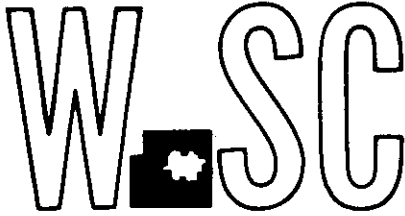


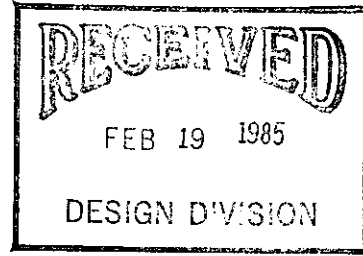
- | Item | Description |
|------|---|
| 1. | Johnnie Bell
No water in Alley, no water problems |
| 2. | Monty E. Jones
No water main in easement, no water problems. |
| 3. | Builders Development Inc.
No water in Utility Easement, no water problem |
| 4. | Western Lithograph Second
Water Lines as shown, no extension necessary |
| 5. | Walnut Grove 5th Revised
Water extension required as indicated. Need hydrant locations from Fire Dept. (Existing Project # 81816) |
| 6. | Baalman Second Addition
No available water |
| 7. | Jeff & Jay Addition
Lot 2 served along East side
Lot 1 needs extension along 29th.
If possible would suggest. Water extension from Rock Road along 29th to West end of Plot. Propose 12" or 16" in 29th. Water Dept. to pick up oversizing.
Do they have proposed layout for Lot 2? |
| 8. | Dan Morgen Addition
Lots 8 Water as shown, no extension necessary. |
| 9. | New Western Addition
Water as shown on plat. Baughman needs to show exists. water lines on Preliminary Plat |
| 10. | PLM Addition
D.L. shown on plat. No extension necessary
West street R/W Dedication no problem with D.L. |

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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



February 15, 1985

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

Re: S/D 85-13 - Preliminary Plat of Jeff & Jay Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, February 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 the extension of sanitary sewer to serve Lot 2.
- B. The applicant shall guarantee the extension of City water to serve Lot 1.
- C. In accordance with DP-108, the applicant shall submit guarantees for the construction of major entrances (including related decel lanes) to serve Lot 1 from 29th Street and Lot 2 from both 29th Street and Rock Road. If the major entrances cannot be specified prior to preparing the final plat, the additional right-of-way needed for the associated decel lanes will have to be granted by separate instrument prior to the issuance of any building permits. The guarantee submitted for the decel lanes shall provide for money to cover the cost of constructing those portions of the major entrances which are within street right-of-way.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

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Mid-Kansas Engineering Consultants, P.A.
Re: S/D 85-13 - Preliminary Plat of Jeff & Jay Addition
February 15, 1985
Page 2

- F. The final plat shall reference, on the plat's text as well as the face of the plat, that building setbacks are per the ABKO 18 and 18A Community Unit Plan (DP-108). Building setbacks should not be platted.
- G. The applicant shall submit an avigational easement and restrictive noise covenant for this property.
- H. The access control of the final plat, from Lot 1 to 29th Street North, shall be corrected to agree with the text of the Community Unit Plan by indicating "access control except for three openings." In addition, the access control shall be extended to the east to cover the lot's entire frontage to 29th Street North.
- I. As required by the C.U.P., if structures constructed on Lot 2 have a surface that appears to have a rear side facing south or southwest, then a masonry wall is required to be constructed adjacent to the south, southwesterly line of Lot 2. If structures are constructed on Lot 2, in such a manner as to require the masonry wall construction, a problem will exist with the proposed 10-foot utility easement adjacent to the south, southwesterly line of Lot 2. In order to allow for the possible wall construction, the final plat shall indicate the 10-foot utility easement one or two feet within the lot's property line.
- J. The final plat shall more clearly delineate Lot 2's south line.
- K. Prior to or at the time of submitting a final plat, a drainage plan shall be submitted to City Engineering for review and approval.
- L. The final plat shall label the 40 feet of "complete access control" from the northeast corner of the property along both Rock Road and 29th Street North.
- M. 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.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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.

