

**URBAN HYDROLOGY FOR SMALL WATERSHEDS (TR-55)
PEAK DISCHARGE WORKSHEET
FOR CHAPTER 4 (APPENDICES D & E)**

Project GT. PLAINS BUS. PARK 2ND ADDN. By K. HILL Date 8-10-90
 Checked _____ Date _____

Steps Peak Discharge Computations for up to 3 Storms: Type II, Duration 24 hours.

1. **Data:** Watershed Condition = _____ (present or future)

Drainage Area (DA) = 103 acres. Ave. Watershed Slope (S) = 0.6 %.

2. **Runoff Curve Number (CN)**

Hydrologic Soil Group (Appendix B)	Land Use Description Include Treatment, Practice & Condition (Table 2-2)	CN (Table 2-2) (3)	% or Area (acres) (4)	Product (3)x(4) (5)
B	RESIDENTIAL 1/2 ACRE	70	50	3500
B	INDUSTRIAL	88	50	4400
Totals =			<u>100</u>	<u>7900</u>

CN (weighted) = $\frac{\text{total col. (5)}}{\text{total col. (4)}} \left[\frac{7900}{100} \right] = \underline{79}$; use CN = 79

3. **Rainfall Frequency (F)**

Rainfall Depth (P)

1st Storm	2nd Storm	3rd Storm	
		<u>100</u>	yr.
		<u>7.8</u>	inches

4. **Runoff Depth (Q)**

Use P, CN, and Table 2-1.

		<u>5.37</u>	inches
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5. **Basic Peak Discharge (q)**

Use S, DA, CN, and Figure D-2.

For graph labeled: Flat (S = less than 3%)
 Moderate (S = 3% to 7.9%)
 Steep (S = 8% & greater)

	<u>39</u>	cfs/inch of Q
	<u>0.82</u>	
	<u>171.7</u>	cfs

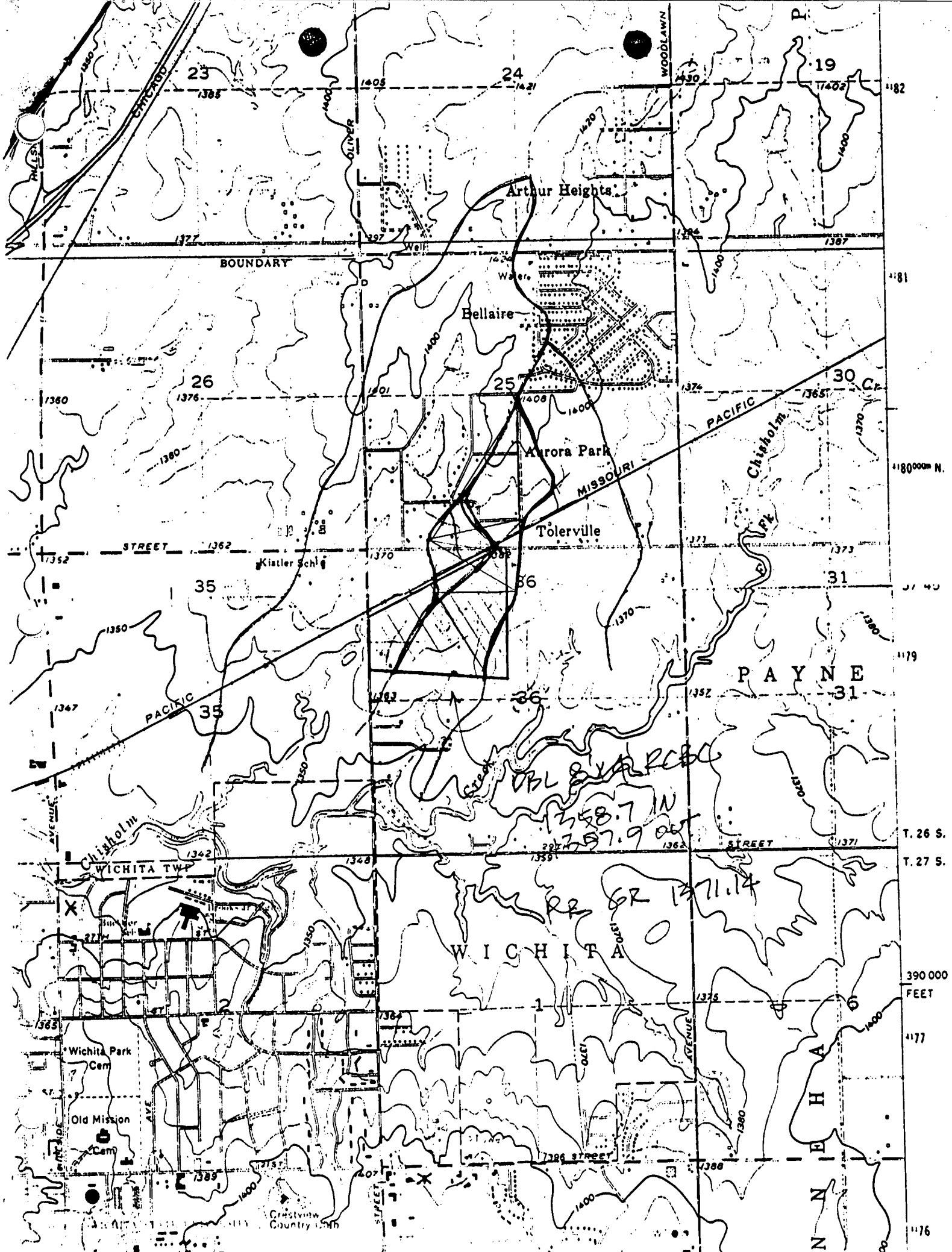
6. **Watershed Slope Factor**

Use S, DA, and Table E-1.

7. **Peak Discharge (q_p)**

where q_p = Steps #4 x 5 x 6

See Steps 8 to 13 for adjustments that may be applicable.



