

SUBDIVISION REPORT

S/D NO. 80-40 Name River Oaks  
Date Application Rec'd. 6-12-80 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 8-7-80

DESCRIPTION

General Location East side of Hydraulic in an area north of 55th St. South

Owner Catron Homes, Inc.  
Surveyor/Engineer Professional Engineering Consultants P.A. (Gary Wiley)  
Address 355 Ellis, 67211 Phone 263-1107

- 1. Gross Acreage of Plat 69.5
- 2. Number of Lots:
  - Residential 361
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
  - Total Number of Lots 361
- 3. Minimum Lot Frontage 50' @ setback ft.
- 4. Minimum Lot Area 5000 square ft.
- 5. Existing Zoning G
- 6. Proposed Zoning G
- 7. Lineal Feet of New Streets:
  - a. 58 R/W 400 ft.
  - b. 60 R/W 115 ft.
  - c. 64 R/W 10,450 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 10,965 ft.
- 8. Sidewalk adjacent to all streets? yes X no
- 9. Public Water Supply Yes (Yes-No), Name City of Wichita
- 10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
- 11. Health Department Approval (where applicable) NA (Yes-No)
- 12. City of Wichita X: Three-Mile Area \_\_\_\_\_

STAFF COMMENTS:

- A. The representative from the City Engineer's Office should be prepared to comment on the status of the applicant's drainage concept plan.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property.
- C. The applicant shall guarantee the extension of both City water and sanitary sewer to serve all the lots being platted.
- D. The applicant shall guarantee the paving of all interior streets, including a sidewalk on one side of the following streets:
  - 1. Campus/Spruce
  - 2. Lockwood
  - 3. Maywood
  - 4. 54th Street.
- E. In order to provide for both pedestrian and vehicular access to the elementary school to the north, it is the recommendation of the Planning Department that allowances be made for extending Minnesota and Ash into this plat.
- F. Approval of this preliminary plat will require a waiver of the 60-foot minimum lot frontage requirement of the Subdivision Regulations (7-204(B)) as well as a waiver of the recommended lot width-to-depth ratio (7-204(C)).
- G. The first street east of Lilac shall be named "Minneapolis" rather than "Minnesota."
- H. The Subdivision Regulations state that street intersection of less than 150 feet shall be avoided. City Engineering

Traffic Engineering shall be prepared to make their recommendation concerning the 55th Street/Campus offset of 132 feet.

- I. The applicant's engineer shall be prepared to discuss the proposed designation for the triangular piece of ground between Lot 46, Block 9 and the 20' sewer easement east of said Lot 46.
- 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).

S/D NO. 80-40 Name River Oaks  
Date Application Rec'd. 6-12-80 Preliminary Approval 8-7-80  
Scheduled S/D Meeting 9-18-80

DESCRIPTION

General Location East side of Hydraulic in an area north of 55th St South

Owner Catron Homes, Inc.

Surveyor/Engineer Professional Engineering Consultants, P.A. (Gary Wiley)

Address 355 Ellis Phone 263-1107

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  - Total Number of Lots 361
- 3. Minimum Lot Frontage 50' @ setback 5ft.
- 4. Minimum Lot Area 5000 square feet
- 5. Existing Zoning G
- 6. Proposed Zoning G
- 7. Lineal Feet of New Streets:
  - a. 58 R/W 400 ft.
  - b. 60 R/W 115 ft.
  - c. 64 R/W 10,450 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 10,965 ft.
- 8. Sidewalk adjacent to all streets? yes  no
- 9. Public Water Supply yes (Yes-No), Name City of Wichita
- 10. Public Sanitary Sewers Yes(Yes-No), Name City of Wichita
- 11. Health Department Approval (where applicable) NA (Yes-No)
- 12. City of Wichita X: Three-Mile Area \_\_\_\_\_

STAFF COMMENTS:

- A. The applicant's drainage plan has been approved.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property, including storm sewers and the channel within the drainage dedication.
- C. The applicant shall guarantee the extension of both City water and sanitary sewer to serve all the lots being platted.
- D. The applicant shall guarantee the paving of all interior streets, including the following sidewalks:
  - 1. West side of Spruce/north side of Campus;
  - 2. North side of Lockwood;
  - 3. North side of Maywood;
  - 4. South side of 54th Street.
- E. At the time the Subdivision Committee approved the preliminary plat, it recommended a waiver of the lot width-to-depth ratio for several lots in Block 10.
- F. The applicant shall guarantee the construction of a sidewalk in the 10-foot sidewalk easement centered on the lot line common to Lots 15 and 16, Block 1. In addition, the applicant shall submit a restrictive covenant to be recorded with the plat which prohibits the obstruction of the pedestrian easement (e.g., fencing, landscaping, etc.).
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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Owner Catron Homes, Inc.  
Surveyor/Engineer Professional Engineering Consultants, P.A. (Gary Wiley)  
Address 355 Ellis Phone 263-1107

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>69.5</u>  | 7. Lineal Feet of New Streets:                              |
| 2. Number of Lots:  | a. <u>58</u> R/W <u>400</u> ft.                             |
| Residential <u>361</u>  | b. <u>60</u> R/W <u>115</u> ft.                             |
| Commercial _____  | c. <u>64</u> R/W <u>10,450</u> ft.                          |
| Industrial _____  | d. _____ R/W _____ ft.                                      |
| Other _____   | e. _____ R/W _____ ft.                                      |
| Total Number of Lots <u>361</u>   | TOTAL <u>10,965</u> ft.                                     |
| 3. Minimum Lot Frontage <u>.50' @ setback</u> <del>ft.</del>                | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area <u>5000 square feet</u>                                 |   |
| 5. Existing Zoning <u>G</u>   |   |
| 6. Proposed Zoning <u>G</u>   |   |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>     |   |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> |   |
| 11. Health Department Approval (where applicable) <u>NA</u> (Yes-No)        |   |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____                        |   |

STAFF COMMENTS:

- A. The applicant's drainage plan has been approved.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property, including storm sewers and the channel within the drainage dedication.
- C. The applicant shall guarantee the extension of both City water and sanitary sewer to serve all the lots being platted.
- D. The applicant shall guarantee the paving of all interior streets, including the following sidewalks:
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- E. At the time the Subdivision Committee approved the preliminary plat, it recommended a waiver of the lot width-to-depth ratio for several lots in Block 10.
- F. The applicant shall guarantee the construction of a sidewalk in the 10-foot sidewalk easement centered on the lot line common to Lots 15 and 16, Block 1. In addition, the applicant shall submit a restrictive covenant to be recorded with the plat which prohibits the obstruction of the pedestrian easement (e.g., fencing, landscaping, etc.).
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

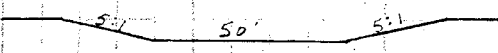


Date 7-18-80 Page 1 of 3

Project River Oaks Addition

Item Detention Volume / Volume of Runoff

Detention Volume Available



$$\frac{[(50)(4) + (20)(4)] 1770}{43560 \text{ ft}^2/\text{ac}} = 11.38 \text{ ac-ft}$$

105  
15

Volume of Runoff (100 year flood routed to detention system)

P-TP = 40 precipitation for Sedgewick County

P<sub>100</sub> = 5.9 in

Soil Group      5% Type B  
                      10% Type A  
                      85% Type C

$$CN = [(0.05)(85) + (0.1)(77) + (.85)(90)] = 88.5$$

$$I = \frac{1000}{88.5} - 10 = 1.3$$

$$R = \frac{[5.9 - 0.2(1.3)]^2}{15.9 - 0.2(1.3)} = 4.6 \text{ in}$$

D.A.  $\approx$  54 ac

$$Vol = \frac{(54)(4.6)}{12} = 20.7 \text{ ac-ft}$$

Pipe Capacity Required

$$20.7 - 11.4 = 9.3 \text{ ac-ft of runoff}$$

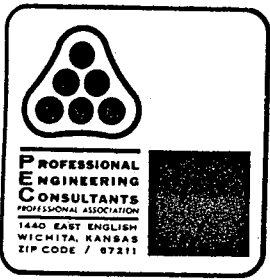
Time of Concentration

Length thru residential area - 1950'

Length thru channel - 1770'

Fall thru residential - 3.7'

Fall thru channel - 1.8'



Date 7-18-80 Page 2 of 3

Project River Oaks Addition

Item Volume / Pipe Capacity

TOC thru residential -

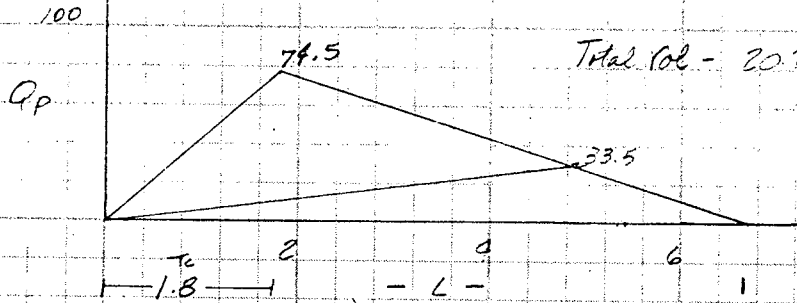
$$1.8 \frac{(1.1 - 0.5)(1950)^{0.5}}{(5.7/19.5)^{0.23}} = 71.6 \text{ min}$$

$$\text{TOC thru channel} = \left[ \frac{(11.9) \left( \frac{1770}{5280} \right)^3}{1.8 \text{ ft}} \right]^{0.385} = 0.59 \text{ hr} = 35.1 \text{ min}$$

$$\text{TOC total} = 107 \text{ min} - 1.8 \text{ hr}$$

$$q_{av} = 0.3 \text{ cfs/sec in}$$

$$Q_p = (0.3)(54)(4.6) = 74.5 \text{ cfs}$$



$$\text{Total vol} - 20? = \frac{(74.5)(1.8+L)(3600)}{2 \cdot 43560}$$

$$6.72 = 1.8 + L$$

$$L = 4.9$$

$$\text{Vol excess} = 9.3 = \frac{Q_p(6.72)(3600)}{2 \cdot 43560}$$

$$Q_{out} = 33.5 \text{ cfs} - \text{pipe capacity required}$$

Pipe Size 43x68

$$\text{head on pipe} = (4 + 69.06) - (43/12 + 68.4) = 1.08$$

$$\text{length of pipe} = 660'$$

$$\text{Hyd Slope} = 1.08/660 = 0.16\%$$

$$Q_{max} = 82 \text{ cfs} >> 33.5 \text{ cfs}$$

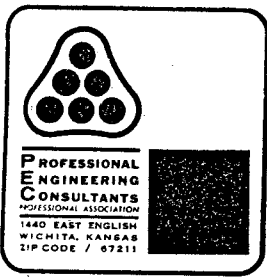
Try 42" pipe

$$\text{head} = (4 + 69.06) - (42/12 + 68.4) = 1.16$$

$$\text{length} = 660'$$

$$\text{Hyd slope} = 1.16/660 = 0.18\%$$

$$Q_{max} = 43 \text{ cfs}$$



Date 7-18-80 Page 3 of 3

Project River Oaks Addition

Item Detention Volume

### Detention Volume Needed

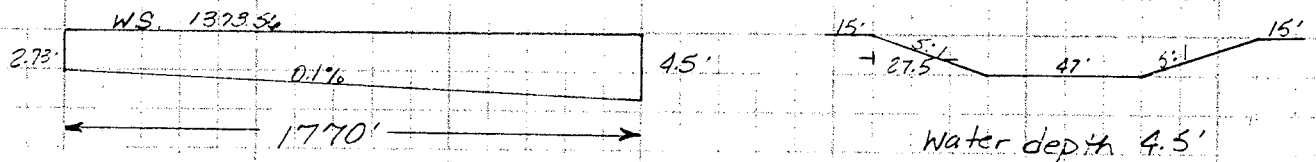
15' berm along property line

5:1 side slopes to flow line of channel

0.1% channel bottom slope

1770' channel length

5.5' of depth at outfall, water depth 4.5'



