

THE CITY OF WICHITA

OFFICE OF Department of Engineering

DATE January 7, 1981

TO Tom Powell, Assistant City Attorney

FROM Mike Lindebak, Program Development Engineer

SUBJECT Agreement - Riverside 4th Addition

Attached is a copy of an instrument to be recorded with Riverside 4th Addition and plat, purpose being to restrict development until drainage improvements are made in Riverside drainage district.

The plat has been scheduled to be heard by the City Commission on January 13, 1981. Please review and provide your comments as it appears it will be necessary to revise this agreement prior to approval and recording of the Riverside 4th Addition plat.

Mike Lindebak
Program Development Engineer

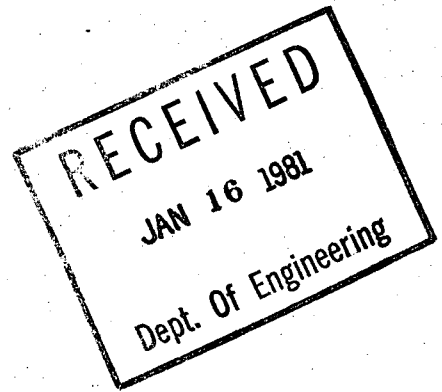
ML:ck

Attachment: (1)

WICHITA - SEDGWICK COUNTY



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



January 15, 1981

Mr. Dale Cooper
Mr. Richard Robinson
Robbins Realty
5301 S. Broadway
Wichita, Ks. 67216

Re: S/D 80-23 - Riverside Fourth Addition

Dear Messrs. Cooper and Robinson:

At the January 13, 1981, City Commission meeting, the Riverside Fourth Addition plat was reviewed with regard to its drainage requirements. An agreement, already signed by Robbins Realty, prohibiting development in Blocks 1 thru 5 of the addition until approved in writing by the City Engineer was accepted by the City Commission and will be recorded with the Register of Deeds. The Commission instructed that the plat be brought back to them for final review when all the conditions of plat approval have been completed. Please refer to our letter dated October 3, 1980, for a list of these platting conditions. Item "A" of that letter can be deleted as no minimum pad elevation is now required.

If you have any questions, please call.

Sincerely,


Louise Olivarez
Senior Planner

LO:bh

cc: Wilmer Freund, Delamater, Freund and Associates, Century
Plaza Bldg., 67202
Mike Lindebak, City Engineering

AGREEMENT

THIS AGREEMENT, made and entered this ___ day of January, 1981, by, between and among W. Dale Cooper and Richard S. Robinson, doing business as ROBBINS REALTY, a Partnership, with offices located in Wichita, Kansas, hereinafter called "Owners", and R. W. Bruggeman, Director, Engineering Division, CITY OF WICHITA, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, Owners warrant to Engineer that they own and are in possession of Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition, City of Wichita, Sedgwick County, Kansas, hereinafter called "Owners' Tract"; and

WHEREAS, the Federal Emergency Management Agency, Federal Insurance Administration, hereinafter called "FEMA", has issued a preliminary Floodway, Flood Boundary and Floodway Map under the National Flood Insurance Program for the City of Wichita, Sedgwick County, Kansas, including the Owners Tract.

NOW THEREFORE, Owners and Engineer agree that public improvements shall not be installed in Owners Tract or that building permits not be issued in Owners Tract until approved in writing by Engineer.

No { It is further agreed that such approval be made concurrent with the approval of the installation of public improvements or the issuance of building permits in other tracts of land within the City of Wichita which are similarly situated in FEMA defined floodways.

THIS AGREEMENT shall be binding upon the Parties hereto and their respective voluntary and involuntary successors and assigns.

Executed the day and year hereinabove written.

ROBBINS REALTY, a Partnership

By *Richard S. Robinson*

By _____

ENGINEERING DIVISION, City of Wichita

By _____

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE April 3, 1981

Office of the City Manager	
<input checked="" type="checkbox"/> [Signature]	<input type="checkbox"/> SH
<input checked="" type="checkbox"/> [Signature]	<input type="checkbox"/> DF
	<input type="checkbox"/> MEC
APR 3 1981	
<input type="checkbox"/> Copies To	_____
<input type="checkbox"/> Send To	_____
<input type="checkbox"/> File	_____

TO E. H. Denton, City Manager

FROM Karl J. Kennedy, Industrial Analyst

SUBJECT Request for Initiation of Public Improvements - Riverside Fourth Addition

Mr. Dale Cooper, a partner of Robbins Realty, the developer of Riverside Fourth Addition, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of April 1, 1981, all requirements have been satisfied under AR 31 Revised to initiate public improvements in the development project entitled Riverside Fourth Addition.

Mr. Cooper has provided this office with the following documents:

1. An "Assignment of Sales Agreements" assigning nine certain Real Estate Purchase Contracts to the City of Wichita and listing the petitioned public improvements.
2. A "Listing of Sales Agreements" listing 41 building lots pledged to the City.
3. Nine "Real Estate Purchase Contracts" for 41 building lots which represents 41 percent of the total addition benefiting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$12,025.40 which represents 10 percent of the purchase price of the 41 lots pledged as security for the petitioned public improvements.

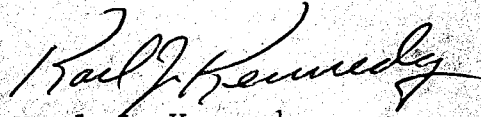
The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the public improvements for this project as set out in AR 31 Revised.


With a copy of this memorandum, the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

E. H. Denton
Initiation of Public Improvements - Riverside Fourth Addition
April 3, 1981
Page -2-

It is recommended that the petitioned public improvements be implemented.