23

24

19

26

25

30

35

36

31

BOUNDARY

STREET

PACIFIC

MISSOURI

Chisholm Crk

PACIFIC

PAYNE

WICHITA TWP

WICHITA

STREET

Wichita Park Cem

Old Mission Cem

Gravestone Country Club

1182

1181

1180000 N.

1179

T. 26 S.

T. 27 S.

390000 FEET

1177

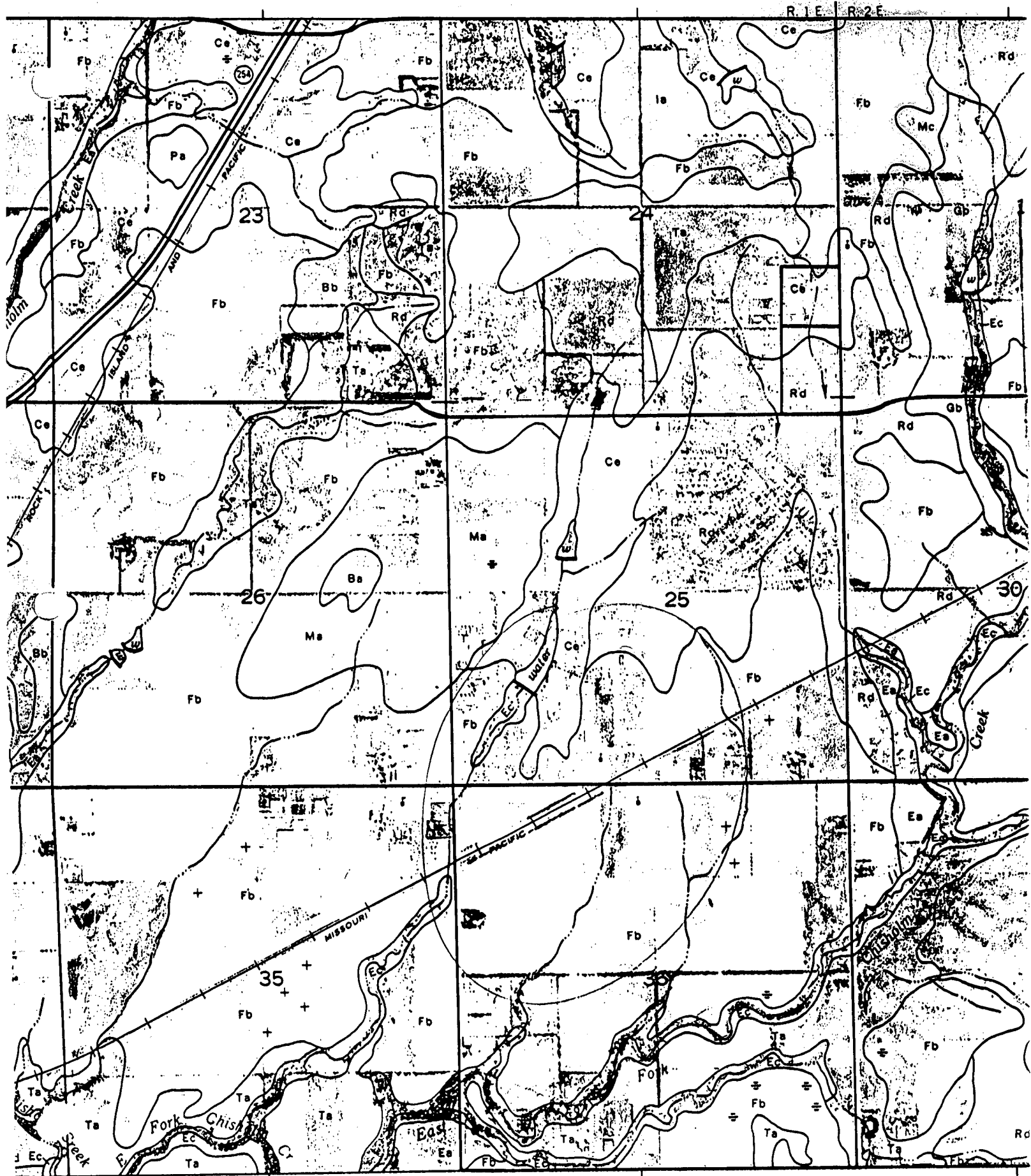
1176

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SEDGWICK COUNTY, KANSAS

TABLE 16.--SOIL AND WATER FEATURES

absence of an entry indicates the feature is not a concern. The definitions of "flooding" and "water table" in the Glossary explain such terms as "rare," "brief," and "perched." The symbol > means greater than

Soil name and map symbol	Hydrologic group	Flooding			High water table			Bedrock	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness
				Et			In		
Albion part----	B	None-----	---	---	>6.0	---	---	>60	---
Shellabarger part-----	B	None-----	---	---	>6.0	---	---	>60	---
Albion part----	B	None-----	---	---	>6.0	---	---	>60	---
Shellabarger part-----	B	None-----	---	---	>6.0	---	---	>60	---
Blanket: Ca, Bb-----	C	None-----	---	---	>6.0	---	---	>60	---
Canadian: Ca-----	B	Rare-----	---	---	>6.0	---	---	>60	---
Canadian part--	B	Rare-----	---	---	>6.0	---	---	>60	---
Waldeck part----	C	Occasional	Brief-----	Mar-Oct	2.0-6.0	Apparent	Oct-Apr	>60	---
Carville: Co-----	D	Occasional	Brief to very long.	Apr-Oct	2.0-6.0	Apparent	Oct-Apr	>60	---
Clark: Cd: Clark part-----	B	None-----	---	---	>6.0	---	---	>60	---
Ost part-----	B	None-----	---	---	>6.0	---	---	>60	---
Clime: Co-----	C	None-----	---	---	>6.0	---	---	20-40	Rippable
Klandoo: Ea, Eb, Ec-----	B	Rare to common.	Brief-----	Oct-May	>6.0	---	---	>60	---
Farnum: Fa, Fb, Fc-----	B	None-----	---	---	>6.0	---	---	>60	---
Goessel: Ga, Gb-----	D	None-----	---	---	>6.0	---	---	>60	---
Irwin: Ia, Ib, Ic-----	D	None-----	---	---	>6.0	---	---	>40	Hard
Lesho: La-----	C	Occasional	Very brief	Mar-Jul	2.0-6.0	Apparent	Jan-Dec	>60	---
Lincoln: Lb-----	A	Common-----	Very brief to brief.	Apr-Oct	5.0-8.0	Apparent	Nov-May	>60	---
Milan: Ma, Mb, Mc-----	B	None-----	---	---	>6.0	---	---	>60	---

See footnote at end of table.