### Volume of Storage

$$Vol = \left( \frac{A_1 + A_2}{2} \right) L$$

$$Area_1 = (4.5 \times 47) + (4.5 \times 22.5) = 312.75 \text{ ft}^2$$

$$Area_2 = (2.73 \times 47) + (2.73 \times 13.65) = 165.57 \text{ ft}^2$$

$$Vol = \frac{313 + 166}{2} \times 1770 = 9.7 \text{ ac-ft}$$

$$Vol \text{ to discharge} = 20.7 - 9.7 = 11.0 \text{ ac-ft}$$

$$Q = (q_p)(Vol)(12) = (0.3)(11.0)(12) = 39.6 \text{ cfs}$$

$$Q_{out} \sim 40 \text{ cfs}$$

$$Q_{app capacity} \sim 43 \text{ cfs}$$



# MEMO

TO: Steve Lackey ✓  
Design Chief Engineer  
City Hall - 7th Floor  
455 N. Main  
Wichita, Kansas 67202

PROJECT NO. 30-80195-1213

PROJECT: River Oaks

Addition

DATE: July 22, 1980

COPIES TO:

ATTN:

Paul Johnston

Louise Olivarez

Mike Lindebak

Dick Linn

FROM: Kristen Hart

REFERENCE: Drainage Concept and Supportive  
Calculations

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Enclosed is the drainage concept and supportive calculations for River Oaks Addition. We anticipate filing the Preliminary Plat with MAPD on July 25, 1980, for hearing by the MAPC Subdivision Committee on August 7, 1980. Should any additional information be required in your review of the plan, please contact Dick Linn or myself.

**THE CITY OF WICHITA**

**OFFICE OF**

**PUBLIC WORKS ENGINEERING**

**DATE**

**July 29, 1980**

**TO**

**Jack Galbraith, Chief Planner**

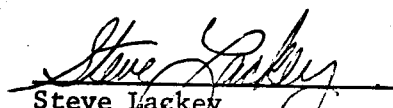
**FROM**

**Steve Lackey, Design Chief Engineer**

**SUBJECT**

**Re: River Oak Drainage Concept**

Our office has reviewed and approved the drainage concept as submitted by P.E.C. for the said plat.

  
Steve Lackey  
Design Chief Engineer

SL:md

cc: Kristen Hart, P.E.C.



# MEMO

TO: Steve Lackey  
Design Chief Engineer  
City Hall - 7th Floor  
455 N. Main  
Wichita, Kansas 67202

PROJECT NO. 30-80195-1213

PROJECT: River Oaks

Addition

DATE: July 22, 1980

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ATTN:

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Dick Linn

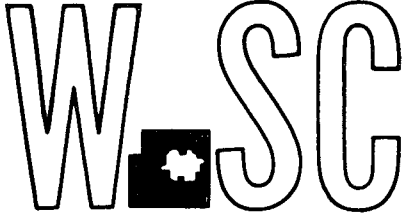
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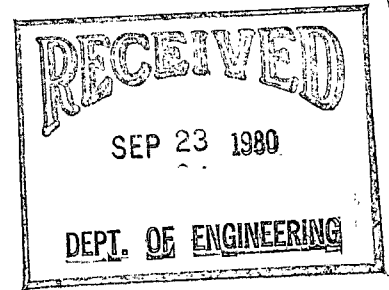
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

CITY HALL — TENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202

September 22, 1980  
7318 268-451



Professional Engineering Consultants, P.A.  
355 Ellis  
Wichita, Ks. 67211

Re: S/D 80-40 - Final plat of River Oaks

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, September 18, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee all drainage improvements required by the platting of this property, including storm sewers and the channel within the drainage dedication.
- B. The applicant shall guarantee the extension of both City water and sanitary sewer to serve all the lots being platted.
- C. The applicant shall guarantee the paving of all interior streets, including the following sidewalks:
  1. West side of Spruce/north side of Campus;
  2. North side of Lockwood;
  3. North side of Maywood;
  4. South side of 54th Street.
- D. At the time the Subdivision Committee approved the preliminary plat, it recommended a waiver of the lot width-to-depth ratio for several lots in Block 10.
- E. The applicant shall guarantee the construction of a sidewalk in the 10-foot sidewalk easement centered on the lot line common to Lots 15 and 16, Block 1. In addition, the applicant shall submit a restrictive covenant to be recorded with the plat which prohibits the obstruction of the pedestrian easement (e.g., fencing, landscaping, etc.).
- F. The applicant shall provide a copy of the drainage design plans to the Office of Operations & Maintenance.

P.E.C. P.A.

9-22-80

Page 2

- G. The final plat tracing shall delineate the 20-foot utility easements adjacent to the drainage dedication as a 10-foot sanitary sewer easement and a 10-foot general utility easement. The 10-foot of easement within the drainage dedication shall be for sanitary sewer.
- H. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

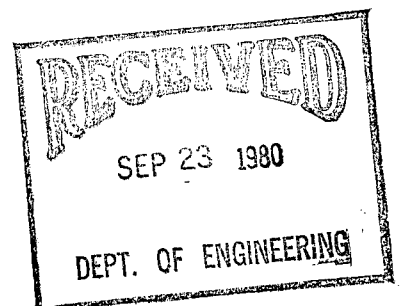
This matter will be forwarded to the Planning Commission for its consideration on Thursday, September 25, 1980, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

*Forrest L. Nagley*  
Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Catron Homes, Inc., c/o James A. Catron, Pres., 3246 N. Clarence  
67204  
Resla, Inc., G. R. Monroe, Pres., P.O. Box 2606, 67201  
Dean Sellers, Assistant City Engineer



RIVER OAKS ADDN.  
(Sanitary Sewers)

Sept. 3, 1980

Phase (1)

7850 LF. - 8" @ \$25.00 = \$196,250.00

26 ea. - MHS @ \$2500.00 = \$65,000.00

G.T. = \$261,250.00 ÷ 173 Lots = \$1510.12 ea.

