

CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

VAN DOREN-HAZARD-STALLINGS
260 North Rock Road, Suite 250

THIS CONTRACT, made this 12TH day of AUGUST, 1980 by and between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter

called the

"CITY"

and

VAN DOREN-HAZARD-STALLINGS
260 North Rock Road, Suite 250

called the

"CONSULTANT"

WITNESSETH:

WHEREAS the CITY intends to construct certain water, sanitary sewer, storm drainage and street improvements within BLUESTEM VILLAGE, an addition to the City of Wichita, Kansas, more fully described as follows:

- A. Project No.: 468-76-245-80904-000-000-001
Construction of Lateral 10, Main 22, War Industries Sewer in the southeast quarter of Section 5, Township 27 South, Range 2 East within the City of Wichita, Kansas.

- B. Project No.: 448-80-925-80654-000-000-001 B.D.: 702-79
Construction of Water Main on Greenleaf, Greenleaf Courts, Windwood, Windwood Courts, Boxthorn and Boxthorn Courts.
- C. Project No.: 472-76-245-80917-000-000-001
Improvement of Greenleaf from the north line of Twenty-First Street to the northwest line of Lot 70, Block 2, Bluestem Village; Boxthorn from the west line of Greenleaf to the northwest line of Lot 24, Block 2, Bluestem Village; Windwood from the northwest line of Lot 24, Block 2, Bluestem Village to the northwest line of Lot 70, Block 2, Bluestem Village; Boxthorn Court serving Lots 7 through 10, Block 2 from the south line of Boxthorn to and including cul-de-sac; Boxthorn Court serving Lots 11 through 21, Block 2 from the southwest line of Boxthorn to and including cul-de-sac; Windwood Circle from the southwest line of Windwood to and including cul-de-sac; Windwood Court serving Lots 9 through 15, Block 1 from the southeast line of Windwood to and including cul-de-sac; Windwood Court serving Lots 37 through 44, Block 2, from the north line of Windwood to and including cul-de-sac; Greenleaf Court serving Lots 46 through 61, Block 2 from the northeast line of Greenleaf to and including cul-de-sac; Greenleaf Court serving Lots 62 through 70, Block 2 from the east line of Greenleaf Court to and including cul-de-sac; Greenleaf Court serving Lots 72 through 79, Block 2 from the east line of Greenleaf to and including cul-de-sac; Greenleaf Court serving Lots 81 through 85, Block 2 from the east line of Greenleaf to and including cul-de-sac.
- D. Project No.: 468-76-245-80903-000-000-001 Storm Water sewer #180
Construction of Storm Water Sewer all Lots and Blocks of Bluestem Village.

The total of all projects designated under Parts A through D, inclusive, hereinafter referred to as the "PROJECT" and

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications and estimates of cost for the PROJECT:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish engineering and technical services as necessary to develop the Plans, Specifications and Cost Estimate for the PROJECT in the format and detail required by the City of Wichita Department of Public Works.

Specific tasks to be performed by the CONSULTANT shall include the following:

A. PHASE I - PRELIMINARY PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Preliminary Plans for the PROJECT based on the preliminary concepts approved by the CITY during the Platting Phase.

1. Field Surveys. Provide engineering and technical personnel and survey equipment to obtain field survey data as required for engineering design to supplement field surveys obtained from the CITY for the PROJECT.
2. Soils and Foundation Investigations. When authorized by the CITY direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. (The cost of soils and boring investigations shall be passed directly to the CITY).

3. Preliminary Street Profiles. Prepare preliminary street grades for Bluestem Village, to conform to drainage patterns developed during the platting phase.

Preliminary street grades are to be reviewed with the CITY by the CONSULTANT for approval prior to preceeding with development of preliminary plans for the PROJECT.

4. Preliminary Plans.
 - a. PART A - Prepare preliminary plans for Storm Water Improvements and submit one set to the CITY for Office Check.
 - b. PART B - Prepare preliminary plans for Street Improvements and submit two sets to the CITY for Office Check.

B. PHASE II - FINAL PLAN DEVELOPMENT

When authorized by the CITY proceed with development of Final Plans for the PROJECT in accordance with the preliminary plans as agreed upon at office review.

1. Prepare final engineering plans, supplemental specifications, and cost estimates.
 - a. Technical specifications shall in general follow the CITY'S Standard Specifications supplemented as necessary to suit PROJECT requirements.
2. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title legal descriptions.
3. Deliver the original tracings and supplemental specifications of the Final approved plans and supplemental specifications to the CITY for their use in printing plans and supplemental specifications for prospective bidders.

C. PHASE III - CONSTRUCTION PHASE SERVICES

1. When requested by the CITY, prepare a supplemental agreement for construction administration and for resident engineering services.
2. When authorized by the CITY, provide personnel and equipment to perform engineering services during construction of the PROJECT.

II. THE CONSULTANT AGREES:

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Scope of Services.
- B. To attend meetings with the CITY and other State and Federal agencies as necessitated by the PROJECT.
- C. To make available during regular office hours at his Wichita office all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

- D. To notify the CITY when work on the PROJECT is completed to the point that an Office Check can be made; to furnish two (2) sets of plans for the CITY to use for Office Check; and upon receipt, to expeditiously complete all changes, modifications and corrections resulting from the Office Check.
- E. To deliver to the CITY the original tracings of the completed plans and supplemental specifications for the PROJECT; such tracings to become the property of the City.
- F. To submit to the CITY an Engineer's unit price cost estimate for the PROJECT incorporating all items of work included in the plans; said cost estimate to be based on unit cost data provided by the CITY for like work in this area.
- G. The Engineer agrees to save and hold harmless the Owner against all suits, claims, damages and losses for injuries to persons or property that arise or result from Engineer, its agents', employees', officers' and subcontractors' performance of work under this agreement.
- H. The engineer shall procure and maintain such insurance as will protect the Owner from damages resulting from errors, omissions and negligent acts of the Engineer, its agents, officers, employees and subcontractors that may arise from performance of professional services rendered under this agreement.

