <u>x</u> | Other _____ |
| 4. Existing Zoning <u>"AA"</u> | | |
| 5. Special Problems Discussed <u>None</u> | | |

Valid petitions have been submitted guaranteeing the construction of sidewalks adjacent to all streets, paving of all streets, and extension of sanitary sewer to serve all lots. A certificate has been submitted certifying the petitions.

Planning Commission Recommendation:

That this plat be approved subject to recording of the plat within 30 days after approval by the Board of City Commissioners. Bayouth moved, Kamen seconded and it carried unanimously.

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

City of Wichita)
Sedgwick County) ss
State of Kansas)

I, Wichita Land Company, owner and plat-
tor of Sycamore Village Second Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Paving (all streets)
2. Sanitary Sewer (all lots)
3. Water Mains
4. Sidewalks (as per sidewalk plan)
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for im-
provements, lots within Sycamore Village Second Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 13 day of Dec, 1976

Philip M. Brodgrass

City of Wichita)
Sedgwick County) ss
State of Kansas)

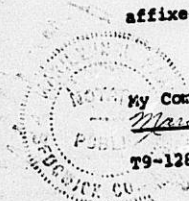
Be it remembered that on this 13th day of December,
1976, before me, a notary public in and for said County and State,
came Philip M. Brodgrass, to me personally
known to be the same person who executed the fore-going instrument
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

Marjorie J. Farr
Notary Public

My Commission Expires:
March 20, 1978

T9-128



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE December 6, 1976



TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer- Water Engineering
SUBJECT Sycamore Village Addition and
Sycamore Village Second Addition

The plattors of Sycamore Village Addition and Sycamore Village Second Addition have submitted valid petitions for water benefit districts to serve these plats. Therefore, our requirements for water service to these areas have been fulfilled.

A handwritten signature in cursive script that reads "Bill H. Otten".

Bill H. Otten
Chief Engineer-Water Engineering

BHO:ar

cc: John D. Wynkoop, Director of Water

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE


CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

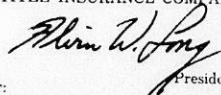
IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) AM 7-8371



Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY


President.

ATTEST:


Secretary.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusion from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

SCHEDULE A

Number
242082

Effective Date
September 10, 1976 at 7:00 A. M.

1. Owners Policy to be issued: ALTA Form B - 1970 Amount:
(Amended 10-17-70)

Proposed Insured:

THE CITY OF WICHITA

Loan Policy to be issued: ALTA Form 1970 Amount:
(Amended 10-17-70)

Proposed insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Wichita Land Company, a Pennsylvania corporation.

3. The land referred to in this Commitment is described as follows:

Blocks 4, 5, 6, 7, 8, 9, 10 and 11 in Sycamore Village Addition
to Wichita, Sedgwick County, Kansas.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the necessary deeds and/or mortgages in insurable form, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): **None Due.**
9. **Drainage, utility and sidewalk easements; building setback lines, access control and minimum building pad elevations as dedicated and set forth on the recorded plat of Sycamore Village Addition.**
10. **Restrictive Covenants dated January 26, 1976, filed March 10, 1976 on Film 180, Page 1222 and Amendment to Restrictive Covenants dated May 28, 1976, filed June 16, 1976 on Film 195, Page 854.**
11. **There are four recorded mortgages filed for record against captioned property having various dates and executed by the then fee owner of said property, all to First National City Bank as mortgagee and filed on various dates and in various amounts in the following Books and pages in the office of the Register of Deeds of Sedgwick County, Kansas: Book 50, Page 723; Book 57, Page 1437; Book 80, Page 323; Book 83, Page 1281.**

September 3, 1976

VanDoren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: S/D 76-74 - Final Plat of
SYCAMORE VILLAGE SECOND
ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on September 2, 1976, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of August 27, 1976.

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. Compliance with the requirements of the Metropolitan Area Planning Commission.
- 10-12 ✓ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- ✓ Certification by an attorney that fee title is vested in the platlor.
- ✓ Certification that all taxes due and payable for 1975 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Wichita Land Company, 2500 Claiborn Circle 67226
Dean Sellers, Assistant City Engineer

August 27, 1976

Van Doren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: S/D 76-74 - Final plat of
SYCAMORE VILLAGE SECOND
ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 26, 1976, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The easement on the south side of Lot 14, Block 10 (Northwest corner of 21st and Rock Road) shall be labeled and dimensioned.
- B. The 10-foot (more or less) strip of land on the south side of Lot 13, Block 10, shall be added to the 20-foot utility easement.
- C. The applicants and/or their engineer shall contact M. S. Mitchell of the Flood Control office relative to clarification of drainage and utility easements indicated along the street rights-of-way and regarding some of the dimensions indicated on the plat.
- D. Utility easements as indicated on the marked "engineers copy" of the final plat, shall be indicated on the plat tracing.
- E. The applicant shall submit new petitions for water, sanitary sewer, sidewalks and street paving. ^{OK} _{OK}
- F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

note: need revised sidewalk plans or more petitions for sidewalks. Need sidewalk petitions for: 4 S. side of Bainbridge

also need certificate!

