

CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. June 26, 2007

City Council Chambers
455 North Main

ORDER OF BUSINESS

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the June 19, 2007 regular meeting
- District I City Council Member Lavonta Williams-Oath of Office

CONSENT AGENDA

1. Report of the Board of Bids and Contracts Dated June 25, 2007

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal 2007 (Consumption off Premises)

Bidi Jennifer Nguyen Asian Market, Inc. 1818 East Central

Loah H. Le KC Gas & Groceries 1102 West Maple

New Operator 2007 (Consumption off Premises)

Marily Knedgen Crescent Stores Corp. 3810 North Woodlawn

David Haeri 24K, LLC dba Hillside 248 South Hillside

Ashkan Alizadeh Ashkan BP Amoco 5562 South Seneca

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. 2007 Sanitary Sewer Reconstruction Phase 5 - north of Pawnee, east of Seneca. (468-84355/620478/667596) Traffic to be maintained during construction using flagpersons and barricades). (District I,II,VI) - \$363,000.
- b. 2007 Contract Maintenance Ultrathin Asphalt Overlay - west of Woodlawn, south of 21st Street North. (472-84517/132720/620469/) Traffic to be maintained during construction using flagpersons and barricades). (District I,III,VI) - \$328,000.
- c. Grove Street Improvements - Grove Street from 63rd Street South to 1,350 feet south of 63rd Street South. (472-84438/766109/490126) Traffic to be maintained during construction using flagpersons and barricades). (District III) - \$345,000.
- d. 58th Street North from the east line of the plat, west to the west line of Lot 4, Block C; Edwards from the south line of 58th Street North, south to the south line of Lot 18, Block D; 58th Court North (Lots 28 through 40, Block A) from the north line of 58th Street North, north to and including the cul-de-sac; 58th Court North (Lots 1 through 6, Block D) from the south line of 58th Street North, south to and including the cul-de-sac; 58th Court North (Lots 7 through 16, Block D) from the south line of 58th Street North, south to and including the cul-de-sac; 58th Court North (Lots 2 through 14, Block A) from the east line of 58th Court North east and north to and including the cul-de-sac; 58th Street North (Lots 15 through 24, Block A) from the north line of 58th Street North, north to and including the cul-de-sac; Sidewalk on 58th Street North and Edwards to serve Northgate Addition -north of 58th Street North, west of Meridian. (472-84465/766125/490143) Does not affect existing traffic. (District VI) - \$601,000.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Construct a Water Distribution System for Hampton Square Addition, west of Maize, north of 37th Street North. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

RECOMMENDED ACTION: Approve street closure.

6. Agreements/Contracts:

- a. Extension of Contract with Electronic Data System (EDS) for False Alarm billing.
- b. Sim Park Memorial. (District VI)
- c. Waste Disposal Site and Hauling Contract.
- d. Southwestern Bell (AT&T) Franchise Extension

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. Silverton and Cheryl's Hollow Second Additions, north of 13th Street North, west of 135th Street West. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Orders:

- a. Storm Water Drain to serve Clifton Cove Addition, south of 63rd Street South, west of Clifton. (District III)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Deeds for Portions of the Abandoned Union Pacific Rail Corridor for the Midtown Greenway. (District VI)

RECOMMENDED ACTION: Approve the deeds and authorize the necessary signatures.

10. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, IV, and VI)

<u>Property Address</u>	<u>Council District</u>
a. 1726 South Millwood	IV
b. 1054 North Grove	I
c. 1242 North Grove	I
d. 1228 North Poplar	I
e. 1035 North Green	I
f. 1037 North Green	I
g. 1136 North Green	I
h. 1222 North Green	I
i. 1241 North Green	I
j. 1311 North Estelle	I
k. 11551 North Volutsia	I
l. 3101 North Mascot	VI

RECOMMENDED ACTION: Adopt the resolution to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on August 7, 2007 at 9:30 a.m. or as soon thereafter.

11. Property Acquisitions:

- a. Partial Acquisition of 100 Block North West Street for the improvement of West Street from Maple to Central. (Districts IV and VI)
- b. Partial Acquisition of 3929 West Douglas for the improvement of West Street from Maple to Central. (Districts IV and VI)
- c. Acquisition of 632 South Bleckley Court for the Dry Creek Basin Project. (District III)
- d. Partial Acquisition of 703 North West Street for the improvement of West Street from Maple to Central. (Districts IV and VI)
- e. Partial Acquisition of 4000 West Douglas for the improvement of West Street from Maple to Central. (District IV and VI)
- f. Partial Acquisition of 5803 East Skinner for the Gypsum Creek-Pawnee to Woodlawn Flood Control and Stream Restoration Project. (District III)
- g. Partial Acquisition of 5903 East Skinner for the Gypsum Creek-Pawnee to Woodlawn Flood Control and Stream Restoration Project. (District III)
- h. Partial Acquisition of 5821 East Skinner for the Gypsum Creek-Pawnee to Woodlawn Flood Control and Stream Restoration Project. (District III)
- i. Acquisition of Eminent Domain of Tracts required for improvement of West Street from Maple to Central. (Districts IV and VI)
- j. Partial Acquisition of 101 South West Street for the improvement of West Street from Maple to Central. (Districts IV and VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

12. Request for Proposals-Library Automation System.

RECOMMENDED ACTION: Authorize staff to release a request for proposals to gain information about options to replace the Dynix integrated library automation system.

13. Public Exigency-Emergency Sanitary Sewer Repairs. (District III)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

14. Second Reading Ordinances:

(First Read June 12, 2007)

a. Structural inventory and appraisal of 265 bridges

An ordinance of the City of Wichita, Kansas authorizing the issuance of its General Obligation Bonds to pay a portion of the costs of a city-wide structural inventory and appraisal of 265 bridges (472-84564); and authorizing and providing for the issuance of temporary improvement notes of the city from time to time as funds are needed for such purpose.

(First Read June 19, 2007)

b. Repeal of Section 5.88.040 of the Code of the City of Wichita, Kansas, pertaining to the Concealed Carry of Handguns in Prohibited Places.

An Ordinance repealing section 5.88.040 of the code of the city of Wichita, Kansas, pertaining to the concealed carry of handguns as permit holders, in prohibited places.

c. Repeal of Section 5.88.050 of the Code of the City of Wichita, Kansas, pertaining to the Concealed Carry of Handguns in Prohibited Places as Posted.

An Ordinance repealing Section 5.88.050 of the code of the City of Wichita, Kansas, pertaining to the concealed carry of handguns as permit holders in prohibited places as posted.

d. Amendments to Section 5.88.010 of the Code of the City of Wichita, Kansas, pertaining to Criminal Use of Weapons.

An Ordinance amending Section 5.88.010 of the code of the city of Wichita, Kansas, pertaining to the crime of unlawful use of weapons and repeal of the original Section 5.88.010.

e. Amendments to Section 11.42.030 of the Code of the City of Wichita, Kansas, pertaining to Driving While License Suspended, Cancelled or Revoked.

An Ordinance amending Section 11.42.030 of the code of the city of Wichita, Kansas, pertaining to driving while license suspended, canceled or revoked and repealing the original of said section.

f. An Ordinance Amending 11.38.150 of the Code of the City of Wichita, Kansas, pertaining to the Crime of Driving Under the Influence of Alcohol and/or Drugs.

An Ordinance amending Section 11.38.150 of the code of the city of Wichita, Kansas, pertaining to driving under the influence of alcohol and/or drugs and repeal of the original Section 11.38.150.