In addition, a Workman's Compensation and Employer's liability policy shall be procured and maintained. This policy shall include an "all states" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of the Workman's Compensation law. The liability limits shall be not less than:

Workman's Compensation - Statutory

Employer's Liability - \$500,000 each occurrence

Lastly, a comprehensive general liability policy shall be procured and maintained by Engineer that shall be written in a comprehensive form and shall protect Engineer and Owner against all claims arising from injuries to persons (other than Engineer's employees) or damage to property of Owner or others arising out of any act or omission of Engineer, its agents, employees, or subcontractors. The liability limits shall not be less than \$500,000 per occurrence for bodily injury and property damage. Satisfactory certificates of insurance shall be filed with Owner prior to the time Engineer starts any work under this contract.

- I. The Engineer agrees, covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and other work or material furnished by the Engineer under this contract.

Engineer further agrees, covenants and represents that all designs, drawings, specifications, plans, cost estimates and other work or material furnished under this agreement, including any additions, alterations or amendments thereto, shall be free from errors, omissions or negligence.

- J. Design drawings, specifications and other Contract Documents prepared under this Agreement shall become the property of the Owner upon termination or completion of work under this Agreement.
- K. The Engineer shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination against any person or groups of persons in violation of any federal, state, or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The Engineer, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT A, attached hereto and incorporated herein by reference. The Owner reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant:

The Engineer assures that he will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Engineer assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Engineer assures that he will require that his covered suborganizations provide assurances to the Owner that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- L. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- M. To complete and deliver preliminary plans, specifications, and estimates to the CITY within the time allotted for each project or projects as stipulated below; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inaction of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.
 - 1. PART A - Project No.: 468-76-245-80904-000-000-001
Construction of Lateral 10, Main 22, War Industries Sewer within 60 calendar days after notice to proceed.
 - 2. PART B - Project No.: 448-80-925-80654-000-000-001 B.D.: 702-79
Construction of Water Main within 60 calendar days after notice to proceed.
 - 3. PART C - Project No.: 472-76-245-80917-000-000-001
Street Improvement within 90 calendar days after notice to proceed.
 - 4. PART D - Project No.: 468-76-245-80903-000-000-001 Storm Water sewer #180
Construction of Storm Water Sewer within 90 calendar days after notice to proceed.

III. THE CITY AGREES:

- A. To furnish all available data and field surveys pertaining to the PROJECT now in the City Engineer's Office.
- B. To provide standards as required for the PROJECT.
- C. To provide Soils Surveys and Tests as required.
- D. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- E. To provide right of entry for CONSULTANT'S Personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for the performance of his services shall be on a lump sum basis for each project as follows:
 - 1. Part A \$11,375.00
 - 2. Part B \$ 4,460.00
 - 3. Part C \$28,600.00
 - 4. Part D \$12,210.00
- B. Payment shall be made on a monthly basis in accordance with percent of work estimated to be complete.
- C. If additional work should be necessary, by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the actual costs plus a fixed fee for profit for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by both parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory, or at the option of the CITY at the completion of any of the phases; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement.
- B. That the original tracings for the final engineering plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY.

- C. The Owner and the Engineers each binds himself, his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the Owner nor the Engineers shall assign, sublet, or transfer his interest in this agreement without the written consent of the other.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the CONSULTANT shall request extensions in writing giving the reasons therefore.
- E. The rights and remedies of the owners provided for under this Agreement are in addition to any other rights and remedies provided by law and the Owner's review, approval or acceptance of, or payment for, any work or services required to be performed by the Engineer under this contract shall not be construed to operate as a waiver of any right under this contract or any cause of action arising out of the performance of the Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this agreement as of the date first written.

THE CITY COMMISSIONERS
OF THE CITY OF WICHITA, KANSAS

SEAL

Robert G. Knight
Mayor ROBERT G. KNIGHT

ATTEST

Donald C. Gisick
City Clerk DONALD C. GISICK

APPROVED
as to Form

Director of Law

VAN DOREN-HAZARD-STALLINGS
ENGINEERS-PLANNERS-ARCHITECTS

ATTEST

Nancy C. Noel

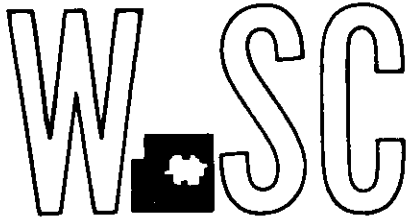
Kenneth H. Bengtson
Partner

APPROVED AS TO FORM

Thomas R. Powell
THOMAS R. POWELL
Assistant City Attorney

July 22, 1980 Date

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
June 27, 1980
(316) 268-4561

Van Doren-Hazard, Stallings
260 N. Rock Rd., Suite 250
Wichita, Ks. 67206

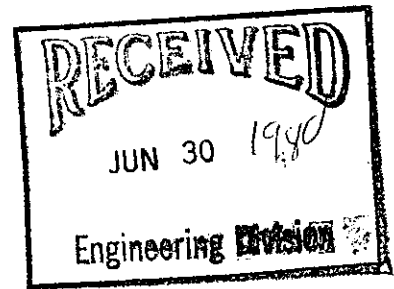
Re: S/D 80-36 - Final plat of Bluestem Village