Karl J. Kennedy
Industrial Analyst

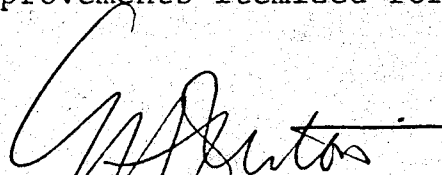
APPROVED:


Joe E. Boyd, Economic and
Industrial Development Officer

KJK/st
Attachments

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer (wo/a)
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering is hereby directed to proceed with the installation of the public improvements itemized for this project.


E. H. Denton
City Manager

Conditional

MAY 26 1981

IN REPLY REFER TO:
IFE (218)
FLO-1

Mr. Richard S. Robinson
Robbins Realty
5301 South Broadway
Wichita, KS 67126

Dear Mr. Robinson:

This is in response to your letter of March 21, 1981, requesting that the Federal Insurance Administrator determine whether Riverside Fourth Addition, Wichita, Kansas, recorded as Instrument No. 528492 in Volume F465, Page 789 of Protective Covenants, in the Office of the Register of Deeds, Sedgwick County, Kansas, is located within the Special Flood Hazard Area.

On May 1, 1981, we received all technical data necessary to process your request. We have reviewed the Flood Hazard Boundary Map in light of this data and have determined that the above-mentioned property would be partially inundated by a flood having a one-percent chance of occurrence in any given year (base flood). A final determination as to whether the proposed structures for the lots would be located in the Special Flood Hazard Area cannot be made at this time. However, a final determination will be made upon receiving certified "as-built" information showing the locations of the structures, the elevations of the lowest finished grades adjacent to the structures, and the elevations of the lowest floor, including basement. If it is determined that the structures are not located within the Special Flood Hazard Area, then flood insurance will not be required.

Based on the data supplied by you, the structures would not be located within the Special Flood Hazard Area if construction is completed as proposed on the Drainage Plan, Riverside Fourth Addition, dated May, 1980, and revised August 21, 1980, and certified by Mr. Norman L. Roelfs, P.E. The final determination will be based on this data unless future additional flood data becomes available indicating otherwise.

This determination is based on the best flood data available at the present time. The detailed Flood Insurance Study for the City of Wichita is currently being processed and data could be generated which may tend to modify the data used in making this determination. When the detailed Flood Insurance Study becomes effective, it will supersede this letter of map amendment. The Federal requirement for the purchase of flood insurance will be based on the then effective Flood Insurance Rate Map (FIRM).

R. S. Robinson

-2-

The above-stated results of your request for exemption from the Federal requirement for the purchase of flood insurance are based on minimum criteria established by FIA for flood plain management regulations and are intended only to reflect your status in relation to the Federal requirement for the purchase of insurance. Community officials, based on knowledge of local conditions and in the interest of human safety, may set higher standards for construction in the flood plain than the minimum criteria established by FIA. If the State of Kansas or the City of Wichita has adopted more restrictive and comprehensive flood plain management criteria, these criteria take precedence over the minimum federal criteria for the purpose of regulating development in the flood plain. This policy is set forth in Section 60.1(d) of the National Flood Insurance Program regulations.

This conditional letter of map amendment does not relieve Federal agencies of the need to comply with Executive Order 11988 on Floodplain Management in carrying out their responsibilities for providing federally undertaken, financed, or assisted construction and improvements or in their regulating or licensing activities.

If you have any questions or if we can be of further assistance, please contact the Program Implementation & Engineering Office at (202) 755-6570.

Sincerely,

ROBERT G. CHAPPELL

Robert G. Chappell, P.E.
Acting Assistant Administrator
Federal Insurance Administration

cc: FIA Central File
FIA Chron File
Region VII

Conditional

MAY 26 1981

Robbins Farm
Riverside 4th Addⁿ

IN REPLY REFER TO: 8,
IFE (218)
FLO-1

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Robbins Realty
5301 South Broadway
Wichita, KS 67126

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R. S. Robinson

-2-

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Sincerely,

ROBERT G. CHAPPELL

Robert G. Chappell, P.E.
Acting Assistant Administrator
Federal Insurance Administration

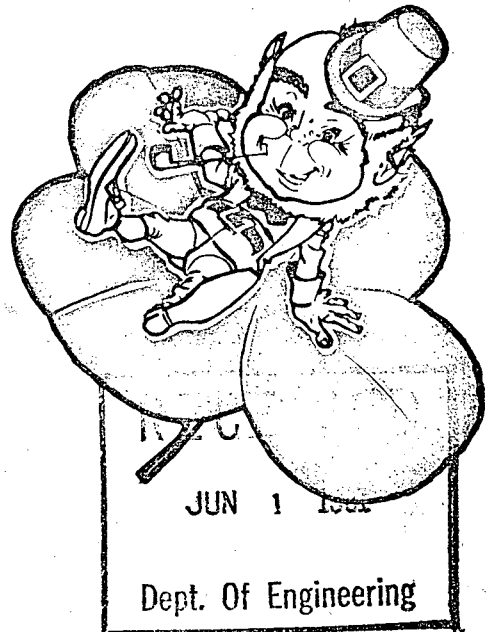
cc: FIA Central File
FIA Chron File
Region VII

ROBBINS REALTY

5301 SOUTH BROADWAY (316) 522-1587
WICHITA, KANSAS 67216

May 30, 1981

Mr. R. W. Bruggeman
Director of Engineering
City of Wichita
455 North Main
Wichita, Kansas 67202



Re: Riverside 4th Addition to
the City of Wichita

Dear Mr. Bruggeman:

You will recall that on January 13, 1981, we entered into an agreement with the City of Wichita which contained the following paragraph pertaining to the referenced subdivision:

NOW, THEREFORE, for One Dollar (\$1.00) and other consideration, Owners and City agree that public improvements shall not be installed in Owners' Tract or that building permits not be issued in Owners' Tract until approved in writing by the City Engineer. It is further agreed that such approval be made upon the finding that the above-described land because of public improvements is no longer in a floodway as determined by FEMA.

