

JUNE 28, 2005 AGENDA REPORTS

Agenda Item No. 3

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-619

TO: Mayor and City Council

SUBJECT: Special Events

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Special Events Procedure, event sponsors are to notify adjacent property owners and coordinate arrangements with Staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted (maps attached):

Automobilia Car Show – Saturday, July 9

1:00 p.m. to Midnight

- § First Street from Broadway to Mosley Street
- § Topeka from Second to Douglas
- § Emporia from Second to Douglas
- § St. Francis from Second to Douglas
- § Mead from Second to First Street

Ride for the Red – Sunday, July 17

6:00 a.m. to 7:00 p.m.

- § Douglas from Seneca to McLean Blvd

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Event sponsors notifying every property and/or business adjoining any portion of the closed street; (2) Coordination of event arrangements with City Staff; (3) Hiring off-duty public safety officers as required by the Police Department; (4) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (5) Submitting a

Certificate of Insurance evidencing general liability insurance which covers the event and its related activities, including the naming of the City as an additional insured with respect to the event's use of the closed City streets.

Agenda Item No. 4a

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0620

TO: Mayor and City Council
SUBJECT: Easement Encroachment Agreement (District V)
INITIATED BY: Water & Sewer Department
AGENDA: Consent

Recommendation: Approve the Easement Encroachment Agreement.

Analysis: The Agreement allows Marc R. & Monica K. Kretchmar to occupy and construct, improvements on, over, and across a platted 10-foot utility easement described as the north 10 feet of Lot 27, Block 1, Bristol Park, hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement. The improvement is a swimming pool with a portion of the pool in above said easement. The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

Financial Considerations: There are no financial considerations.

Legal Considerations: The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

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

Agenda Item No. 4b

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0621

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for 17th Street North, between Broadway and I-35 Freeway (Districts I & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2004 Capital Improvement Program includes funding for improving 17th Street North from Broadway to I-135. The Staff Screening & Selection Committee selected MKEC Engineering Consultants, Inc. (MKEC) for the design on April 1 & 2, 2004. On May 4, 2004, the City entered into an Agreement with MKEC for designing 17th Street North from Broadway to I-135 for a fee of \$198,000.

Analysis: The Water Department has asked MKEC to include water line improvements to their existing 17th Street North project. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$7,200, and will be paid by Revenue Bonds.

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

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

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the 17TH STREET NORTH FROM BROADWAY TO I-135 (Project No. 472 84014, OCA No. 706903).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Water line improvements to the 17th Street project, including all connections to lines on side streets and all casing pipe at railroad crossings.
(Project No. 448 90078)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$7,200.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

Agenda Item No. 4c

City of Wichita
City Council Meeting
June 28, 2005
Agenda Report No. 05-0622

TO: Mayor and City Council

SUBJECT: Bridgestone Tire Lease Contract

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve and execute the contract with Bridgestone.

Background: Wichita Transit has operated with leased tires since it began public operations in 1966. Leasing transit tires is the traditionally preferred method over purchase for several reasons. Tire lease costs are spread evenly throughout the life of the tire, eliminating the need to build up large amounts of cash reserves. Buying tires also requires considerable more staff time committed to frequent bid solicitations and purchase awards. Leasing ensures that we operate with the same brand tires and that tires are always in stock. Finally, and most importantly, leasing tires is less expensive than purchasing.

Analysis: In April, 2005, an RFP was issued soliciting bids for Wichita Transit's tire lease program. Two bids were received (Goodyear and Bridgestone). The selection committee has chosen Bridgestone on the basis of cost and past performance.

The tire lease contract will provide for the following:

- Three-year contract with two option years
- Provision of same model tires for the fixed-route fleet
- Removal of all old tires
- Mileage tracking (life expectancy of tires)
- Lifetime warrantee on all manufacturer defects

Financial Considerations: First year costs will be approximately \$50,000, depending on miles operated. Subsequent yearly costs will escalate by 4 percent per year. The contract costs will be covered 80 percent by federal funds (FTA) and 20 percent local (City). Local match funds are already included in annual transit budget.

Legal Consideration: The City Law Department will review the contract prior to execution as to form.

Recommendations/Actions: It is recommended that the City Council approve the Mayor to execute the contract with Bridgestone.

Agenda Item No. 5a

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0623

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Copper Gate North Addition (north of 13th, 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 distribution system, drainage and paving improvements in Copper Gate North Addition on October 12, 2004.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, drainage and paving in Copper Gate North Addition. Per Administrative Regulation 7a, 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 \$62,100, and will be paid by special assessments.

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.

AGREEMENT

for
PROFESSIONAL SERVICES
between
THE CITY OF WICHITA, KANSAS
and
BAUGHMAN COMPANY, P.A.
for
COPPER GATE NORTH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, 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 90014 serving Lots 1 through 19, Block A; Lots 12 through 16, Block D; Lots 7 through 22, Block E; Lots 1 through 22, Block F, Copper Gate

North Addition (north of 13th, west of 135th Street West) (Project No. 448 90014).

STORM WATER DRAIN NO. 241 serving Lots 1 through 21, Block A; Lots 1 through 6, Block B; Lots 1 through 12, Block C; Lots 1 through 22, Block D, Lots 1 through 22, Block E; Lots 1 through 22, Block F, Copper Gate North Addition (north of 13th, west of 135th Street West) (Project No. 468 83908).

AKSARBEN from the south line of the plat, north to the north line of Lot 19, Block A; DECKER from the east line of Aksarben, north to the south line of Kiwi; KIWI from the east line of Aksarben, east to the west line of Lot 7, Block E. AKSARBEN COURT from the west line of Aksarben, west to and including the cul-de-sac. SIDEWALK be constructed on one side of Aksarben, Decker and Kiwi (north of 13th, west of 135th Street West) (Project No. 472 84104).