Mid-Kansas Engineering Consultants, P.A.
Re: S/D 85-13 - Preliminary Plat of Jeff & Jay Addition
February 15, 1985
Page 3

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, February 21, 1985 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

Forrest L. Nagley ^{mlh}

Forrest L. Nagley
Senior Planner

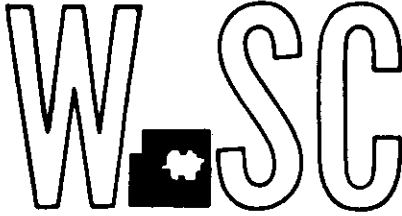
FLN:mlh

cc: Woodlawn Development Company, 7701 E. Kellogg, Suite 500,
Wichita, KS 67207
✓ Mike Lindebak, City Engineer

Water

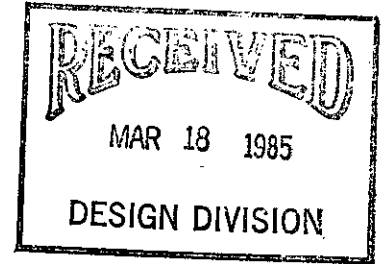
- Item Pre Sub 3/13/85
- 1, 2, 3 No Problem
- 4 No problem if they do not wish want to cut the parking along the streets.
- 5 Pioneer Mesa 4th
Water projects need to be revised with existing costs transferred to new projects to be set up in the future.
- 6 Le-Paul Addition
South end of lots 9 and 10 are not adjacent to water mains. Area is served on the other 3 sides.
- 7 Dealman 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



METROPOLITAN AREA PLANNING
COMMISSION

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



March 15, 1985

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

Re: S/D 85-13 - Final Plat of Jeff & Jay 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 the extension of sanitary sewer to serve Lot 2.
- B. The applicant shall guarantee the extension of City water to serve Lot 1.
- C. As stated on the C.U.P., if Lot 1 is proposed to have four access points to 29th Street North, a site plan shall be submitted to the Director of Planning and the Traffic Engineer for review and approval prior to the plat being considered by the Board of City Commissioners. The C.U.P. further states that, if four openings are approved, the required major entrance may be waived from this lot to 29th Street North provided 10 feet of additional right-of-way is dedicated and a continuous decel lane is guaranteed along 29th. The City Engineer has advised that the dedication of 10 feet of additional right-of-way is not needed for the continuous decel lane.
- D. The applicant shall guarantee the construction of the storm sewers required by this plat.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

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Mid-Kansas Engineering Consultants, P.A.
Re: S/D 85-13 - Final Plat of Jeff & Jay Addition
March 15, 1985
Page 2

- F. The applicant shall submit an avigational easement and restrictive noise covenant for this property.
- G. On the final plat tracing, the access control shall be platted adjacent to all of Lot 1's frontage to 29th Street North.
- H. As required by the C.U.P., if structures constructed on Lot 2 have a surface that appears to have a rear side facing south or southwest, then a masonry wall is required to be constructed adjacent to the south, southwesterly line of Lot 2. If structures are constructed on Lot 2, in such a manner as to require the masonry wall construction, a problem will exist with the proposed 10-foot utility easement adjacent to the south, southwesterly line of Lot 2. In order to allow for the possible wall construction, the final plat shall indicate the 10-foot utility easement one or two feet within the lot's property line.
- I. The final plat tracing shall label the 40 feet of "complete access control" from the northeast corner of the property along both Rock Road and 29th Street North.
- J. Since the legal description for this plat references a tie point to the northeast corner of Comotara Retirement Center, the final plat tracing shall label this lot corner on the face of this plat.
- K. The final plat tracing shall reference the recording information for the instruments which dedicated the 70 feet of half-street right-of-way for 29th Street North and the 50 feet of half-street right-of-way for Rock Road adjacent to this unplatted tract. If these rights-of-way presently exist only as "road easements" they shall be dedicated outright by this plat.
- L. As this property is presently unplatted, the plattor's text on the final plat tracing shall be amended to delete the reference to vacating lots by virtue of K.S.A. 12-512(b).
- M. On the final plat tracing, the legal description in the engineer's text shall be corrected to delete duplication of bearing "S 89° 04' 12" W" (lines 7 and 8 of text).
- N. Closure computations shall be submitted with the final plat tracing.
- O. Recording of the plat within 30 days after approval by the Board of City Commissioners.