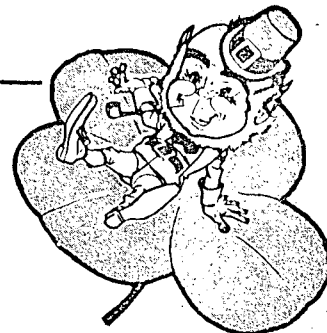
In response for our "Request For Letter of Map Amendment", we are in receipt of a letter from Mr. Robert G. Chappell, P.E., Acting Assistant Administrator, Federal Insurance Administration, Federal Emergency Management Agency (FEMA), Washington, D. C., dated May 26, 1981, which states:

Based on the data supplied by you, the structures would not be located within the Special Flood Hazard Area if construction is completed as proposed on the Drainage Plan, Riverside Fourth Addition, dated May, 1980, and revised August 21, 1980, and certified by Mr. Norman L. Roelfs, P.E. The final determination will be based on this data unless additional flood data becomes available indicating otherwise.

On March 20, 1981, we provided guarantees to the City of Wichita and requested that installation of public improvements be initiated

RWB

Mr. R. W. Bruggeman
May 30, 1981
Page 2



in accordance with the City of Wichita Development Policy.

We respectfully request that all public improvements be commenced immediately, without further delay.

Sincerely,

ROBBINS REALTY

WDCrsr

W. Dale Cooper
Managing Partner

ROBBINS
REALTY

June 11, 1981

Ms. Fay Davis
Program Specialist
Federal Emergency Management Agency
Federal Insurance Administration
Program Implementation and Engineering
Washington, D. C. 20472

Dear Ms. Davis:

This communication is with reference to our telephone conversation of June 10th regarding the letter that your office received from Robbins Realty and your subsequent reply to them dated May 26, 1981 signed by Robert G. Chappell, P. E., Acting Assistant Administrator, which transmitted a "Conditional Letter of Map Amendment."

Your agency's determination was based upon data supplied to you from Robbins Realty indicating "the structures would not be located within the Special Flood Hazard Area if construction is completed as proposed on the Drainage Plan, Riverside Fourth Addition, dated May, 1980, and revised August 21, 1980, and certified by Mr. Norman L. Roelfs, P. E. The final determination will be based on this data unless additional flood data becomes available indicating otherwise."

The proposed and revised drainage plan assumed the improvement of the Lower Big Slough to an improved channel that would provide for the 100-year flood. Preliminary plans (not construction plans) have been prepared indicating the scope of work that will probably be necessary to provide for this magnitude of improvement. However, at this time, this proposed improvement is not scheduled by any agency and is not a programmed improvement at this time or in the foreseeable future.

RWT

Ms. Fay Davis
Program Specialist
Federal Emergency Management Agency

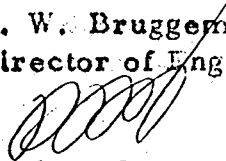
June 11, 1981

A major portion of the Lower Big Slough is not located within the jurisdiction of the City of Wichita, with most of the areas being controlled by the Riverside Drainage District and/or Sedgwick County.

It would appear that the "Conditional Letter of Map Amendment" should be revised to include the information contained herein.

Yours truly,

R. W. Bruggeman, P. E.
Director of Engineering



Paul B. Graves
Chief Engineer

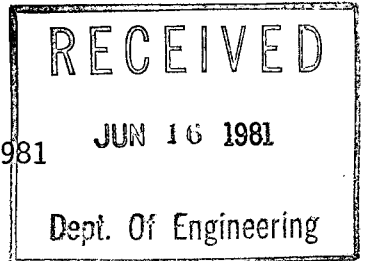
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cc: Robert G. Chappell, P. E., Acting Assistant Administrator,
Federal Insurance Administration
Dale Cooper, Robbins Realty
Richard S. Robinson, Robbins Realty

THE CITY OF WICHITA

OFFICE OF CITY MANAGER

DATE June 12, 1981



TO R. W. Bruggeman, Director of Engineering

FROM Robert G. Finch, Deputy City Manager

SUBJECT Riverside Drainage District

It is my understanding that although there has been no response to our November 24, 1980, letter to Mr. Roland Saindon, President of the Riverside Drainage District, there have been meetings and/or contacts between City staff and representatives of the District.

It is my further understanding that no progress has been made toward the dissolution of the Riverside Drainage District as a separate taxing district.

Please advise what course of action you would recommend at this point.

Your response, please, by June 22, 1981.

A handwritten signature in black ink, appearing to read "R. Finch", with a long horizontal flourish extending to the right.

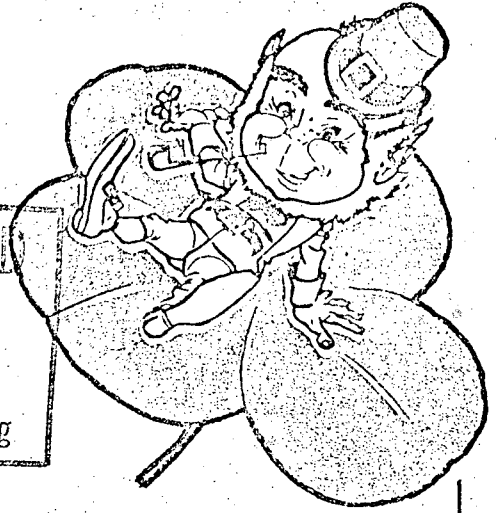
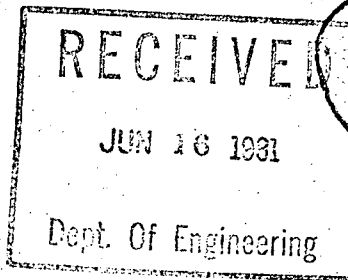
Robert G. Finch
Deputy City Manager

RGF/hpd

ROBBINS
REALTY

5301 SOUTH BROADWAY (316) 522-1587
WICHITA, KANSAS 67216

June 13, 1981



Ms. Fay Davis, Program Specialist
Federal Emergency Management Agency
Federal Insurance Administration
Program Implementation and Engineering
Washington, D. C. 20472

Re: IFE (218) FLO-1

Dear Ms. Davis:

We've just received a copy of a letter sent to you on June 11, 1981, by Paul B. Graves, Chief Engineer, City of Wichita, suggesting that the "Conditional Letter of Map Amendment" which we requested on Form HUD-538 (8-78) be revised to include information he submitted.