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 Copper Gate North Addition 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 \$5,000.00. 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 90014	\$10,800.00
Project No. 468 83908	\$26,400.00
Project No. 472 84104	\$24,900.00
TOTAL	\$62,100.00

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, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

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

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBT “A

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. 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.
5. 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 monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. 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.

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

8. 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.

9. 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 25, 2005.
(Project No. 448 90014).

b. Plan Development for the storm water improvements by August 1, 2005.
(Project No. 468 83908).

c. Plan Development for the paving improvements by August 8, 2005.
(Project No. 472 84104).

Agenda Item No. 5b

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0624

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Evergreen Addition (south of 21st Street North, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Evergreen Addition March 8, 2005.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water distribution system and sanitary sewer in Evergreen Addition. Per Administrative Regulation 7a, staff recommends that PEC 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 PEC will be on a lump sum basis of \$19,000, and will be paid by special assessments.

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.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

For

EVERGREEN ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90058 serving Lot 26, Block 7, Evergreen Addition (south of 21st Street North, west of Maize) (Project No. 448 90058).

LATERAL 1, MAIN 6, NORTHWEST INTERCEPTOR SEWER serving Lot 23, Block 7, Evergreen Addition and Tract "A", a portion of Lot 1, Block 1, Newmarket Square Addition (south of 21st Street North, west of Maize) (Project No. 468 83969).

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 Evergreen Addition 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 90058	\$ 8,000.00
Project No. 468 83969	\$11,000.00
TOTAL	\$19,000.00

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, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

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

Carlos Mayans, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING

CONSULTANT, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

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. 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 1/2"), 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.
5. 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 monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. 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.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. 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.
9. 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 May 2, 2005.
(Project No. 448 90058).

b. Plan Development for the sewer improvements by May 2, 2005.
(Project No. 468 83969).

Agenda Item No. 5c

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0625

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Diamond Addition to Oatville &
Oatville Addition (north of MacArthur, west of West Street) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Diamond Addition to Oatville & Oatville Addition on April 5, 2005.

Analysis: The proposed Agreement between the City and Poe & Associates, Inc. provides for the design of bond financed improvements consisting of water distribution system and sanitary sewer in Diamond Addition to Oatville & Oatville Addition. The Staff Screening & Selection Committee selected Poe for the design on May 11, 2005.

Financial Considerations: Payment to Poe will be on a lump sum basis of \$18,900, and will be paid by special assessments.

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.

AGREEMENT
for
PROFESSIONAL SERVICES
between
THE CITY OF WICHITA, KANSAS
and
POE & ASSOCIATES, INC.
for

DIAMOND ADDITION TO OATVILLE & OATVILLE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90072 serving Lots 1 through 12 inclusive, except Street on S, Block 21; Lots 13 through 28 inclusive, Block 21; Lots 1 through 16 inclusive, Block 22; Lots 1 through 16 inclusive, Block 23; Lots 1 through 6 inclusive, Block 24; Lots 6 through 9 inclusive, Robinson's Reserve; vacated York Street adjacent to Blocks 21 and 22, Diamond Addition to Oatville; Lots 1 through 28 inclusive, Block 1; all vacated Alleys, Block 1; Lots 1 through 7 inclusive, Block 2; Lot 8 except the East 10' for Street, Block 2; Lots 9 through 13 inclusive except the South 20' for Street, Block 2, Oatville Addition (north of MacArthur, west of West Street) (Project No. 448 90072).

LATERAL 5, MAIN 22, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 12 inclusive, except Street on S, Block 21; Lots 13 through 28 inclusive, Block 21; Lots 1 through 16 inclusive, Block 22; Lots 1 through 16 inclusive, Block 23; Lots 1 through 6 inclusive, Block 24; Lots 6 through 9 inclusive, Robinson's Reserve; vacated York Street adjacent to Blocks 21 and 22, Diamond Addition to Oatville; Lots 1 through 28 inclusive, Block 1; all vacated Alleys, Block 1; Lots 1 through 7 inclusive, Block 2; Lot 8 except the East 10' for Street, Block 2; Lots 9 through 13 inclusive except the South 20' for Street, Block 2, Oatville Addition (north of MacArthur, west of West Street) (Project No. 468 83980).

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 Diamond Addition to Oatville and Oatville Addition 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 \$5,000.00. 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 90072	\$ 9,000.00
Project No. 468 83980	\$ 9,900.00
Total	\$18,900.00

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, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

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

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

WATER DISTRIBUTION SYSTEM NO. 448 90072 serving Lots 1 through 12 inclusive, except Street on S, Block 21; Lots 13 through 28 inclusive, Block 21; Lots 1 through 16 inclusive, Block 22; Lots 1 through 16 inclusive, Block 23; Lots 1 through 6 inclusive, Block 24; Lots 6 through 9 inclusive, Robinson's Reserve; vacated York Street adjacent to Blocks 21 and 22, Diamond Addition to Oatville; Lots 1 through 28 inclusive, Block 1; all vacated Alleys, Block 1; Lots 1 through 7 inclusive, Block 2; Lot 8 except the East 10' for Street, Block 2; Lots 9 through 13 inclusive except the South 20' for Street, Block 2, Oatville Addition (north of MacArthur, west of West Street) (Project No. 448 90072).

LATERAL 5, MAIN 22, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 12 inclusive, except Street on S, Block 21; Lots 13 through 28 inclusive, Block 21; Lots 1 through 16 inclusive, Block 22; Lots 1 through 16 inclusive, Block 23; Lots 1 through 6 inclusive, Block 24; Lots 6 through 9 inclusive, Robinson's Reserve; vacated York Street adjacent to Blocks 21 and 22, Diamond Addition to Oatville; Lots 1 through 28 inclusive, Block 1; all vacated Alleys, Block 1; Lots 1 through 7 inclusive, Block 2; Lot 8 except the East 10' for Street, Block 2; Lots 9 through 13 inclusive except the South 20' for Street, Block 2, Oatville Addition (north of MacArthur, west of West Street) (Project No. 468 83980).