+ 20% = 313,500 use 320,000 = 1850/lot

Phase (2) 6800 LF. - 8" @ \$25.00 = \$170,000.00

21 ea. - MHS @ \$2500.00 = 52,500.00

G.T. = \$222,500.00 ÷ 177 Lots = \$1257.06 ea.

+ 20% = 267,000 use 275,000 = 1555/lot

(Pavement)

Phase (1) - Property

58' wide - (200) LF. @ \$90.78 = \$18,156.00 ✓

60' " - (105) " " 95.37 = 10,013.85 ✓

64' " - 5441" " 106.56 = 579,792.96 ✓

179 - 12' Wide Drs. " 520.00 = 93,080.00

G.T. = \$701,042.81 ÷ 179 Lots = \$3916.44 ea.

use \$702,000 3920/lot

Phase (2) - Property

58' wide - 200 LF. @ \$90.78 = \$18,156.00

64' " = 5265" " 106.56 = 561,038.40

182 - 12' Wide Drs. " 520.00 = 94,640.00

G.T. = \$673,834.40 ÷ 182 Lots = \$3702.39 ea.

use 677,000 = 3720/lot

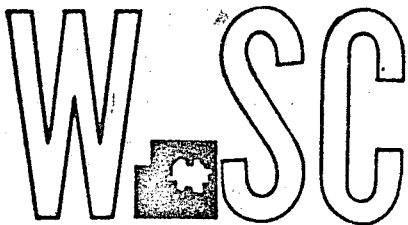
City

7-½ intersections @ \$2,200.00 = \$19,326.10

2-4" A.C. Hook-ups / CMPs @ 4,000.00 = 8,000.00

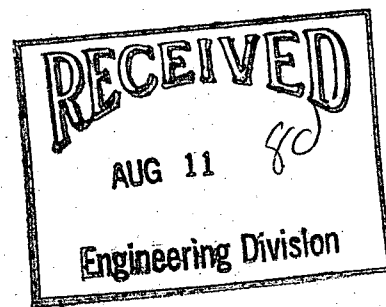
G.T. = \$27,326.10

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

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



August 8, 1980

Professional Engineering Consultants, P.A.  
355 Ellis  
Wichita, Ks. 67211

Re: S/D 80-40 - Preliminary plat of River Oaks

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 7, 1980, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat subject to the following;

- A. The applicant's drainage concept has been approved by City Engineering. Prior to filing the final plat, the final drainage plan shall be submitted for review.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property including storm sewers and the channel within the drainage ditch.
- C. The applicant shall guarantee the extension of both City water and sanitary sewer to serve all the lots being platted.
- D. The applicant shall guarantee the paving of all interior streets, including a sidewalk on one side of the following streets:
  1. Campus/Spruce
  2. Lockwood
  3. Maywood
  4. 54th Street
- E. The street name "Lilac" shall be changed to "Kansas" and "Minnesota" shall be changed to "Minneapolis."
- F. Ash Street as extended from the north shall be platted through Block 1 of this subdivision.
- G. The Subdivision Committee recommends a waiver of the lot width-to-depth ratio.

P.E.C., P.A..

8-8-80

Page 2

- H. Side lot easements requested by K.G. and E. and shown on the "marked" copy of the preliminary plat shall be indicated on the final plat.
- I. Information on how the drainage waters will enter the Flood Control property shall be submitted to the Flood Control Office.
- 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).

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

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

Sincerely,



Louise Olivarez  
Senior Planner

LO:bh

cc: Catron Homes, Inc., c/o J.A. Catron, Pres. 3246 N. Clarence, 67204  
Resla, Inc., G. R. Monroe, Pres., P.O. Box 2606, 67201  
✓Dean Sellers, Acting City Engineer  
Paul Johnston, Flood Control



# MEMO

TO: Chris Breitenstein  
Drainage Design Engineer  
455 N. Main  
7th Floor - City Hall  
Wichita, Kansas 67202

PROJECT NO. 30-80195-1213

PROJECT: River Oaks Addition

COPIES TO:

ATTN: \_\_\_\_\_

DATE: August 20, 1980

Paul Johnston

Louise Olivarez

Mike Lindebak ✓

RWL - File

FROM: Kristen Hart

REFERENCE: River Oaks Drainage Plan and supportiv  
calculations

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Enclosed is the drainage plan and supportive calculations for River Oaks Addition.

We would appreciate your review and comments as soon as possible as our submitting the Final Plat is contingent on your approval of this Drainage Plan.


Note that River Oaks is actually a revision of the previously approved Bo-mar Drainage Plan.

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF ENGINEERING DATE August 21, 1980

TO Jack Galbraith, Chief Planner  
FROM Chris J. Breitenstein, P.E., Acting Drainage Design Engineer  
SUBJECT Drainage Plan for River Oaks  
Addition

The above mentioned drainage plan is approved.

  
Chris J. Breitenstein, P.E.  
Acting Drainage Design Eng.

CJB:md

cc: Louise Olivarez  
Kristen Hart

*Resla, INC.*

G. R. (Bob) MONROE  
President

255 NORTH MAIN • P. O. BOX 2606 • WICHITA, KANSAS 67201 • AC 316 265-5669

August 28, 1980

Mr. Ray Bruggeman  
Director of Engineering  
7th Floor - City Hall  
455 N. Main  
Wichita, Ks. 67202

RE: Design Engineering Services  
River Oaks Addition

Dear Mr. Bruggeman:

The preliminary plat of River Oaks Addition was approved by the Subdivision Committee of the Metropolitan Area Planning Commission on August 7, 1980. Professional Engineering Consultants, P.A., is providing the platting services.

We request that design engineering services be initiated during the platting process on the public improvements.

This plat is a replat of Bo-Mar 1st Addition. Professional Engineering Consultants, P.A., provided the platting services for Bo-Mar 1st Addition and design engineering services for the Phase I sanitary sewer, water supply line, and Phase I water line.