Table 2-2a.—Runoff curve numbers for urban areas¹

Cover description		Curve numbers for hydrologic soil group—			
		A	B	C	D
Cover type and hydrologic condition	Average percent impervious area ²				
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) ³ :					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)					
		98	98	98	98
Streets and roads:					
Paved: curbs and storm sewers (excluding right-of-way)					
		98	98	98	98
Paved: open ditches (including right-of-way)					
		83	89	92	93
Gravel (including right-of-way)					
		76	85	89	91
Dirt (including right-of-way)					
		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) ⁴ ...					
		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)					
		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) ⁵					
		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

¹Average runoff condition, and $I_p = 0.25$.

²The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

³CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

⁴Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

⁵Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

Table 2-2b.—Runoff curve numbers for cultivated agricultural lands¹

Cover description		Hydrologic condition ²	Curve numbers for hydrologic soil group—			
Cover type	Treatment ³		A	B	C	D
Fallow	Bare soil	—	77	86	91	94
	Crop residue cover (CR)	Poor	76	85	90	93
		Good	74	83	88	90
Row crops	Straight row (SR)	Poor	72	81	88	91
		Good	67	78	85	89
	SR + CR	Poor	71	80	87	90
		Good	64	75	82	85
	Contoured (C)	Poor	70	79	84	88
		Good	65	75	82	86
	C + CR	Poor	69	78	83	87
		Good	64	74	81	85
	Contoured & terraced (C&T)	Poor	66	74	80	82
		Good	62	71	78	81
	C&T + CR	Poor	65	73	79	81
		Good	61	70	77	80
Small grain	SR	Poor	65	76	84	88
		Good	63	75	83	87
	SR + CR	Poor	64	75	83	86
		Good	60	72	80	84
	C	Poor	63	74	82	85
		Good	61	73	81	84
	C + CR	Poor	62	73	81	84
		Good	60	72	80	83
	C&T	Poor	61	72	79	82
		Good	59	70	78	81
	C&T + CR	Poor	60	71	78	81
		Good	58	69	77	80
Close-seeded or broadcast legumes or rotation meadow	SR	Poor	66	77	85	89
		Good	58	72	81	85
	C	Poor	64	75	83	85
		Good	55	69	78	83
	C&T	Poor	63	73	80	83
		Good	51	67	76	80

¹Average runoff condition, and $I_a = 0.2S$.

²Crop residue cover applies only if residue is on at least 5% of the surface throughout the year.

³Hydrologic condition is based on combination of factors that affect infiltration and runoff, including (a) density and canopy of vegetative areas, (b) amount of year-round cover, (c) amount of grass or close-seeded legumes in rotations, (d) percent of residue cover on the land surface (good $\geq 20\%$), and (e) degree of surface roughness.

Poor: Factors impair infiltration and tend to increase runoff.

Good: Factors encourage average and better than average infiltration and tend to decrease runoff.

8-10-90

○ GREAT PLAINS ZND ADJRN.

D.A. = 145 AC

L = 5500' V = 2.0 f.p.s T.C. = 46 MIN. i = 4.33

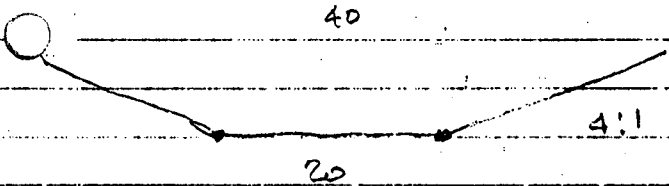
INDUSTRIAL AREA 50% C = 0.60

C = 0.76

RESIDENTIAL AREA 50% C = 0.72

Q₁₀₀ = 145 x 0.76 x 4.33 = 477 cfs

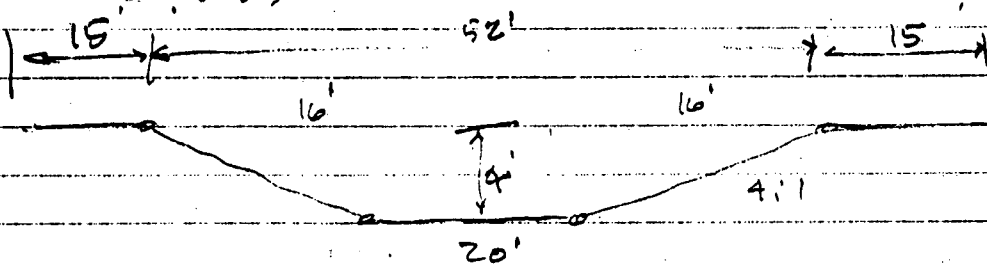
d = 2.5' a = 75 R = $\frac{75}{40} = 1.88$ S = .006



Q = 75 $\frac{1.486}{.035} 1.88^{2/3} .006^{1/2} = 375.7$ cfs V = 5.0 f.p.s

d = 3' a = 96 R = $\frac{96}{44} = 2.18$ S = .006

Q = 96 $\frac{1.486}{.035} 2.18^{2/3} .006^{1/2} = 530.8$ cfs V = 5.5 f.p.s



PROPOSED CHANNEL

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION**

AGENDA ITEM NO. 6

September 6, 1990

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 90-51 - GREAT PLAINS BUSINESS PARK 2ND ADDITION

OWNER/APPLICANT: Great Plains Ventures, Inc., 3526 N. Oliver, Wichita, KS 67220

SURVEYOR/ENGINEER: Poe and Associates/Bill Yung Design

LOCATION: East of Oliver in an area south of 37th Street North

SITE SIZE: 102 Acres

NUMBER OF LOTS

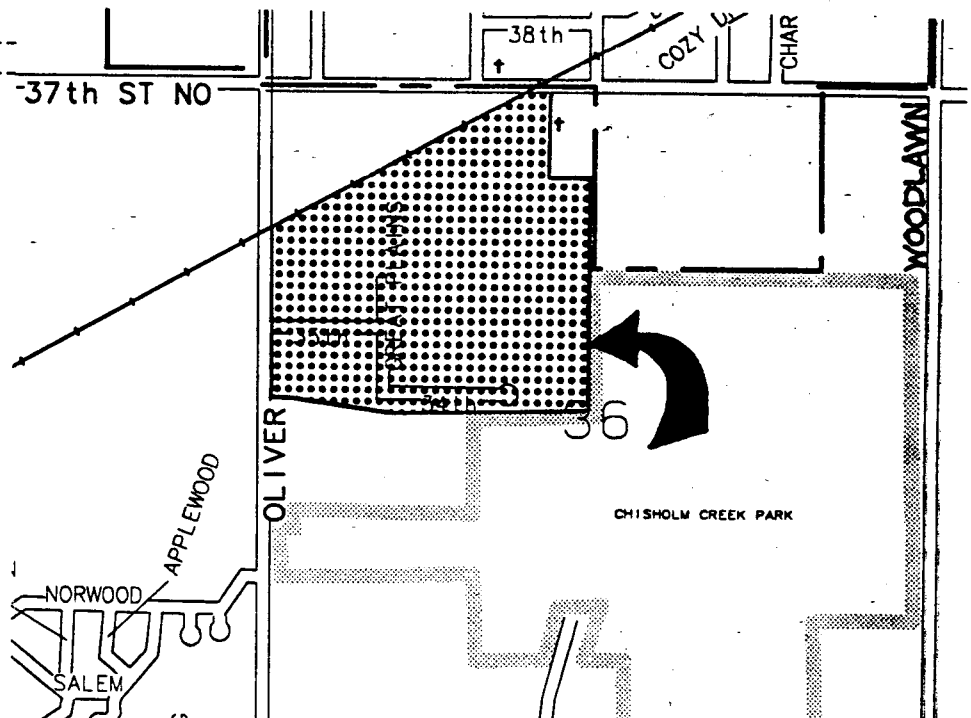
Residential:	
Office:	
Commercial:	
Industrial:	25
Total:	25