We feel that the "Conditional Letter of Map Amendment" should ignore the City of Wichita's request for revision since the City of Wichita has refused to cooperate with the Riverside Drainage District, who have the statutory responsibility to provide storm water drainage.

The City of Wichita has attempted to introduce storm water into the Riverside Drainage Canal from an area outside the Riverside Drainage District, their request having been denied by the Division of Water Resources, Kansas State Board of Agriculture. In an attempt to accomodate the City of Wichita, the Board of Directors of the Riverside Drainage District, in a letter dated October 6, 1980, proposed to the Mayor of the City of Wichita the following:

The City of Wichita Department of Engineering prepare plans for the improvement of Riverside Drainage Canal to accomodate anticipated urban development and associated drainage requirements.

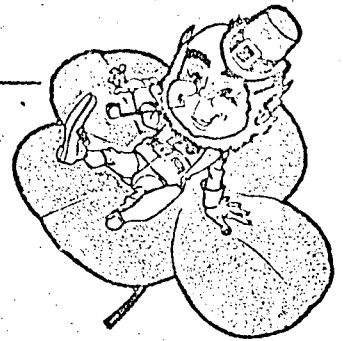
The City of Wichita would assume all responsibility for improvement of or replacement of bridges across the Riverside Drainage Canal because of such improvements.

The City of Wichita would provide all additional rights-of-way required within the city because of such improvements.

6-17-81 copy to Decker, Powell & Finch.

RWT

Ms. Fay Davis, FEMA
June 13, 1981
Page 2



After a review of the plans for improvement of the Riverside Drainage Canal as submitted by the City of Wichita, the Directors of the District reserve the right to accept the plans, reject the plans or modify the plans. If accepted, the District will proceed to include such improvements to Riverside Drainage Canal in its budget and plan for the improvements. Such improvements would be funded as provided by statute (i.e. - property taxes, benefit district assessments or bonds, whichever seem appropriate and reasonable.) . . .

Riverside Drainage District will maintain the waterways and channelization as improved.

The City Manager, City of Wichita, responded in a letter dated November 24, 1980 . . . we believe that the Riverside Drainage District should be dissolved . . . he further stated that . . . The City is prepared to assume the full responsibility for maintenance of the canal if the Riverside Drainage District is dissolved.

As pointed out in the Riverside Drainage District Board of Director's letter to the Mayor of the City of Wichita . . . we are aware of several overt attempts towards the dissolution of the Riverside Drainage District . . . ; however it is doubtful that such dissolution will occur in the foreseeable future.

All that would be required for the improvements mentioned by Mr. Graves would be a change of attitude by the City of Wichita from dissolution and the assumption of responsibility to that suggested by the Riverside Drainage Board of Directors of a cooperative effort.

We made numerous efforts to resolve the situation at a local level, since we felt that only local politics were involved. After much frustration, Congressman Dan Glickman provided us with the HUD-538 form which we submitted, suggesting that we submit pertinent data for a proper determination of whether FEMA or the City of Wichita were responsible for the problems which we were encountering.

We feel that any further delay in the installation of public improvements in our Riverside Fourth Addition should be the City of Wichita's responsibility, and that they should discontinue blaming FEMA for their actions. In the event of further delay, we intend to file suit for inverse condemnation damages, in view

ROBBINS
REALTY

Ms. Fay Davis, FEMA
June 13, 1981
Page 3



of the U. S. Supreme Court's March 24, 1981, decision in a similar matter (*San Diego Gas & Electric Co. vs City of San Diego*, 49 U.S.L.W. 4317).

Sincerely,

ROBBINS REALTY

Richard S. Robinson
Managing Partner

cc: Robert G. Chappell, P. E.
Acting Assistant Administrator
Federal Insurance Administration

R. W. Bruggeman
Director of Engineering
City of Wichita

Paul B. Graves
Chief Engineer
City of Wichita

ROBBINS
REALTY

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

Delamater, Freund & Associates
Century Plaza Bldg.
Wichita, Ks. 67202

Re: S/D 80-33 - Preliminary plat of Riverside Fourth Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 12, 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. In order to resolve the confusion that presently exists regarding minimum pad elevations for this plat, the applicant shall set up a meeting with Flood Control, the Riverside Drainage District, City Engineering and Planning Department staff prior to filing a final plat. No final plat shall be submitted until a final drainage plan has been approved.
- B. Approval of this preliminary plat shall be subject to approval of the applicant's associated zone case (Z-2251).
- C. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona.
- E. The applicant shall guarantee all drainage improvements required by the platting of this property.
- F. The final plat shall indicate the intended purposes of Reserves A and B.
- G. A restrictive covenant and/or a Homeowners Association Agreement which provides for the ownership and maintenance of the reserves shall be submitted to the Planning Department for review. Such covenant and/or agreement shall contain a provision which gives the appropriate governing body authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain them.

