

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
COMMISSION

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



March 2, 1984

Bill G. Yung Design  
8225 E. 35th St. North  
Wichita, Ks. 67226

Re: S/D 84-23 - Preliminary plat of Sycamore Village 4th  
Addition

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 1, 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. Prior to or at the time of submitting a final plat, the applicant shall submit a drainage plan to the City Engineer's office for review and approval.
- B. The applicant shall guarantee any drainage improvements required by the platting of this property.
- C. The applicant shall guarantee the extension of sanitary sewer to serve all the lots being platted.
- D. The applicant shall guarantee the extension of municipal water to serve all the lots being platted.
- E. The applicant shall guarantee the paving of the proposed private street to the public street paving standard.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The final plat shall indicate a Hammerhead turnaround for the deadend street shown on the preliminary plat.
- H. The plattor's text shall specify the purposes of the proposed Reserves along with who is to own and maintain them.

- I. Provisions will need to be made for ownership and maintenance of the Reserves. The applicant shall either form a homeowners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over these responsibilities.
- J. The final plat shall provide bearings for those lot lines which are not at right angles or radial to the adjacent street line. The Reserves, on the final plat, shall be adequately dimensioned with distances and bearings.
- K. The final plat shall label the name of the proposed private street as Rock Road Court.
- L. On the final plat, the existing sanitary sewer easement on Lots 2 and 3 and Reserve B shall be adequately dimensioned with distances and bearings.
- M. The applicant is advised that his administrative adjustment to the Community Unit Plan which provides the option for zero-lot line development requires that prior to development of zero-lot line housing, a site plan be submitted to the Planning Department for review and approval.
- N. The applicant shall submit a covenant requiring 4 off-site parking spaces per dwelling unit in this plat.
- O. On the final plat, the labeling of the 15-foot easement adjacent to the outside of Reserve A shall be corrected to read "15-foot public utility easement and private street and drainage easement." The 15-foot easement in the center of Reserve A is unnecessary as all of Reserve A should be for private street, drainage and public utility purposes.
- P. The applicant shall submit restrictive covenants which call out restrictions for lot-owner use of the 15-foot public utility easement and private street and drainage easement adjacent to Rock Road Court. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings.
- Q. The applicant shall submit the usual avigational easement and restrictive noise covenant for this entire property.
- R. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the Sub-

Bill G. Yung Design  
Page 3  
March 2, 1984

S. 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: Wichita Dev. Co., c/o Elton Parsons  
3500 N. Rock Rd., #100, 67226  
X Mike Lindebak, City Engineer

# Water

Item Pre Sub 3/13/85

1, 2, 3 No Problem

4 No problem if they do not wish want to cut the parking along the streets.

5 Pawnee Mesa 4th  
Water projects need to be revised with existing costs transferred to new projects to be set up in the future.

6 Le-Paul Addition  
South end of lots 9 and 10 are not adjacent to water mains. Area is served on the other 3 sides.

7 Bealman 2nd  
No water available to site

8 Sycamore Village 4th  
Water is in 24th and in Rock. May be extended by interior mains.

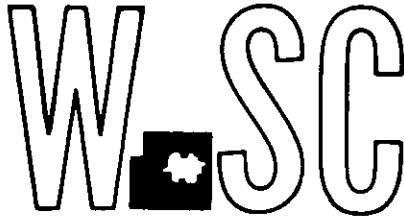
9 Jeff & Jay Addn.  
Will water be constructed all along 29th going W. from Rock?

10 Batson Addn.  
only a portion is covered by water Petition. Petitions needed for the balance of the project. Item F is incorrect.

11 Anderson Inv. 3rd.  
Project under contract to extend water to S in Knight from University. Hold off paving until project is completed.

12, 13, 14 No Problems.