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. 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 1/2"), 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.
5. 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 monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. 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.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. 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.
9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to 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 the control of the ENGINEER.
 - (a) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents within 75 days.

Agenda Item No. 6a

CITY OF WICHITA
City Council Meeting
June 28, 2005

Agenda Report No. 05-0626

TO: Mayor and City Council Members

SUBJECT: Acquisition of a portion of 5928 South Hydraulic: Hydraulic Improvement Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: South Hydraulic from MacArthur to 57th Street South was declared a major trafficway by City Council action on February 27, 2001. Continuing the improvement south from 57th Street South to 63rd Street South will provide an improved transportation corridor to Wichita's south city limits. On December 14, 2004, the City Council approved the widening of Hydraulic between 57th Street South and 63rd Street South. The project will widen Hydraulic to four lanes, install a storm water drainage system and sidewalks. This project requires the partial acquisition of three tracts. One tract is a portion of 5928 South Hydraulic, owned by Glen and Rose Hand. The property contains 21,572 square feet and is improved with a 572 square foot, single family residence.

Analysis: The acquisition of will require a 1,000 square foot portion of land adjacent to Hydraulic and was appraised at \$2,850. The appraised offer was rejected. After the project, the house will be approximately seven feet from Hydraulic. Traffic on Hydraulic is currently heavy

and travels at high speed. This will likely increase with the improvements. The appraiser included no compensation for proximity damages. The owner suggested that the house be moved back from the road. A written estimate of \$17,140 to resituate the house on the site was obtained. An offer of \$19,990 for the land and house moving has been accepted by the owner.

Financial Considerations: The funding source for the City share is General Obligation Bonds. A budget of \$20,290 is requested. This includes \$19,990.00 for the acquisition, and \$300.00 for closing costs and title insurance.

Legal Considerations: The Law Department has approved the contracts 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 all necessary signatures.

Agenda Item No. 6b

CITY OF WICHITA
City Council Meeting
June 28, 2005

Agenda Report No. 05-0627

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2129 George Washington Boulevard for the Dry Creek Basin Property Acquisition Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 2129 George Washington Boulevard, which is owned by Mr. & Mrs. John Gardner. The site is 20,605 square feet and is improved with a 3,970 square foot, one and a half story Traditional style home.

Analysis: The city had the property appraised in May 2005. The appraised value of \$275,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$285,750 is requested. This includes \$275,000 for the acquisition, \$9,000 for demolition and \$750 for closing costs and \$1,000 for title insurance. The funding source is the Storm Water Utility.

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

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

Agenda Item No. 7

City of Wichita
City Council Meeting

June 28, 2005

Agenda Report No. 05-0628

TO: Mayor and City Council

SUBJECT: KDHE Pollution Prevention Award

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendations: Approve the award application and acceptance of award, if received.

Background: The City of Wichita's biggest cultural event is the Wichita River Festival, which attracts over 300,000 people each May. This event uses the Arkansas River as a backdrop to bring together the community. All the Festival participants and activities are located near the banks of the river in downtown Wichita, Kansas. In the last few years, water quality issues have been headline news prior to and throughout the River Festival event. The negative or positive aspects of the current condition of the river should not be sensationalized, but rather factual information should be provided that increases the understanding of the natural river system.

Analysis: The "River Ambassador" program was developed by the Environmental Services and Water & Sewer Departments as a way to effectively communicate accurate water quality and pollution prevention information to the general public. In 2003 and 2004, the program was funded by an EPA Section 319 Non-point Source Pollution Control Grant through a grant agreement with the Kansas Department of Health and Environment (KDHE). The ultimate goal for the River Ambassadors program was that, through increased awareness, citizens might better understand the reason for implementing practices that reduce non-point source (NPS) pollutants from around their households.

What the River Ambassadors learned from the public surveyed was this: they rate water quality as a high priority, but do not understand the inter-relationship between surface water and groundwater issues. They believe that the predominant polluters are, but do not understand non-point source pollution. They feel strongly that water education is needed for youth.

The award application deadline was June 23, 2005. Under authority of City of Wichita Administrative Regulation No. 61, the City Manager is authorized to submit the application where delay would invalidate the application.

Financial Considerations: There are no financial considerations associated with the award.

Legal Considerations: The Law Department has reviewed the application as to form.

Recommendation/Action: It is recommended the City Council approve the award application, accept the award if received and authorize the necessary signatures.

Agenda Item No. 8

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0629

TO: Mayor and City Council

SUBJECT: EPA Phoenix Award Application for Brownfield Redevelopment

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendations: Approve the application and award, if received.

Background: The Phoenix Awards were created in 1997 to honor the groups that develop significant brownfields sites across the country. The award program seeks to recognize innovative yet practical remediation projects, which bring blighted, old commercial and industrial sites back to productive use. KDHE has recommended that Environmental Services apply for this prestigious award with the Gilbert-Mosley Project/WATER Center.

In the 1990's, the City of Wichita began a campaign to draw residents back to its downtown area through the Old Town redevelopment project. However, before the project could get off the ground, the stigma of groundwater contamination had to be eliminated. The City of Wichita, by choosing to take the lead on the Gilbert-Mosley Project, avoided the economic and environmental stigma of Superfund. The City held a series of meetings with a variety of

stakeholders including property owners and businesses, KDHE, EPA, lenders, banking regulators, real estate agents, title companies, consultants, government officials and legislators to identify the issues. A plan was developed to conduct the investigation and clean-up. As part of the Gilbert-Mosley Project, the City developed the Certificate and Release for Environmental Liability Program and established a Tax Increment Finance District through changes in state laws.