June 13, 1980

- H. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed, a letter so stating shall be submitted to the Planning Department.
- I. The final plat shall indicate a 25-foot front yard setback from Mead and a 15-foot side yard setback from Mona on Lot 4, Block 6, and Lot 3, Block 7.
- J. The final plat shall indicate the utility easements as requested by K.G. and E.E. Said easements are shown on the enclosed "marked" engineer's copy of the plat.
- K. The applicant shall contact the Kansas Turnpike Authority in order to secure a letter stating that utilities may cross the KTA Drainage Easement. The applicant shall also secure a letter from the Riverside Drainage District stating that this plat may drain into the adjacent channel. Copies of both of these required letters shall be submitted to the Planning Department.
- L. All easements labeled on the preliminary plat for drainage and utilities shall be separated on the final plat.
- M. The final plat shall indicate a 10-foot front lot line sanitary sewer easement in Blocks 4 and 5.
- N. The applicant shall attempt to obtain by separate instrument street right-of-way dedications for Custy Street to the north and west of this plat.
- OO. The south half of street right-of-way for Custy that is being dedicated on this plat shall be increased to 33 feet (collector standard).
- P. The final plat shall indicate the following street name changes:
1. Mosley Court to Mona Circle;
 2. Mona Lane to Mona;
 3. Idlewild to 52nd St. South;
 4. 51st Street South to Idlewild;
 5. Label half street right-of-way as Custy.
- Q. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MARC Subdivision Regulations.
- R. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MARC Subdivision Regulations).

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

Delamater, Freund & Assoc.

Page 2

June 13, 1980

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

Sincerely,

Forrest L. Nagley
Forrest L. Nagley
Junior Planner

FLN:bh

cc: Robbins Realty, 5301 S. Broadway, 67216
Paul Johnston, Flood Control
Dean Sellers, Acting City Engineer

THE CITY OF WICHITA

OFFICE OF Director of Engineering

DATE June 18, 1981

TO Robert G. Finch, Deputy City Manager

FROM R. W. Bruggeman, Director of Engineering

SUBJECT Riverside Drainage District

Mary Ellen Conlee, Legislative Activities Coordinator, advised that a committee of the Legislature will be holding hearings this summer regarding the dissolution of drainage districts.

In a memo dated October 29, 1980 to you regarding the same subject, I advised as follows:

"If the Riverside Drainage District continues to exist, I agree the district should be enlarged to include the total area that drains into the Riverside Drainage Canal. This should be accomplished as a part of the design of the Riverside Drainage Canal."

It is my recommendation that the City continue its efforts to dissolve the district.

It is also my recommendation that Mayor Brown meet with Mr. Roland Saindon, President, Riverside Drainage District, to encourage the enlargement of the district and the design of the Riverside Drainage Canal.

A number of meetings have been held between Department of Engineering staff and members of the Riverside Drainage District but to date, they have not been productive.



R. W. Bruggeman
Director of Engineering

RWB:gr



DELAMATER, FREUND & ASSOCIATES, P.A.

ENGINEERS AND ARCHITECTS

316-263-6121

412 CENTURY PLAZA

WICHITA, KANSAS 67202

EMF

STATEMENT

TO: City of Wichita
455 N. Main
Wichita, Kansas

July 31, 1981

c/o Mr. Mike Lindebak

PROJ. NO. 89-L

FOR PROFESSIONAL SERVICES

Paving and Drainage Plans - Riverside 4th

Professional Services: (per contract)

\$ 5,400.00

Total

\$ 5,400.00

THANK YOU

*(A)
First & Final
Payment*

PAST DUE ACCOUNTS SUBJECT TO 1½% INTEREST PER MONTH

THE CITY OF WICHITA, KANSAS

Requisition to the Purchasing Manager

REQUISITION NO. 1114040 7

* FUND	DPT	DIV	ACCOUNT	GRANT	PROGRAM	AMOUNT	%
472	76	245	81047000	000	001	5,400.00	100
A							
B							
C							
D							
E							
F							
G							
H							
I							
J							

DATE	TYPE OF REQUISITION	INVOICE	AGREEMENT	BUYER
81-6-24	REQUEST <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> CONFIRMING <input type="checkbox"/>		xxx	

VENDOR CODE	VENDOR NAME/ADDRESS	DELIVERY DATE	DEL. CODE	DELIVERY ADDRESS
DERS001	Delamater, Fraund & Associates, P.A. 412 Century Plaza Building 111 West Douglas Wichita, KS 67202		1073	Engineering City Hall - 7th Floor 455 N. Main Wichita, KS 67201

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	AMOUNT	*
1	1	LS	<p>472 76 245 81047000 000 001 Consulting Engineers to assist in the plans, supplemental specifications (if required) and the estimates of cost of the project: Mead from SL Riverside 4th Addn to NL Lot 3, Block 6, Riverside 4th Addn and Mona from WL Mead to WL of Lot 1, Block 6, Riverside 4th Addn.</p> <p><u>ENCUMBRANCE ONLY</u></p> <p>P.O. # 250736</p> <p>First & Final Payment</p> <p>Statement July 31, 1981</p>		5,400.00	
<p>"A"</p>						
<p>CONFIRMING — THE UNDERSIGNED CERTIFIES THAT THE SUPPLIES OR SERVICES DESCRIBED ABOVE WERE RECEIVED AND WERE SATISFACTORY AND PAYMENT IS HEREBY RECOMMENDED.</p>						

DIVISION HEAD

DEPARTMENT HEAD

STATUS OF CONTRACTS WITH CONSULTANTS

Name & Description of the Development Riverside 4th Addition

Name & Description of Separate Projects MEAD from the south line of Riverside 4th Addition to the north line of Lot 3, Block 6, Riverside 4th Addition and MONA from the west line of Mead to the west line of Lot 1 Block 6 Riverside 4th Addition