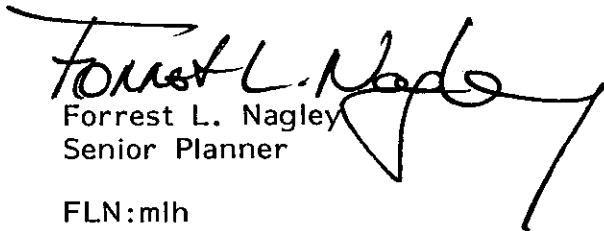
Mid-Kansas Engineering Consultants, P.A.
Re: S/D 85-13 - Final Plat of Jeff & Jay Addition
March 15, 1985
Page 3

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,

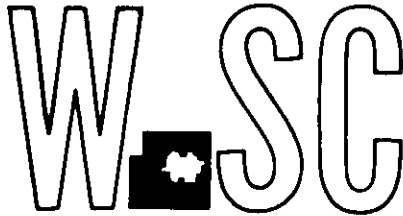

Forrest L. Nagley
Senior Planner

FLN:mlh

Enclosure

cc: Woodlawn Development Company, 7701 East Kellogg, Suite 500,
Wichita, KS 67207
✓ Mike Lindebak, City Engineer

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 N. Rock Road, #800
Wichita, KS 67226

Re: S/D 85-13 - Final Plat of Jeff & Jay 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,

BRB

Barbara R. Bonanni
Junior Planner

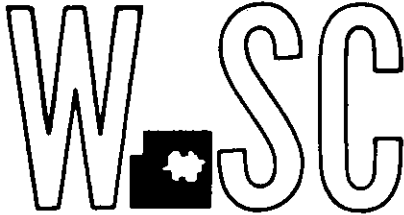
BRB:mlh

cc: Woodlawn Development Co., 7701 E. Kellogg, Suite 500, Wichita, KS 67207
Mike Lindebak, City Engineer



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WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

April 10, 1985

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

Re: S/D 85-13 - Final plat of Jeff and Jay Addition

Gentlemen:

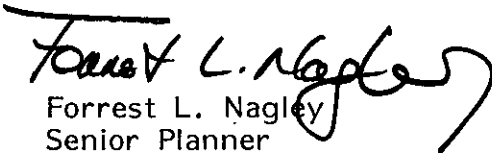
While reviewing the conditions of approval for the above-referenced plat, I discovered that an approval condition was omitted from our March 15, 1985. The March 15th letter was our follow-up correspondence for the March 14, 1985 meeting of the Subdivision Committee.

Item "C" of our staff comments sheet, for the March 14th meeting of the Subdivision Committee, asked for your client to guarantee decel lanes for Rock Road and 29th Street North to serve Lot 2. This requirement was inadvertently omitted from our follow-up letter. The letter should have contained the following requirement:

The applicant shall guarantee a decel lane for Rock Road and a decel lane for 29th Street North to serve Lot 2. The guarantee submitted for the decel lanes shall provide for money to cover the cost of constructing those portions of the major entrances which are within street right-of-way.

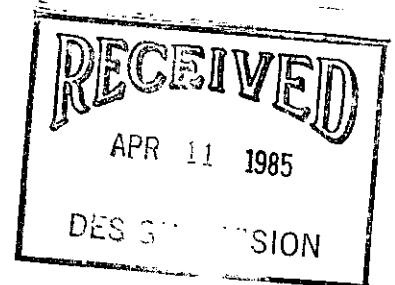
Please be aware that this requirement needs to be met before I can schedule this plat before the City Commission. If you have any questions, please call me.

Sincerely,


Forrest L. Nagley
Senior Planner

FLN:mlh

cc: Woodlawn Development Co. 7701 E. Kellogg, Suite 500, Wichita, KS 67207
✓ Mike Lindebak, City Engineer



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CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

and

WOODLAWN DEVELOPMENT COMPANY

THIS CONTRACT, made this 30th day of April, 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

WOODLAWN DEVELOPMENT COMPANY

Party of the Third Part, hereinafter

called the

"DEVELOPER"

WITNESSETH:

WHEREAS the DEVELOPER has filed a preliminary plat of Jeff & Jay Addition with the CITY and the same has been approved; and

WHEREAS, the DEVELOPER is desirous of expediting the completion of the development of Jeff & Jay Addition; and

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

Storm Water Sewer, Water Distribution System and Acceleration/Deceleration Lane Paving Improvements for Jeff & Jay Addition (generally located at 29th Street North and Rock Road).