It is requested that Professional Engineering Consultants, P.A., be selected to provide the design engineering services for the Phase I public improvements for River Oaks Addition. *← OK*

Very truly yours,

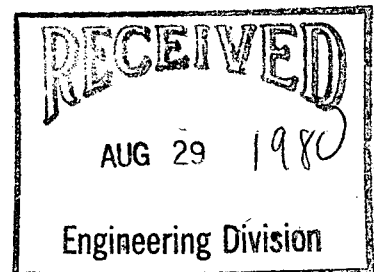
*G. R. Monroe*  
G.R. Monroe  
President

cc: Charles Freund, P.E.C.

*S.P.*

GRM/jh

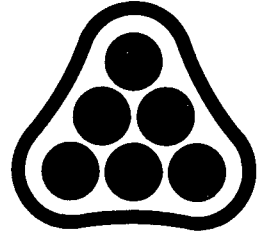
*PREVIOUSLY APPROV.*



*RWB*

**DIRECTORS**

C. O. KNOP, P.E.  
R. B. PEUGH, P.E.  
C. J. FREUND, P.E.  
W. H. KELTNER, P.E.  
R. D. PLETCHER, P.E.  
F. D. MIDDLETON, JR., P.E.  
D. E. MALTBIE, P.E.  
M. D. SCHOMAKER, P.E.



**P**ROFESSIONAL  
**E**NGINEERING  
**C**ONSULTANTS  
PROFESSIONAL ASSOCIATION

October 3, 1980

Department of Engineering  
City Hall - Seventh Floor  
455 North Main Street  
Wichita, Kansas 67202

Attention: Mr. Mike Lindebak  
Program Development Engr.

Re: River Oaks Addition (Phase I)  
PEC File No. 30-80063-042

Gentlemen:

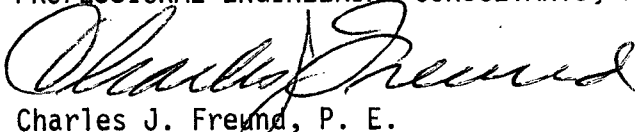
Enclosed are four (4) copies of our agreement for Engineering Services for Sanitary Sewer, Street and Drainage Improvements for River Oaks (Bo-Mar) Addition, Phase I.

These contracts utilizes the most recent verbiage received from Ray Bruggeman for City Contracts.

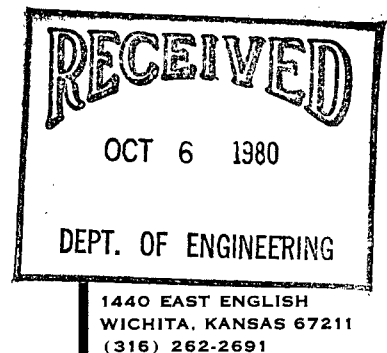
If you have any questions or need more information, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

  
Charles J. Freund, P. E.  
Vice-President

CJF/cmr  
Enclosures (4)



*File Copy*

THE CITY OF WICHITA  
OFFICE OF LAW DEPARTMENT

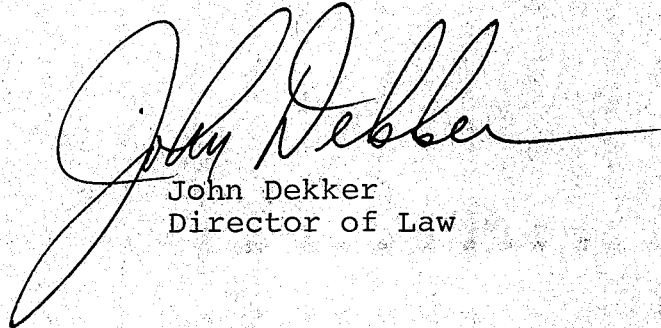
DATE October 24, 1980

TO Mike Lindebak, Program Development Engineer

FROM John Dekker, Director of Law

SUBJECT Engineering Services  
River Oaks Addition (Phase I)

Returned herewith, approved as to form, are all four copies of the captioned contract sent to me with your memo of October 21. I have made a copy of this contract for my file; however, in the future it will be necessary that you furnish this department with a copy in accordance with AP 5.



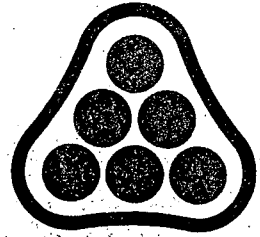
John Dekker  
Director of Law

JD:cr  
Attachments

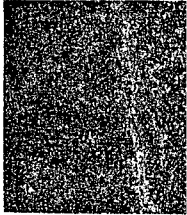
RECEIVED  
OCT 27 1979  
Dept. Of Engineering

**DIRECTORS**

- C. O. KNOP, P.E.
- R. B. PEUGH, P.E.
- C. J. FREUND, P.E.
- W. H. KELTNER, P.E.
- R. D. PLETCHER, P.E.
- F. D. MIDDLETON, JR., P.E.
- D. E. MALTBIE, P.E.
- M. D. SCHOMAKER, P.E.



**PROFESSIONAL  
ENGINEERING  
CONSULTANTS**  
PROFESSIONAL ASSOCIATION



October 29, 1980

Mr. G.R. Monroe  
Resla, Inc.  
P.O. Box 2606  
Wichita, Kansas 67201

RE: River Oaks Addition  
PEC File No. 36-80195-1213

Dear Mr. Monroe:

The final plat of River Oaks Addition is scheduled on the November 4, 1980 City Commission Agenda. The petitions for the public improvements (street paving, sanitary sewers, storm drainage system, water lines) are included with the final plat documents.

The contract for design engineering services on Phase I of the development will also be considered for approval by the City Commission on that date.

The City will not initiate action on the projects until conditions of the City 35% Development Policy are met. A letter of credit guaranteeing the payment of special assessments is the most expedient method of meeting this requirement. The three projects listed below will require letters of credit in the amount stated (35% of the estimated amount to be assessed).

- |    |   |           |
|----|---|-----------|
| 1. | Sanitary Sewer - Lateral 58, Main 1, S.W.I. Project No. 468 76 245 80925 000 000 001.                   | \$136,500 |
| 2. | Storm Water Sewer No. 183, Project No. 468 76 245 80926 000 000 001                                     | \$101,500 |
| 3. | Paving Lockwood, Maywood, Kansas Minneapolis, Ash, and Spruce. Project No. 472 76 245 80930 000 000 001 | \$281,750 |

It will not be necessary to file a letter of credit for the water line improvements. Enclosed are letter of credit forms for the projects.