*1. Longwood Cir.
2. Longwood Ct.
3. 22nd St. both sides
5. Rutland Rd. both sides*

S/D 76-74
August 27, 1976
Page 2

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, September 2, 1976, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Planning Analyst

LO:rme
Encl.

cc: Wichita Land Company
2500 Claiborn Circle
67226

Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-74 Name SYCAMORE VILLAGE SECOND ADDITION
Date Application Rec'd. 8-16-76 Preliminary Approval _____
Scheduled S/D Meeting 8-26-76

DESCRIPTION

General Location Northwest corner of 21st Street and Rock Road

Owner Wichita Land Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 North Rock Road, Suite 250 Phone 686-7303

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>46.49</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u> </u> R/W <u> </u> ft. |
| Residential <u>110</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>110</u> | TOTAL <u> </u> None <u> </u> ft. |
| 3. Minimum Lot Frontage <u>45.88</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>8925.10</u> sq. ft. | streets? <u> </u> yes <u>X</u> no |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply Yes (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers Yes (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area <u> </u> | |

STAFF COMMENTS:

NOTE: Sycamore Village Second Addition is a replat of a portion of Sycamore Village Addition. This replat reduces the number of lots from 133 to 110. The subject area corresponds to Parcel 13 of the C.U.P. which was approved for single family detached dwellings. The streets remain the same as in Sycamore Village Addition but some of the easements have been altered.

- A. The utility advisory committee members shall be prepared to comment on the easements as shown on this plat and the need, if any, for additional easements.
- B. Petitions are already on file for guaranteeing the paving of all streets shown on this plat and for extending sanitary sewer and city water to serve all lots.
- C. Petitions are on file for guaranteeing construction of sidewalks in this area according to the approved sidewalk plan.
- D. The easement on the south side of Lot 14, Block 10 (Northwest corner of 21st and Rock Road) shall be labeled and dimensioned.
- E. The 10-foot (more or less) strip of land on the south side of Lot 13, Block 10, shall be added to the 20-foot utility easement.
- F. The "25 foot drainage, sidewalk and utility easement" along the north and south sides of 22nd Street North shall be labeled at several points in addition to the two existing labels.
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

SIDEWALK PETITION

TO THE HONORABLE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF WICHITA, KANSAS:

Gentlemen:

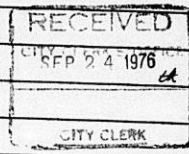
We, the undersigned property owners residing in the 4th Ward of the City of Wichita would respectfully petition your Honorable Body to cause the construction of a sidewalk 4 feet wide on the East side of Hodgson Circle from 2nd St N to 1st St W at the cost of said sidewalk to be assessed to the abutting property as provided by law.

petition on file

- NOTE: 1. Secure the signatures of as many property owners or residents of abutting property as possible.
 2. Indicate legal description of the real estate owned by all signers of the petition. The legal description must be the same as the legal description on the deed.
 3. Indicate on page two the method the petition is to be considered.

resolution 3-15-76

NAME	ADDRESS	LEGAL DESCRIPTION
1. <u>William F. Martin</u>		<u>All Lots</u>
2. <u>WICHITA LAND CO.</u>		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
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21.		
22.		
23.		
24.		
25.		
26.		
27.		



INSTRUCTIONS TO PERSONS CIRCULATING A SIDEWALK PETITION

The State law of Kansas requires that a sidewalk petition to be sufficient must be signed by not less than twenty-five persons owning real estate in the Ward in which the sidewalk is to be constructed.

The only exception to the above requirement of twenty-five signers is that any property owner may make a written request to the City Commission for the construction of a sidewalk in front of his own property with authorization to the City Commission to assess the cost of the sidewalk against his property. Petitions which represent 100% of the property owners liable for assessment meet this requirement.

