

THIS CONTRACT, made and entered into this 20 day of May, 1975, by and between THE CITY OF WICHITA, KANSAS, a Municipal Corporation, party of the first part, hereinafter called the "CITY", and OAKLAWN IMPROVEMENT DISTRICT, party of the second part, hereinafter called "DISTRICT".

WITNESSETH:

Whereas, the City owns and operates sewage disposal and treatment facilities of adequate capabilities; and

Whereas, the District desires treatment of the District's sewage by the City; and

Whereas, the District shall continue to be responsible for the operation and maintenance of the District's existing sewage system as well as individual billing; and

Whereas, the District will be responsible for the installation of the sanitary sewer main from the District to the City's Sewage Treatment Plant #2, which would also require the District to install a measuring gauge to record all flows received from the District and the District would pay to the City, based upon a volume rate, 22 cents per hundred cubic feet flowage.

Therefore, in view of the premises aforesaid and in consideration of mutual covenants and premises herein contained, it is agreed by and between the parties as follows:

Section 1. Permission to Connect and Right to Pump Sewage for Treatment. The City grants permission to the District to connect a sanitary sewer main from the District to the City's Sewage Treatment Plant #2 at a point designated by the City, and the District has the right to pump sewage into said main and sewage treatment plant for treatment. Connection of the District sanitary sewer main to the Sewage Treatment Plant #2 shall be done by City forces and charged to the District. The District shall file a complete set of plans, specifications and

maps of all District facilities with the City prior to connection. The location of each contemplated benefit unit shall be clearly designated on said maps.

Section 2. Metering, Rates and Billing. The District shall install a sewage flow meter that is acceptable to the City's Director of Water and shall construct a suitable structure to house the meter at a location approved by the City. Said structure shall be maintained by the District and the City shall maintain and be responsible for the sewage flow meter.

The City shall be responsible for reading the sewage flow meter and shall bill the District monthly. The billing rate shall be twenty-two (22) cents per hundred (100) cubic feet flowage unless amended. One and one-half (1-1/2%) per month interest will be added to the unpaid balance of any bill not paid within twenty-five (25) days.

If for any reason, failure of the sewage flow meter or maintenance of the same, the sewage flow meter does not record fifteen (15) or more days of sewage flow, the City shall estimate the bill based upon an average of the previous 3 month recorded readings. If the sewage flow meter is inoperable for less than fifteen (15) days during the monthly billing period, the City shall evaluate the flow for those days not recorded by the average flow meter based upon an average of the recorded days during the billing period. The City shall

notify the District in advance of the billing that such condition exists and that the billing will be estimated accordingly.

Section 3. Responsibility. In addition to the above mentioned responsibilities, the District shall be responsible for the installation, operation and maintenance of its sanitary sewage collection system and the sanitary sewer main to the connection point with the City's facilities. The City, through execution of this contract, will receive and treat the District's sewage wastes at the City's sewage treatment plant #2. The District shall be responsible for meeting all the requirements of the Federal Water Pollution Control Act Amendments of 1972 (PL 92-500) and future additions or amendments to the act that pertain to the District's sewage collection system, industrial users and billing procedures. The District shall enforce all City ordinances that relate to toxic wastes, heavy metals, grease and oil, or any other sewage wastes that would be detrimental to the City's sewage treatment plant. Failure to do so shall be cause for the termination of this agreement and the cessation of service by the City. The District shall also be responsible for the billing of its individual customers or users.

Section 4. Industrial Users. Any industrial user as defined in the Standard Industrial Classification Manual that either directly or indirectly uses the District's system must first be approved by the City, and if approved by the City will be subject to all City ordinances pertaining to industrial users including industrial cost recovery.

Section 5. Liability for District Facility of Debt. The District shall be fully responsible for installation, operation and maintenance of the District owned facilities and the District agrees to hold the City harmless of and from any legal action against the City or the District arising from the installation, operation and/or maintenance of the District owned sewage system or any part thereof by the District.

Regardless of any proposed or actual change in state law which might provide otherwise, the City will not, in any case, be liable for any debt incurred or contracted by the District.

Section 6. Emergency Termination of Service. The City hereby agrees to make every reasonable effort to provide adequate sewage treatment service at all times, pursuant to the terms of this contract; however, it is understood and realized by the parties hereto that the Wichita sewage treatment system might, by reason of unforeseen catastrophe or disaster commonly called acts of God, become inadequate to meet the needs of the inhabitants of the City, and it is herefore mutually agreed that should such occur, the sewage treatment service by the City to the District may be curtailed or terminated upon the giving of written notice, when possible, to the District.

Section 7. Termination by City. If at any time, the District fails to comply with any provision of this contract, the City may, at its discretion, terminate this contract by giving the District written notice.

Section 8. Contract Term and Renewal, Negotiation of Rate Change. The term of this contract shall be for

20 years. However, the rate charged per 100 cubic feet may be amended annually by the City by giving written notice to the District, but in any event, the rate charged per 100 cubic feet shall be based upon the unit cost for treatment (operation and maintenance, depreciation and capital costs of the treatment plant) as determined by the Director of Water and Water Pollution Control and shall include the same surcharge as similar users outside of the City.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by the respective officers thereunto duly authorized this 20 day of May, 1975.