WICHITA—SEDGWICK COUNTY



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



March 15, 1985

Mid-Kansas Engineering Consultants, P.A.  
3500 North Rock Road, #800  
Wichita, KS 67226

Re: S/D 84-23 - Final Plat of Sycamore Village 4th Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, March 14, 1985, 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 storm sewers required by the platting of this property.
- B. The applicant shall guarantee the extension of sanitary sewer to serve all the lots being platted.
- C. The applicant shall guarantee the extension of municipal water to serve all the lots being platted.
- D. The applicant shall guarantee the paving of the proposed private street to the public street paving standard.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The final plat tracing shall indicate a hammerhead turnaround for terminating the dead-end street adjacent to Lots 10, 11 and 12, Block 1. This should be accomplished by expanding the boundary of Reserve "B" to cover the proposed curb and pavement. A guarantee shall be submitted for constructing this turnaround. The geometrics of the turnaround shall be approved by City Engineering.

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Mid-Kansas Engineering Consultants, P.A.

Re: S/D 84-23 - Final Plat of Sycamore Village 4th Addition

March 15, 1985

Page 2

- G. Provisions will need to be made for ownership and maintenance of the Reserves. The applicant shall either form a homeowners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over these responsibilities.
- H. On the final plat tracing, the labeling of the 15-foot easement adjacent to the outside of Reserve "A" shall be corrected to read "15-foot utility, drainage and private street easement."
- I. The final plat tracing shall label the name of the proposed private street as "Rock Road Court."
- J. The applicant shall submit a covenant requiring four (4) off-street parking spaces per dwelling unit in this plat.
- K. The applicant shall submit restrictive covenants which call out restrictions for lot-owner use of the 15-foot utility, drainage and private street easement adjacent to Rock Road Court. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings.
- L. The applicant shall submit the standard avigational easement and restrictive noise covenant for this entire property.
- M. On the final plat tracing, a 15-foot utility, drainage and private street easement shall be indicated adjacent to the north line of Lot 1, Block 1.
- N. On the final plat tracing, the legal description in the engineer's text shall be corrected to reference that this is a replat of Lot 10, Block 4, Sycamore Village 3rd Addition, not Sycamore Village 4th Addition.
- O. On the final plat tracing, the platlor's text shall be amended to reference the platting of "complete access control" to 24th Street North across the south line of this plat.
- P. The final plat tracing shall indicate a 20-foot building setback on Lot 1, Block 1 from that lot's north line. This is needed in order to maintain at least a 5-foot separation between the future building and the drainage and private street easement. This will allow landscaping along the north wall of the future building.

Mid-Kansas Engineering Consultants, P.A.

Re: S/D 84-23 - Final Plat of Sycamore Village 4th Addition

March 15, 1985

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- Q. Closure computations shall be submitted with the final plat tracing.
- R. 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. The certificate will be required if petitions are submitted. 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, March 21, 1985 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



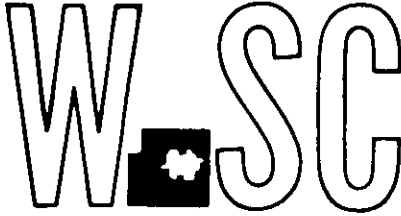
Forrest L. Nagley  
Senior Planner

FLN:mlh

Enclosure

cc: Sproul Construction, 6200 East Central, Wichita, KS 67208  
✓ Mike Lindebak, City Manager

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
COMMISSION

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

March 21, 1985

Mid-Kansas Engineering Consultants, P.A.  
3500 North Rock Road, #800  
Wichita, KS 67226

Re: S/D 84-23 - Final Plat of Sycamore Village 4th Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on March 21, 1985, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of March 15, 1985.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
3. Certification that all real estate taxes for 1984 (both first and second halves) and prior years have been paid.

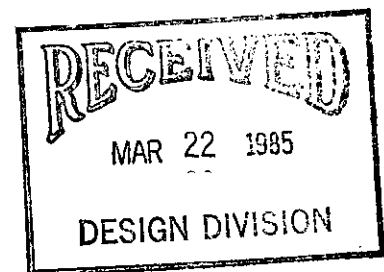
Please call if you have any questions.