The City chose an unconventional reuse plan for the remediated groundwater to meet its environmental and education goals—the WATER (Wichita Area Treatment, Education and Remediation) Center. After treatment, the remediated water passes through fountains, aquariums and a stream. Other reuse opportunities at the WATER Center include park-wide irrigation and a water-truck filling station for use by the municipal park department. All of these “reuse” options; the state of the clean-up process, the importance of the natural resource, and the relation to the river ecosystem, are displayed for the public’s education.

Analysis: The Department of Environmental Services is seeking authorization to apply for and accept The Phoenix Award: Recognition for Excellence in Brownfield Redevelopment. The completed application must be received by June 28, 2005. Under authority of City of Wichita Administrative Regulation NO. 61, the City Manager is authorized to submit the application where delay would invalidate the application.

Financial Considerations: This national award brings honor to the recipient but no financial award.

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

Recommendation/Actions: It is recommended the City Council approve the award application, authorize the necessary signatures, and accept the award if received.

Agenda Item No. 9

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0630

TO: Mayor and Members of the City Council

SUBJECT: HUD Economic Development Initiative Grant
Veterans Memorial Park (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The John S. Stevens Memorial was dedicated in 1977 and was conveyed to the Board of Park Commissioners by the City of Wichita in 1980. Since that time, the Stevens Memorial has become one of the key memorials in Veterans Memorial Park, displaying 14 different flags which give a brief chronological history and development of the United States. In recent years, the memorial has shown signs of aging and the condition of the flag systems is in great need of replacement with newer technology that will provide greater durability and vandal resistance. The existing walls around the plaza area are also in need of treatment to increase visibility and public safety to the plaza.

In 2003, Operation Ensign, a not-for-profit 501c3 corporation, was formed by chairperson Phil Blake and others to dedicate its efforts to the restoration of the Stevens Memorial and other veteran memorials located in the city. Since that time, Park and Recreation staff have been actively developing criteria in partnership with Operation Ensign to resolve the issues in the Stevens Memorial. In May 2004, the City developed and constructed an ADA-compliant bus drop-off area along North Greenway Boulevard and a new access walkway for future memorial events to improve site accessibility for larger events. This was considered one of the first important steps to improving the mission for event use in Veterans Memorial Park and the Stevens Memorial.

Since the Fall of 2003, Operation Ensign has worked actively with federal officials to lobby for funding to rehabilitate the Stevens Memorial. On November 23rd, 2004, Congress announced that the U.S. Department of Housing and Urban Development awarded two Economic Development Initiative Special Project grants for Project Ensign and the City of Wichita. The purpose of these grants is to renovate and restore the Stevens Memorial located within Veterans Memorial Park.

Analysis: Two grants were awarded for the Veterans Memorial Park. Project Ensign (Operation Ensign) was awarded \$297,600 (grant number B-05-SP-KS-0085) and the City of Wichita will receive \$248,000 (grant number B-05-SP-KS-0487). Both grants are for Veterans Memorial Park with funds having a five-year requirement for funding to be spent.

With these funds, the City will direct funding to restore the lanyards and cabinet boxes for the flagpoles. Additional funding will be used to make improvements to the wall work which is necessary to improve visibility and park safety, as well as other restoration efforts that may be required to bring the project to a satisfactory condition.

Financial Considerations: The City of Wichita grant totals \$248,000 and does not require matching funds.

Legal Considerations: The City will be required to comply with the conditions of the grant agreement.

Recommendation/Action: Approve the grant application and authorize the necessary signatures for the grant application and the grant award.

Agenda Item No. 10

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0631

TO: Mayor and City Council

SUBJECT: Resolution Authorizing CMAQ Grant from Federal Transportation Administration (FTA)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Congestion Mitigation and Air Quality (CMAQ) federal grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for federal funds under the CMAQ grant program, which is a discretionary capital and operations program to relieve traffic congestion. In FY 2005, Wichita Transit was awarded \$64,000 in CMAQ funds for shuttle and rideshare programs. CMAQ is an 80 percent federal/20 percent local/state match grant program.

Analysis: Wichita Transit has identified three (3) projects to utilize CMAQ funds to relieve traffic congestion:

- § Air show shuttles -- transporting attendees from outlying parking lots to the airport grounds,
- § WSU basketball shuttles -- transporting attendees to WSU campus from outlying parking lots, and
- § Rideshare program -- a computer-assisted program identifying applicants and joining them together for car pooling.

This CMAQ grant pertains to the first year of a three-year demonstration period, funding at 80 percent federal and 20 percent local.

Financial Considerations: The total cost for this CMAQ grant is \$64,000 federal (80 percent) and \$16,000 match by the state (20 percent).

Legal Consideration: The City's Law Department has reviewed and approved the resolution as to form.

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

RESOLUTION

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY THE CONGESTION MITIGATION AND AIR QUALITY GRANT PROGRAM

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City of Wichita, and may require the City to provide the local share of the project cost;

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: rideshare program, air show and WSU basketball game routes, and downtown lunch route.

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

1. That the Mayor is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance by the Congestion Mitigation and Air Quality grant program.
2. That the Mayor is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mayor is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.
4. That the Mayor is authorized to employ staff and agents for the City of Wichita for all actions necessary to implement this grant.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas, on June 28, 2005.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 11

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0632

TO: Mayor and City Council

SUBJECT: Renewal of Child Care Licensing Grant

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Accept the grant.

Background: The Environmental Services Department conducts inspections of child care facilities and provides education for child care providers throughout Wichita and Sedgwick County on behalf of the Kansas Department of Health and Environment. KDHE provides an annual grant to fund these activities, and has offered continued funding for state fiscal year 2006 (July 1, 2005 through June 30, 2006.)

Analysis: City staff has conducted child care licensing and education activities in excess of thirty years, affording citizens and providers a local point of contact. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and Office of Central Inspection. Environmental Health staff enforce state regulations and utilize state enforcement mechanisms as appropriate.