MINIMUM LOT AREA: 87,600 sq. ft.

CURRENT ZONING: "AA" Single Family

PROPOSED ZONING: "E" Light Industrial (Z-2953)

VICINITY MAP:



STAFF COMMENTS:

NOTE: This plat is primarily a replat of the existing North Oliver Industrial Park and Great Plains Business Park Additions. Lots 9 and 10, however, of this plat were not previously platted and are involved in a requested zone change from "AA" single family to "E" light industrial zoning (Z-2953). This zone change, was approved July 11, 1989, subject to these properties being platted by July 11, 1991.

- A. The applicant shall abandon any existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off any charges against such abandoned projects.
- B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- C. The applicant shall guarantee the extension of City water to serve the lots being platted.
- D. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall include any costs for removal or reconstruction of existing street pavement on this site.
- E. When this site was originally platted an accel/decel lane was to be provided from the south line of this site to 35th Street North. A guarantee for this improvement shall again be provided.
- F. The applicant shall guarantee any drainage improvements required by the platting of this property.
- G. The applicant shall guarantee construction of the storm sewers required by this plat.
- H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- I. Complete access control to Oliver shall be indicated across the west lines of Lot 1, Block 3 and Lot 3, Block 1. Access to these industrially zoned lots should be from 35th Street North. Since Lot 4, Block 1's only access is from Oliver, an opening may be provided here. However, complete access control to Oliver needs to be shown across this lot's west line from a point 150 feet south of the center line of the Missouri Pacific Railroad. The "one opening for Ridgewood at 37th St. N. need not be indicated for this public street.
- J. On the final plat, 35-foot building setbacks shall be platted on all lots from adjacent streets. Also, a 25-foot building setback shall be platted along the east line of Lots 7 through 10, Block 3 as a means to provide a buffer to the park and residentially zoned property adjacent to these lots.

- K. The final plat shall state in the plattor's text the purposes of the proposed Reserve A as well as who is to own and maintain Reserve A.
- L. Since this plat involves the platting of a floodway, the plattor's text on the final plat shall reference the standard floodway language.
- M. If drainage from this site is expected to flow onto railroad right-of-way, a letter from the Missouri Pacific Railroad shall be provided to Planning, indicating their willingness to accept such drainage.
- N. Since this plat is a replat of existing additions which involves the vacation and rededication or granting of streets, easements, etc., proper reference to K.S.A. 12-512(b) shall be made in the engineer's text.
- O. The final plat shall indicate the recording information for any private easements located on this site. Copies of these instruments shall be provided to Planning for the plat file.
- P. Prior to or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- Q. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- R. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- S. 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.
- T. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- U. The representative from Traffic Engineering should be prepared to comment on any traffic improvements that should be considered for this site, particularly as involves access to this site off of 37th St. N. and Ridgewood, and Oliver and 35th St. North.
- R. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept. Engineering should also note if any additional right-of-way requirements should be provided along Oliver for the K-96 Expressway interchange.

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION**

AGENDA ITEM NO. 5

July 11, 1991

STAFF REPORT
(Final Plat, Preliminary Plat Approved 9/6/91)

CASE NUMBER: S/D 90-51 - GREAT PLAINS BUSINESS PARK 2ND ADDITION

OWNER/APPLICANT: Great Plains Ventures, Inc., 3526 N. Oliver, Wichita, KS 67220

SURVEYOR/ENGINEER: Poe and Associates/Bill Yung Design

LOCATION: East of Oliver in an area south of 37th Street North

SITE SIZE: 102 Acres

NUMBER OF LOTS

Residential:	
Office:	
Commercial:	
Industrial:	25
Total:	25

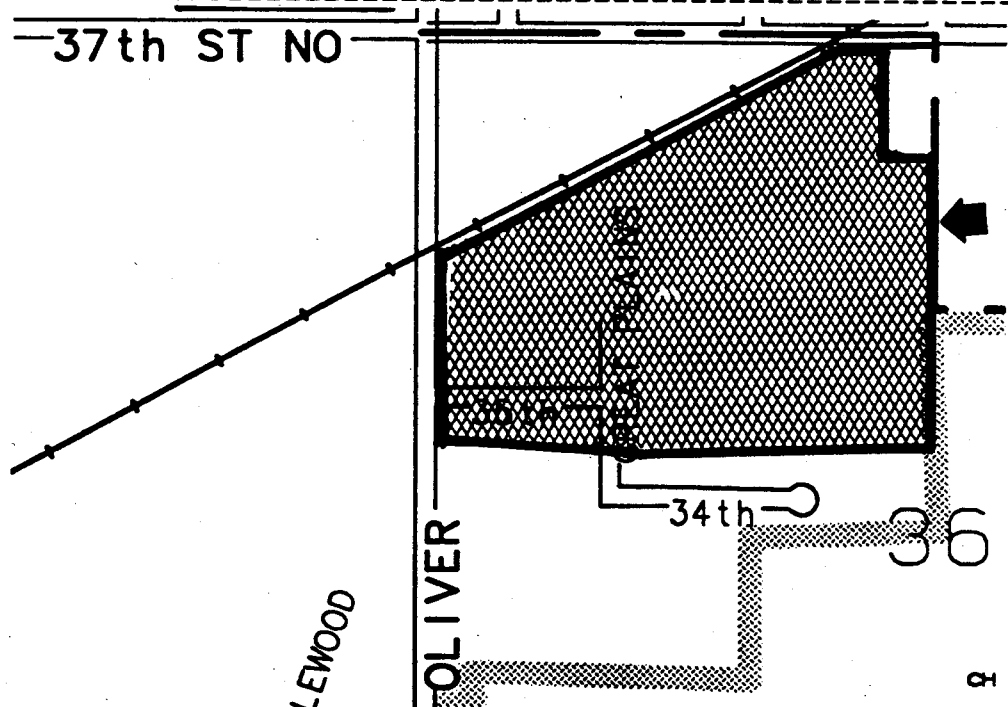
MINIMUM LOT AREA: 87,600 sq. ft.