Very truly yours,

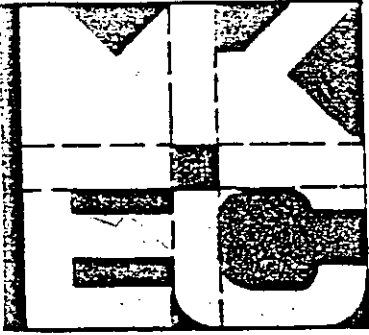
Barbara R. Bonanni  
Junior Planner

BRB:mlh

cc: Sproul Construction, 6200 East Central, Wichita, KS 67208  
✓ Mike Lindebak, City Engineer



C  
O  
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MID-KANSAS ENGINEERING  
CONSULTANTS, P.A.  
3500 N. Rock Road, #800  
Wichita, KS 67226

PROJECT: Sycamore Village 4th Addition

Paving Estimate

PROJECT #: \_\_\_\_\_ DATE: 3/25/85

TO:

Mr. Steve Palmer  
Engineering Department  
455 N. Main, 7th Floor  
Wichita, KS 67202

Rock Road Court (29' B-B)

From the west line of Rock Road to a point 17.75 feet southeasterly of the southwest corner of Lot 12, Block 1.

Centerline Length = 277.48 L.F. x 24 x 1/9 x \$34.00/S.Y.	=	\$25,158.19
Centerline Length = 303.43 L.F. x 24 x 1/9 x \$34.00/S.Y.	=	27,510.99
Three (3) Intersections at 186 S.Y. each x \$34.00/S.Y.	=	18,972.00

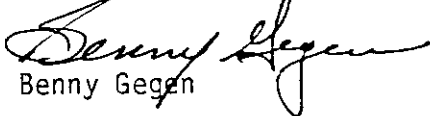
Rock Road Court (24' B-B)

From a point 17.75 feet southeasterly of the southwest corner of Lot 12, Block 1 to and including hammerhead turnaround.

Centerline Length - 142.91 L.F. x 19 x 1/9 x \$34.00/S.Y.	=	10,257.76
Hammerhead - 77.78 S.Y. at \$34.00	=	<u>2,644.52</u>
TOTAL:		\$84,543.46

A Petition will not be needed to satisfy platting requirements as a Bond will be submitted covering the estimated cost.

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

  
Benny Gegen

BG/jlk

CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

and

WICHITA DEVELOPMENT COMPANY

THIS CONTRACT, made this 15<sup>th</sup> day of May, 1985, by and  
between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter

called

"CITY"

and

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

called the

"CONSULTANT"

and

WICHITA DEVELOPMENT COMPANY

Party of the Third Part, hereinafter

called the

"DEVELOPER"

WITNESSETH:

WHEREAS the DEVELOPER has filed a preliminary plat of Sycamore Village 4th Addition with the CITY and the same has been approved; and

WHEREAS, the DEVELOPER is desirous of expediting the completion of the development of Sycamore Village 4th Addition; and

WHEREAS, the CITY in the event the final plat of Sycamore Village 4th Addition is approved by the governing body of the City of Wichita, Kansas, intends to construct certain improvements for Sycamore Village 4th Addition, more fully described as follows:

Sanitary Sewer, Storm Water Sewer and Water Distribution System for Sycamore Village 4th Addition (west of Rock Road in an area north of 24th Street North).

The total of all improvements designated above to be referred to hereinafter as the "PROJECT"; and

WHEREAS, the CONSULTANT is desirous of performing the work and furnishing the services necessary to develop the plans, specifications and estimates for the PROJECT; and

WHEREAS, the CITY is authorized by law to employ consulting engineers to assist in the preparation of plans, specifications (if required) and the estimates of the quantities of work for the PROJECT.

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish engineering services as required to develop the plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering Plans shall be prepared in ink on standard 23" x 36" mylar or vellum sheets.