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 26, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved

subject to:

- A. The applicant shall guarantee the paving of all public streets within this addition, including the construction of roll back curbs at the golf cart crossings. Prior to construction of the golf cart crossings, the applicant shall work with the Department of Law to resolve any conflicts which may exist regarding unlicensed vehicles crossing public streets.
- B. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- C. The applicant shall guarantee the extension of City water to serve all lots.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- F. The westernmost Windwood Court shall be changed to Windwood Circle. Tanglebush may be changed to Greenleaf and Windemere may be changed to Boxthorn.
- G. Homeowners' Associations shall be formed to provide for the ownership and maintenance of the common open spaces. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City



maintenance in the event the owners fail to adequately maintain) shall be submitted to the Planning Department for recording at the time of City Commission approval of the plat.

- H. The building setbacks shown on the preliminary plat for Lot 1, Block 2 shall be added to the final plat tracing.
- I. The recording data for the Cities Service Gas Company easement adjacent to Webb Road shall be shown on the final plat tracing.
- J. The plattor's text shall be revised to state that Reserves B & K are for floodways and that no "structures" (rather than "enclosed buildings") shall be constructed within the floodways.
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, July 3, 1980, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,


Louise Olivarez
Senior Planner

LO:bh

cc: Pebble Creek Co., Inc. 1900 Amidon, 67203
*Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT
CITY HALL - TENTH FLOOR
435 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

June 13, 1980

Van Doren-Hazard & Stallings
Suite 250
260 N. Rock Road
Wichita, Ks. 67206

Re: S/D 80-36 - Preliminary plat of Bluestem Addition

Village changed (per K. Hela)

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 12, 1980, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. In accordance with the associated C.U.P., the access control on Webb Road shall be revised to indicate that one opening is allowed. It shall be noted that the limited number of access points to the arterials is at the developer's request and is not a platting requirement.
- B. The associated C.U.P. indicates an emergency access easement into Lot 89, Block 2 from the north. This easement, as well as the one between Lots 51 and 52 in Block 2, shall be shown on the final plat as reserves. The plat's text shall state what these reserves are for.
- C. The note on the preliminary plat indicates that Reserves B thru L will be blanket utility easements. If any recreational facilities are proposed for these areas, such as swimming pools or tennis courts or structures with permanent foundations, the easements shall be limited to specific areas.
- D. Homeowners' Associations shall be formed to own and maintain the common open space, such as the reserves, private drives and parking areas, entrance signs, guardhouse, golf course, etc. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City maintenance in the event the owners fail to adequately maintain) shall be submitted with the final plat.

Van Doren-Hazard & Stallings

June 13, 1980

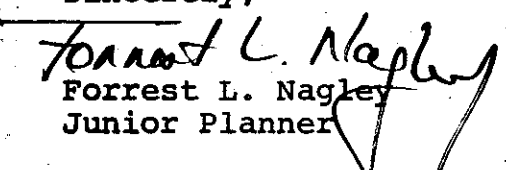
Page 2

- E. The applicant shall guarantee the paving of all public streets within this subdivision. This guarantee shall include the construction of roll back curbs at the golf cart crossings.
- F. The applicant shall meet with Flood Control prior to filing a final plat in order to work out the location of floodways within the preserves and required minimum pads.
- G. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- H. The applicant shall guarantee the extension of City water to serve all lots.
- I. The applicant shall guarantee any drainage improvements required by the platting of this property.
- J. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- K. The applicant shall select another name for this plat since there is already a Bluestem Addition.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

If you should have any questions concerning this matter, please call.

Sincerely,


Forrest L. Nagley
Junior Planner

FLN:bh

cc: Pebble Creek Co., Inc. 1900 Amidon, 67203
Bill G. Yung, 1355 N. Waco, 67203
X Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control

WICHITA-SEDGWICK COUNTY

DATE

April 16, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

TO Dean Sellers, Acting City Engineer
Paul B. Graves, Traffic Engineer
Robert B. Feldner, Superintendent of
Central Inspection

FROM Paul Johnston, Acting Director, Flood
Control and Landfill

SUBJECT Jack H. Galbraith, Chief Planner

DP-96 - Village of Bluestem (formerly Pebble Creek)
Residential C.U.P. - Generally located between 21st
and 29th Streets North and between Rock Road and
Webb Road

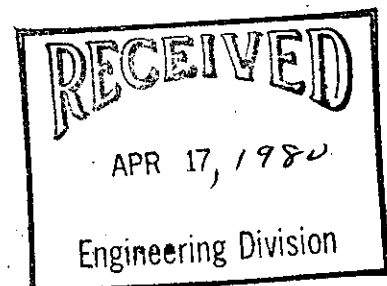
Attached is a copy of a proposed amendment to the above captioned C.U.P. The C.U.P. was originally approved as the Pebble Creek C.U.P. in June of 1979. The area has been redesigned due to a change in ownership. The changes are not major, but will involve the vacation of the Pebble Green plat. Most of the changes are a result of a redesigned golf course and involve some changes in density, street layout, and minor wording changes.

We would appreciate any comments you might have regarding drainage, access, density, sewer, water, etc., by April 25, 1980.

If you have any questions, please call.


Jack H. Galbraith
Chief Planner

JHG:AC:bh



April 10, 1980

PRELIMINARY GENERAL PROVISIONS

1. This project is proposed to contain 501.6 gross acres or 280.44 net acres, more or less. Net acres (280.44) are determined by subtracting Parcel 15 (golf course/open space (221.16 acres) from gross acres (501.6).
2. The proposed development contains: (as illustrated with maximum dwelling units permitted by use).