CURRENT ZONING: "AA" Single Family

PROPOSED ZONING: "E" Light Industrial (Z-2953)

SS-4 23

VICINITY MAP:



STAFF COMMENTS:

- NOTE: This plat is primarily a replat of the existing North Oliver Industrial Park and Great Plains Business Park Additions. Lots 9 and 10, however, of this plat were not previously platted and are involved in a requested zone change from "AA" single family to "E" light industrial zoning (Z-2953). This zone change, was approved July 11, 1989, subject to these properties being platted by July 11, 1991. The applicant is advised that platting must be completed shortly, or a platting time extension will be required.
- A. The applicant shall abandon any existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off any charges against such abandoned projects.
 - B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
 - C. The applicant shall guarantee the extension of City water to serve the lots being platted.
 - D. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall include any costs for removal or reconstruction of existing street pavement on this site.
 - E. When this site was originally platted a decel lane was to be provided from the south line of this site to 35th Street North. A guarantee for this improvement shall again be provided. Also, a decel lane shall be guaranteed along 37th St. North to Ridgewood.
 - F. The applicant shall guarantee any drainage improvements required by the platting of this property.
 - G. The applicant shall guarantee construction of the storm sewers required by this plat.
 - H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - I. When the preliminary plat was approved, except for Lot 4, Block 1, lots adjacent to Oliver were to show complete access control to Oliver. Lot 1, Block 3 shall therefore indicate complete access control to Oliver and the plattor's text shall be amended accordingly.
 - J. Provisions shall be made for ownership and maintenance of the proposed reserve. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a

covenant stating when the association will be formed, when the reserve will be deeded to the association and who is to own and maintain the reserve prior to the association taking over those responsibilities.

- K. On the final plat tracing, the plattor's text shall reference the dedication of "floodway." Further, as indicated during review of the preliminary plat, since this plat involves the platting of a floodway, the plattor's text on the final plat tracing shall reference the standard floodway language.
- L. If drainage from this site is expected to flow onto railroad right-of-way, a letter from the Missouri Pacific Railroad shall be provided to Planning, indicating their willingness to accept such drainage.
- M. Since this plat is a replat of existing additions which involves the vacation and rededication or granting of streets, easements, etc., proper reference to K.S.A. 12-512(b) shall be made in the surveyor's text, not the plattor's text.
- N. As indicated in the title binder and on the face of the plat a number of easements, both private and public, and a maintenance covenant effect this site. While public type easements may be replatted, private easements cannot be created or vacated by a plat. The applicant shall submit a marked copy of the final plat showing all easements listed in the title binder and if involving a portion of the site, the maintenance covenant also listed in the binder. Those easements which are not public in nature and therefore are not being replatted as public easements, should have recording information shown on the plat. The Southwestern Bell easement along the north line of Block 1 and the the private drainage easement along the north line of Lots 1, 2, and 3, Block 1 should have been created by separate instrument and recording information should be depicted. Copies of the easements listed in the title binder and maintenance covenant shall be submitted with the final plat tracing.
- O. On the final plat tracing additional dimensions shall be provided, on Lot 3, Block 3, to better locate the easement in the northeast corner of this lot.
- P. Since the legal descriptions in the binder and on the face of the plat are not directly comparable, the applicant's surveyor shall submit a letter to Planning indicating the area shown on the plat is the same as that indicated in the title binder.
- Q. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.

- R. 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. The applicant is advised that a relocation of a K.P.L. gas line may be required due to this plat.
- S. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- T. Recording of the plat within 30 days after approval by the City Council.
- U. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.



July 19, 2000

Michael Lindebak, P.E.
City Engineer
455 North Main, 7th Floor
Wichita, KS 67202

Re: Great Plains Business Park 2nd Addition

Dear Mr. Lindebak:

I'm enclosing the original of document executed by the City of Bel Aire recognizing our right to tie into their sewer running along the east side of Oliver. I trust this will allow you to authorize payment of the outstanding engineering bill owing to Poe & Associates in connection with the above project. If you have any questions, please do not hesitate to call.

Very truly yours

A handwritten signature in black ink, appearing to read 'John L. Kratzer, Jr.', written over a horizontal line.

John L. Kratzer, Jr.
Vice President & General Counsel

cc: Kenny E. Hill, P.E.

ACKNOWLEDGMENT

The undersigned hereby acknowledges that the owners of the real property located in the Northwest Quarter of Section 36, Township 26 South, Range 1 East of the 6th P.M., platted as Great Plains Business Park 2nd Addition to Wichita, Sedgwick County, Kansas, have the right to make additional connections to the lateral sewers located on such property, which lateral sewers in turn connect to the outfall sewer constructed by Bel Aire Improvement District along the East side of Oliver Street and extending from 29th Street North to 37th Street North, without the necessity of obtaining the undersigned's consent, as long as the aggregate monthly sewage discharge from said property is less than 1,296,820 gallons (calculated at an average residential monthly usage of 4,000 gallons times 3.5 residences per acre times 92.63 acres). The right to make such additional connections arises under the terms of Sewer Contract dated March 13, 1971, as executed by Bel Aire Improvement District of Sedgwick County, Kansas, Jesse L. Graham, Luis A. Casado and Richland Heights, Inc. A copy of said Contract is attached hereto.

Dated this 10th day of July, 2000.

THE CITY OF BEL AIRE


MAYOR, GARY O'NEAL

SEWER CONTRACT

THIS SEWER CONTRACT, Made and entered into this 13 day of March, 1971,

BY AND BETWEEN

BEL AIRE IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS, hereinafter referred to as FIRST PARTY;

JESSIE L. GRAHAM and LUIS A. CASADO; jointly hereinafter referred to as SECOND PARTY;

AND

RICHLAND HEIGHTS, INC., a Kansas Corporation, hereinafter referred to as THIRD PARTY.