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 design concepts approved by the CITY during the Platting Phase.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design for the PROJECT. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the CONSULTANT conducting the field survey for

the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work.
3. Preliminary Sanitary Sewer Profiles. Prepare preliminary sanitary sewer grades for the PROJECT to provide basement level services where possible and submit one (1) set to the CITY. Preliminary sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to proceeding.
4. Preliminary Storm Water Sewer Profiles. Prepare preliminary storm water sewer grades for the PROJECT to conform to drainage patterns developed during the platting phase and submit one (1) set of each to the CITY. Preliminary storm water sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to proceeding.
6. Preliminary Plans.
  - (a) Prepare preliminary plans for the sanitary sewer improvements and submit three (3) sets to the CITY for Office and/or Field Check.
  - (b) Prepare preliminary plans for the storm water sewer improvements and submit three (3) sets to the CITY for Office and/or Field Check.
  - (c) If required, prepare preliminary plans for the water distribution system improvements and submit the required number of copies to the CITY for Office and/or Field Check.

B. Phase II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Final Plans for the PROJECT in accordance with the Preliminary Plans and/or preliminary design concepts as agreed upon at office review and/or field review.

1. Prepare final engineering plans (including plan profile sheets for water distribution system improvements) and supplemental specifications (if required) and estimates of the quantities of work. Technical specifications shall, in general, follow the CITY's Standard Specifications supplemented as necessary to suit the 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 descriptions.
3. Identify all known potential utility conflicts and provide prints of plans to each utility identifying the problem locations. The CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.
4. Submit three (3) sets of prints of the final plan for each of the improvements to the CITY for Office and/or Field Check.
5. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

C. PHASE II - CONSTRUCTION PHASE SERVICES

1. When requested by the City, prepare a Supplemental Agreement for construction administration and/or for resident engineering services.
2. When authorized by the CITY, provide personnel and equipment to perform engineering services during construction of the PROJECT.

II. IN ADDITION, 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 local, state and federal agencies and organizations as necessitated by the PROJECT.
- C. To make available during regular office hours at its 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 the Office/Field Check(s) may be conducted; to furnish one or more representatives to participate in the Office/Field Check(s) of the PROJECT; to furnish the required sets of plans to the CITY for use in the plan check and upon return receipt, to expeditiously complete all changes, modifications and corrections to the plans resulting from the Office/Field Check. Plan prints marked with CITY comments are to be returned to the CITY with revised plan submittals.

- E. To deliver to the CITY the field notes, original tracings of the completed plans and other pertinent drawings and documents pertaining to the PROJECT; such field notes, tracings and other drawings and documents to become the property of the CITY.
- F. To submit to the CITY an Engineer's estimate of the quantities of work for the PROJECT incorporating all items of work included in the plans.
- G. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- H. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the CONSULTANT that were relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- I. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.
- J. 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.
- K. To submit a single and final billing to the CITY for the engineering services performed upon satisfactory completion of each phase (sanitary sewer, storm water sewer, water distribution system) of improvements required by this agreement.
- L. To complete and deliver field notes, preliminary and final plans (including tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below; EXCEPT that the CONSULTANT shall not be responsible or held liable for the time

required by reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

1. Preliminary and Final Plan Development (Phase I and II - Article I) for the sanitary sewer improvements within 60 days after the notice to proceed.
  2. Preliminary and Final Plan Development (Phase I and II - Article I) for the storm water sewer improvements within 60 days after the notice to proceed.
  3. Preliminary and Final Plan Development (Phase I and II - Article I) for the water distribution system improvements within 60 days after the notice to proceed.
- M.
1. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material prepared and furnished by the CONSULTANT under this agreement.
  2. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, estimates and other work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from errors, omissions or negligence.
  3. CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this agreement shall contain a clause that provides the following:  

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the CITY shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."
- N.
- CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible of \$7,000. In addition, a Workman's Compensat-

ion and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation - Statutory

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

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect the CONSULTANT and the CITY against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement.

The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

### 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; however, reproduction costs are the responsibility of the CONSULTANT.
- C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.
- D. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.