Project Numbers: 472-76-245-81047-000-000-001

DEF 5001

Consultant Delamater, Freund & Associates

Developer _____

Contract Being Prepared ✓

Date Sent to Consultant 5-11-81

Date Sent to Developer _____

Date Sent to City Attorney 6-9-81

Date Sent to City Manager 6-16-81

Date Sent to City Commission Clerk 6-18

Executed Contract Sent to Parties/Notice to Proceed 6-19-81

Encumbrance of Contract Amounts - Requisition # 1114040-7 Date 6-24-81

P.O. # 250736 Date 6-29-81

Construction Contract Let: Contractor _____

	Project Amount \$	Date
Partial Payments: P. O. # _____	_____	_____
P. O. # _____	_____	_____
P. O. # _____	_____	_____
P. O. # _____	_____	_____
P. O. # _____	_____	_____
P. O. # _____	_____	_____
P. O. # _____	_____	_____

Final Payment Date _____

CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

DELAWATER, FREUND & ASSOCIATES, P.A.
412 Century Plaza Building
111 West Douglas
Wichita, Kansas 67202

THIS CONTRACT, made this 19TH day of JUNE,

1981, by and between THE CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and DELAWATER, FREUND & ASSOCIATES, P.A., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That

WHEREAS the CITY intends to construct:

Mead from the south line of Riverside 4th Addition to the north line of Lot 3, Block 6, Riverside 4th Addition and Nona from the west line of Mead to the west line of Lot 1, Block 6, Riverside 4th Addition.
(City Project Number 472-76-245-81047-000-000-001)

All of the aforesaid being located within the corporate limits of the City of Wichita, Sedgewick County, Kansas, and 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 Engineering, City of Wichita. Engineering Plans shall be prepared in ink on standard 18" x 36" mylar or vellum sheets

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 Planning 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 the drainage plan for the PROJECT and submit one (1) set to the CITY for review and approval prior to proceeding with development of preliminary plans.

4. Preliminary Plans. Prepare preliminary plans for Street Improvements and submit two (2) sets to the CITY for Office 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 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 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 Street Improvements (Phase I) within Sixty 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 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 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 \$1,000,000.00 subject to deductible of \$25,000.00. 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 not be less than:

Workman's Compensation - Statutory Employer's Liability - \$500,000.00 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 \$500,000.00 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 the 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 the project as follows:
Mead from the south line of Riverside 4th Addition to the north line of Lot 3, Block 6, Riverside 4th Addition and Mona from the west line of Mead to the west line of Lot 1, Block 6, Riverside 4th Addition.
(City Project Number 472-76-245-81047-000-001)
Lump Sum Payment of Fifty-Four Hundred Dollars.
- 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

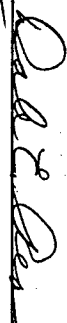
create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damage pursuant to the terms or provisions of this contract.

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

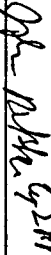
CITY OF WICHITA

By: _____

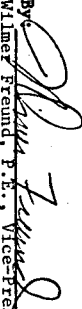
ATTEST:


Donald C. Giesick, City Clerk

Approved as to Form:


John Dekker, Director of Law

DEANATER, FREUND & ASSOCIATES, P.A.
Div. of Booker Associates, Inc.

By: 
Wilmer Freund, P.E., Vice-President

ATTEST:


Secretary



DELAMATER, FREUND & ASSOCIATES, P.A.

ENGINEERS & ARCHITECTS

RECEIVED

JUL 14 1981

Dept. Of Engineering

July 13, 1981

Mr. Steve Lackey, P.E.
City Engineer's Office
7th. Floor - City Hall
455 N. Main
Wichita, KS 67202

In re: Project #472-76-245-81047-000-000-001
Paving - Riverside Fourth Addition

Dear Mr. Lackey;

Enclosed herewith please find original tracings, one set of prints of the plans including cross-sections, earthwork quantities, and check prints for all of the paving in Riverside Fourth Addition. The tracings have been corrected to reflect your comments on the preliminary set.

These are for your final review and/or approval. Thank you for your assistance and cooperation on this project.

Yours very truly,

DELAMATER, FREUND & ASSOCIATES, INC.

Wilmer Freund
Wilmer Freund, P.E.

cc: Mr. Mike Lindebak ✓

Mr. Dale Cooper

89-L-P

WF:ct

MCF



Federal Emergency Management Agency

Washington, D.C. 20472

[Handwritten signature]

IN REPLY REFER TO:
IFE (218)
FLO-1

FILE

SEP 29 1981

Mr. Paul B. Graves
Chief Engineer
The City of Wichita
455 North Main Street
Wichita, KS 67202

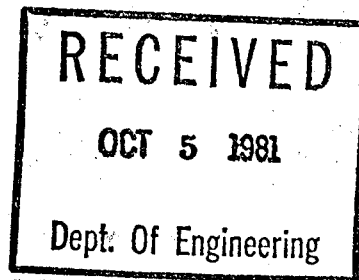
Dear Mr. Graves:

This is in response to your letter dated June 11, 1981, regarding a Conditional Letter of Map Amendment dated May 26, 1981, issued to Mr. Richard S. Robinson, for the Riverside Fourth Addition in Wichita, Kansas.

The conditional determination was based on the effective Flood Hazard Boundary Map (FHBM) which was the best technical flood data available at that time. This FHBM is still effective and is the best technical data available at this time. However, a detailed Flood Insurance Study (FIS) for the City of Wichita is currently being developed and better technical data could be generated which may tend to modify the data used in making the conditional determination.

As stated in our letter of May 26, 1981, the Riverside Fourth Addition would be partially inundated by a flood having a one-percent chance of occurrence in any given year (base flood). A final determination as to whether the proposed structures for the lots would be located in the Special Flood Hazard Area could not be made at that time. However, a final determination will be made upon receiving certified "as-built" information showing the locations of the structures, the elevations of the lowest finished grades adjacent to the structures, and the elevations of the lowest floor, including basement. If it is determined that the structures are not located within the Special Flood Hazard Area, then flood insurance would not be required.