HAND CARRIED TO VICKI FLAAR 9-11-91

WHEREAS, the First Party is constructing an outfall sewer which runs along the east side of Oliver Street from 29th Street North to 27th Street North being originally planned to be constructed of ten (10) and eight (8) inch diameter sewer pipe; and

WHEREAS, the said sewer will be constructed in such a location that it could be utilized to furnish sewer service to the following described real estate:

South Half of the Northwest Quarter, Section 36, Township 26 South, Range 1 East Sedgewick County, Kansas,

such tract being owned by the Second Party; and

WHEREAS, such sewer is planned to be constructed in such a location that it can be utilized to furnish sewer service to the following described real property:

North Half of the Northwest Quarter, Section 36, Township 26 South, Range 1 East, Sedgewick County, Kansas,

such tract being owned by the Third Party; and

WHEREAS, the parties desire to enter into a contract allocating the Second Party and the Third Party to utilize such sewer to serve the above described tracts with sewer service and to increase the size and style of the proposed sewer so that it can be so used.

WITNESSETH IT FURTHER, that the First Party does hereby contract and agree that it will cause to be constructed along the east side of Oliver Street from 29th Street North to 27th Street North in Sedgewick County, Kansas, a sanitary sewer outfall sewer; that the size of such sanitary sewer outfall will be increased so that it will be constructed of ten (10) inch and twelve (12) inch diameter sewer pipe and will

be designed in such a manner that it will handle anticipated sewage from the two tracts above described at the rate of three and one-half (3 1/2) residences per acre or the equivalent thereto in addition to the sanitary sewer flow from Aurora Park Addition in Sedgewick County, Kansas.

It is further contracted and agreed that sewer connections from the above described tracts of land shall be limited to lateral sewer connections to the outfall sewer manholes which will be constructed along such sewer.

It is further contracted and agreed between the parties that such outfall sewer and all lateral sewer lines connecting thereto shall be constructed in accordance with the City of Wichita specifications and approved by the proper authorities of the City of Wichita.

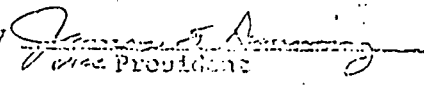
It is further contracted and agreed between the parties hereto that the Second Party not only must meet the requirements of the City of Wichita but must secure permits from the City of Wichita for each connection they make to the said sewer system.

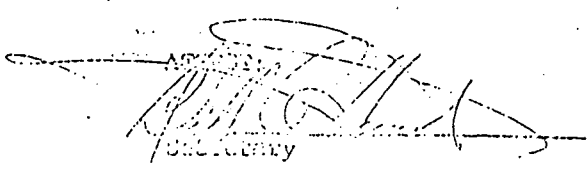
A federal grant in aid on construction of the said outfall sewer to serve Aurora Park has been obtained. The First Party contracts and agrees it will request from the federal government an increase in such grant in aid of construction, such increase to be based upon the increased cost of construction of the larger sewer line in order to serve the tracts above described.

First Party further contracts and agrees that it will expeditiously cause such outfall sewer to be constructed as above set out. In consideration for the same the Second Party and Third Party agree to pay jointly in cash to the First Party the sum of \$30,000 if an increase in the federal grant is obtained, or the sum of \$35,000 if no increase in the federal grant is obtained, such sum to be paid at the time that the First Party enters into a contract for the construction of such outfall sewer line.

IN TESTIMONY WHEREOF the parties hereto have signed this contract the day and year first above written.

BEL AIRE IMPROVEMENT DISTRICT
OF SEDGWICK COUNTY, KANSAS

By 
James T. Anthony
President


Secretary

FIRST PARTY

Joseph L. Graham
Joseph L. Graham

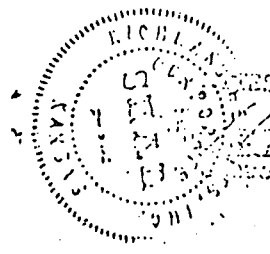
Chris A. Casaco
Chris A. Casaco

SECOND PARTY

RIGHLAND HEIGHTS, INC., a
Kansas Corporation

By *C.W. Peltier*
President

THIRD PARTY


RIGHLAND HEIGHTS, INC.
SECRETARY
[Handwritten initials]
[Signature]



DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

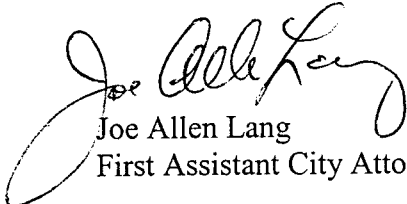
TO: David Warren, Water & Sewer Director
Steve Lackey, Public Works Director
✓Mike Lindebak, City Engineer/Public Works
Marvin Krout, Director of Planning

FROM: Joe Allen Lang, First Assistant City Attorney

SUBJECT: Re: Bel Aire Response

DATE: March 27, 2000

Please find attached the response of Bel Aire as I referenced in a recent e-mail. If there is anything of substance raised in the letter from your perspectives, we should get together internally later this week to discuss. A subsequent Staff level meeting with Bel Aire officials would be appropriate to go over those issues on which we feel they are in error or on which they agree to future cooperation.


Joe Allen Lang
First Assistant City Attorney

JAL:dat

cc: Gary E. Rebenstorf, Director of Law

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MAR 27 2000
CITY - ENGINEERING



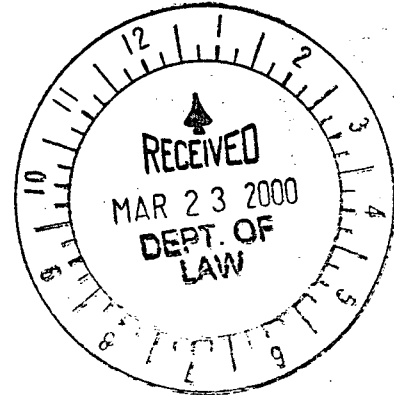
CITY OF BEL AIRE

GARY O'NEAL, MAYOR

TIMOTHY R. JOHNSON
City Administrator

March 22, 2000

Gary E. Rebenstorf
City Attorney and Director of Law
City of Wichita
455 N. Main, Thirteenth Floor
Wichita, Kansas 67202



Dear Mr. Rebenstorf:

This letter is written in response to your letter of March 9, 2000. With the assistance of the staff of the City of Bel Aire, I will try to address the issues. First, the City of Bel Aire is willing to discuss the Mid Kansas Engineering Consultants' design solution for draining Willowbend North Estates.