- g. ZON2007-14-Zone Change request from "GI" Generally Industrial, "SF-5" Single-family Residential, and "LC" Limited Commercial to "LI" Limited Industrial. Generally located north of 13th Street and west of Greenwich Road. (District II)

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended. (ZON2007-14)

- h. ZON2007-15-Zone Change from "LI" Limited Industrial to "SF-5" Single-family Residential. Generally located one-half mile west of Greenwich Road and 1/8 mile north of 13th Street North. (District II)

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended. (ZON2007-15)

- i. A07-16-Generally located northwest of the intersection of 45th Street North and Hoover Road. (District VI)

An Ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas. (A07-16)

RECOMMENDED ACTION: Adopt the Ordinances.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

15. *SUB2006-112-Plat of Earhart Elementary School Addition, located south of 45th Street North and on the west side of Arkansas. (District VI)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures for approval of the plat and for the City's part ownership of the property.

16. *SUB2007-29-Plat of Davis-Moore 14th Addition located on the south side of Kellogg and west of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

17. *SUB2007-30-Plat of Lillie Second Addition, located south of Maple and on the west side of Maize Road. (District V)

RECOMMENDED ACTION: Approve the documents and plat; authorize the necessary signatures; and adopt the resolutions.

18. *VAC2007-00014-Request to vacate a portion of a platted floodway, generally located west of Webb Road and north of 29th Street North. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

*Consent items

19. *Airfield Pavement-Taxiway "N" Construction, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

Adjournment

-- Reception-City Hall, First Floor East Lobby

-- Workshop to follow in the MAPC

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0600

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System for Hampton Square Addition (west of Maize, north of 37th St. North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On June 8, 2004, the City Council approved a Petition to construct a water distribution system for Hampton Square Addition. At that time it was planned that the pipeline would be oversized to serve future development outside the improvement district. It has since been determined that the larger pipe size is not needed. The developer has submitted a new Petition with a revised budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new commercial development located west of Maize, north of 37th St. North.

Financial Considerations: The existing Petition totals \$66,600 with 75% assessed to the improvement district and 25% paid by the Water Utility. The new Petition totals \$71,000 with the total assessed to the improvement district.

Goal Impact: This project will address the Efficient Infrastructure goal by providing water service to a new commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-89964 (WEST OF MAIZE, NORTH OF 37TH STREET NORTH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **WATER DISTRIBUTION SYSTEM NUMBER 448-89964 (WEST OF MAIZE, NORTH OF 37TH STREET NORTH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 04-299** adopted on **June 8, 2004** is hereby rescinded.

SECTION 2 That it is necessary and in the public interest to construct **Water Distribution System Number 448-89964 (west of Maize, north of 37th Street North)** in the City of Wichita, Kansas.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Seventy-One Thousand Dollars (\$71,000)**, exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2007** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

HAMPTON SQUARE ADDITION

Lots 1 through 9, Block 1

SECTION 5 That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis:

That said Lots 2 through 7, Block 1, HAMPTON SQUARE ADDITION shall each pay 1/20 of the total cost; Lots 1 and 8, Block 1, HAMPTON SQUARE ADDITION shall each pay 3/20 of the total cost; and Lot 9, Block 1, HAMPTON SQUARE ADDITION shall pay 8/20 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____
day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0604

TO: Mayor and City Council
SUBJECT: Southwestern Bell (AT&T) Franchise Extension
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Approve the extension agreement.

Background: The City Council approved a telecommunications franchise with Southwestern Bell Telephone L.P. effective March 29, 2003, and amended effective September 21, 2006; this franchise was to expire on March 31, 2007. On April 10, 2007, the City Council approved an extension until June 30, 2007. Because of changes in the law, structure of utilities, and corporate organizations, additional time is needed to conclude negotiations on a new franchise agreement

Analysis: The proposed Extension Agreement with Southwestern Bell Telephone LP maintains the current franchise and all of its provisions until June 30, 2008, or until a new franchise is negotiated and adopted, whichever occurs first.

Financial Considerations: The franchise Extension Agreement maintains the current level of compensation.

Goal Impact: Economic Vitality and Quality of Life. Cooperatively negotiating franchise provisions with utilities is a necessary part of preserving the right of way for use by the public.

Legal Considerations: The Extension Agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: Approve the Extension Agreement and authorize the appropriate signatures.

Attachment: Extension Agreement

**City of Wichita
City Council Meeting
June 26, 2007**

Agenda Report No. 07-0601

TO: Mayor and City Council Members

SUBJECT: Extension of Contract with Electronic Data Systems (EDS) for False Alarm Billing

INITIATED BY: Wichita Police Department

AGENDA: Consent Agenda

Recommendation: Apporve contract extension.

Background: Pursuant to City False Alarm Ordinance 44-2211 that was implemented on March 26, 1999; the City of Wichita entered into a five year agreement with Electronic Data Systems Corportation on July 26, 2001 for False Alarm Billings. The current contract will expire July 26, 2007. Therefore, the City of Wichita is requesting an extension of the current contract for up to but not to exceed one year.

Analysis: The purpose of the extension is to facilitate the spring 2007 opening at the new 911 facility, being built by Sedgwick County's Emergency Communication. The new facility will require a new CAD, Computer Aided Dispatch, system. The most advantageous situation for the Police Department is to stay with our current vendor until the new CAD system is obtained. There has been some delay in the implementation of the new CAD system resulting in a need for an additional contract extension. To not extend the current contract would incur a considerable amount of additional expense. Switching over from the current system to the new CAD system would require four interfaces for a new alarm vendor. Staying with the current vendor will result in a savings in expense and time for the City of Wichita by allowing the current process to continue until the new CAD is on line, the estimated start up date is December 2007. A new vendor will be selected in late 2007.

Financial Consideration: The contract extension is for up to but not to exceed one year at the current contract amount, \$270,000.

Goal Impact: Provide a safe and secure community by tracking the number of False Alarms in the City of Wichita.

Legal Consideration: The Law Department will review and approve the contract as to form.

Recommendation/Actions: It is recommended that City Council approve the contract extension and authorize the appropriate signatures.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0602

TO: Mayor and City Council
SUBJECT: Sim Park Memorial (District VI)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendation: Approve the contract.

Background: On June 13, 2006, City Council adopted a bonding resolution, authorized initiation of the Sim Park Memorial Restoration project, and authorized issuance of an Request for Proposal (RFP). On October 17, 2006, City Council approved the contract for restoration work on the memorial. Restoration of the monument and some of the landscaping is complete. Irrigation installation and completion of the landscape and street right-of-way adjacent to the monument and North along Amidon to 9th street is the next phase of this project.

Analysis: An RFP (FP700024) was issued to secure a qualified contractor for irrigation in areas adjacent to the memorial. Two qualified firms responded to the RFP. Based upon experience, qualifications, design, and cost, Lawn Sprinkler Service, LLC is recommended to complete this project. The total amount of the contract to complete this design/build installation is \$40,962.90.

Financial Considerations: The Park Capital Improvement Plan includes \$100,000 in 2005 for restoration of the Sim Park entry monument. The funding source is general obligation bonds. Funds exist to complete the landscape and irrigation portion of the project.

Goal Impact: Enhance the Quality of Life- Sim Park plays an important role in recreational activities for District VI. The entry feature and the surrounding landscape is a reminder of the City of Wichita's appreciation to the Sim family for their donation and also serves as a tie to the history of this Park and the surrounding neighborhood.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Contract.

CONTRACT

THIS AGREEMENT made and entered into this 26th day of June, 2007, by and between the CITY OF WICHITA, a municipal corporation, hereinafter known as "CITY", and LAWN SPRINKLER SERVICES, L.L.C. (Performance Vendor Code Number – 481244088-001) whose principal office is at 1527 S. Washington, Wichita, Kansas, 67211, telephone number (316) 303-1200, hereinafter known as the "CONTRACTOR".