<u>231</u>	single family units
<u>212</u>	zero lot line units
<u>296</u>	4-plex units
<u>176</u>	townhouse units
<u>608</u>	garden apartment units
<u>1532</u>	total dwelling units

Note: optional building types as described under parcel descriptions below will increase this count but will not exceed the maximum overall net density requested under paragraph 3 below.

3. a. Gross density calculations: the gross density illustrated equals 3.05 du/gross acre, the gross density for maximum density requested for each parcel equals 3.70 du/gross acre.
- b. The net density of the entire site as illustrated equals 5.43 dwelling units per net acre; however, the maximum requested net density shall not exceed 6.62 dwelling units per net acre which provides for selecting the optional building types as described under parcel descriptions below. This represents a maximum number of dwelling units not to exceed 1856 (maximum density computed on net area).
4. Setbacks are as indicated in parcel descriptions below or as follows:
 - 64' - 70' ROW streets - front yard setback 25' with corner lot having a 15' side yard adjacent to the side street.
 - 58' ROW Streets - front yard setback 20' with setbacks on the cul-de-sac end being extended to 25'. All corner lots shall have a side yard setback of 15' adjacent to side street.
5. All utilities shall be installed underground.
6. Signs designating the name of the development shall be permitted at the entrances to the proposed parcels if they follow in accordance with the provisions of Section 28.04.139 of the code of the City of Wichita.
7. A master homeowners association shall be incorporated for the entire project with individual agreements for parcels, 1 thru 14 for the maintenance of non-public open space, parking areas, private streets or drives, signs, logo's, buffer areas, drainage channels, swales, etc. and shall be filled with the plat of the area.

8. Parcel 15 represents the general open space/golf course development and shall be operated and maintained by the golf course ownership. This stipulation does not prohibit a master association of all homeowners from all parcels, participating in the maintenance costs of any part or all of Parcel 15. This general open space/golf course development represents 221.16 acres or 44% of the total site.
9. Streets, drives and turnarounds in the project elements being developed as zero-lot line, duplex, 4-plex, townhouses or garden apartments shall be privately owned. All other streets shall be dedicated.
10. A sidewalk plan will be provided at the time of platting.
11. Minimum lot sizes for single family detached units shall be 8,000 sq. ft. except for zero lot line detached which shall be 5,000 sq. ft. Minimum lot sizes for duplex (single family attached) shall be 10,000 sq. ft.
12. The proposed drainage facilities, lakes, detention facilities, drainage ways, swales, etc. shall be owned and maintained by the Golf Course and/or related maintenance association and shall be designed in conformance of a hydrology study as prepared independently from this document. Results of this study and proposed drainage facilities shall be submitted for approval at the time of platting.
13. Final determination of street right-of-way and pavement width will be resolved at the time of platting.
14. Should an alternate land use, permitted under parcel descriptions below, be developed instead of the parcel plan as illustrated, a layout plan shall be submitted for approval by Director of Planning at the time of platting indicating configuration and setbacks.
15. Building setback lines from all existing pipeline easements shall be established at the time of platting and all paving over the easement shall be with the approval of the effected pipeline company; any change in elevation or relocation of the pipeline shall be without costs to the City of Wichita.
16. Any crossing of the 50' KG&E Easement shall require the approval of the utility company.
17. At the time of platting the applicant shall guarantee ramps/roll back curbs where golf patrons are required to cross public streets.

PARCEL NO. 3

Proposed uses - zero lot line, duplex, 4-plex, townhouses

Dwelling units - zero lot line - 117

duplex - 140

4-plex 188

townhouses - 282

Gross Parcel Area - 23.5 acres

Net Building Area - 23.5 acres

Density (net building area)

zero lot line - 5.0 du/ac

duplex - 6.0 du/ac

4-plex - 8.0 du/ac

townhouse - 12.0 du/ac

Maximum building coverage - 30%

Maximum building height - 35 ft.

Setback - to be determined at time of platting,
dependent upon land use.

Parking ratio - 2.0 (duplex, 4-plex, townhouse)

4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 4

Proposed uses - zero lot line, duplex, 4-plex, townhouses

Dwelling units - zero lot line - 37

duplex - 44

4-plex - 56

townhouses - 88

Gross parcel area - 7.4 acres

Net building area - 7.4 acres

Density (net building area) -

zero lot line - 5.0 du/ac

duplex - 5.9 du/ac

4-plex - 7.6 du/ac

townhouses - 11.9 du/ac

Maximum building coverage - 30%

Maximum building height - 35 ft.

Setback - to be determined at time of platting,
dependent upon land use.

Parking ratio - 2.0 (duplex, 4-plex, townhouses)

4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 5

Proposed uses - zero lot line, 4-plex, townhouses

Dwelling units - zero lot line - 44

4-plex - 68

townhouses - 105

Gross Parcel area - 8.8 acres

Net building area - 8.8 acres

Density (net building area) -

zero lot line - 5.0 du/ac

4-plex - 7.7 du/ac

townhouses - 11.9 du/ac

Maximum building coverage - 30%

Maximum building height - 35 ft.

Setbacks - to be determined at time of platting,
dependent upon land use.

Parking ratio - 2.0 (4-plex, townhouses)

4.0 (zero lot line) includes 2 spaces in garage

PARCEL NO. 6

Proposed uses - Single Family Detached

Dwelling units - 62

Gross parcel area - 45.8 acres

Net building area - 37.5

Density (net building area) - 1.65 du/ac

Maximum building coverage - 30%

Maximum building height - 35 ft.