Second, as noted in my letter of March 1, 2000 to David Warren, the attention of the City of Bel Aire was drawn to your Willowbend North Estates on February 29, 2000. At that time, the Bel Aire Superintendent of Public Works was contacted by the crew working on the City of Wichita project directly west of the Peters property for assistance in immediately connecting the Peters property to Wichita services. This was being done without the approval of the City of Bel Aire. The City of Bel Aire has not yet received a formal request concerning service of the Peters property by the City of Wichita.

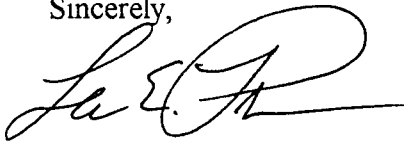
Third, enclosed please find a copy of a portion of the Sanitary Sewer Plans for the Willowbend North Estates (Wichita Project No. 468-88928). Highlighted on the plans is the eight-inch sanitary sewer main and three manholes constructed within the corporate limits of the City of Bel Aire, Kansas. This is the main that I referred to in my letter of March 1, 2000 to David Warren. It is not on railroad right-of-way but rather on easement across the Peters property. As noted in my letter, the City of Bel Aire has statutory police power jurisdiction over the placement of utilities within its corporate boundaries. The City of Bel Aire exercised its jurisdiction on May 5, 1981 when it passed Ordinance No. 11, which is still in force. The Ordinance states that no public improvement, facility, or utility, not included in the Bel Aire Comprehensive Plan, shall be constructed without first being submitted to and approved by the Bel Aire Planning Commission. This was the proper authority that I referred to in my letter. This remains problematic because authority has not been requested or obtained yet the improvements have already been constructed by the City of Wichita.

Additionally, although not covered in either letter, there are two other issues that I need to address with you. Last year, the City of Bel Aire found out informally that the City of Wichita had passed an ordinance annexing the well field owned by the City of Bel Aire, which is located at 48th Street North, and Arkansas Avenue. The Bel Aire City Administrator contacted Marvin Krout and was told that the property would be deannexed. This was never done and it now appears that Wichita is no longer willing to deannex the well field. It appears that your annexation of Bel Aire property was flawed in at least two ways. Initially, K.S.A. 12-520 (a) (3) has always been interpreted to exclude annexation of land owned by another city. This is the same section that the state legislature used to prohibit annexation of certain county property including the Kansas Coliseum. The second problem with the annexation was that no notice of the annexation was mailed to the City of Bel Aire, as owners of the property, pursuant to K.S.A. 12-520a (c). According to the records of the City of Wichita, notice was mailed to T. N. Pearson. Prior to January 16, 1957, the property was held by T. N. Pearson, F.E. Devlin and H.B. Scott, as trustees for the Bel-Aire Improvement District. However, as noted in the attached warranty deed, on January 16, 1957, the property was transferred to the Bel-Aire Improvement District. Subsequently, when Bel Aire became a city, it took ownership of the property of the Bel-Aire Improvement District by operation of law.

Today, the Bel Aire City Administrator received the enclosed letter from Poe & Associates requesting connection of a sewer line serving Great Plains Business Park 2nd Addition to Bel Aire's sewer main which connects the City of Bel Aire with the Wichita Sewer System. This property is within the City of Wichita.

The City of Bel Aire is open to the discussion of all of these issues and the issue of the Bel Aire utility service area with the City of Wichita. To this end, I have been directed to request a meeting to include Mayor Gary O'Neal, City Administrator Tim Johnson, MKEC as City Engineers and the City Attorney of the City of Bel Aire and Mayor Bob Knight, Council Member Joe Pisciotte, City Manager Chris Cherches, Director of Sewer and Water David Warren, City Engineer Steve Lackey, and a representative of the Law Department of the City of Wichita. Please contact me at your earliest convenience so that we may schedule the meeting.