WITNESSETH, That for and in consideration of covenants hereinafter set out the CONTRACTOR contracts, promises and agrees to and with the CITY that Lawn Sprinkler Services, L.L.C. will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for Design Build Irrigation System Sim Park Memorial and Golf Course, Formal Proposal – FP700024 for the Park & Recreation Department, Golf Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP700024, dated May 3, 2007, and the contractor's bid, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on June 26, 2007, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said CITY, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before September 1, 2007, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement Lawn Sprinkler Services, L.L.C. will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that Lawn Sprinkler Services, L.L.C. will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said CONTRACTOR, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said CONTRACTOR without any expense to the CITY whatsoever. CONTRACTOR to furnish to the CITY any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the CITY a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said CONTRACTOR and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance.

a. CONTRACTOR shall save and hold the 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 CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. CONTRACTOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage,

and Contractual Liability with minimum limits as follows:

Bodily Injury Liability \$500,000 each occurrence
\$500,000 each aggregate

Property Damage Liability \$500,000 each occurrence
\$500,000 each aggregate

Or

Bodily Injury and Property Damage \$500,000 each occurrence
Liability (Combined Single Limit) \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability \$500,000 each accident
Property Damage Liability \$500,000 each accident

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit) \$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability \$100,000 each accident

CITY shall pay CONTRACTOR the following amount for the contract work:

Furnish all labor, material, and equipment for the Design Build Irrigation System Sim Park Memorial and Golf Course as per specifications of Request for Proposal – FP700024.

TOTAL MAXIMUM CONTRACT AMOUNT: \$40,962.90

The CONTRACTOR shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time CONTRACTOR shall be entitled to final payment.

If the CONTRACTOR fails to complete all requirements identified within these specifications by September 1, 2007, it is understood and the CONTRACTOR hereby agrees that the amount of one hundred dollars (\$100.00) per calendar day to a maximum of the contract price may be deducted from the moneys due the CONTRACTOR for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. CONTRACTOR will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the CONTRACTOR (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the CONTRACTOR to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the CONTRACTOR must re-negotiate delivery schedules.

The CONTRACTOR, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For

Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the CONTRACTOR, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the CONTRACTOR to the CITY will be that of an independent contractor. No employee or agent of the CONTRACTOR shall be considered an employee of the CITY.

Compliance with Laws. CONTRACTOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the CONTRACTOR under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the CITY.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in 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 damages pursuant to the terms or provisions of this contract.

No Arbitration. The CONTRACTOR and the CITY shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the CONTRACTOR has caused these presents to be duly executed the day and year first herein written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

LAWN SPRINKLER SERVICES,
L.L.C.

Gary E. Rebenstorf
Director of Law

Signature

Print Signature Name

CITY OF WICHITA,
KANSAS

Title (Managing Member)

Carl G. Brewer, Mayor

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

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, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, 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 Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, 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 Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4

inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements 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 practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. 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.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0603

TO: Mayor and City Council Members
SUBJECT: Waste Disposal Site and Hauling - Contract
INITIATED BY: Water Utilities Department
AGENDA: Consent

Recommendation: Approve the Contract with Waste Connections of Kansas Inc. dba Plumb Thicket Landfill.

Background: The current Contract for the special waste disposal site with Hamm Quarry in Perry, Kansas, expires June 30, 2007. A Request for Proposal was issued for the selection of a special waste disposal site. Proposals were sent to 21 Municipal Solid Waste Sub-D Landfills with three vendors responding.

Analysis: Two types of proposals were received:

- 1) special waste disposal site that includes fees ranging from \$14.50 per ton to \$18.00 per ton; and
- 2) special waste disposal site and hauling that includes fees ranging from \$28.00 per ton to \$122.98 per ton.

The Selection Committee selected the lowest and best responsive vendor, Waste Connections Inc. Plumb Thicket Landfill in Harper, Kansas, at \$28.00 per ton, which is the special waste disposal site and hauling.

Financial Considerations: The estimated annual tonnage is 2,400 tons, based on the previous annual totals. The current annual Contract price is \$30,000 for the special waste disposal site at \$12.50 per ton, and the annual hauling Contract with a different vendor is \$50,712 for a total of \$80,712. By selecting Waste Connections Inc. dba Plumb Thicket Landfill at \$28.00 per ton for special waste disposal site and hauling, the approximate annual cost is \$67,200, for an estimated annual savings of \$13,512. Funding is available in the Water Utilities Sewage Treatment budget.

Goal Impact: This addresses the goal of ensuring efficient infrastructure by providing reliable, compliant and secure utilities.

Legal Considerations: The Law Department will approve the Contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the Contract and authorize the necessary signatures.

Attachments: Contract with Waste Connections of Kansas.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0605

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Silverton & Cheryl's Hollow 2nd Additions (north of 13th Street North, west of 135th Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer and paving improvements in Silverton & Cheryl's Hollow 2nd Additions on October 17, 2006.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Silverton & Cheryl's Hollow 2nd Additions. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$86,900 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SILVERTON & CHERYL’S HOLLOW 2ND ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the “CITY” and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the “ENGINEER”.

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90238 serving Lots 1 through 20, Block A; Lots 1 through 12, Block B; Lots 1 through 28, Block C, Silverton Addition (north of 13th Street North, west of 135th Street West) (Project No. 448 90238).

LATERAL 10, MAIN 4, NORTHWEST INTERCEPTOR SEWER serving Lots 1 through 20, Block A; Lots 1 through 12, Block B; Lots 1 through 28, Block C, Silverton Addition (north of 13th Street North, west of 135th Street West) (Project No. 468 84243).

LATERAL 15, MAIN 4, NORTHWEST INTERCEPTOR SEWER serving Lots 29 through 35, Block C; Lots 1 through 9, Block E; Lots 17 through 23, Block F, Silverton Addition; Lots 26 through 34, Block 2; Lot 1, Block 10, Cheryl’s Hollow 2nd Addition (north of 13th Street North, west of 135th Street West) (Project No. 468 84345).

JAMESBURG from the east line of the plat, west to the east line of Nickelton; **NICKELTON** from the south line of Jamesburg, south to the north line of Ridgpoint; **RIDGEPORT** from the east line of the plat, west to the west line of Nickelton and on **NICKELTON CIRCLE** (Lots 7 through 20, Block C) from the north line of Nickelton, north to and including the cul-de-sac; **NICKELTON COURT** (Lots 1 through 6, Block C) from the east line of Nickelton Circle, east to and including the cul-de-sac; **NICKELTON COURT** (Lots 1 through 6, Block B) from the east line of Nickelton east to and including the cul-de-sac; **NICKELTON COURT** (Lots 7 through 12, Block B) from the east line of Nickelton, east to and including the cul-de-sac; **NICKELTON CIRCLE** (Lots 1 through 20, Block A) from the south line of Ridgpoint, south to and including the cul-de-sac and that sidewalk be constructed on Jamesburg, Nickelton, and Ridgpoint (north of 13th Street North, west of 135th Street West) (Project No. 472 84459).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Silverton and Cheryl's Hollow 2nd Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. 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 ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV 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.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. 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 ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. 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 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 ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional 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 ENGINEER starts any work under this agreement. 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 canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90238	<u>\$11,500.00</u>
Project No. 468 84243	<u>\$23,800.00</u>
Project No. 468 84345	<u>\$13,800.00</u>
Project No. 472 84459	<u>\$37,800.00</u>
TOTAL	<u>\$86,900.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. 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 ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims,

damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER 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 ENGINEER 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 ENGINEER 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 damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. Engineer shall investigate the need for and obtain all necessary permits, as required by the City, Sedgwick County, and all regulatory agencies. This will include the Notice of Intent/SWPPP submittal to the KDHE for all projects disturbing more than one acre. Permit fees will be paid by the City.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor

to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by **July 9, 2007**.
(Project No. 448 90238).
 - b. Plan Development for the sewer improvements by **July 9, 2007**.
(Project No. 468 84243).
 - c. Plan Development for the sewer improvements by **July 9, 2007**.
(Project No. 468 84345).
 - d. Plan Development for the paving improvements by **August 27, 2007**.
(Project No. 472 84459).