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. Soils and Foundation Investigations. If directed by the CITY, direct the performance of subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be passed directly to the City of Wichita. This work may be performed by the Construction and Survey Division of the Department of Operations and Maintenance.
4. Preliminary Paving and Storm Water Sewer Profiles. Prepare preliminary paving and 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 paving and storm water sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to proceeding.
5. Preliminary Plans.
 - (a) Prepare preliminary plans for the storm water sewer improvements and submit three (3) sets to the CITY for Office and/or Field Check.
 - (b) 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.
 - (c) Prepare preliminary plans for the paving improvements and submit three (3) sets 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 (storm water sewer, water distribution system, paving) 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 storm water sewer improvements within 60 days after the notice to proceed.
 2. 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.
 3. Preliminary and Final Plan Development (Phase I and II - Article I) for the street 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:

Storm Water Sewer Improvements	\$ <u>8,360</u>
Water Distribution System	\$ <u>2,750</u>
Accel/Decel Lane Improvements	\$ <u>6,960</u>
TOTAL	\$ <u>18,070</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 Jeff & Jay 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 Jeff & Jay 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 Jeff & Jay 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 Jeff & Jay 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 Jeff & Jay 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-

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:

WOODLAWN DEVELOPMENT COMPANY

BY _____

ATTEST:

NOTICE . . . NOTICE . . . NOTICE
NON-DISCRIMINATION--EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, sub-contractors, vendors and suppliers are selected and employees are treated during employment without regard to race, color, sex, religion, national origin, ancestry, physical handicap, marital status or age except where age is a bona fide occupational qualification.

2. Section 2.12.900, et. seq. of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) require every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, marital status, physical handicap unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- c. Upon request of the Commission to inform the Kansas Commission on Civil Rights and/or the Civil Rights/Equal Employment Opportunity Commission (CREEOC) in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of paragraphs (a), (b), (c) and (d) inclusively of this paragraph 2 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. Exempted from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these Sections by reason of holding a contract with the Federal Government or a contract involving Federal funds.
 - (2) Contracts entered into by a contractor who employes fewer than four (4) employees during the term of such contract.
 - (3) Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Commission on Civil Rights shall be made on forms prepared by the Kansas Commission on Civil Rights, copies of which are available from the Commission on Civil Rights, Contract Compliance Representative, 535 Kansas Avenue, Fifth Floor, Topeka, Kansas 66603.
- g. Reports requested by the Civil Rights/Equal Employment Opportunity Commission of the City of Wichita shall be made on forms prepared by the Commission, copies of which are available from CREEOC, City Hall, 455 North Main, 10th Floor, Wichita, Kansas 67202.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provision of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, and/or any laws, regulations or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by K.S.A. 1976 Supp. 44-1031, as amended; or the Civil Rights/Equal Employment Opportunity Commission of the City of Wichita as required by Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas; or been found guilty of a violation of the City's Ordinances, State statutes or Federal statutes or regulations pertaining to unlawful discrimination, which finding or decision or order has become final, shall be deemed a breach of contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

EXEMPTIONS CLAIMED:

_____ # of Employees

_____ Federal Contract

Company Name

Company Address & Telephone

NON-DISCRIMINATION--EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11276, 11375, 11441; Part 60 of Title 41 of the Code of Federal Regulations; The Age Discrimination in Employment Act of 1967; and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights;
 3. If the contractor fails to comply with the manner in which the contractor reports to the Kansas Commission on Civil Rights, in accordance with the provisions of KSA 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be cancelled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the Kansas Commission on Civil Rights, which has become final, the contractor shall be deemed to have breached the present contract, and it may be cancelled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraph 1 through 4, inclusively, of this subsection B, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- C. Exempted from these requirements are: (State of Kansas)
 1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.