The final plat should be filed of record during the week of November 17, 1980. The design engineering services will be completed prior to that date on the water lines and sanitary sewer for Phase 1. The City can then proceed to advertise for bids on the sewer and water line in early December.

Contact should be made with the other utility companies (K.G.&E., Gas Service Company, Bell Telephone Company) for the coordination and installation of utilities. We will provide assistance at your request.

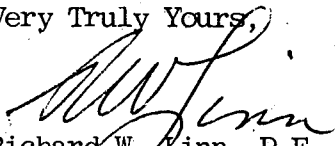
1440 EAST ENGLISH  
WICHITA, KANSAS 67211  
(316) 262-2691

Page 2  
10-29-80  
G.R. Monroe

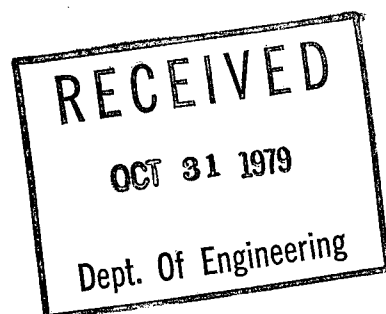
The design engineering services will be completed by approximately January 15, 1981 on the storm water sewer and by approximately February 15, 1981 on the street paving project. Bids can be received by the City in February on the storm water sewer and in March on the street paving.

If additional information is desired, please contact me.

Very Truly Yours,



Richard W. Linn, P.E.  
Manager, Land Development



# THE CITY OF WICHITA



## DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION  
CITY HALL — SEVENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 268-4501

September 2, 1980

Mr. G. R. Monroe, President  
Resla, Inc.  
255 North Main  
P.O. Box 2606  
Wichita, Kansas 67201

Re: Design Engineering Services  
River Oaks Addition

Dear Mr. Monroe:

Professional Engineering Consultants, P.A. was selected to provide design engineering services for Phase I of Bo-Mar First Addition. This selection also would include Phase I of River Oaks Addition.

Your letter indicated a desire to start engineering prior to recording a final plat. This can be done with a three-party agreement between Professional Engineering Consultants, the City of Wichita, and Resla, Inc. It will be necessary for you to post a letter of credit to guarantee that Professional Engineering Consultants will be compensated for design services should you not develop River Oaks Addition. Please have Professional Engineering Consultants prepare the contract document if you wish to proceed with design engineering prior to final platting.

Your other option is to have the River Oaks Addition plat recorded first. The City of Wichita and Professional Engineering Consultants can then enter into a two-party agreement for engineering services for Phase I, River Oaks Addition as was agreed for Bo-Mar First Addition. Resla, Inc. would not be required to provide a letter of credit guaranteeing payment for engineering services if the plat is recorded first.

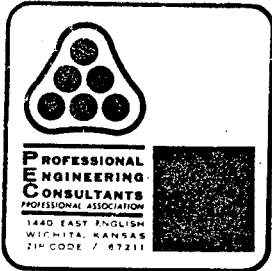
I suggest you discuss your options with Professional Engineering Consultants. In either event, they will prepare the contract document.

Sincerely,

Mike Lindebak  
Program Development Engineer

ML:ck

cc: R. W. Bruggeman, Director of Engineering/City Engineer  
Charles Freund, Professional Engineering Consultants



# MEMO

TO: Chris Breitenstein  
Acting Drainage Design Engineer  
455 N. Main  
7th Floor - City Hall  
Wichita, Kansas 67202

PROJECT NO. 30-80195-1213

PROJECT: River Oaks Addition

DATE: September 5, 1980

COPIES TO:

ATTN:

Paul Johnston

Mike Lindebak ✓

Dick Linn

File

FROM: Kristen Hart

REFERENCE: River Oaks Addition Revisions

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Due to insufficient cover on storm sewer conduits, the street grades in River Oaks Addition have been somewhat revised. This in turn has altered some T.O.C. elevations, drainage areas, etc. Therefore we have enclosed a Revised Drainage Plan (sheet 1 of 2) and it should replace the previous sheet 1. Sheet 2 of 2 was not affected by the revisions.

We would appreciate your making this correction to your file.

# MEMO



TO: Chris Breitenstein  
Acting Drainage Design Engineer  
455 N. Main  
7th Floor - City Hall  
Wichita, Kansas 67202

PROJECT NO. 30-80195-1213

PROJECT: River Oaks Addition

DATE: September 5, 1980

COPIES TO:

ATTN:

Paul Johnston

FROM: Kristen Hart

Mike Lindebak

REFERENCE: River Oaks Addition Revisions

Dick Linn

File

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Due to insufficient cover on storm sewer conduits, the street grades in River Oaks Addition have been somewhat revised. This in turn has altered some T.O.C. elevations, drainage areas, etc. Therefore we have enclosed a Revised Drainage Plan (sheet 1 of 2) and it should replace the previous sheet 1. Sheet 2 of 2 was not affected by the revisions.

We would appreciate your making this correction to your file.

**THE CITY OF WICHITA**

OFFICE OF Department of Engineering

DATE November 3, 1980

TO Robert G. Finch, Deputy City Manager

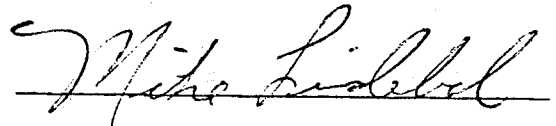
FROM Mike E. Lindebak, Program Development Engineer

SUBJECT Engineering Services -  
River Oaks Addition (Phase I)

Attached are four (4) copies of a proposed contract between the City of Wichita and Professional Engineering Consultants, P.A. for engineering services in connection with public improvements for River Oaks Addition (Phase I). The proposed contract has been approved as to form by the Law Department. I am, therefore, requesting that an item to review the contract be placed on the City Clerk's Agenda for Tuesday, November 10, 1980 and that the recommended action be to approve the contract.