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0606

TO: Mayor and City Council Members

SUBJECT: Change Order: Storm Water Drain to serve Clifton Cove Addition (south of 63rd St. South, west of Clifton) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On June 20, 2006, the City Council approved a construction contract with Mies Construction, Inc. to construct a storm water drain in Clifton Cove Addition. The project primarily consists of the construction of a storm water detention pond. After the work began, the developer requested that the pond be expanded and additional lot grading work be completed.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$60,230 with the total paid by Special Assessments. The original contract amount is \$449,899. This Change Order represents 13.39% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing required drainage improvements for new development.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



To: Mies Construction, Inc.

Project: Storm Water Drain #269 to serve Clifton Cove Addition (south of 63rd Street South, west of Clifton)

Change Order No.: 1

Project No.: 468-84024

Purchase Order No.: 600855

OCA No.: 751421

CHARGE TO OCA No.: 751421

PPN: 485312

Please perform the following extra work at a cost not to exceed \$60,230.00

Additional pond excavation, clearing, and site restoration. See attached.

Recommended By:

Approved:

Lawrence Schaller, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No._07-0609

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 100 Block North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition is from a vacant, commercially zoned parcel on the west side of West Street.

Analysis: The proposed 2,400 square foot strip acquisition was appraised at \$14,400, or \$6.00 per square foot. The owner has agreed to accept \$14,400 appraised offer.

Financial Considerations: The funding source for the the project is General Obligation Bonds. A budget of \$16,400 is requested. This includes \$14,400 for the acquisition and \$2,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0610

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 3929 West Douglas for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and disposition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition consists of a 1,000 square foot strip from 3929 West Douglas. 3929 West Douglas is improved with a 5,472 SF retail building on a 11,200 SF lot. The adjacent parcel, 3949 West Douglas, is city owned and without any direct access to Douglas Avenue or West Street. The owner of 3929 West Douglas has agreed to convey that part of his parcel in exchange for the right to purchase 3949 West Douglas.

Analysis: The appraiser attributed \$5,250, or \$5.25 per square foot for the proposed 10-foot strip take along the north side of the parcel. While the take does not physically impact the improvements; it does necessitate the relocation of the retail building's entrance or the granting of a minor street permit to allow the retail store's door to open onto the City property. The landowner declined our offer of \$5,250 and agreed to donate the proposed strip in exchange for the opportunity to acquire the adjacent remnant at \$3.00 per square foot. The City acquired the adjacent tract, 3949 West Douglas and its improvements as part of the proposed West Street improvement project. The remnant of 3949 West Douglas will be 8,513 square feet with no access to Douglas or West Street. The offer of \$3.00 per square foot from the adjacent property owner for a tract without access is reasonable.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$2,500 is requested. This includes \$2,500 for closing costs and title insurance. The City will receive \$24,400 as a cash consideration for the sale of 3949 West Douglas and the property will return to the tax rolls.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve

the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial map and real estate purchase agreement.

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0611

Mayor and City Council Members

SUBJECT: Acquisition of 632 S. Bleckly Court for the Dry Creek Basin Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: On June 13, 2006, City Council approved a creek channel improvement project to improve stormwater channel conveyance intended to reduce flooding. Five properties, all residential, were identified as being at or below a certain elevation and are required for acquisition. Property owners and or occupants will be relocated using project funds for reasonable housing and replacement housing costs. One such property is 632 S. Bleckly. It is a 1952, three-bedroom, single-family ranch style house.

Analysis: The appraised value of \$85,000, or \$70.19 per square foot was offered to the owner. In addition, the owner/occupant is eligible for up to \$10,000 in relocation plus moving costs. The owner has agreed to sell the subject property for \$97,500, which is the full appraised value, plus the \$10,000 relocation supplement he is eligible for and an additional \$2,500. The additional \$2,500 cover's the seller's salesperson's commission fee (six percent of \$85,000) as the home was listed on the open market at the time the City approached the seller. The seller has provided proof of having entered into an agreement to purchase a home that meets or exceeds eligibility requirements of \$10,000. The City will work with the seller regarding moving and other applicable relocation expenses. The improvements will be removed and the site maintained as open space.

Financial Considerations: \$113,500 is requested budget for the acquisition. \$85,000 towards the purchase price, \$10,000 for replacement housing, \$2,500 commission, \$4,000 for actual moving expenses and \$12,000 for closing costs, insurance and demolition. The funding source is the Storm Water Utility.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and flood control in this area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget expenditure and Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Attachments: Real Estate Purchase Agreement and aerial map.

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0612

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 703 North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition is a 10 foot by 35 foot take from the south portion of 703 North West Street. The business located at this address is a auto repair facility.

Analysis: The proposed 350 square foot acquisition was appraised at \$3,500 or \$10.00 per square foot. The improvements consist of a 1955 auto service garage. Access to the site will be altered to accommodate the proposed take so that both driveways can remain open and the overhead doors accessible. The improvements are approximately 25 feet west of the proposed right-of-way line. The store advertising sign will have to be relocated. The owner has agreed to accept \$3,500 appraised offer.

Financial Considerations: The funding source for the the project is General Obligation Bonds. A budget of \$8,000 is requested. This includes \$3,500 for the acquisition, \$3,500 for the advertising sign and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0613

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4000 West Douglas for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition is along both the properties south lot line and east lot line of 4000 West Douglas. The property is commercial and the two buildings are a laundry mat and a barber shop. The total square footage being acquired for road right-of-way consists of 5,151 square feet. As a result of the take, the barber shop will be razed.

Analysis: The proposed 5,151 square foot acquisition was appraised at \$85,671, or \$8.00 per square foot. The improvements consist of two buildings. The first is a 1968, 2,100 SF commercial building used as a laundry mat. It is not impacted by the proposed acquisition. The second building is a 1930, 1,223 square foot brick building used as a barber salon. This building will be razed as it is within the proposed right-of-way. To accommodate this, it is necessary to have a 6,310 square foot temporary easement. Compensation in addition to land value included \$5,000 for the loss of parking in the proposed acquisition area, \$27,463 for the barber shop building itself, and \$12,000 as damages to the remainder. The owner has agreed to accept \$85,671 appraised offer. Relocation benefits eligible to the tenant are separate from the acquisition.

Financial Considerations: The funding source for the the project is General Obligation Bonds. A budget of \$125,000 is requested. This includes \$85,671 for the acquisition, \$3,500 for the advertising sign, \$10,000 for demolition, \$23,329 for relocation benefits and \$2,500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

**City of Wichita
City Council Meeting
June 26, 2007**

Agenda Report No. 07-0614

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5803 East Skinner for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires partial acquisitions of nine, residential parcels along the north side of the creek as well as a portion of the BOE parcel along the south side of the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5803 E. Skinner is one of the ten parcels.

Analysis: The proposed acquisition area is located at the southern portion of the property, behind the residential improvements of 5803 E. Skinner and along Gypsum Creek. The proposed area consists of approximately 3,031 square feet and is made up of wooded land. The subject parcel improvements are not impacted by the project. The landowner rejected the appraised offer of \$3,070, or \$1.25 per square foot and agreed to settle at \$3,696, \$1.25 per square foot. This is deemed reasonable.

Financial Considerations: \$4,950 is the requested budget for the acquisition of this parcel. This amount includes the \$3,696 purchase price and \$1,254 for closing costs and title insurance. The funding source is General Obligation Bonds repaid by StormWater Utility Funds.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement, budget and authorize the necessary signatures.

Attachments: Real Estate purchase agreement and aerial map.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0615

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5903 East Skinner for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires partial acquisitions of ten, residential parcels along the north side of the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5903 E. Skinner is one of the ten parcels.