Non-Discrimination--Equal Employment Opportunity/
Affirmative Action Program Requirements
Page Two

2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
- D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:
 1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, physical handicap, national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or in behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicap, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the Wichita Commission on Civil Rights and Equal Employment Opportunity;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Commission pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the Civil Rights and Equal Employment Opportunity Commission of said City for the purpose of investigation to ascertain compliance with Non-Discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor or subcontractor fails to comply with the manner in which he/she or it reports to the Commission in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase

order or agreement and it may be cancelled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination and Equal Employment Opportunity under a decision or order of the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be cancelled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of subsections 1 through 4, inclusively, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

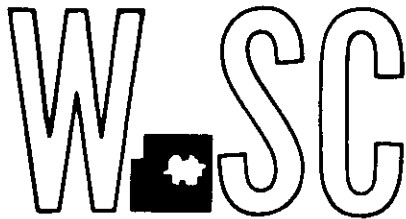
E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall, prior to entering into such contract, purchase order or agreement, submit to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, a preliminary report on forms provided by the Commission concerning Non-Discrimination and Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
 - a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the federal government or contract involving federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the federal agency involved.

c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

f. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by KSA 1976 Supp. 44-1031, as amended, or to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or has been found guilty of a violation of the City's ordinances, state statutes, or federal statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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

October 1, 1985



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

Re: S/D 85-75 - Preliminary Plat of Jeff & Jay Second Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 26, 1985, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. In order to provide for four (4) access points to 29th Street North, so each lot may have its own individual drive, the C.U.P. requires that a revised site development plan be approved by the Director of Planning and the Traffic Engineer. This revised site development plan shall be approved prior to submitting a final plat.
- B. The final plat shall reference, in the plattor's text, the dedication of access controls to 29th Street North across the north line of the plat.
- C. The applicant shall guarantee the extension of sanitary sewer to serve Lots 1-3.
- D. 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.
- 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 and restrictive noise covenant for this property. Section 7-107.
- G. The final plat shall reference, on the face of the plat as well as in the plattor's text, that building setbacks are per the requirements of the Community Unit Plan (DP-108) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.

C
O
P
Y

Mid-Kansas Engineering Consultants, P.A.

Re: S/D 85-67 - Preliminary Plat of Jeff & Jay Second Addition

October 1, 1985

Page 2

- H. As required by the C.U.P., if structures constructed on this property have a surface that appears to have a rear side facing south or west, then a masonry wall is required to be constructed adjacent to the south and west lines of the plat. Since utility and drainage easements are being platted adjacent to the south and west lines of the plat, and no allowance is being made for the masonry wall, the applicant is cautioned that building designs must avoid facing a "rear side" south or west.
- I. The applicant shall submit an amended petition for the decel lane required for 29th Street North adjacent to this property.
- J. 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.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

The enclosed "marked" copy of the plat is for your information and files. If you should have any questions, please call.

Sincerely,

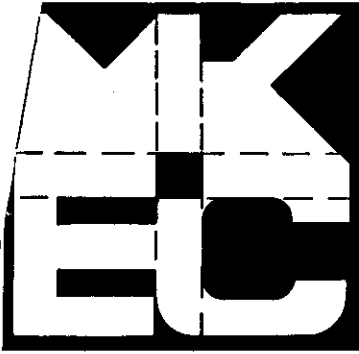


Forrest L. Nagley
Senior Planner

FLN:mlh

Enclosure

cc: Woodlawn Development Co., 7701 E. Kellogg, Suite 500, Wichita, KS 67207
✓ Mike Lindebak, City Engineer



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

REFERENCE: Jeff & Jay Second Addition
Petition - Sanitary Sewer, Lots 1,2,3, Block 1
PROJECT #: _____ DATE: 11/01/85

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

Benefit District:

Lots 1 through 3 inclusive, Block 1, within Jeff and Jay Second Addition, an addition to Wichita, Sedgwick County, Kansas.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	8" pipe	380	L.F.	\$ 30.00	\$ 11,400.00
2.	Type "A" or "C" Manhole	3	EACH	3,000.00	9,000.00
SUBTOTAL:					20,400.00
25% Engineering, Administration and Contingencies:					5,100.00
TOTAL:					\$ 25,500.00

Use \$ 25,500.00 for Petition
3 equal shares = \$ 8,500.00 per Lot.

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Dalton C. Hostetler
Dalton C. Hostetler, P.E.