IV. THE DEVELOPER AGREES:

- A. To provide right of entry for CONSULTANT'S personnel in performing field surveys and inspections.
- B. To pay the CONSULTANT, according to the provisions of Article V, such sums, if any, required to be paid by the DEVELOPER pursuant to said Article V for work or services performed by CONSULTANT hereunder.

V. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of his services shall be:

- 1. Made on the basis of the lump sum fee amount specified below:

Sanitary Sewer Improvements	\$ <u>3,300</u>
Storm Water Sewer Improvements	\$ <u>1,000</u>
Water Distribution System	\$ <u>1,610</u>
TOTAL	\$ <u>5,910</u>

- B. It shall be the obligation solely of the DEVELOPER to pay such sums as are due the CONSULTANT under Paragraph A of this Article or under Paragraph A of Article VI, and the CITY shall have no obligation to pay the CONSULTANT for work or services performed hereunder, except as provided in Paragraph C hereinbelow.
- C. In the event of the happening of all of the following:
  - 1. Compliance by the DEVELOPER with the procedure for providing reasonable assurances as set forth in the "Development Policy for Public Improvements", AR 31, Revised April 25, 1983, of the Administrative Regulations of the City of Wichita, Kansas. In addition, the DEVELOPER shall submit, on a form furnished by the CITY, an Affidavit that provides no other delinquent special assessments on other land being held or developed by the DEVELOPER; and
  - 2. Approval by the governing body of the City of Wichita, Kansas, of the final plat of the Sycamore Village 4th Addition; and
  - 3. Adoption by the governing body of the City of Wichita, Kansas, pursuant to K.S.A. 12-6a04 (2), of a resolution authorizing the improvements within Sycamore Village 4th Addition as set forth herein; and
  - 4. Completion by the CONSULTANT, in the manner set forth herein, of all the work or services to be performed by the CONSULTANT under this agreement; and

5. Compliance by CONSULTANT with Paragraph N of Article II herein; the CITY shall be responsible for and shall pay to the CONSULTANT those sums due the CONSULTANT under Paragraph A of Article V and the responsibility of the DEVELOPER for payment of such sums shall cease; PROVIDED, HOWEVER, that if the final plat of Sycamore Village 4th Addition, as approved by the governing body of the City of Wichita, Kansas, differs in any material and substantial way from the preliminary plat of said plat that has been submitted by the DEVELOPER, and, by virtue of such difference or differences, CONSULTANT is required to change, revise, amend or supplement the work or services performed by it hereunder, the obligation of the CITY under this paragraph to pay the CONSULTANT for work or services performed shall not include the cost associated with such changes, revisions, amendments or supplements and the obligation to pay for such costs shall be solely the obligation of the DEVELOPER.

D. In the event of a dispute between the parties as to whether any item or items of costs submitted by the CONSULTANT pursuant to Paragraph G of Article VI relates to work or services performed by the CONSULTANT pursuant to this contract and, thus, qualifies for inclusion as part of the contract price to be paid to CONSULTANT pursuant to Article V, the decision of the City Engineer of the City of Wichita shall be final and binding upon the parties. Similarly, any dispute as to whether an item or items of cost relates to work or services necessitated by a difference between the preliminary plat and the final plat of Sycamore Village 4th Addition shall be resolved by the City Engineer of the City of Wichita and his decision shall be final and binding upon the 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 of the PROJECT: 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, with such payment to be the responsibility of the DEVELOPER and not the CITY, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for fixed fee for profit.

- B. That the field notes, 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. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- 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 therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof, a fourth party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damage pursuant to the terms or provisions of this contract.
- G. That during the performance by the CONSULTANT of the work or services required under this agreement, CONSULTANT is likely to be performing work or services for the DEVELOPER in connection with the process of platting Sycamore Village 4th Addition, which work or services for DEVELOPER are not within the scope of work set out herein. It is the intention of the parties that the CITY, upon the maturing of its obligation to pay the CONSULTANT pursuant to Paragraph C of Article V, shall pay only for the costs of work or services performed by CONSULTANT under this agreement and that those costs incurred by CONSULTANT in connection with work or services performed for the DEVE-

LOPER in connection with the platting of Sycamore Village 4th Addition and which are outside the scope of work set out herein shall be the sole responsibility of the DEVELOPER, and the payment therefor shall be provided for by the DEVELOPER and CONSULTANT outside this agreement.