Analysis: The proposed acquisition area is located at the southern portion of the property, behind the residential improvements of 5903 E. Skinner and along Gypsum Creek. The proposed area consists of approximately 4,566 square feet and is made up of wooded land. The subject parcel improvements are not impacted by the project. The landowner accepted an appraised offer of \$5,705.

Financial Considerations: \$6,955 is the requested budget for the acquisition of this parcel. This amount includes the \$5,705 purchase price and \$1,250 for closing costs and title insurance. The funding source is General Obligation Bonds repaid by StormWater Utility Funds.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement, budget and authorize the necessary signatures.

Attachments: Real Estate purchase agreement and aerial map.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0616

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5821 East Skinner for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires partial acquisitions of nine, residential parcels along the north side of the creek as well as a portion of the BOE parcel along the south side of the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5821 E. Skinner is one of the ten parcels.

Analysis: The proposed acquisition area is located at the southern portion of the property, behind the residential improvements of 5821 E. Skinner and along Gypsum Creek. The proposed area consists of approximately 3,031 square feet and is made up of wooded land. The subject parcel improvements are not impacted by the project. The owner will relocate the chain link fence at the new property line. The landowner rejected the appraised offer of \$3,790 and agreed to settle at \$5,046. The additional compensation is comprised of \$500 for replacement fencing and a land value of \$1.50 per square foot. This is deemed reasonable.

Financial Considerations: \$6,300 is the requested budget for the acquisition of this parcel. This amount includes the \$5,046 purchase price and \$1,254 for closing costs and title insurance. The funding source is General Obligation Bonds repaid by StormWater Utility Funds.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement, budget and authorize the necessary signatures.

Attachments: Real Estate purchase agreement and aerial map.

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0617

TO: Mayor and City Council Members

SUBJECT: Acquisition by Eminent Domain of Tracts Required for Improvement Project of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. City staff has been unable to reach an agreement on 10 parcels identified as 240 South West, 160 South West, 100 North West, 442 North West, 519 North West, 445 North West, 101 South West, 125 South West, 233 South West and 4002 West Central. The parcels are improved with commercial, retail buildings with the exception of 442 North West. 442 North West is a single-family residence.

Analysis: The 240 South West acquisition requires a corner taking and a narrow strip of land along South West Street, consisting of a total of 5,451 square feet. The property is comprised of approximately 1.56 acres and zoned General Commercial. The 18,773 square foot, multi-tenant retail building was built in 1987 and not directly impacted by the project. It will be necessary to reset the property's advertising sign as a result of the take which is handled separate from the acquisition as a moving cost. The landowners declined the offer of \$93,595. The appraised offer was based on the land being valued at \$14.00 per square foot and \$17,281 in damages towards lost parking. The owners rejected the offer and have yet to provide a counter offer. Staff will continue to negotiate with the owner, but due to the lack of a counter offer, it is necessary to initiate eminent domain.

The acquisition at 160 South West requires a ten-foot strip of land along West Street, consisting of a total of 800 square feet. The property is improved with a retail building built in 1997, zoned Limited Commercial and having 2,852 square feet. It will be necessary to reset the property's advertising sign as a result of the take and that is handled separate from the acquisition as a moving cost. The landowners declined the offer of \$10,000. The appraised offer was based on the land being valued at \$11.00 per square foot and \$1,200 in damages towards lost driveway and landscaped area. The owners rejected the offer on the basis that the relocation of their sign will negatively impact the flow of traffic on the owner's site. A counter offer of \$15,000, or \$18.75 per square foot was received. Staff will continue to negotiate with the owner, but due to the difference of opinion regarding market value and the timing of the project, it is necessary to initiate eminent domain.

The acquisition at 100 North West requires a ten-foot strip of land along Douglas Avenue and a triangular corner clip at Douglas and West Street. The take consists of 1,200 square feet from the 32,800 square foot, automobile sales lot. The property is zoned Limited Commercial. It will be necessary to reset the property's advertising sign as a result of the take and the cost to reset is handled as a moving cost, separate from the acquisition. The appraised offer of \$19,595 was based on the land being valued at \$11.00 per square foot and \$6,395 for functional obsolescence, lost driveway and lost landscaped area. A counter offer has never been provided. Staff will negotiate with the owner, but due to the timing of the project, it is necessary to initiate eminent domain.

The 442 North West acquisition requires a twenty-foot strip of land along the west property line of said residential property. The appraised value of \$9,730, or \$5.50 per square foot, was rejected by the owner. Though the site is zoned single-family residential, the \$5.50 psf land value is based on the property having a highest and best use as if it were vacant commercial land. The owners are seeking an unspecified dollar amount as proximity damages to the personal residence in addition to the \$5.50 psf commercial value, compensation to remove and abandon the septic tank system, and install the house onto the City's sanitary sewer system. While the City has corresponded with the owner's needs in regards to the sanitary sewer system, we have been unsuccessful in reaching amicable terms regarding land value and proximity damages. Staff will continue to negotiate with the owner, but due to the lack of a counter offer and the timing needs of the project, it is necessary to initiate eminent domain.

The east seventeen-feet of land is deemed necessary from the Limited Commercial zoned parcel located at 519 North West Street. The total take size is 2,040 square feet. The property is improved with two free-standing buildings; the first is not impacted by the road project and proposed right-of-way. Said building is a 1962, 2,556 square foot bar/restaurant. The second building is a 450 square foot hair salon also built in 1962. The second building is within the proposed right-of-way and therefore it is necessary to remove the second building. To accommodate this, it is necessary to have a 6,030 square foot temporary construction easement. It will be necessary to reset the property's advertising sign as a result of the take which is handled separate from the acquisition as a moving cost. The landowners declined the offer of \$46,211. The appraised offer was based on the land being valued at \$8.00 per square foot and \$29,981 in damages including the temporary easement and the masonry building with parking. The owners rejected the offer and provided a counter offer in the amount of \$142,855, or 215% over market value. Staff will continue to negotiate with the owner, but due to the difference in opinion of market value and timing needs of the project, it is necessary to initiate eminent domain.

The acquisition at 445 North West requires a 3,200 square foot strip take, twenty feet wide along west side of West Street. The subject property is an 18,000 square foot site zoned Multi-Family. It is improved with a 1949, 3,536 square foot, strip-center building. All twelve of the parking spaces for this site are impacted however, seven of the twelve can be replaced as a cost-to-cure item. The remaining five will be permanently lost. It will be necessary to reset the property's advertising sign as a result of the take. That is handled separate from the acquisition as a moving cost. The landowners declined the offer of \$35,100. The appraised offer was based on the land being valued at \$8.00 per square foot and \$9,500 in damages towards lost parking and replacement parking. The owners rejected the offer and have yet to provide a counter offer. Staff will continue to negotiate with the owner, but due to the lack of a counter offer and timing needs of the project, it is necessary to initiate eminent domain.

The 101 South West acquisition requires a ten-foot strip take consisting of 1,200 square feet. This is a site made up of about 26,992 square feet and is improved with a 5,900 square foot retail building used as pawn shop. Said building was constructed in 1950. Parking will not be impacted however, some driveway area will be lost. It will be necessary to reset the property's advertising sign as a result of the take. The cost to reset the sign is a moving cost and is handled separate from the acquisition. The owners

rejected the \$10,809 appraised offer, based on \$8.00 per square foot for the land, and provided a counter offer in the amount of \$58,560. The owner concurred with the \$8.00 per square foot valuation for the land but requested an additional \$6,000 to construct a new entrance off of Douglas Avenue and an additional \$41,751 in damages claiming a negative impact to the property as a result of a new traffic median. Staff will continue to negotiate with the owner, but due to the difference in opinion of market value and timing needs of the project, it is necessary to initiate eminent domain.