DCH:js



LETTER OF TRANSMITTAL

PROJECT: Jeff & Jay Second Addition

PROJECT #: _____ DATE: 11/26/85

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

TO: Mr. Forrest Nagley
Senior Planner
455 N. Main, 10th Floor
Wichita, KS 67202

We are sending you the following items: Attached
 Under separate cover via _____
 Prints Specifications Legal Descriptions
 Tracings Petitions Correspondence Other

COMMENTS: Per your letters of October 28 and 31, 1985, transmitted herewith are the following documents for the above referenced project: Avigational Easement, Restrictive Covenant, Certificate, Supplement to Petition for Lateral Sewer Service, Tax Receipt for Jeff & Jay Addition replatted as Jeff & Jay Second Addition, Petitions for both the Sanitary Sewer Lateral and Amended Paving Petition for Deceleration Lanes, and the Final Plat Tracing.

These are transmitted as checked below:

For Your Approval As Requested
 For Your Use For Your Files
 Approved as Noted For Review and Comment

REMARKS: Be advised that the Declaration of Access Easement will be transmitted to your office under separate cover via the office of Phil Frick.

Signed: Kenneth H. Bengtson
Kenneth H. Bengtson, P.E.

KHB/jlk

cc: Carl Gibson
Don Abiah

THE CITY OF WICHITA

OFFICE OF MAPD-DESIGN

DATE September 16, 1985


TO Louise Olivarez, Senior Planner

FROM Chris J. Breitenstein, Civil Engineer III

SUBJECT Landscape Buffer for
Jeff & Jay Addition

Please consider this approval to place the Landscape Buffer for Jeff & Jay Addition within the platted Reserve for Comotara Retirement Center Addition.

We probably should have a letter from the owner of Comotara Center approving this for the file.



Chris J. Breitenstein, P.E.
Civil Engineer III

CJB:gf

0086Gpg44



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

REFERENCE: Jeff & Jay Addition

Landscape Buffer

PROJECT #:

DATE: 9/16/85

TO: Chris Breitenstein
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

Chris, I have examined the planned ten foot landscape buffer as it relates to the storm run-off from 100 year storm event. Mr. Yung's drawing does not reflect the true alignment of the proposed delivery drive. This drive will actually jog to the north. With this in mind, and after our field crew took cross-sections of actual conditions, the ten foot planting strip would lie adjacent to and above the water surface during any major storm event. As per our discussion and per your comments, I am recommending they add rip-rap to the channel immediately down stream from the 42" storm sewer, so as to prevent erosion.

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Kenneth H. Bengtson

Kenneth H. Bengtson, P.E.

KHB:js

cc: Bill Yung
Jeff Harrision

enclosures: channel computations for flow at 2.5 feet of depth.



PROJECT: _____

PROJECT #: _____ DATE: _____

TO: _____

J-KANSAS ENGINEERING CONSULTANTS
 00 N. ROCK ROAD #800
 CHITA, KANSAS 67226

$$Q = \frac{1.486}{N} R^{2/3} S^{1/2} A$$

$$A = (B + d) d$$

$$N = 0.035$$

$$P = B + 2 d$$

$$S = 0.2\%$$

$$R = A/P$$

$$S = 0.4\%$$

$$V = Q/A$$

B	D	A	P	R ^{2/3}	VH/sec	Q cfs.
4	1.0	8	12.246	0.753	1.43	11.44
4	1.5	15	16.369	0.943	1.79	26.87
4	1.25	11.25	14.308	0.8519	1.62	18.20
4	2.5	35	24.616	1.264	2.40	84.0
4	3.0	48	28.739	1.408	2.67	128.16
4	3.5	63	32.862	1.543	2.93	184.59
4	4.0	80	36.985	1.673	3.18	254.4
6	1.5	18	18.369	0.987	1.87	33.66
6	2.0	28	22.42	1.157	2.20	61.52
6	2.5	40	26.616	1.312	2.49	99.60
6 @ 0.4%	2.5	"	"	"	"	148.8
6	3.0	54	30.739	1.456	2.77	149.31
6	3.5	70	34.862	1.592	3.02	211.61
6	4.0	88	38.985	1.721	3.27	287.50
8	4.0	96	40.985	1.764	3.35	321.60
10	4.0	104	42.985	1.802	3.42	355.68
12	4.0	112	44.985	1.8370	3.49	390.88

42" RCP @ 1% - 100 cfs.
 " " @ 0.4% - 64 cfs