Setbacks - Minimum front yard - see note 4 above

Minimum rear yard - 20 ft.

Minimum side yard - 6 ft.

Parking ratio - as per street ROW requirements

PARCEL NO. 7

Proposed uses - Single Family Detached, Duplex

Dwelling units - Single Family - 54

Duplex - 136

Gross Parcel area - 30 acres

Net building area - 22.7 acres

Density (net building area) -

Single Family - 2.38 du/ac

Duplex - 6 du/ac

Maximum building coverage - 30%

Maximum building height - 35 ft.

Setbacks - Minimum front yard - see note 4 above

Minimum rear yard - 20 ft.

Minimum side yard - 6 ft.

Parking ratio - as per street ROW requirements

PARCEL NO. 8

Proposed uses - single family, zero lot line, duplex, 4-plex
Dwelling units - single family - 26
 zero lot line - 51
 duplex - 102
 4-plex - 136
Gross parcel area - 17.3 acres
Net building area - 17.3 acres
Density (net building area) -
 single family - 2.0 du/ac
 zero lot line - 2.9 du/ac
 duplex - 6.0 du/ac
 4-plex - 7.9 du/ac
Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
 dependent upon land use.
Parking ratio - 4.0 (zero lot line) includes 2 spaces inside garage
 single family option - as per street ROW requirements
 4-plex & duplex - 2.0

PARCEL NO. 9

Proposed uses - zero lot line, townhouses, garden apt.
Dwelling units - zero lot line - 70
 townhouses - 168
 garden apt. - 280
Gross parcel area - 14.0 acres
Net building area - 14.0 acres
Density (net building area) -
 zero lot line - 5 du/ac
 townhouses - 12 du/ac
 garden apt. - 20 du/ac
Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
 dependent upon land use.
Parking ratio - 2.0 townhouses & garden apt.
 4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 10

Proposed uses - zero lot line, townhouses or garden apartments
Dwelling units - zero lot line - 73
 townhouses - 176
 garden apartments - 294
Gross parcel area - 14.7 acres
Net building area - 14.7 acres
Density (net building area) -
 zero lot line - 5.0 du/ac
 townhouses - 12 du/ac
 garden apartments - 20.00 du/ac

PARCEL NO. 10 - Cont.

Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
dependent upon land use.
Parking ratio - 2.0 (townhouses or garden apartments)
4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 11

Proposed uses - zero lot line, duplex, 4-plex, townhouses
Dwelling units - zero lot line - 63
duplex - 76
4-plex - 100
townhouses - 151
Gross parcel area - 12.6 acres
Net building area - 12.6 acres
Density (net building area) -
zero lot line - 5.0 du/ac
duplex - 6.0 du/ac
4-plex 7.93 du/ac
townhouses - 11.98 du/ac
Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
dependent upon land use.
Parking ratio - 2.0 (duplex, 4-plex & townhouses)
4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 12

Proposed uses - zero lot line, 4-plex, townhouses, clubhouse &
recreational facilities expansion
Dwelling units - zero lot line - 32
4-plex - 48
townhouses - 77
Gross parcel area - 6.43 acres
Net building area - 6.43 acres
Density (net building area) -
zero lot line - 4.98 du/ac
4-plex - 7.47 du/ac
townhouses - 11.98 du/ac
Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
dependent upon land use.
Parking ratio - 2.0 (4-plex & townhouses)
4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 13

Proposed uses - zero lot line, duplex, 4-plex & townhouses
Dwelling units - zero lot line - 22
 duplex - 26
 4-plex - 36
 townhouses - 52
Gross parcel area - 4.41 acres
Net building area - 4.41 acres
Density (net building area) -
 zero lot line - 4.99 du/ac
 duplex - 5.9 du/ac
 4-plex - 8.16 du/ac
 townhouses - 11.79
Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
 dependent upon land use.
Parking ratio - 2.0 (duplex, 4-plex & townhouses)
 4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 14

Proposed uses - zero lot line, townhouses & garden apartments
Dwelling units - zero lot line - 82
 townhouses - 196
 garden apartments - 328
Gross parcel area - 18.8 acres
Net building area - 16.4 acres
Density (net building area) -
 zero lot line - 5.0 du/ac
 townhouses - 12.0 du/ac
 garden apartments - 20.0 du/ac
Maximum building coverage - 30%
Maximum building height - 35 ft.
Setbacks - to be determined at time of platting,
 dependent upon land use.
Parking ratio - 2.0 (townhouses & garden apartments)
 4.0 (zero lot line) includes 2 spaces inside garage

PARCEL NO. 15

Proposed uses - golf course, club house structures, related flood
 and drainage, maintenance facilities, swimming
 pools, tennis courts, parking, golf course,
 accessory structures, driving range, open space,
 floodway, cart paths and other misc. service
 facilities
Gross parcel area - 221.16 acres
Maximum building height - 35 ft.
Setback - 100' from all arterial streets
Parking ratio - as per City Code for structural uses constructed.



KANSAS STATE BOARD OF AGRICULTURE

TOPEKA, KANSAS 66612

DIVISION OF WATER RESOURCES
GUY E. GIBSON, Chief Engineer
1720 SOUTH TOPEKA AVENUE
TOPEKA, KANSAS 66612

W. W. DUITSMAN
Secretary
State Office Building

September 4, 1979

Mr. Robert B. Fox, President
Comotara Properties, Inc.
2225 Hathaway Circle
Wichita, Kansas 67226

Dear Mr. Fox:

Consideration has been given to your application for permit to construct a dam across an unnamed tributary of Gypsum Creek, at a location in the SW $\frac{1}{4}$ of Section 5, Township 7 South, Range 2 East, City of Wichita, Sedgwick County, Kansas.