- H. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law, and the CITY'S review, approval or acceptance of, or payment for, any work or services required to be performed by the CONSULTANT 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 this agreement.
- I. Nothing contained herein shall be understood or construed to give the DEVELOPER any right, remedy or cause of action against the CITY arising out of a breach of any of the terms of this agreement by the CONSULTANT.
- J. Any written notice required to be given under the terms of this agreement shall be deemed sufficient if mailed, postage prepaid and certified to the party entitled to receive such notice and addressed as follows:

CITY:

City of Wichita  
City Engineer  
City Hall - Seventh Floor  
455 North Main  
Wichita, Kansas 67202

CONSULTANT

Mid-Kansas Engineering Consultants, P.A.  
3500 North Rock Road, Suite 800  
Wichita, Kansas 67226

DEVELOPER:

Wichita Development Company  
3500 North Rock Road, Suite 100  
Wichita, Kansas 67226

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

CITY OF WICHITA

By: Robert G. Knight, Mayor

ATTEST:

Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker, Director of Law

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

BY: \_\_\_\_\_

ATTEST:

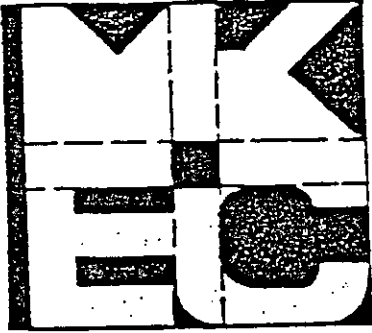
\_\_\_\_\_

WICHITA DEVELOPMENT COMPANY

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_



MID-KANSAS ENGINEERING  
CONSULTANTS, P.A.  
3500 N. Rock Road, #800  
Wichita, KS 67226

PROJECT: Sycamore Village 4th

Letter of Credit forms

PROJECT #: \_\_\_\_\_ DATE: 7/05/85

TO: Dave Sproul  
Spoul Construction Company, Inc.  
3500 North Rock Rd., Bldg. #1000  
Wichita, KS 67226

We have reviewed the forms of project numbers and believe all in order. Please have them signed and delivered to us as soon as possible so the City can release the public projects for bid.

Sincerely,

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

*Kenneth H. Bengtson*  
Kenneth H. Bengtson, P.E.

KHB/js

cc: Larry Henry  
Steve Palmer

~~AKS, PM~~  
~~Vicky~~

FYI

Please File.  
L

RECEIVED  
JUL 5 1985  
DESIGN DIVISION

IRREVOCABLE LETTER OF CREDIT

Date:	No.	Advising bank reference no.
Advising bank Central Bank and Trust	For account of Sproul Construction Co., Inc.	
To beneficiary City of Wichita 455 North Main Wichita, Kansas 67202	Amount \$3,902.50	
		Expiration date

Gentlemen:  
We hereby establish our Irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below

- A statement signed by an authorized representative of the City of Wichita certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Wichita, Kansas:

Storm Drain No. 289  
(Project No. 468-76-245-81466-000-000-001)

Said special assessments having been levied against the following described properties:  
All lots 1 through 11 inclusive, and the west one-half of Lot 12, Block 1, Sycamore Village 4th Addition.  
Key #'s C-44894 thru C-44904

Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn hereunder and the amount available shall be reduced by the amount of any drafts drawn not exceeding in the aggregate a total of \_\_\_\_\_.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional two-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Wichita) of 35 percent of the above-described properties, the City of Wichita will, by written instruction, authorize the release of this letter of credit.