The acquisition at 125 South West requires a 2,150 square foot strip take along the east portion of the site. The property is zoned Limited Commercial and improved with a 1953, 9,800 square foot, multi-tenant office building. Parking and landscaping will be impacted. It will be necessary to reset the property's advertising sign as a result of the take and that is handled separate from the acquisition as a moving cost. The owners rejected the appraised offer of \$24,350, or \$9.00 per square foot and presented a counter offer of \$452,000. The landowner documented the cost to reduce the size of the building and reconstruct it for \$430,290. The counter was \$430,290 and our appraised offer. Staff will continue to negotiate with the owner, but due to the difference in opinion of market value and the project timing needs, it is necessary to initiate eminent domain.

The acquisition at 233 South West requires a 600 square foot, partial acquisition from the northeast corner of the site. The subject site is 34,788 square feet, zoned General Commercial, built in 1979 and occupied by a fast-food restaurant. Only a portion of the parking lot is within the proposed area and no other improvements are impacted by the proposed take. The landowners declined the offer of \$12,012. The appraised offer was based on the land being valued at \$11.00 per square foot and \$5,412 in damages towards lost parking. The owners have yet to provide a counter offer. Staff will continue to negotiate with the owner, but due to the lack of a counter offer and timing needs of the project, it is necessary to initiate eminent domain.

The 4002 West Central site is improved with 2,107 square foot retail building built in 1960 and is situated on 6,000 square foot site. The property is zoned Limited Commercial. The proposed acquisition consists of 600 square feet and is a ten-foot strip of land along the south property line/north Central right-of-way line. The building is not directly impacted as a result of the project. The appraised offer of \$8,100, or \$11.00 per square foot and \$1,500 for lost parking/drive area improvements were rejected by the owner. The owner has yet to provide a counter offer. Staff will continue to negotiate with the owner, but due to the lack of a counter offer and timing needs of the project, it is necessary to initiate eminent domain.

Financial Considerations: The cost of this acquisition will be paid for by the City at large.

Goal Impact: The acquisition of these parcels is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the resolution and ordinance as to form.

Recommendation/Action: Adopt the resolution and approve and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition.

Attachments: Aerial maps, tract maps, resolution and ordinance.

PUBLISHED IN THE WICHITA EAGLE ON

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION AND IMPROVEMENT OF THE PLANNED WEST STREET ROAD AND STORM WATER PROJECT BETWEEN MAPLE AVENUE AND CENTRAL AVENUE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for improvement of West Street from Maple Avenue to Central Avenue in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

The West 10' of the North 160' and The West 20' of the South 152' Together with the Southwesterly diagonal one half of the East 40' of the West 60' of the South 40' of the following described tract of land: Lot 26 Except the North 20' and Lots 27, 28 & 29 Block 2, Westborough Addition to Wichita, KS.

The West 10' of Lot 20, Block 2, Westborough Addition to Wichita, Kansas; and the West 10' of the following described tract of land: The South 20' of Lot 19, Block 2, Westborough Addition to Wichita, KS.

The South 10' together with The Southwesterly diagonal one half of the North 20' of the South 30' of the West 20' of the following described tract of land: The South 100' of the West 100' of Lot 5, Black and Towns Addition to Wichita, KS.

The West 20' of the following described tract of land: The North 1/3 of Lot 37, Knight Acres Addition to Wichita, KS.

Parcel 15

The East 17' of Lot 5, Block 8, Parkwilde Addition to Wichita, KS.

The East 20' of the following described tract of land: The North 40' of the East 150' of Lot 3, Block 9, Parkwilde Addition to Wichita, KS; and the East 20' of the following described tract of land: The East 100' of Lot 1, Block 9, Parkwilde Addition to Wichita, KS.

The East 10' of Lot 18, Block 1, Westborough 2nd Addition to Wichita, KS; and the East 10' of Lot 19, Block 1, Westborough 2nd Addition to Wichita, KS.

The East 10' of the following described tract of land: The North 35' of Lot 11, Together with Lot 12, Block 1, Westborough 2nd Addition to Wichita, KS; and the East 10' of Lot 13, Block 1, Westborough 2nd Addition to Wichita, KS; and the East 10' of Lot 14, Block 1, Westborough 2nd Addition to Wichita, KS.

The East 10' of Lot 5, Block 1, Westborough 2nd Addition to Wichita, KS.

The South 10' of the following described tract of land: Lot 1, L. R Jones Addition, Wichita, Sedgwick County, KS, except the North 22' thereof.

And temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

The North 72' of the West 83' of the East 100' of Lot 5, Block 8, Parkwilde Addition to the City of Wichita, Sedgwick County, KS, together with the South 50' of the West 70' of the East 100' of Lot 3 in said Block 8.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of, _____ 2007.

CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PUBLISHED IN THE WICHITA EAGLE ON

RESOLUTION NO.

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED WEST STREET ROAD AND STORM WATER PROJECT BETWEEN MAPLE AVENUE AND CENTRAL AVENUE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way of West Street from Maple Avenue to Central Avenue in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with improvement of West Street from Maple Avenue to Central Avenue.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this day of, _
__ 2007.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

OCA 706890-

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0618

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 101 South West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and disposition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition is consists of 1,200 square foot of parking and landscaping from the retail property at 101 South West Street. The property is improved with a 5,900 square foot masonry retail building on a 26,992 square foot lot.

Analysis: The appraiser valued the land at \$10,800 (\$9.00per square foot) with an additional \$1,200 for paving and landscaping making the total offer \$12,000. The take does not directly impact the building however the project will necessitate changing the parking for the site. Currently all customers access the site from West Street into a parking lot immediately south of the building. This lot has angled parking towards the west and exiting the property onto Douglas. After the road is improved, customers northbound on West Street will no longer be able to enter the facility from West Street due to a median. Their access will be from Douglas. The existing parking is configured for access from West Street only and the lot is too narrow to allow access from both the east and the west. To provide parking for these customer will require improving a lot to the west of the store. The cost to pave and improve this lot is estimated at \$26,000. The owner has agreed to accept the offer plus the additional cost to improve the parking for a total settlement of \$38,000.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$40,000 is requested. This includes \$38,000 for acquisition and \$2,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial map and real estate purchase agreement.

CITY OF WICHITA
City Council Meeting
June 26, 2007

Agenda Report No. 07-0607

TO: Mayor and City Council Members

SUBJECT: Deeds for Portions of the Abandoned Union Pacific Rail Corridor for the Midtown Greenway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the deeds.

Background: In 1999, the Union Pacific Railroad abandoned the rail corridor that runs from Central Avenue and Wichita Street to 15th Street and Broadway. With this abandonment, rights to the corridor reverted to the adjacent property owners. The City has reviewed the former corridor and decided that it could be developed as a greenway/lineal park connecting Horace Mann, Irving and Park Schools and the bicycle path on Central. This requires getting title to portions of the abandoned Union Pacific corridor from Central to 15th Street. .

Analysis: When abandoned, ownership of rail corridors normally revert to the adjacent property from which it was originally acquired. The City has acquired any reversionary rights to the corridor from the owners on the east side from 9th Street to 11th Street. Central Steel owns the land on the west side of the corridor. In order to eliminate any question as to ownership, Central Steel has agreed to deed any rights they might have to the east side of the corridor to the City. In exchange, the City will deed any rights they might have to the west side of the corridor. This will allow ownership to be clearly delineated and give the City clear title to the east half of the corridor.

Financial Considerations: There is no cost associated with this transaction.

Goal Impact: The Midtown Rail Corridor Bike Path will contribute to the enhancement of quality of life.

Legal Considerations: The Law Department has approved the deeds as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the deeds, and

2) Authorize necessary the signatures.

Attachments: Copy of deeds.