In accordance with the provisions of K.S.A. 82a-301 to 305a, the Chief Engineer has approved the plans and specifications, and issued the enclosed permit, authorizing construction of the project.

The one set of plans and specifications submitted to this office has been endorsed with the Chief Engineer's approval and will be retained in our files. Should you wish any copies of plans and specifications with the Chief Engineer's approval endorsement shown thereon, please submit the required number.

Very truly yours,

Keller Cordon
Engineer

KC:acs
Enclosure

cc: Mr. James L. Martin, Van Doren, Hazard, Stallings, Engineers

RECORDED
SEP - 1979
VAN DOREN, HAZARD,
STALLINGS,

79-246
Benjamin
Martin
Stallings



COMOTARA

August 29, 1979

Mr. Dean Sellers
City Engineer
City of Wichita
455 N. Main Street - 7th Floor
Wichita, Kansas 67201

Dear Dean:

Reference is made to the subdivision report regarding the final plat of Pebble Green generally located north of 21st Street and west of Webb Road. Staff comment "I" requires that a guarantee for golf cart public street ramps or roll back curbs be given at the time of platting. Further, the comment indicates that guarantees shall include the cost of signing the subject crossings.

Please consider this letter a request and a guarantee that at the two locations within Pebble Green the street design will include roll back curbs and further that at the time the golf cart paths are designed and constructed the developer will include curb cuts to accommodate the golf cart crossings. Discussion with the Traffic Engineering Division has resulted in their withdrawal of a request that the crossings be signed on the public street.

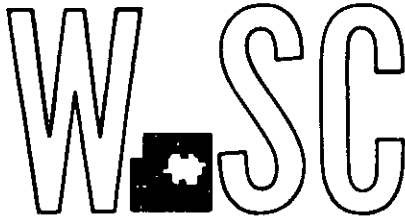
Sincerely,

Elton Parsons

EP:cab

cc: Mike Lindebak
Bill McKinley
Bob Fox
Ken Bengston

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

August 10, 1979

Van Doren-Hazard-Stallings
260 N. Rock Road
Wichita, Ks. 67206

Re: S/D 79-70 - Final plat of Pebble Green

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 9, 1979, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. All easements currently labeled as drainage easements are to be relabeled "storm sewer easements".
- B. All joint "drainage and utility easements" shall be divided and a specific area labeled as "storm sewer easement" with a parallel adjacent "utility easement".
- C. The minimum pad elevations specified in the plat's text shall also be shown on the face of the plat.
- D. The applicant shall submit a restrictive covenant to be recorded with the plat which states that no buildings can be constructed on the lots which have minimum pad requirements until state approval has been obtained for the lake which is to be built west of this plat.
- E. A 10-foot utility easement shall be added between Lots 31 and 32, Block 2.
- F. A 15-foot storm sewer easement and a 15-foot utility easement shall be added between Lots 19 and 20, Block 1.
- G. The final plat tracing shall show block designations.
- H. The applicant shall guarantee all drainage improvements required by the plat.
- I. The applicant shall guarantee the installation of sanitary sewer to serve each lot.

Van Doren-Hazard-Stallings
Page 2
August 10, 1979

- J. The applicant shall guarantee the installation of City water to serve each lot.
- K. The applicant shall submit paving guarantees for all interior streets.
- L. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- M. A master homeowners' association for the entire section of land shall be formed as well as individual homeowner's associations for the block surrounding Reserve B and for the block just west of Webb Road which has been approved for townhouse development. These association agreements shall provide for the maintenance of common open spaces, private driveways, etc.
- N. In accordance with the C.U.P., guarantees for golf cart/public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing these crossings.
- O. The large area adjacent to Webb Road which is designated as "Reserve E" should be platted as a lot.
- P. Pebble Green Circle shall be relabeled as Pebble Green Court.
- Q. The setback lines shown on the final plat shall be labeled OR they may be deleted from the plat altogether since they are specified on the C.U.P.
- R. The complete access control to Webb Road which is mentioned in the plat's text shall be added to the face of the plat.
- S. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, August 16, 1979 at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,


Louise Olivarez
Senior Planner

Van Doren-Hazard-Stallings

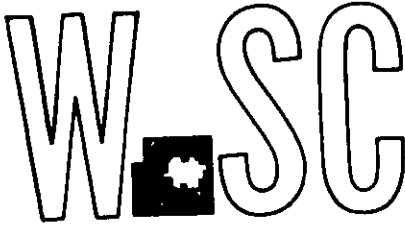
Page 3

August 10, 1979

LO:bh

cc: Comotara Development Co., and Comotara Properties, Inc.
2225 Hathway Circle, 67226
Dean Sellers, Assistant City Engineer

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

June 15, 1979
Van Doren-Hazard-Stallings
260 North Rock Road
Suite 250
Wichita, Ks. 67206

Re: S/D 79-70 - Preliminary plat of Pebble Greens

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 14, 1979, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. A drainage concept has been approved for this property. Prior to submission of any final plats, detailed drainage plans will need to be submitted to the City Engineer's office for review and approval.
- B. The applicant shall guarantee all drainage improvements required by the plat.
- C. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the installation of City water to serve each lot.
- E. The applicant shall submit paving guarantees for all streets.
- F. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- G. A master homeowners' association for the entire section of land shall be filed at such time as any portion of this section is final-platted. Also, individual homeowners' association agreements shall be filed for Block 2 and Block 4 in order to provide for the maintenance of the private drives, common open spaces, etc.
- H. In accordance with the C.U.P. guarantees for golf cart/public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing

Van Doren-Hazard-Stallings

Page 2


June 15, 1979

- I. Block 1 in the northwest corner of the plat cannot be final-platted until the Stonehedge Street system is dedicated and guaranteed.
- J. Prior to submission of any final plats, the applicant's engineer shall contact Roberta Mendenhall in the Public Works Department regarding street names.
- K. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

If you should have any questions concerning this matter, please call.