Following approval of the contract, I would appreciate the City Clerk forwarding one signed copy to me for the Department of Engineering's file.

Thank you.



Mike E. Lindebak  
Program Development Engineer

MEL:JV:ck

Attachments: (4)

CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.  
1440 East English, Wichita, Kansas

THIS CONTRACT, made this 11<sup>TH</sup> day of NOV, 1980  
by and between THE CITY OF WICHITA, KANSAS, party of the first part, hereinafter  
called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P. A., Wichita,  
Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That

WHEREAS the CITY intends to construct:

Lateral 58, Main 1, Southwest Interceptor Sewer  
(468-76-245-80925-000-000-001);

Storm Water Sewer No. 183  
(468-76-245-80926-000-000-001); and

Pavement of Lockwood, Maywood, Kansas, Minneapolis, Ash  
and Spruce Streets (472-76-245-80930-000-000-001)

All of the aforesaid being located in the River Oaks Addition (Phase I)  
to the City of Wichita, Sedgwick County, Kansas, the same being located within  
the corporate limits of the City of Wichita, Sedgwick County, Kansas,  
hereinafter called the "PROJECT"; and,

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

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish engineering services as required for the development of plans, supplemental specifications and cost estimates for the PROJECT in the format and detail required by the Department of Public Works, City of Wichita. Engineering Plans shall be prepared on standard sheets in ink on mylar or linen.

In connection with the services to be provided, the CONSULTANT shall:

A. PHASE I - PRELIMINARY PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and survey equipment to obtain survey data as required for engineering design to supplement field surveys obtained from the CITY for the PROJECT.
2. Soils and Foundation Investigations. When authorized by the CITY direct a Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. (The cost of soils and boring investigations shall be passed directly to the CITY.)
3. Preliminary Street Profiles. Prepare preliminary street grades to conform to drainage plan for the PROJECT and submit one set to the CITY for review and approval prior to proceeding with development of preliminary plans.

4. Preliminary Sanitary Sewer Profiles. Prepare preliminary sanitary sewer grades for River Oaks Addition to provide basement level service where possible. Preliminary sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to development of preliminary plans for the PROJECT.
  
5. Preliminary Plans.
  - a. PART A - Prepare preliminary plans for Storm Water Improvements and submit one set to the CITY for Office Check.
  
  - b. PART B - Prepare preliminary plans for Street Improvements and submit two sets to the CITY for Office Check.
  
  - c. PART C - Prepare preliminary plans for Sanitary Sewer Improvements and submit one set to the CITY for Office Check.

B. PHASE II - FINAL PLAN DEVELOPMENT

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

1. Prepare final engineering plans and supplemental specifications as required.

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. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

C. PHASE III - CONSTRUCTION PHASE SERVICES

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

II. 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 notify the CITY when the plans for the PROJECT have progressed to the point that a Field Check/Office Check may be conducted; to furnish the CITY with two (2) sets of preliminary plans for use in the plan check; to furnish one or more representatives to participate in Field Check of the

PROJECT; and upon return receipt, to expeditiously complete all changes, modifications and corrections to the plans resulting from the Office Check.

- 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 deliver to the CITY the original tracings of the completed plans for the PROJECT, such tracings to become the property of the CITY.
- E. To submit to the CITY an Engineer's unit price cost estimate for the PROJECT incorporating all items of work included in the plans; said cost estimate to be based on unit cost data provided by the CITY for like work in this area.
- F. 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.
- G. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where 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.

- H. 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 1974, 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.
- I. 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.
- J. To submit monthly billings to the CITY of the costs accrued in the performance of the engineering services herein described on the basis of the expense chargeable to the PROJECT plus a proportionate part of the fixed fee based on progress to date.
- K. To complete and deliver preliminary plans, specifications and estimates to the CITY within the time allotted for each project or projects as stipulated below; except that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inaction of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.
  - 1. Project for Storm Water Improvements (Phase I) within 60 days after notice to proceed.

2. Project for Street Improvements (Phase I) within 90 days after notice to proceed.
  3. Project for Sanitary Sewer Improvements (Phase I) within 45 days after notice to proceed.
- L.
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, cost estimates and other work or material prepared and 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.
- M. 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 \$1,000,000 subject to deductible of \$25,000.

In addition, a Workman's Compensation 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 be not 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 CONSULTANT 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.
- C. To provide Soils Surveys and Tests as required.
- D. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- E. To provide right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of his services shall be on a lump sum basis for each project as follows:
  - 1. Project for Storm Water Improvements  
(Phase I) - \$17,500.00
  - 2. Project for Street Improvements  
(Phase I) - \$21,000.00
  - 3. Project for Sanitary Sewer Improvements  
(Phase I) - \$14,500.00
- B. If additional work should be necessary, by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate

of the actual costs plus a fixed fee for profit for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE

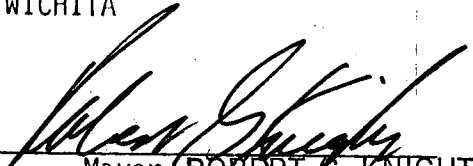
- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; 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, 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 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. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. 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 third-party beneficiary hereunder, or to authorize anyone not a part to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

CITY OF WICHITA

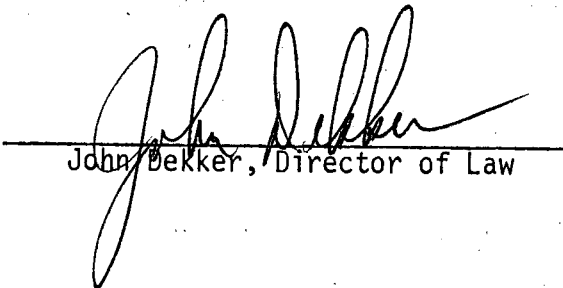
By:

  
Mayor ROBERT G. KNIGHT

ATTEST:

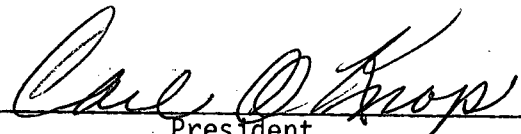
  
Donald C. Gisick, City Clerk

Approved as to Form:

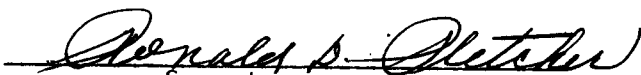
  
John Bekker, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

By:

  
President

ATTEST:

  
Secretary

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. At the 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 11246, 11375, 11541; Part 80 of Title 41 of the Code of Federal Regulations; The Age Discrimination in Employment Act of 1967; and laws, regulations or amendments to any of the foregoing.
- 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 1975 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 on the basis of race, religion, color, sex, physical handicap, national origin or 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/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, include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights; and shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights in all solicitations or advertisements for employees. The vendor, supplier, contractor or subcontractor 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 to be approved by the Kansas Commission on Civil Rights and Equal Employment Opportunity Commission.