Based on the data supplied by Mr. Richard S. Robinson, Robbins Realty, Wichita, Kansas, the structures would not be located within the Special Flood Hazard Area if construction is completed as proposed on the Drainage Plan, Riverside Fourth Addition, dated May, 1980, and revised August 21, 1980, and certified by Mr. Norman L. Roelfs, P.E. The final determination will be based on this data unless future additional flood data becomes available indicating otherwise.



RWB

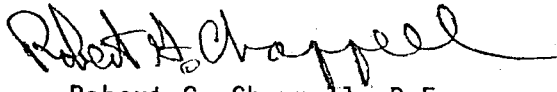
P. B. Graves

-2-

The Federal Emergency Management Agency will closely monitor the progress of the detailed FIS for the City of Wichita which includes the Big Slough South. As soon as the new data is available, we will apply it to the Riverside Fourth Addition and make a new determination, if necessary.

If we can be of further assistance, please let us know.

Sincerely,



Robert G. Chappell, P.E.
Director
Engineering Division
Office of State and
Local Programs and Support

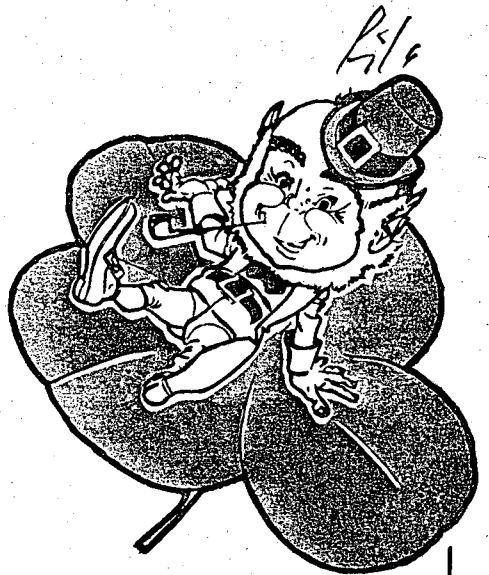
cc: Mr. Paul C. Robinson

RECEIVED

NOV 20 1981

5301 SOUTH BROADWAY (316) 522-1587
WICHITA, KANSAS 67216

ROBBINS
REALTY



November 19, 1981

Mr. R. W. Bruggeman, Director
Department of Engineering
City of Wichita
455 North Main Street
Wichita, Kansas 67202

Re: Riverside 4th Addition
Mobile Home Subdivision Lots

Dear Mr. Bruggeman:

Thank you for the opportunity to meet with you and others of the city staff on Monday, November 16th at 10:00 AM in your offices, relative the referenced subdivision.

This letter is to set out in writing our understanding of the verbal agreements reached at the meeting which was attended by the following:

Ms. Louise Olivarez	Planning Department
Mr. R. W. Bruggeman	Director of Engineering
Mr. Paul Graves	Chief Engineer
Mr. Mike Lindebak	Program Development
Mr. Chris Breitenstein	Flood Control
Mr. W. Dale Cooper	Partner, Robbins Realty
Mr. Richard S. Robinson	Partner, Robbins Realty

not necessarily true

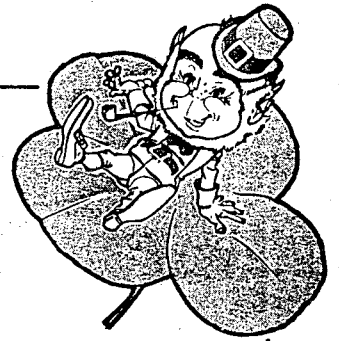
The purpose of the meeting was to review the long delay in the implementation of public improvements in the referenced addition and to review the latest information furnished by FEMA which indicated that the addition was not in a floodway, to review the 100-year flood levels, and to remove the restrictions against implementation of public improvements.

We were furnished with information substantiating our drainage plan, revised August 21, 1980, and a part of the agreement between the City of Wichita and Robbins Realty was read, as follows:

"Owners and City agree that public improvements shall not be installed in Owners Tract or that building

RWB

Mr. R. W. Bruggeman
November 19, 1981
Page 2



permits not be issued in Owners Tract until approved in writing by City Engineer. It is further agreed that such approval be made upon the finding that the above-described land because of public improvements is no longer in a floodway as determined by FEMA."

It was agreed that procedures to install public improvements would be initiated immediately, that the recorded restrictions would be removed from the property, and that prospective lot purchasers could be advised that all public improvements could be completed in the Spring of 1982.

? begun yes paving completed?

It was mentioned at the meeting that we intended sending a news-letter to those people who have signed contracts to purchase lots in Riverside 4th Addition, advising them that they can expect to see the installation of drainage improvements, water mains and sanitary sewers this winter, and that paving will be completed early next year.

winter Dec 21 to March 21 ok
Spring March 21 to June 21 ok

We would appreciate a copy of the letter from you, granting the written approval for the installation of public improvements. We intend to furnish copies to our customers together with the proposed news-letters, and would like to put them in the mail within the next few days. May we look forward to its receipt at your earliest convenience?

Sincerely,

ROBBINS REALTY

Richard S. Robinson
Managing Partner

cc: Ms. Louise Olivarez

ROBBINS
REALTY

RECEIVED
NOV 20 1981
Dept. Of Engineering
5307 SOUTH BROADWAY (316) 522-1587
WICHITA, KANSAS 67216

ROBBINS REALTY



November 19, 1981

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City of Wichita
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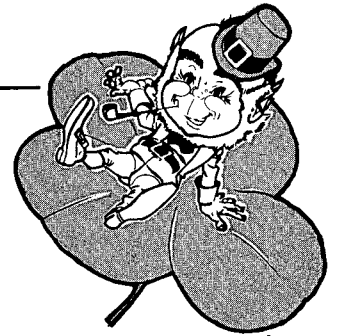
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11-20-81
Copy to Graves & Lindebak

RWB

Mr. R. W. Bruggeman
November 19, 1981
Page 2



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Sincerely,

ROBBINS REALTY

Richard S. Robinson
Managing Partner

cc: Ms. Louise Olivarez

ROBBINS
REALTY

December 1, 1981

Mr. Richard S. Robbins
Managing Partner
Robbins Realty
5301 South Broadway
Wichita, Kansas 67216

Re: Riverside 4th Addition
Mobile Home Subdivision

Dear Mr. Robbins:

Your letter of November 19, 1981 has been reviewed and I wish to advise the status of the improvements of Riverside 4th Addition Mobile Home Subdivision.