Sincerely,

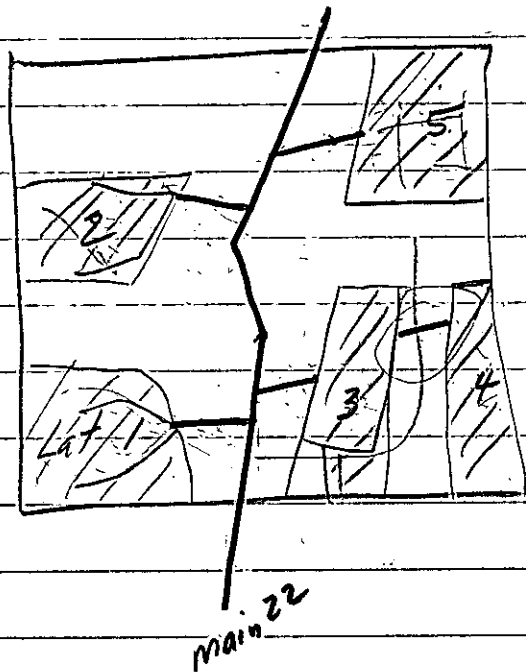

Louise Olivarez
Senior Planner

LO:bh

Encl.

cc: Bill G. Yung Design, 1355 N. Waco, 67203
Comotara Prop., Inc., 2225 Hathway Circle, 67226
Dean Sellers, Assistant City Engineer

Comokara San. Sewer Extensions
Main 22, W. I. S.



- ① Can extensions be constructed as one project & assessed to indiv. districts as phase 1 lateral sewers with lateral sewers constructed at a later date (as indiv. projects)

This would result in 3 sewer assessments to the property

- 1 Main 22
- 2 Phase 1 } LATERALS - in Phases
- 3 Phase 2

Alternate

- ② Individual petitions for each lateral & construct extensions as Phase 1. Sell temp. notes until Phase 2 is constructed at later date (one bond issue & one assess.)

Can all Phase 1's be combined in to one contract document? (for bidding & construction purposes?)

Ch. B. ...

SUBDIVISION REPORT

S/D NO. 79-70 Name Pebble Greens
Date Application Rec'd. 6-4-79 Preliminary Approval _____
Scheduled S/D Meeting 6-14-79

DESCRIPTION

General Location North of 21st Street North and west of Webb Road

Owner Comotara Development Company
Surveyor/Engineer Bill G. Yung Design
Address 1355 North Waco 67203 Phone 264-0676

- | | |
|--|--|
| <p>1. Gross Acreage of Plat <u>154</u></p> <p>2. Number of Lots:
Residential <u>113</u>
Commercial _____
Industrial _____
Other _____</p> <p>Total Number of Lots <u>113</u></p> <p>3. Minimum Lot Frontage <u>60' @ setback</u> ft.</p> <p>4. Minimum Lot Area <u>9000</u> square ft.</p> <p>5. Existing Zoning <u>AA</u></p> <p>6. Proposed Zoning <u>AA with CUP (DP-96)</u></p> <p>9. Public Water Supply <u>Yes (Yes-No)</u>, Name <u>City of Wichita</u></p> <p>10. Public Sanitary Sewers <u>Yes (Yes-No)</u>, Name <u>City of Wichita</u></p> <p>11. Health Department Approval (where applicable) <u>N.A.</u> (Yes-No)</p> <p>12. City of Wichita <u>Yes</u>: Three-Mile Area _____</p> | <p>7. Lineal Feet of New Streets:</p> <p>a. <u>64'</u> R/W <u>6000</u> ft.</p> <p>b. <u>58'</u> R/W <u>2060</u> ft.</p> <p>c. _____ R/W _____ ft.</p> <p>d. _____ R/W _____ ft.</p> <p>e. _____ R/W _____ ft.</p> <p>TOTAL <u>8060</u> ft.</p> <p>8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/></p> |
|--|--|

STAFF COMMENTS:

- A. The City and County Public Works representatives should be prepared to discuss the status of the previously submitted site drainage plan.
- B. The applicant shall guarantee all drainage improvements required by the plat.
- C. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the installation of City water to serve each lot.
- E. The applicant shall submit paving guarantees for all streets.
- F. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- G. A master homeowners' association for the entire section of land shall be filed at such time as any portion of this section is final-platted. Also, individual homeowners' association agreements shall be filed for Block 2 and Block 4 in order to provide for the maintenance of the private drives, common open spaces, etc.
- H. In accordance with the C.U.P. guarantees for golf cart/public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing these crossings.
- I. Block 1 in the northwest corner of the plat cannot be final-platted until the Stonehenge street system is dedicated and guaranteed.

- I. The City Department of Public Works shall be prepared to comment on the suitability of the proposed street names.
- K. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

S/D NO. 80-36 Name Bluestem *Villages*
Date Application Rec'd. May 29, 1980 Preliminary Approval _____
Scheduled S/D Meeting June 12, 1980

DESCRIPTION

General Location North of 21st Street and west of Webb Road

Owner Pebble Creek Company, Inc.