Financial Considerations: The grant amount for state fiscal year 2006 totals \$284,934. The program is also supported by local inspection fees, which generate approximately \$160,000 annually.

Legal Considerations: The previously signed contract remains in effect until terminated by KDHE or the City. The “Notice of Grant Award Amount & Summary of Programs Objectives” attachment to the existing contract has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the Council approve continuance of the grant.

Agenda Item No. 13

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0633

TO: Mayor and City Council Members

SUBJECT: A05-10R Request by Ritchie Development Corp. to annex lands generally located southeast of the intersection of Kellogg/US-54 and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 137.5 acres of land generally located southeast of the intersection of Kellogg/US-54 and 127th Street East. The annexation area abuts the City of Wichita to the east, west, and northeast of the proposed property. The property owner proposes to develop the site for single-family (SF-5) and limited commercial (LC) use.

Analysis:

Land Use and Zoning: The proposed annexation consists of 137.5 acres of property currently zoned “SF-20” Single-Family Residential and “LC” Limited Commercial. Upon annexation, a portion of the property will be converted to “SF-5,” Single-Family Residential. In addition, a request will be made to rezone approximately 25.2 acres for Limited Commercial use.

Property to the south of the subject property is zoned “SF-20” Single-Family Residential, while property to the east is zoned “SF-5” Single-Family Residential. Property to the west of the subject property is zoned “GC” General Commercial and “SF-5” Single-Family Residential. Property to the north is zoned “LC” Limited Commercial and “SF-20” Single-Family Residential.

Public Services:

An existing 12" water main lies along the entire west line of the subject site in the 127th St E. right-of-way. In addition, an existing 8" sewer line lies along a portion of the east line of the subject site, which could take a portion of the discharge, but the remainder would need to be extended to an east-west 30" interceptor sewer approximately 3/8 mile south of the south line of the subject site.

Street System: 127th Street East runs along the west border of the subject property, which is a paved, two-lane arterial road. US-54/Kellogg is a paved, 6-lane freeway, which narrows to a 4-lane freeway north of the subject property. In addition, the K-96 interchange lies to the north of the subject property, which is a paved (4) four-lane freeway. From the subject property, K-96 runs north, and also joins US 54/Kellogg to the east.

The City of Wichita Capital Improvement Program (CIP) 2004-2013 has proposed improvements for US-54 north of the subject property, but has not scheduled funding for this section of freeway at this time. The Sedgwick County Capital Improvement Program 2005-2009 and the 2004 Transportation Improvement Program do not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within an eight (8) to nine (9) minute approximate response time from City Station No. 15, located at 7923 E. Lincoln. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The WB Harrison Park, a 40-acre park, is located approximately 2 ½ miles to the southwest of the proposed annexation site. This park contains two (2) lighted tennis courts, a softball diamond, a rugby field, a children's play area, a paved jogging trail, and a fishing pond. According to the 1996 Parks and Open Space Master Plan, the south edge of the proposed annexation site is within a site that has been identified as a potential future park site. In addition, a pathway has been proposed along 127th Street, to the west of the subject property that connects to a proposed pathway/greenway that runs along Harry Street.

School District: The annexation property is part of the Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Service Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$12,830 with a total assessed value of \$3,849. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$121 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is seeking approval of a plat to subdivide the property. It is anticipated that 187 residential units, 95 limited commercial units, and a church will be

constructed. The value of the proposed residential development is estimated at \$175,134 per lot; a total appraised value after completion is estimated at \$32,750,000. Assuming the current City levy remains about the same, this would roughly yield \$118,283 in City annual tax revenues. The appraised value of the proposed church is estimated at \$4,275,000. The value of the proposed commercial development is estimated at \$250,117 per unit, a total appraised value after completion is estimated at \$23,761,078, which would roughly yield \$186,560 in City annual tax revenues. The total appraised value of all proposed development is estimated to equal \$60,786,078, which would roughly yield \$304,843 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

ORDINANCE

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A05-10)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

That part of the Northwest Quarter of Section 26, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as:

COMMENCING at the Northwest corner of said Northwest Quarter; thence S 00°45'22" E assumed along the West line of said Northwest Quarter, 108.13 feet for a POINT OF BEGINNING, said point being on the South line of the Condemnation Case No. 91 C 879; thence N 88°58'18" E, along said South line of Case No. 91 C 879, 979.67 feet; thence S 21°56'10" E along said South line of Case No. 91 C 879, 476.37 feet; thence S 46°01'42" E along said South line of Case No. 91 C 879, 282.84 feet; thence N 88°58'18" E along said South line of Case No. 91 C 879, 360.00 feet; thence S 00°45'22" E parallel with the West line of said Northwest Quarter, 376.93 feet to a point on the Northerly line of a 66 foot wide Williams Pipeline Easement recorded on Film 2326, Page 215; thence S 88°43'45" W parallel with the North line of said Northwest Quarter, 1712.75 feet to a point on the West line of said Northwest Quarter; thence N 00°45'22" W along the West line of said Northwest Quarter, 1029.18 feet to the POINT OF BEGINNING, EXCEPT for that part designated as 127th Street East.