City of Wichita
City Council Meeting

June 26, 2007

Agenda Report No. 07-0608

TO: Mayor and City Council Members
SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Council Districts I, IV, and VI
INITIATED BY: Office of Central Inspection
AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On June 4, 2007, the Board of Code Standards and Appeals (BCSA) held a hearing on the following twelve (12) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Violation notices have been issued on these structures, however, compliance has not been achieved. Pre-condemnation and formal condemnation letters were issued and the time granted has expired. No action has been taken to repair or remove these properties.

<u>Property Address</u>	<u>Council District</u>
a. 1726 South Millwood	IV
b. 1054 North Grove	I
c. 1242 North Grove	I
d. 1228 North Poplar	I
e. 1035 North Green	I
f. 1037 North Green	I
g. 1136 North Green	I
h. 1222 North Green	I
i. 1241 North Green	I
j. 1311 North Estelle	I
k. 1151 North Volutsia	I
l. 3101 North Mascot	VI

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on August 7, 2007 at 9:30 a.m. or as soon thereafter.

Attachments: Letters to Council, Summaries, and Resolutions.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0619

TO: Mayor and Members of the City Council
SUBJECT: Request for Proposals – Library Automation System
INITIATED BY: Library/ IT Departments
AGENDA: Consent

Recommendation: Authorize staff to initiate a request for proposals

Background: Since 1992, the Library has used the Dynix integrated library automation system to manage materials inventory, customer accounts, library catalog and several corresponding technology features such as the TeleCirc automated calling and renewal system. The system ceased ongoing development in 1999. On November 1, 2005, the Council authorized the Library to proceed with a migration from the Dynix system to the company’s next generation product, known as Horizon.

Analysis: The original project timeline called for migration from Dynix to Horizon by the spring of 2006. The schedule was delayed by the Dynix Company’s decision to completely rewrite the underlying architecture of Horizon and again when the company consolidated operation with the Sirsi Company, another provider of library automation systems. During the delays, the Library proceeded with other parts of the project, including replacement of all dumb terminals with PCs and thin clients, implementation of a self-checkout system at the Alford regional library, and implementation of workstation timing and print management. The Library was on schedule for migration to Horizon by October 2007 when SirsiDynix announced it would suspend development and sales of the Horizon system, consolidating it with another of the company’s offerings known as Unicorn. Library staff received a demonstration of this replacement product and cannot confirm that it affords the functionality that was to be delivered by the Horizon system. A similar demonstration of another system has caused staff to suspect that other library automation vendors may have offerings that are better fits for the Library’s needs and budget.

Financial Considerations: The original project budget was \$209,420 with sixty percent to be provided by Library grant sources. Remaining costs were to be funded from the IT/IS replacement fund, with repayment by the Library over a three to five year period. Operational funding is already in place within the department budget. Migration to another product should occur within this same general price range.

Goal Impact: Simple library resources impacts the Quality of Life goal by ensuring that citizens receive a positive return on their investment in library services. Use of an appropriate integrated library system impacts the Internal Perspective goal by improving technology efficiencies and increasing productivity.

Legal Considerations: The Law Department has been consulted and has affirmed that a request for proposals would be an appropriate since the vendor obligations of the original contract cannot be fulfilled.

Recommendation/Action: It is recommended that the City Council authorize staff to release a request for proposals to gain information about options to replace the Dynix integrated library automation system.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0620

TO: Mayor and City Council

SUBJECT: Public Exigency - Emergency Sanitary Sewer Repairs (District III)

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the emergency sewer line repairs at 3217 South Everett.

Background: Staff responded to a complaint that a sinkhole was rapidly forming in the back yard easement at 3217 South Everett, located south of 31st Street South, between Everett and St. Clair. Crews found that groundwater pressure had apparently burst the pipe and groundwater was entering the sewer main where the sinkhole was forming. Due to the pipe depth of 14 feet, groundwater in the area and the sandy soil conditions, excavation would require specialized equipment beyond the department's capabilities. Crews set up a sewage bypass system to prevent sewer backups in the neighborhood until a repair could be made by an outside contractor. The City Manager approved proceeding with informal bids on an emergency basis.

Analysis: Staff contacted eight (8) sewer main contractors for informal bids and Nowak Construction was the only firm to submit a bid.

Financial Considerations: Nowak submitted a bid of \$114,300. Funds are available in CIP S-4, Reconstruction of Old Sanitary Sewers. The project will be funded from future sewer revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses the goal of ensuring efficient infrastructure by providing reliable sewer service to the Water Utilities sewer customers.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency," authorizes the City Manager to approve work to be performed by a contractor without formal bidding. The City Manager authorized Staff to proceed hiring Nowak Construction on June 5, 2007.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: There are no attachments.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0621

TO: Mayor and City Council Members

SUBJECT: SUB 2006-112 -- Plat of Earhart Elementary School Addition located south of 45th Street North and on the west side of Arkansas. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 15.83 acres, is a replat of a portion of the Edwards Gardens Addition. This site is located within Wichita’s city limits and is zoned “SF-5” Single-family Residential District.

Analysis: Municipal services are available to serve the site. Restrictive Covenants were submitted providing for the ownership and maintenance responsibilities of the reserves being platted for drainage purposes. Due to the vacation of 43rd Street North and Mascot Avenue, the remaining lots in Edwards Garden Addition will have no access to a public street. A Restrictive Covenant was submitted tying the lots together. A Cross-lot Drainage Agreement has been submitted. The City of Wichita is shown as part owner of this property.

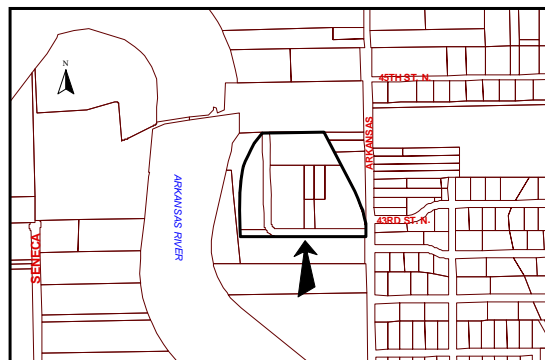
This plat has been reviewed and approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenants and Cross-lot Drainage Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat and authorize the necessary signatures for approval of the plat and for the City’s part ownership of the property.



City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0622

TO: Mayor and City Council Members

SUBJECT: SUB 2007-29 -- Plat of Davis-Moore 14th Addition located on the south side of Kellogg and west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 28.1 acres, is a replat of portions of the K.T. Wiedemann Business Park Addition and the Replat of the K.T. Wiedemann Business Park Addition. The Wiedemann Business Park Community Unit Plan (CUP 2007-14/DP-88) was approved for this site. A Notice of Community Unit Plan has been submitted identifying the approved CUP and its special conditions for development on this property. This site is located within Wichita's city limits.

Analysis: Water service is available to serve this site. A financial guarantee has been submitted for sewer improvements. A Restrictive Covenant has been submitted that provides for the ownership and maintenance responsibilities of the reserves being platted.

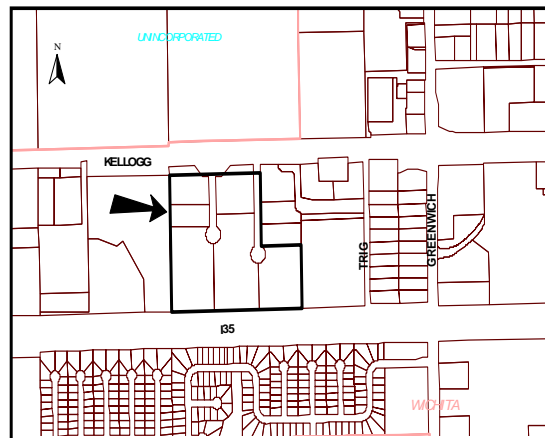
This plat has been reviewed and approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat and authorize the necessary signatures.