Drafts drawn hereunder must be marked "Drawn under \_\_\_\_\_, Letter of \_\_\_\_\_, Authorizing Institution \_\_\_\_\_, dated \_\_\_\_\_, Credit No. \_\_\_\_\_."

Advising bank's notification

Place, date, name and signature of the advising bank.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely yours,

\_\_\_\_\_  
Authorizing Institution

By \_\_\_\_\_  
Authorized Signature

REVOCABLE LETTER OF CREDIT

date:	No.	Advising bank reference no.
advising bank Central Bank and Trust	For account of Sproul Construction Co., Inc.	
beneficiary City of Wichita 455 North Main Wichita, Kansas 67202	Amount \$14,437.50	
Expiration date		

gentlemen:  
We hereby establish our Irrevocable letter of credit in your favor available by payment for your drafts drawn at sight and accompanied by documents specified below

A statement signed by an authorized representative of the City of Wichita certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Wichita, Kansas:

Sanitary Sewer Lateral #36, Main 22, W.I.S.

(Project No. 468-76-245-81465-000-000-001)

Said special assessments having been levied against the following described properties:

Lots 4 through 16 inclusive, Block 1, Sycamore Village 4th Addition  
Key #'s C-44897 thru C-44909

Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn hereunder and the amount available shall be reduced by the amount of any drafts drawn not exceeding in the aggregate a total of \_\_\_\_\_.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional two-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Wichita) of 35 percent of the above-described properties, the City of Wichita will, by written instruction, authorize the release of this letter of credit.

Drafts drawn hereunder must be marked "Drawn under \_\_\_\_\_, Letter of \_\_\_\_\_, Authorizing Institution \_\_\_\_\_, Credit No. \_\_\_\_\_, dated \_\_\_\_\_."

Advising bank's notification

We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely yours,

\_\_\_\_\_  
Authorizing Institution

By \_\_\_\_\_  
Authorized Signature

Place, date, name and signature of the advising bank.



THE CITY OF WICHITA

OFFICE OF MAPD-DESIGN

DATE December 23, 1985

TO Doug Mosier, Assistant City Attorney

FROM Steve Palmer, P.E.

SUBJECT Assessment of Sycamore Village 4th  
Addition Due to Improvement of Rock  
Road from 22nd Street to 30th Street

Mr. Ken Bengtson of Mid Kansas Engineering Consultants (MKEC) has a question on the assessment of a platted tract of land within the City due to the paving of Rock Road from 22nd Street North to 30th Street North.

The original tract of land in the improvement district is adjacent to Rock Road and did not have complete access control.

On May 20, 1985, the above mentioned tract of land was replatted as Sycamore Village 4th Addition and dedicated complete access control along Rock Road.

The resolution for Rock Road from 22nd Street North to 30th Street North states:

"in blocks or portions of blocks where all access rights to Rock Road have been dedicated by abutting owner to the City, the City will pay the special assessments for those ownerships within the benefit district, said ownerships having in effect paid their assessments by dedicating their access rights."

Mr. Bengtson's question is "will the City pay the assessment for that portion of Sycamore Village 4th Addition in the Rock Road improvement district since they now have dedicated access control or will they still be assessed?"

To answer Mr. Bengtson's question, the following dates of action might be helpful:

May 20, 1985	Sycamore Village 4th Addition recorded by County
May 28, 1985	Notice to property owners that will have an assessment
June 3, 1985	Informal hearing
June 11, 1985	Formal hearing and 1st reading of assessment ordinance
June 18, 1985	Assessment ordinance adopted
June 21, 1985	Assessment ordinance published

In addition, the property owner of Sycamore Village 4th Addition did receive a notice of the assessment hearing and statement of cost, but owner did not respond.

Normally, the fall bond issue is in November, but this fall temporary note interest was issued in lieu of selling bonds, which are now scheduled for February, 1986.

If you have any questions regarding this matter, please call me at extension 4530 or Twila Nelson in the City Clerk's office at extension 2806.

SP:gf  
0103Gpg6

  
Steve Palmer, P.E.  
Civil Engg III