It is the policy of the City Commission to consider a sidewalk petition not only as to the requirements of the Kansas State law but also as to the following conditions:

1. _____ 100% of the owners of property liable for assessments have signed the petition.
2. _____ a. Leads to schools as indicated on the map prepared annually by the Traffic Engineer of the City of Wichita.
_____ b. Is on a street designated as an arterial or collector in the adopted comprehensive transportation plan of the City.
_____ c. Any two blocks or less which connects with existing sidewalks at both ends.
_____ d. Is on a street which generates pedestrian traffic in unusually high numbers because of the presence of playgrounds, parks, churches, shopping centers, organizational or recreational facilities. The petitioner must provide the information and justification.
3. _____ The petition is signed by 50% or more of those residing on the lots to be assessed the cost of construction. Any adult person residing in a single family residence on any lot shall be counted as an affirmative signature for the entire lot and the person responsible for circulating the petition must sign under oath that the signatures are residents on that particular street for which the petition is submitted and that this number comprise 50% or more of the total lots in the area subject to assessment. (Sign the affidavit provided).
4. _____ The petition is signed by the owners of 50% or more of the lots liable for assessment. An abstractor's list of ownership must accompany the petition.

Property owners must sign the sidewalk petition exactly as their names appear on the deed to their property. Information to be provided by each signer includes:

1. The legal description of the property owned.
2. The address of the property.

The person circulating the sidewalk petition should indicate a telephone number which may be used by the Department of Public Works for securing additional information concerning the petition, if necessary.

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon include the residents on the lots or tracts to be assessed the cost of construction. The number of resident signatures comprises 50% or more of the total lots or tracts subject to assessment.

Ronald L. Brator
~~Kenneth H. Brator~~
Name

260 N. Rock Rd. Suite 250
Address

686-7303
Telephone No.

Sworn to and subscribed before me this *24* day of *Sept.*
19 *76*.

Dale T. Rea
City Clerk.

SIDEWALK PETITION

A PETITION requesting the construction of sidewalk on the

Both sides of Hathway Ave from
22nd St N. to French Col de sac.

The petition meets one of the following conditions:

1. 100% of the owners of the lots liable for assessment.
 - a. Requirement of platting.
 - b. Requirement of zoning.
 - c. Requirement of lot split.

2. The petition bears _____ signers in the _____ Ward of the City of Wichita and meets the following special conditions:
 - a. _____ Leads to schools as indicated on the map prepared annually by the Traffic Engineer of the City of Wichita.
 - b. _____ Is on a street designated as an arterial or collector in the adopted comprehensive transportation plan of the City.
 - c. _____ Connects with existing sidewalks at both ends (two blocks or less).
 - d. _____ Is on a street which generates pedestrian traffic in unusually high numbers because of the presence of playgrounds, parks, churches, shopping centers, organizational or recreational facilities.

3. The petition bears 50% or more of the residences on the lots or tracts to be assessed the cost of construction and _____ signers in the _____ Ward of the City of Wichita.

4. The petition bears _____ percent of the owners of record of the lots or tracts liable for assessment and _____ signers in the #11 Ward of the City of Wichita.

The petition represents 183⁰² lineal feet of walk.

The estimated cost is \$ 3100⁰⁰.

ACTION:

Recommended by the City Manager
and the Director of Public Works.

Take such action as the Commission desires.

Map No.: 5950
Section No.: 6
Twp. No.: T 27 S
Range: R 2 E

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: SYCAMORE VILLAGE SECOND ADDITION

General Location: NW Corner of 21st Street & Rock Road

Name of Property Owner: Wichita Land Company

Address: 2500 Claiborn Circle, Wichita, Kansas 67226 Phone: 686-7451

Name of Subdivider: Van Doren-Hazard-Stallings

Address: 260 No. Rock Road, Suite 250, Wichita, Kansas 67206 Phone: 686-7303

Name of Agent/Surveyor: Van Doren-Hazard-Stallings

Address: 260 North Rock Road, Suite 250, Wichita, Kansas 67206 Phone: 686-7303

Date of Application: August 16, 1976

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 46.49
2. Number of Lots:
 - Residential 110
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 45.88 ft.
4. Minimum Lot Area 8925.10 sq. ft.
5. Existing Zoning "AA"
6. Proposed Zoning "AA"
7. Lineal Feet of New Streets:
 - a. none R/W none ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL _____ ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) yes (Yes-No)
12. City of Wichita Three-Mile Area

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: [Signature]

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by Jo
Date 8-16-76
Fee Submitted 377.00

Map No.: 5950
Section No.: 6
Twp. No.: T 27 S
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