THE CITY OF WICHITA, KANSAS

By

Connie A. Peters

CONNIE A. PETERS

MAYOR

ATTEST:

Donald C. Gisick

City Clerk

DONALD C. GISICK

Approved as to form:

John Dekker

John Dekker, Director of Law

OAKLAWN IMPROVEMENT DISTRICT

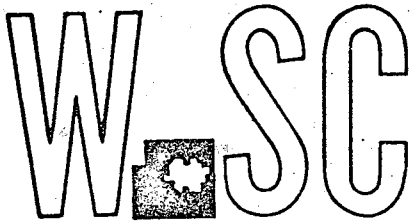
By

Earl Bruner

ATTEST:

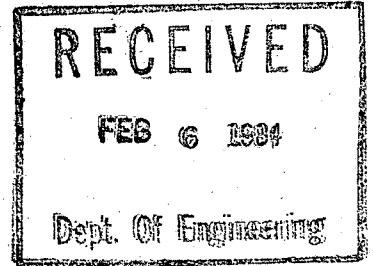
Clara E. Swickard

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
COMMISSION

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



February 3, 1984

Baughman Company, P.A.  
330 Laura  
Wichita, Kansas 67211

Re: S/D 84-4 - 47th Street Development Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, February 2, 1984, 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. The following access controls shall be shown on the final plat:

- Lot 1: access control except one opening to Oliver;
- Lot 2: access control except one opening to Oliver;
- Lot 3: access control except two openings to Oliver  
within the north 457 feet;
- Lot 3: access control except one opening to 47th Street  
within the west 250 feet.

B. The applicant's drainage concept has been approved. A more detailed drainage plan shall be submitted to the County Engineer before submitting the final plat. There may be a need for a floodway on the west side of Lot 2, and there may be requirements regarding discharge and velocities, etc.

C. The applicant shall guarantee the extension of municipal water to serve Lots 1 and 2. An outside-the-City water service agreement will be required to be filed with this plat.

D. The applicant shall guarantee municipal sanitary sewer service to all three lots. Expansion of the Oaklawn Improvement District to include this property has already been requested. A petition for sewer service has already been accepted by the District. However, prior to submission of a final plat, the applicant shall obtain from the Oaklawn Improvement District's engineer, information regarding the sewer capacity at this system. That information shall be submitted to the City


Engineer (or the Sewer Maintenance Division of Water Pollution Control) for review. Since the City of Wichita's sewer contract with the O.I.D. requires any industrial user to first be approved by the City, preliminary commitment from the City shall be obtained prior to filing the final plat.

- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant shall submit an avigational easement covering all of the subject property along with the associated restrictive covenant.
- G. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the Subdivision Regulations.
- H. 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

cc: George Lekron and M. C. Griffin, 4617 S. Oliver, 67210  
Vernon Jacobs, 5515 E. 61st St. North, 67220  
Claud Shelor, County Department of Public Works  
✓Mike Lindebak, City Engineer

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D No. 84-4 Name 47th Street Development  
Date Application Rec'd. 1-23-84 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 2-2-84

DESCRIPTION

General Location NW corner 47th Street South and Oliver

Owner George Lekron and M. C. Griffin  
Surveyor/Engineer Baughman Company, P.A.  
Address 330 Laura, Wichita, Ks. Zip Code 67211 Phone 262-7271

- 1. Gross Acreage of Plat 26.9
- 2. Number of Lots :
  - Residential \_\_\_\_\_
  - Commercial \_\_\_\_\_
  - Industrial 3
  - Other \_\_\_\_\_
- 3. Total Number of Lots 3
- 3. Minimum Lot Frontage 115 ft.
- 4. Minimum Lot Area 30,473 sq. ft.
- 5. Existing Zoning E
- 6. Proposed Zoning E
- 7. Lineal Feet of New Street
  - a. \_\_\_\_\_ R/W \_\_\_\_\_ 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 X no
- 9. Is public water available X Yes \_\_\_\_\_ No, Name City of Wichita
- 10. Is sanitary sewer available X Yes \_\_\_\_\_ No, Name Oaklawn Sewer District
- 11. Has Health Dept. approval been obtained (where applicable) Yes No
- 12. City of Wichita \_\_\_\_\_ 3-Mile Area X Outside of 3-Mile Area \_\_\_\_\_

STAFF COMMENTS:

- A. The representative from the County Engineer's office should be prepared to comment on the status of the applicant's drainage concept for this property.
- B. The representative from the County Engineer's office should be prepared to comment on the amount of "complete access control" to be platted at the corner of 47th and Oliver from Lot 3. Due to the curve in 47th Street, it is recommended that the one requested access point to 47th Street be designated within the west 250 feet of Lot 3. Also to be discussed at the meeting is the need for decel lanes. Planning staff feels that the amount and type of traffic generated by industrial sites requires decel lanes for adequate traffic flow.
- C. The applicant shall guarantee the extension of municipal water to serve Lots 1 and 2. An outside-the-City water service agreement will be required to be filed with this plat.
- D. The applicant's agent shall be prepared to discuss how municipal sanitary sewer services will be provided to this industrial property. If Oaklawn Improvement District's services are to be provided, annexation of the property into the O.I.D. will be required as well as City of Wichita approval for any additional industrial users of that sewer system.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant shall submit an avigational easement covering all of the subject property along with the associated restrictive covenant.
- G. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the Subdivision Regulations.
- H. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).