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 provide access to books, records and procedures concerning employment relations to the Civil Rights and Equal Employment Opportunity Commission for the purpose of investigation to ascertain compliance with the Discrimination and Equal Employment Opportunity Requirements of the vendor, supplier, contractor or subcontractor. In the event the vendor, supplier, contractor or subcontractor fails to comply with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract.

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

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 completed 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 certification of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

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

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. Review, evaluation and assistance 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 KS 1576.302, 1576.303, 1576.304, 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.

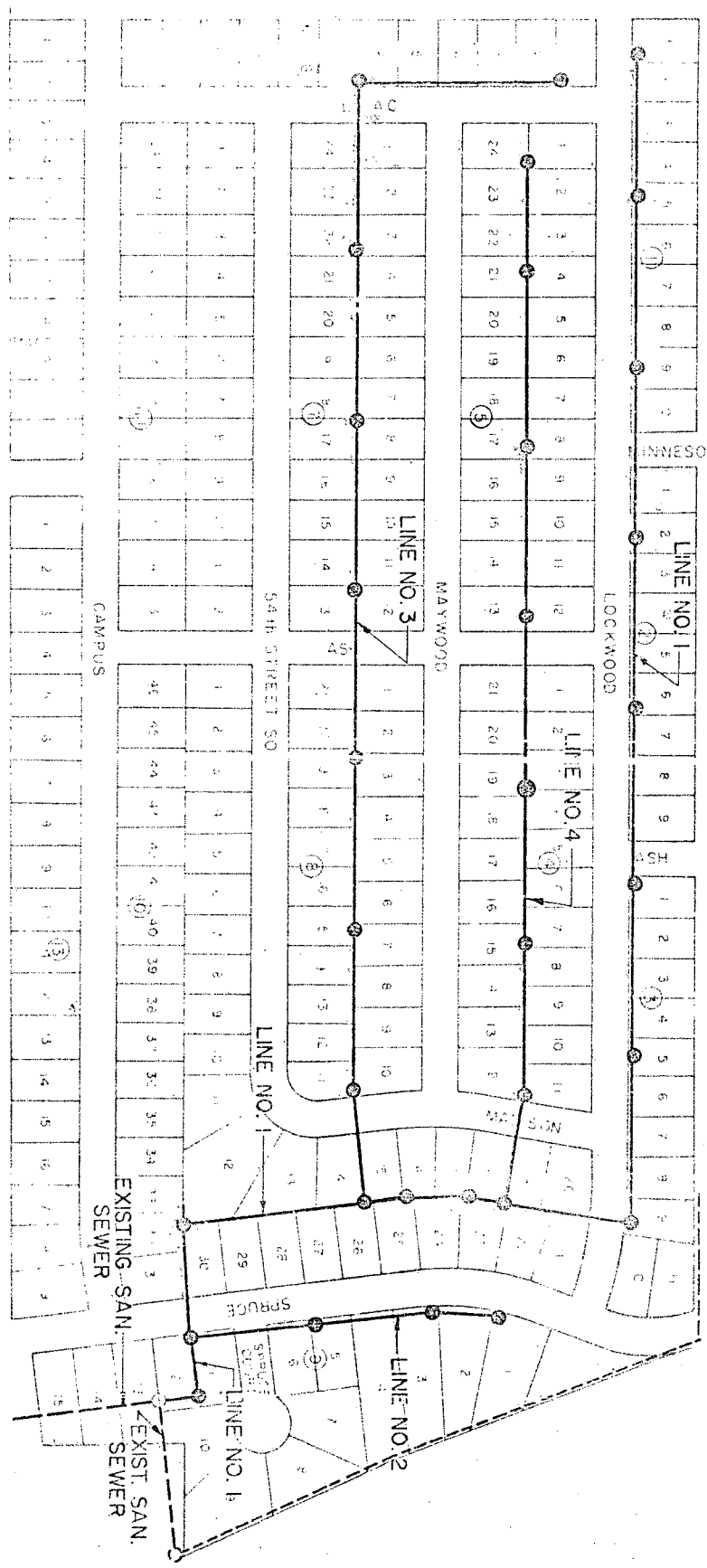
S.W. COR. 5th 1/2, SEC. 22,  
T28S, R1E of the 6th PM.

Note: Shaded lots are not in  
the Benefit District

TO WICHITA, SEDGWICK COUNTY

DO NOT FLOOD

S.E. COR. 10th N



1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
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49	50	51	52	53	54	55	56	57	58	59	60

A 131 S.A. 104 S.A. 100

# THE CITY OF WICHITA

F  
good



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY HALL — SEVENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 268-4501

November 14, 1980

Mr. Richard W. Linn, P.E.  
Land Development Manager  
Professional Engineering Consultants, P.A.  
355 South Ellis  
Wichita, KS 67211

Dear Mr. Linn:

Attached please find one fully executed copy of an agreement between Professional Engineering Consultants, P.A. and the City of Wichita for engineering services in connection with River Oaks Addition (Phase I). As the City has on file Irrevocable Letters of Credit for the sanitary sewer, drainage and paving projects to be built in River Oaks (Phase I), you are hereby authorized to proceed with the projects.

Cordially,

Paul B. Graves  
Chief Engineer

X

JAV/dla

Attachment