The Flood Emergency Management Administration's (F.E.M.A.) engineer, Greenhorn and O'Mara, Inc., submitted revised preliminary water surface profiles for the lower Big Slough. The 100 year flood profile is below the agreed to elevations for the pavement in the Riverside 4th Addition.

Resolutions providing for the construction of sanitary sewer, drainage, and paving were approved by the City Commission April 7, 1981. Development guarantees have also been provided. We will, therefore, proceed immediately with the preparation of plans for the improvements as petitioned. After the improvements have been constructed we will submit plans of the completed improvements to F.E.M.A. with the request that the Riverside 4th Addition Mobile Home Subdivision be excluded from the final F.E.M.A. 100 year flood plain or floodway maps.

Yours truly,

R. W. Bruggeman
Director of Engineering/City Engineer

RWB:ck

cc: Robert Finch, Deputy City Manager
John Dekker, City Attorney
Robert Lakin, Director of Planning
Don Anderson, Director of Economic Development
Paul Graves, Chief Engineer

THE CITY OF WICHITA



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

December 1, 1981

Mr. Richard S. Robbins
Managing Partner
Robbins Realty
5301 South Broadway
Wichita, Kansas 67216

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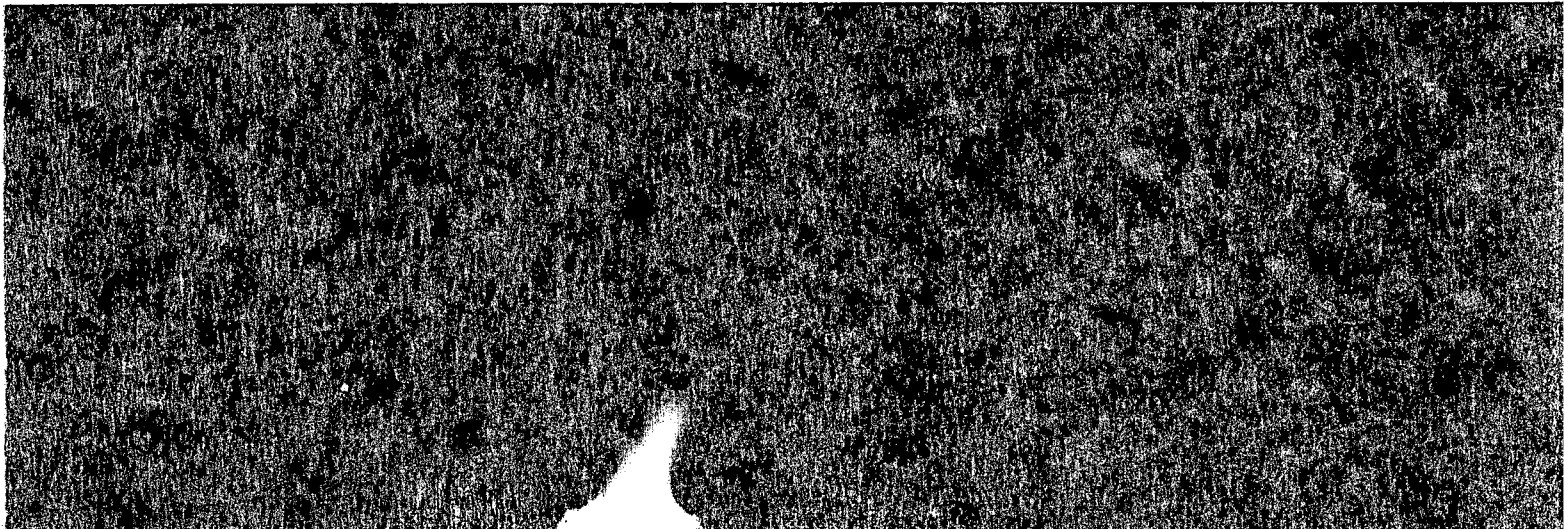
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Director of Engineering/City Engineer

RWB:ck

cc: Robert Finch, Deputy City Manager
John Dekker, City Attorney
Robert Lakin, Director of Planning
Don Anderson, Director of Economic Development
Paul Graves, Chief Engineer



PROJECT MEMO

TO: <u>R.W. BRUGGEMAN</u> _____ _____	FROM: <u>PAUL B. GRAVES</u> _____ _____
---	---

PROJECT TITLE: RIVERSIDE 4TH ADDITION - PLAN PREPARATION FOR PAVING, SANITARY SEWERS AND STORM DRAINAGE

PROJECT NUMBER: N/A	DATE: DECEMBER 2, 1981
-------------------------------	----------------------------------

COMMENTS: According to existing work assignments and priorities, plans for the above are projected as follows:
--

- 1.) Sanitary Sewer - Feb. 15, 1982
- 2.) Storm Sewer & Drainage - March 15, 1982
- 3.) Paving - June 1, 1982

If you wish to adjust this timetable, please advise.

/dla

ADDITIONAL COPIES TO:		
1. <u>Don Schneider</u>	4. <u>Mike Lindebak</u>	7. _____
2. <u>C. Breitenstein</u>	5. <u>John Kraus</u>	8. _____
3. <u>Steve Lackey</u>	6. _____	9. _____