And Also:

That part of the Northwest Quarter Section 26, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as:

COMMENCING at the Northwest corner of said Northwest Quarter; thence S 00°45'22" E assumed along the West line of said Northwest Quarter, 108.13 feet, said point being on the

South line of the Condemnation Case No. 91 C 879; thence N 88°58'18" E, along said South line of Case No. 91 C 879, 979.67 feet; thence S 21°56'10" E along said South line of Case No. 91 C 879, 476.37 feet; thence S 46°01'42" E along said South line of Case No. 91 C 879, 282.84 feet; thence N 88°58'18" E along said South line of Case No. 91 C 879, 360.00 feet for a POINT OF BEGINNING; thence N 44°35'16" E along said South line of Case No. 91 C 879, 657.65 feet; thence N 67°26'44" E along said South line of Case No. 91 C 879, 504.19 feet to a point on the East line of said Northwest Quarter said point being 119.34 feet South of the Northeast corner of said Northwest Quarter; thence S 00°33'15" E along the East line of said Northwest Quarter, 2533.24 feet to the Southeast corner of said Northwest Quarter; thence S 88°45'30" W along the South line of said Northwest Quarter, 2640.61 feet to the Southwest corner of said Northwest Quarter, thence N 00°45'22" W along the West line of said Northwest Quarter, 1513.82 feet to a point 1137.31 feet South of the Northwest corner of said Northwest Quarter; thence N 88°43'45" E parallel with the North line of said Northwest Quarter, 1712.75 feet to a point on the Northerly line of a 66 foot wide Williams Pipeline Easement recorded on Film 2326, Page 215; thence N 00°45'22" W parallel with the West line of said Northwest Quarter, 376.93 feet to the POINT OF BEGINNING, EXCEPT for that part designated as 127th Street East.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 14

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0634

TO: Mayor and City Council Members

SUBJECT: A05-11R Request by William and Marilyn Becker to annex lands generally located southwest of the intersection of 119th Street West and Pawnee. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 73.68 acres of land generally located southwest of the intersection of 119th Street West and Pawnee. The annexation area abuts the City of Wichita to the north of the proposed property. The property owner proposes to develop the site for "LC" Limited Commercial and "SF-5" Single-Family Residential use.

Analysis:

Land Use and Zoning: The proposed annexation consists of 73.68 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the property will convert to "SF-5" Single-Family Residential. It is anticipated that a request will be made to rezone approximately (5) five-acres for "LC" Limited Commercial use.

Property to the east, west, and south of the subject property is zoned "SF-20" Single-Family Residential, while property to the north is zoned "SF-20" and "SF-5."

Public Services: There is an existing 8" water line crossing 119th St W. along Grant Street just north of Pawnee, as well as, an existing 16" water main along Pawnee ending near Milstead. However, there is a project in the design phase to extend water between these two points, through the intersection of Pawnee and 119th W. Water for the subject site could be petitioned from that intersection. According to the City's current master plan, the subject site is to receive sewer service via the proposed Mid-Continent Interceptor that would be close to, or south of, the south line of the subject site. Currently the nearest sewer-line is on the west side of 119th Street W., about four lots south of Grant, and/or on the north side of Pawnee, about four lots west of Milstead.

Street System: The subject property borders 119th Street West to the east and Pawnee to the north. Both 119th Street West and Pawnee are paved, two-lane arterial roads. The City of Wichita Capital Improvement Program (CIP) 2004-2013 and the 2004 Transportation Improvement Program has scheduled Pawnee to be widened and reconstructed, from 119th Street West to Maize. In addition, according to the City of Wichita Capital Improvement Program 2004-2013, 119th Street West is scheduled for improvements, from Pawnee to Maple Street. Improvements for both Pawnee and 119th Street West are northeast of the subject

property. The Sedgwick County Capital Improvement Program 2005-2009 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a six (6) to seven (7) minute approximate response time from City Station No. 17 located at 10651 W. Maple. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The Pawnee Prairie Park, a 625-acre park, which is located approximately 1½ miles to the east of the proposed annexation site. Amenities at the park include a five-mile bridle trail, an eight-mile nature trail, a municipal golf course, a nature center, and parking areas that accommodate horse trailers. Several horse stalls are also available. In addition, Air Capital Memorial Park, a ten-acre park, is adjoining Pawnee Prairie Park to the north. According to the 1996 Parks and Open Space Master Plan, a pathway has been proposed that would run along the north boundary of the subject property.

School District: The annexation property is part of the Unified School District 265 (Goddard School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Service Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$118,580 with a total assessed value of \$17,506. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$42,979 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is anticipating that approximately five-acres will be developed as limited commercial, and approximately 100 single-family housing units will be developed within the next five-to-ten years. The total appraised value of this residential development after completion is estimated at \$10,500,000. Assuming the current City levy remains about the same, this would roughly yield \$37,923 in City annual tax revenues. The total appraised value of the limited commercial property after completion is estimated at \$644,000, which would roughly yield \$5,056 in City annual tax revenues. In sum, the total appraised value, of both the residential and limited commercial development, after completion is estimated at \$11,144,000, which is estimated to yield roughly \$42,979 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

ORDINANCE

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A05-11)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District IV respectively:

That part of the NE1/4 of Section 1, Township 28 South, Range 2 West of the 6TH P.M., Sedgwick County, Kansas, described as:

Beginning at the NE Corner of the NE1/4 of Section 1-28S-2W; Thence South 1376.85 Feet; Thence West 2428.17 Feet; Thence North 1376.46 Feet to a point on the north line & 175.84 Feet East of the NW Corner of the NE1/4; Thence East 2382.25 Feet to the point of beginning, EXCEPT for that part taken for road.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 15

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0635

TO: Mayor and City Council Members

SUBJECT: SUB 2005-02 -- Plat of Cross Pointe Addition, Located on the South Side of 21st Street North and East of Greenwich. (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 13 lots on 59.4 acres, is a replat of a portion of Eastside Community Church Addition and the First Bible Baptist Church Addition. The site has been approved for a zone change (ZON 2004-44) from SF-5, Single-Family Residential District to LC, Limited Commercial District. The Cross Pointe Community Unit Plan (CUP 2004-39, DP-279) was also approved for this site. A Notice of Community Unity Plan (CUP Certificate) has been submitted.