Sincerely,



Lee E. Parker
City Attorney

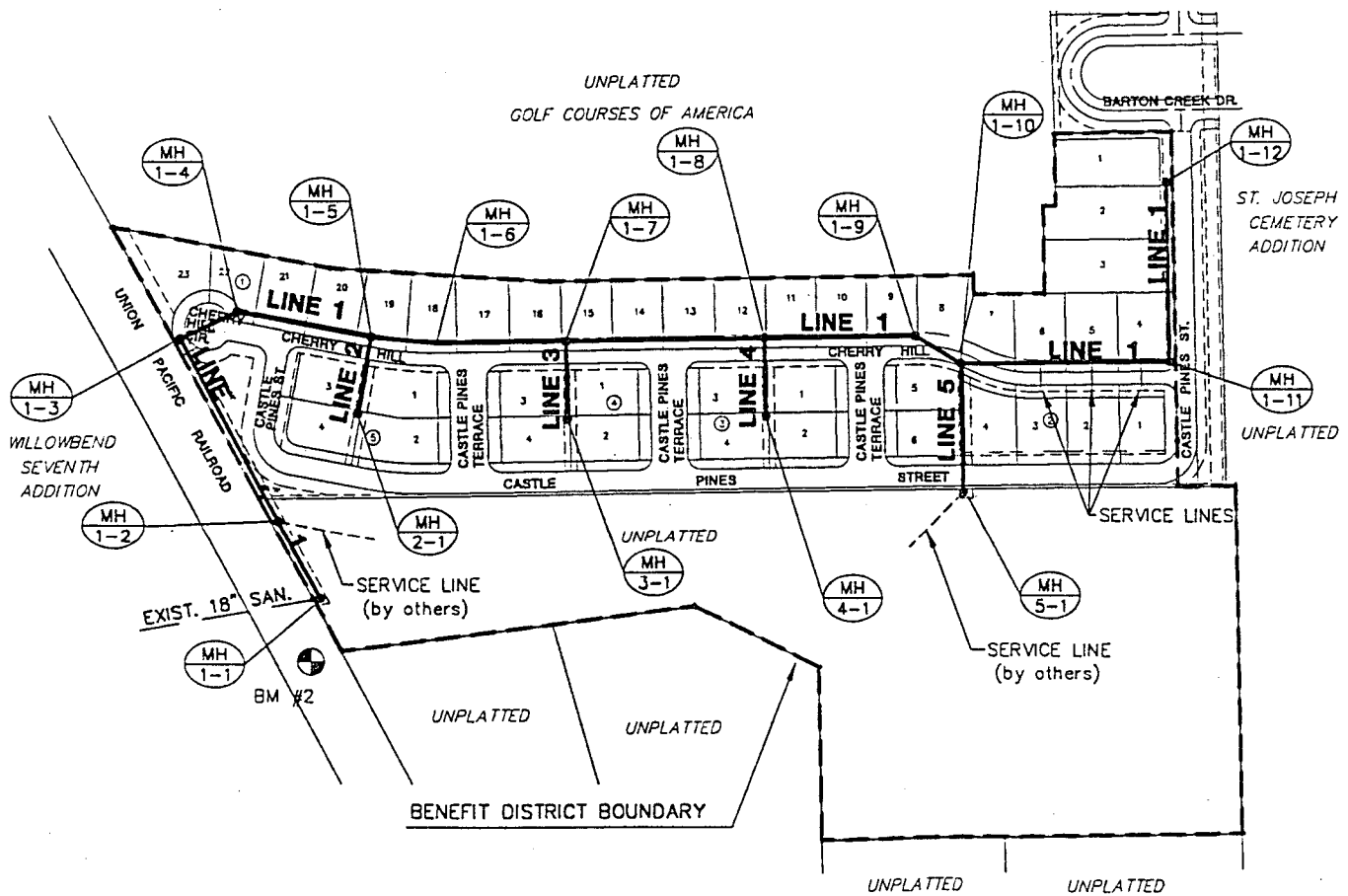
Enclosures

SANITARY SEWER PLANS

WILLOWBEND NORTH ESTATES

LATERAL 62, MAIN 9, SANITARY SEWER #23
PROJECT NO. 468-88928

CITY OF WICHITA, KANSAS
MICHAEL E. LINDEBAK, CITY ENGINEER
INDEX CODE 743808



SCALE: 1" = 150'

LEGEND

BM #1

WARRANTY DEED—General

170

This Indenture, Made this 16th day of January, A.D. 1957, between T. N. Pearson, F. E. Devlin and H. B. Scott, as Trustees for Bel-Aire Improvement District of Sedgwick County, Kansas

of Sedgwick County, in the State of Kansas, of the first part, and Bel-Aire Improvement District, Sedgwick County, Kansas

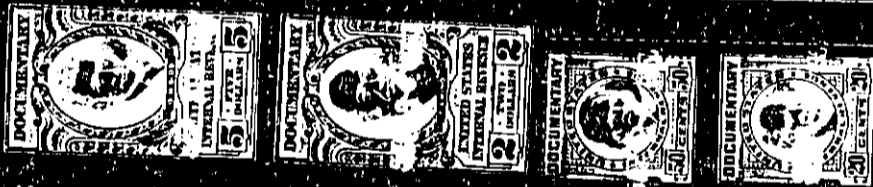
of Sedgwick County, in the State of Kansas, of the second part.

WITNESSETH That the said parties of the first part, in consideration of the sum of One Dollar and other good and valuable considerations--- DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said part Y of the second part, its heirs and assigns all the following-described REAL ESTATE, situated in the County of Sedgwick and State of Kansas, to-wit:

Commencing at a point 1177.85 feet north of the southwest corner and on the west line of the Southeast Quarter of Section 20, Township 26 South, Range 1 East of the 6th P. M., Sedgwick County, Kansas, thence North 89° 36', East 650.12 feet to the place of beginning, thence north 89° 36', East 1143.00 feet to a point on a 9° 11.84' curve, thence south along said curve described by the following chord bearings and distances:

SEP 27 1967
SCHWEDER
COUNTY CLERK

South 28° 22' 20", west 21.20 feet, South 19° 28', west 99.87 feet, south 10° 17', west 99.88 feet, south 1° 34' 40", west 89.87 feet, to the point of tangency of said 9° 11.84' curve, thence south 2° 34', east 369.67 feet, thence south 89° 35' 20" west 1092.99 feet, thence north 0° 15' west 670.10 feet to the place of beginning, all in the southeast quarter of said Section 20, containing 16.78 acres more or less.



To HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining forever.

And said Grantors for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said part Y of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever:

and that they will WARRANT AND FOREVER DEFEND the same unto said part Y of the second part, its heirs and assigns, against said part 109 of the first part, their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

In WITNESS WHEREOF, The said part 109 of the first part, ha Y hereunto set their hands the day and year first above written.

STATE OF KANSAS
SUGGILL
FILED

1045
57

NO. 26083
MUFUS E. DEERING
REGISTER OF DEEDS

T. N. Pearson
F. E. Devlin
H. B. Scott

as Trustees for the Bel-Aire Improvement District of Sedgwick County, Kansas



POE & ASSOCIATES OF KANSAS, INC.

5940 E. Central, Suite 200 ■ Wichita, KS 67208-4242
Phone 316/685-4114 ■ FAX 316/685-4444

March 20, 2000

Tim Johnson
City Administrator
City of Bel Aire
4551 N. Auburn
Bel Aire, KS 67220

Re: Sewer extensions to serve Great Plains Business Park 2nd Addition

Dear Tim:

We have been ask by the City of Wichita to get approval from the City of Bel Aire for the extension of sewer lines to serve Great Plains Business Park 2nd Addition. Bel Aire had agreed to the Great Plains sewer connection at the time of platting which was in 1992. The sewer lines shown in red on the enclosed drawing indicate the existing sewers that are connected to the Bel Aire line in Oliver. Sewer lines shown in yellow are the proposed sewer extensions.

Please return one approved copy of this letter or call if you have questions.

Sincerely,

POE & ASSOCIATES of KANSAS, INC.

Kenny E. Hill, P.E.
Vice President



POE & ASSOCIATES OF KANSAS, INC.

5940 E. Central, Suite 200 ■ Wichita, KS 67208-4242
Phone 316/685-4114 ■ FAX 316/685-4444

March 20, 2000

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Sincerely,

POE & ASSOCIATES of KANSAS, INC.

A handwritten signature in black ink that reads "Kenny E. Hill". The signature is written in a cursive style.

Kenny E. Hill, P.E.
Vice President

RECEIVED
MAR 21 2000
CITY - ENGINEERING

Tim Johnson
Page 2
March 20, 2000

Sewer extensions to serve Great Plains Business Park 2nd Addition hereby approved this _____
day of _____, 2000.

City of Bel Aire

By:

cc: Mike Lindebak, Dean Sellers, Ken Rix