Surveyor/Engineer Bill G. Yung Design

Address 1355 N. Waco, Wichita, Ks. 67203 Phone 264-0676

- | | |
|--|--|
| <p>1. Gross Acreage of Plat <u>151.01+</u></p> <p>2. Number of Lots: _____
 Residential <u>117</u>
 Commercial _____
 Industrial _____
 Other _____
 Total Number of Lots <u>117</u></p> <p>3. Minimum Lot Frontage <u>100' at setback</u></p> <p>4. Minimum Lot Area <u>14,000 square feet</u></p> <p>5. Existing Zoning <u>AA</u></p> <p>6. Proposed Zoning <u>AA w/C.U.P. (DP-96)</u></p> <p>9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u></p> <p>10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u></p> <p>11. Health Department Approval (where applicable) <u>NA</u> (Yes-No)</p> <p>12. City of Wichita <u>Yes</u> : Three-Mile Area _____</p> | <p>7. Lineal Feet of New Streets:</p> <p>a. <u>64'</u> R/W <u>4510</u> ft.</p> <p>b. <u>58'</u> R/W <u>3040</u> ft.</p> <p>c. _____ R/W _____ ft.</p> <p>d. _____ R/W _____ ft.</p> <p>e. _____ R/W _____ ft.</p> <p>TOTAL <u>7550</u> ft.</p> <p>8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/></p> |
|--|--|

STAFF COMMENTS:

NOTE: This is a replat of Pebble Green Addition

- A. In accordance with the associated C.U.P., the access control on Webb Road shall be revised to indicate that one opening is allowed. It shall be noted that the limited number of access points to the arterials is at the developer's request and is not a platting requirement.
- B. The associated C.U.P. indicates an emergency access easement into Lot 89, Block 2 from the north. The easement, as well as the one between Lots 51 and 52 in Block 2, shall be shown on the final plat as reserves. The plattor's text shall state what these reserves are for.
- C. The note on the preliminary plat indicates that Reserves B thru L will be blanket utility easements. If any recreational facilities are proposed for these areas, such as swimming pools or tennis courts or structures with permanent foundations, the easements shall be limited to specific areas.
- D. Homeowners' Association shall be formed to own and maintain the common open spaces such as the reserves, private drives and parking areas, entrance signs, guardhouse, golf course, etc. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City maintenance in the event the owners fail to adequately maintain) shall be submitted with the final plat.
- E. The C.U.P. states that a sidewalk plan will be submitted at the time of platting. The applicant or his agent shall be prepared to discuss the proposed location of sidewalks.
- F. The applicant shall guarantee the paving of all public streets within this subdivision. This guarantee shall include the construction of roll back curbs at the golf cart crossings.

- G. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- H. The applicant shall guarantee the extension of City water to serve all lots.
- I. The applicant shall guarantee any drainage improvements required by the platting of this property.
- J. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- K. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

SUBDIVISION REPORT

S/D NO. 80-36 Name Bluestem Village
Date Application Rec'd. May 29, 1980 Preliminary Approval 6-12-80
Scheduled S/D Meeting 6-29-80

DESCRIPTION

General Location North of 21st Street and west of Webb Road

Owner Pebble Creek Co., Inc.
Surveyor/Engineer Van Doren, Hazard, Stallings
Address 260 N. Rock Rd., Suite 250, 67206 Phone 264-0676

- 1. Gross Acreage of Plat 151.01±
- 2. Number of Lots:
 - Residential 117
 - Commercial _____
 - Industrial _____
 - Other _____
- 3. Total Number of Lots 117
- 4. Minimum Lot Frontage 100' at setback
- 5. Minimum Lot Area 14,000 sq. ft.
- 6. Existing Zoning AA
- 7. Proposed Zoning AA w/C.U.P. (DP-96)
- 7. Lineal Feet of New Streets:
 - a. 64' R/W 4510 ft.
 - b. 58' R/W 3040 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 7550 ft.
- 8. Sidewalk adjacent to all streets? yes y no
- 9. Public Water Supply Yes (Yes-No), Name City of Wichita
- 10. Public Sanitary Sewer Yes (Yes-No), Name City of Wichita
- 11. Health Department Approval (where applicable) N/A (Yes-No)
- 12. City of Wichita Yes: Three-Mile Area _____

STAFF COMMENTS:

- A. The applicant shall guarantee the paving of all public streets within this addition, including the construction of roll back curbs at the golf cart crossings. Prior to construction of the golf cart crossings, the applicant shall work with the Department of Law to resolve any conflicts which may exist regarding unlicensed vehicles crossing public streets.
- B. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- C. The applicant shall guarantee the extension of City water to serve all lots.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property. The City Engineer's representative shall be prepared to comment on the applicant's final drainage plan and state what drainage improvements are required.
- E. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- F. The westernmost Windwood Court shall be changed to Windwood Circle.
- G. Homeowners' Associations shall be formed to provide for the ownership and maintenance of the common open spaces. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City maintenance in the event the owners fail to adequately maintain) shall be submitted to the Planning Department for review at least 3 weeks prior to the City Commission review date.

- H. The building setbacks shown on the preliminary plat for Lot 1, Block 2 shall be added to the final plat tracing.
- I. The recording data for the Cities Service Gas Company easement adjacent to Webb Road shall be shown on the final plat tracing.
- J. Recording of the plat within 30 days after approval by the Board of City Commissioners.