Analysis: Petitions, all 100 percent, and a Certificate of Petitions have been submitted for water, sanitary sewer, storm water drain, decel lane, left-turn bay, traffic signal and paving improvements. As requested by City Engineering, a Temporary Drainage Easement has been submitted. In accordance with the CUP approval, a Cross-lot Circulation Agreement has been submitted to assure internal vehicular movement between the lots. For those reserves being platted for drainage purposes, a Restrictive Covenant was submitted to create a lot owners' association to provide for the ownership and maintenance of the proposed reserves.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until such time as the plat is recorded with the Register of Deeds.

Legal Considerations: The CUP Certificate, Certificate of Petitions, Temporary Drainage Easement, Cross-lot Circulation Agreement and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinances.

ORDINANCE

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.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2004-44

Request for zone change from SF-5, Single-Family Residential District to LC, Limited Commercial District, described as:

Lots 1-13, Block 1, and Reserves A and B, Cross Ponte Addition, Wichita, Sedgwick County, Kansas.

Generally located on the on the south side of 21st Street North and east of Greenwich Road.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

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

ADOPTED this _____, 2005.

ATTEST:

Carlos Mayans, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90083 (SOUTH OF 21ST, EAST OF GREENWICH) 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 448-90083 (SOUTH OF 21ST, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90083 (south of 21st, east of Greenwich) in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Eighty-Six Thousand Dollars (\$86,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION

Lots 3 through 12, Block 1

SECTION 4. 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:

Lots 3 through 12, Block 1, CROSS POINTE ADDITION shall each pay 1/10 of the total cost of the improvement.

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90084 (SOUTH OF 21ST, EAST OF GREENWICH) 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 448-90084 (SOUTH OF 21ST, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90084 (south of 21st, east of Greenwich) in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Seventy-Seven Thousand Dollars (\$77,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1, 2 and 12, Block 1

SECTION 4. 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:

Lots 1 and 2, Block 1, CROSS POINTE ADDITION shall pay 1/5 of the total cost of the improvement; Lot 12, Block 1, CROSS POINTE ADDITION shall pay 3/5 of the total cost of the improvement.

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90085 (SOUTH OF 21ST, EAST OF GREENWICH) 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 448-90085 (SOUTH OF 21ST, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90085 (south of 21st, east of Greenwich) in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Sixty-Seven Thousand Dollars (\$67,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 12 and 13, Block 1

SECTION 4. 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:

Lot 12, Block 1, CROSS POINTE ADDITION shall pay 1/5 of the total cost of the improvement; Lot 13, Block 1, CROSS POINTE ADDITION shall pay 4/5 of the total cost of the improvement.

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION
AUTHORIZING CONSTRUCTION OF LATERAL 5, MAIN 16, FOUR MILE CREEK
SEWER (SOUTH OF 21ST, EAST OF GREENWICH) 468-84044, 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 THE
CONSTRUCTION OF LATERAL 5, MAIN 16, FOUR MILE CREEK SEWER (SOUTH OF
21ST, EAST OF GREENWICH) 468-84044, IN THE CITY OF WICHITA, KANSAS, ARE
HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 5, Main
16, Four Mile Creek Sewer (south of 21st, east of Greenwich) 468-84044.

Said sanitary sewer shall be constructed of the material in accordance with plans and
specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is
estimated to be One Hundred Thirty Thousand Dollars (\$130,000) exclusive of the cost of
interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 3 through 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements
attributable to the improvement district to the owners of land liable for assessment therefore shall
be on a fractional basis.

Lots 3 through 12, Block 1, CROSS POINTE ADDITION shall each pay 1/10 of the total cost of
the improvement.

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 6, MAIN 15, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF GREENWICH) 468-84045, 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 THE CONSTRUCTION OF LATERAL 6, MAIN 15, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF GREENWICH) 468-84045, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 6, Main 15, Four Mile Creek Sewer (south of 21st, east of Greenwich) 468-84045.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty Thousand Dollars (\$40,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lot 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

Lots 13, Block 1, CROSS POINTE ADDITION shall pay the total cost of the improvement.

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 7, MAIN 15, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF GREENWICH) 468-84046, 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 THE CONSTRUCTION OF LATERAL 7, MAIN 15, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF GREENWICH) 468-84046, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 7, Main 15, Four Mile Creek Sewer (south of 21st, east of Greenwich) 468-84046.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Eighty-Eight Thousand Dollars (\$88,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1, 2 and 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

Lots 1 and 2, Block 1, CROSS POINTE ADDITION shall each pay 1/7 of the total cost of the improvement; Lot 12, Block 1, CROSS POINTE ADDITION shall pay 5/7 of the total cost of the improvement.

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION
AUTHORIZING IMPROVING STORM WATER DRAIN NO. 272 (SOUTH OF 21ST, EAST
OF GREENWICH) 468-84047 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
IMPROVING STORM WATER DRAIN NO. 272 (SOUTH OF 21ST, EAST OF
GREENWICH) 468-84047 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE
TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water
Drain No. 272 (south of 21st, east of Greenwich) 468-84047.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is
estimated to be Seven Hundred Three Thousand Dollars (\$703,000) exclusive of the cost of
interest on borrowed money, with 100 percent 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 April 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1 through 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements
attributable to the improvement district to the owners of land liable for assessment therefore shall
be on a square foot basis:

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A DECEL LANE ON THE SOUTH SIDE OF 21ST ST. NORTH TO SERVE THE ENTRANCE BETWEEN LOTS 4 AND 5, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84229 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 AUTHORIZING CONSTRUCTING A DECEL LANE ON THE SOUTH SIDE OF 21ST ST. NORTH TO SERVE THE ENTRANCE BETWEEN LOTS 4 AND 5, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84229 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a decel lane on the south side of 21st St. North to serve the entrance between Lots 4 and 5, Block 1, Cross Pointe Addition (south of 21st, east of Greenwich) 472-84229.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-One Thousand One Hundred Dollars (\$41,100) exclusive of the cost of

interest on borrowed money, with 100 percent 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 April 1, 2005 exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1 through 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. 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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A DECEL LANE ON THE SOUTH SIDE OF 21ST ST. NORTH TO SERVE THE ENTRANCE BETWEEN LOTS 7 AND 8, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84230 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 AUTHORIZING CONSTRUCTING A DECEL LANE ON THE SOUTH SIDE OF 21ST ST. NORTH TO SERVE THE ENTRANCE BETWEEN LOTS 7 AND 8, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84230 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a decel lane on the south side of 21st St. North to serve the entrance between Lots 7 and 8, Block 1, Cross Pointe Addition (south of 21st, east of Greenwich) 472-84230.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Four Thousand Six Hundred Dollars (\$34,600) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005 exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1 through 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. 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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____-, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A DECEL LANE ON THE SOUTH SIDE OF 21ST ST. NORTH TO SERVE THE ENTRANCE BETWEEN LOTS 9 AND 10, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84231 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 AUTHORIZING CONSTRUCTING A DECEL LANE ON THE SOUTH SIDE OF 21ST ST. NORTH TO SERVE THE ENTRANCE BETWEEN LOTS 9 AND 10, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84231 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a decel lane on the south side of 21st St. North to serve the entrance between Lots 9 and 10, Block 1, Cross Pointe Addition (south of 21st, east of Greenwich) 472-84231.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Four Thousand Six Hundred Dollars (\$34,600) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005 exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1 through 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. 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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A 3-WAY TRAFFIC SIGNAL ON 21ST ST. NORTH AT THE MAJOR ENTRANCE LOCATED BETWEEN LOTS 7 AND 8, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84232 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 AUTHORIZING CONSTRUCTING A 3-WAY TRAFFIC SIGNAL ON 21ST ST. NORTH AT THE MAJOR ENTRANCE LOCATED BETWEEN LOTS 7 AND 8, BLOCK 1, CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84232 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a 3-way traffic signal on 21st St. North at the major entrance located between Lots 7 and 8, Block 1, Cross Pointe Addition (south of 21st, east of Greenwich) 472-84232.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Ten Thousand Dollars (\$110,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005 exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION

Lots 1 through 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING IMPROVEMENTS TO GREENWICH ROAD TO SERVE CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84233 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 AUTHORIZING CONSTRUCTING A IMPROVEMENTS TO GREENWICH ROAD TO SERVE CROSS POINTE ADDITION (SOUTH OF 21ST, EAST OF GREENWICH) 472-84233 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct improvements to Greenwich Road to serve Cross Pointe Addition (south of 21st, east of Greenwich) 472-84233.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Sixty-Nine Thousand Dollars (\$69,000) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005 exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1 through 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A LEFT TURN LANE ON 21ST ST. NORTH TO SERVE THE EASTERN MOST ENTRANCE, BETWEEN LOTS 9 AND 10, BLOCK 1, CROSS POINTE ADDITION APPROXIMATELY 430' WEST OF K-96 EXPRESSWAY (SOUTH OF 21ST, EAST OF GREENWICH) 472-84234 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 AUTHORIZING CONSTRUCTING A LEFT TURN LANE ON 21ST ST. NORTH TO SERVE THE EASTERN MOST ENTRANCE, BETWEEN LOTS 9 AND 10, BLOCK 1, CROSS POINTE ADDITION APPROXIMATELY 430' WEST OF K-96 EXPRESSWAY (SOUTH OF 21ST, EAST OF GREENWICH) 472-84234 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a left turn lane on 21st St. North to serve the eastern most entrance, between Lots 9 and 10, Block 1, Cross Pointe Addition approximately 430' west of K-96 Expressway (south of 21st, east of Greenwich) 472-84234.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Twenty-Three Thousand Seven Hundred Dollars (\$23,700) exclusive of the cost of interest on borrowed money, with 100 percent 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 April 1, 2005 exclusive of the costs of temporary financing.

SECTION 3. 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:

CROSS POINTE ADDITION
Lots 1 through 13, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. 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 5. 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 6. 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 7. 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 8. 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 9. 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.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

Agenda Item No. 16

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0636

TO: Mayor and City Council Members

SUBJECT: DED 2005-17 -- Dedication of a Utility Easement, Located East of Maize Road and North of MacArthur Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication. (12-0)

Background: This dedication is associated with a lot split case (SUB 2005-79). The Dedication is for construction and maintenance of public utilities.

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 17

City of Wichita
City Council Meeting
June 28, 2005

Agenda Report No. 05-0637

TO: Mayor and City Council

SUBJECT: VAC2005-00022 Request to vacate street right-of-way acquired by taking, generally located south of Central Avenue and west of Hillside Avenue. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve

MAPC Recommendation: Approve (Unanimously)

Background: The applicants are requesting consideration to vacate a remnant of Francis Avenue that was acquired by a taking in 1931; reference Ordinance 10-987, Misc. Book 98-278. At this site, Francis Avenue went over Reserve "B" (site) and the abutting Reserve "F", all in the Maple Grove Addition. The portion of Francis Avenue over Reserve "F" was vacated March 2, 1966 (Misc. Book 575, Page 217); however, that portion of Francis Avenue over Reserve "B" was never vacated. There are no uses listed in the plat's text for Reserve "B" or any of the Reserves in the Maple Grove Addition. There is a sewer line and a manhole in this portion of the right-of-way (ROW). There are no water lines located in the ROW. The ROW abuts drainage on its south side. Zoning case (ZON2004-65) is associated with this vacation case. The Maple Grove Addition was recorded with the Register of Deeds on July 10, 1886.

Analysis: The MAPC voted (10-0) 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.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order, dedication of abutter's access rights by separate instrument and dedication of a restrictive covenant by separate instrument will be recorded with the Register of Deeds and will retain the right-of-way as an easement.

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