City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0623

TO: Mayor and City Council Members

SUBJECT: SUB 2007-30 -- Plat of Lillie 2nd Addition located south of Maple and on the west side of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of 3 lots on 17.26 acres, is a replat of Lillie Addition. The site is subject to the Lillie Office Park Community Unit Plan (CUP 2005-28/DP-286). A Notice of Community Unit Plan has been submitted. The site is zoned "GO" General Office District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving and drainage improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the reserves being platted for drainage purposes. In accordance with the CUP, a Cross-lot Circulation Agreement has been submitted to assure internal vehicular movement between the lots. In order to guarantee the closure of excess drive approaches on Maize Road, a Drive Approach Closure Certificate has been submitted.

The plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Restrictive Covenant, Cross-lot Circulation Agreement and Drive Approach Closure Certificate will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



**City of Wichita
City Council Meeting
June 26, 2007**

Agenda Report No. 07-0624

TO: Mayor and City Council

SUBJECT: VAC2007-00014 Request to vacate a portion of a platted floodway, generally located west of Webb Road and north of 29th Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (8-1).

Background: The applicant is requesting consideration to vacate a portion of a platted floodway. A 50-foot wide portion of the platted floodway that was located on the abutting Lot 9, Block 2, Mediterranean Plaza Addition was vacated in 2003, VAC2003-35 and SUB2003-38. A 30-foot sanitary sewer easement abuts the east portion of the platted floodway. The applicant has provided e-mails from Kansas Gas Service, Westar, Cox and AT&T, which state that they have no utilities in the platted floodway. The site is in neither a FEMA Floodway nor FEMA Flood zone. The Mediterranean Plaza Addition was recorded with the Register of Deeds on March 16, 1988.

Analysis: The MAPC voted (8-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Staff has reviewed the drainage of the floodway and approved the proposed drainage as the result of the vacation as requested by the MAPC, prior to the request going to Council for final action.

Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



CHANGE ORDER # 5

FAA PROJECT # 3-20-0088-44

CHANGE ORDER

No. 5

Dated 01 June 2007

Owner's Project No. 3-20-0088-44

Engineer's Project No. 70-02058-003

Project: Construction of Taxiway N

Owner: The Wichita Airport Authority

Contractor Ritchie Paving, Inc.

Contract Date 03 June 2003

Contract For Construction of grading, drainage, paving, lighting, and signing improvements for the construction of Taxiway N at Wichita Mid-Continent Airport

To: Ritchie Paving, Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

_____ Date: _____

Carl Brewer, President

*Approved as to form:
Mary E. Reberley JWH*

Nature of Change:

Phase II Contract Time Extension

RECEIVED

JUN 01 2007

Airport
Engr.

CHANGE ORDER # 5

FAA PROJECT # 3-20-0088-44

The changes result in the following adjustment of Contract Price and Contract Time:

3-20-0088-37 Contract Price Prior to This Change Order	\$	<u>94,588.00</u>
3-20-0088-44 Contract Price Prior to This Change Order	\$	<u>6,904,630.36</u>
Non-FAA Participating Contract Price Prior to This Change Order	\$	<u>83,154.23</u>
Total Contract Price Prior to This Change Order	\$	<u>7,082,372.59</u>

3-20-0088-37 Net Decrease Resulting from This Change Order	\$	<u>0.00</u>
3-20-0088-44 Net Decrease Resulting from This Change Order	\$	<u>0.00</u>
Non-FAA Participating Net Increase Resulting from This Change Order	\$	<u>0.00</u>
Total Net Increase Resulting from This Change Order	\$	<u>0.00</u>

Current 3-20-0088-37 Contract Price Including This Change Order	\$	<u>94,588.00</u>
Current 3-20-0088-44 Contract Price Including This Change Order	\$	<u>6,904,630.36</u>
Current Non-FAA Participating Contract Price Including This Change Order	\$	<u>83,154.23</u>
Current Total Contract Price Including This Change Order	\$	<u>7,082,372.59</u>

Phase I Contract Time Prior to This Change Order	<u>66</u>	Calendar Days
Phase I Net Increase Resulting From This Change Order	<u>00</u>	Calendar Days
Phase I Current Contract Time Including This Change Order	<u>66</u>	Calendar Days

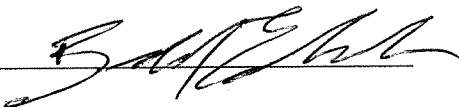
Phase II Contract Time Prior to This Change Order	<u>211</u>	Calendar Days
Phase II Net Increase Resulting From This Change Order	<u>12</u>	Calendar Days
Phase II Current Contract Time Including This Change Order	<u>223</u>	Calendar Days

Runway Closure Contract Time Prior to This Change Order	<u>60</u>	Calendar Days
Runway Closure Net Increase Resulting From This Change Order	<u>00</u>	Calendar Days
Runway Closure Current Contract Time Including This Change Order	<u>60</u>	Calendar Days

Permanent Seeding Contract Time Prior to This Change Order	<u>21</u>	Calendar Days
Permanent Seeding Net Increase Resulting From This Change Order	<u>00</u>	Calendar Days
Permanent Seeding Current Contract Time Including This Change Order	<u>21</u>	Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

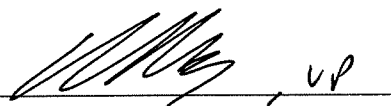
By: 

Date: 31 MAY 2007

The Above Changes Are Accepted:

Ritchie Paving, Inc.

Contractor

By:  , VP

Date: 5/31/07

CHANGE ORDER # 5

FAA PROJECT # 3-20-0088-44

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for a contract time extension due to excessive precipitation on the project. There were no changes on contract quantities or contract cost.

Twelve (12) calendar days shall be added to Phase II of the contract. Phase II contract completion date shall be changed from October 11, 2004 to October 23, 2004.

In accordance with Section 80-07, the contractor identified the period to be evaluated as the second quarter (April, May, June) and the month of July 2004 for the time extension consideration. The contractor provided the Preliminary Local Climatological Data (WS Form: F-6) for these same months from 1999 to 2004 available on-line from the National Weather Service Forecast Office at Wichita Kansas Mid-Continent Airport.

The Engineer's assessment of the information for this period computed a five year average (1999-2003) of 46.6 days of some sort of precipitation, 34.6 days of measurable precipitation, and 5.0 days where precipitation met or exceeded 1". According to the 2004 National Weather Service Forecast Office information, the project received some sort of precipitation on 52 days, received measurable precipitation on 42 days, and received precipitation that met or exceeded 1" on 7 days. The five year average (1999-2003) precipitation for these months is 15.32" while the precipitation totals for 2004 was 22.10" or 6.79" in excess of the 5-year average. The historical normal precipitation for these months is reported to be 14.29".

A review of the project documentation indicates there have been twenty-seven (27) working days of lost time to scheduled critical path activities due to weather during the same period on the project. The Engineer concluded the contractor lost an additional six to seven (6-7) working days during the period which would equate to approximately ten to twelve (10-12) calendar days of lost time in excess of the five year average. In view of this, the Engineer would support the contractor's claim for an additional twelve (12) calendar day time extension for Phase II of the project.

City of Wichita
City Council Meeting
June 26, 2007

Agenda Report No. 07-0625

TO: Wichita Airport Authority

SUBJECT: Airfield Pavement – Taxiway “N” Construction
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On June 3, 2003, Ritchie Paving, Inc. was awarded the contract for the Taxiway “N” project in the amount of \$7,016,064.70. This project is now complete, except for closure of the grant.

Analysis: A change order has been prepared to adjust contract time. There were no changes on contract quantities or contract cost.

Financial Considerations: None.

Legal Considerations: The change order has been approved by the Law Department and approval by the FAA is pending.

Goal Impact: The Airport’s contribution to the economic vitality of Wichita is promoted through maintaining airfield pavements to serve the aviation community.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Five signature copies and 12 distribution copies.