

REVISED:

- **ITEM 8A - REPLACE CORRECT DOCUMENT.**

- **ITEM 16 - ADD RESOLUTION- PUBLIC HEARING; REQUEST FOR RESOLUTION OF SUPPORT FOR APPLICATION FOR LOW-INCOME HOUSING TAX CREDITS, INWOOD CROSSINGS APARTMENTS (DISTRICT I)**

- **ITEM NO. 27: INTERVIEW/ELECTION TO FILL VACANCY IN CITY COUNCIL, DISTRICT I (ADDED TO REPORT)**

MAY 15, 2007 AGENDA REPORTS

Agenda Item No. 4a.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0453

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving and Water Distribution System Improvements in The Fairmont 3rd Addition (north of 21st, west of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On December 7, 2004, the City Council approved Petitions to construct Paving and Water Distribution System Improvements in The Fairmont 3rd Addition. Based on recent bid prices, it is doubtful that there is sufficient funding in the Petition budgets to award construction contracts. The developer has submitted new Petitions with increased budgets. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will serve a new residential development located north of 21st Street, west of 127th St. East.

Financial Considerations: The existing Petitions total \$154,000 with the total assessed to the improvement district. The new Petitions total \$185,000 with the total assessed to the improvement

district.

Goal Impact: The projects address the Efficient Infrastructure goal by providing paving and water system improvements required for new development.

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

Recommendations/Actions: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTED PAVEMENT ON WOODRIDGE FROM THE NORTH LINE OF THE PLAT SOUTH TO THE NORTH LINE OF LOT 22, BLOCK A; ON WOODRIDGE CIR. FROM THE NORTH LINE OF LOT 22, BLOCK A, SOUTH TO AND INCLUDING THE CUL-DE-SAC; AND ON WOODRIDGE CT. FROM THE WEST LINE OF WOODRIDGE, SOUTH TO AND INCLUDING THE CUL-DE-SAC, 472-84137 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 CONSTRUCTED PAVEMENT WOODRIDGE FROM THE NORTH LINE OF THE PLAT SOUTH TO THE NORTH LINE OF LOT 22, BLOCK A; ON WOODRIDGE CIR. FROM THE NORTH LINE OF LOT 22, BLOCK A, SOUTH TO AND INCLUDING THE CUL-DE-SAC; AND ON WOODRIDGE CT. FROM THE WEST LINE OF WOODRIDGE, SOUTH TO AND INCLUDING THE CUL-DE-SAC, 472-84137 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 04-651 adopted on December 7, 2004 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Woodridge from the north line of the plat south to the north line of Lot 22, Block A; on Woodridge Cir. from the north line of Lot 22, Block A, south to and including the cul-de-sac; and on Woodridge Ct. from the west line of Woodridge, south to and including the cul-de-sac, 472-84137.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Forty-Four Thousand Dollars (\$144,000) 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 December 1, 2004, exclusive of the costs of temporary financing.

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

THE FAIRMONT 3RD ADDITION
Lots 20 through 43, Block A

SECTION 5. 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:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 20 through 43, Block A, THE FAIRMONT 3RD ADDITION, shall each pay 1/24 of the total cost of the improvements.

Except when driveways are requested to serve a particular 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

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

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

Signed by the Mayor

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90028, THE FAIRMONT 3RD ADDITION 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 448-90028, THE FAIRMONT 3RD ADDITION IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 04-648 adopted on December 7, 2004 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90028, The Fairmont 3rd Addition in the City of Wichita, Kansas.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be Forty-One Thousand Dollars (\$41,000), 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 December 1, 2004, exclusive of the costs of temporary financing.

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

THE FAIRMONT 3RD ADDITION

Lots 20 through 43, Block A

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

Lots 20 through 43, Block A, THE FAIRMONT 3RD ADDITION, shall each pay 1/24 of the total cost of the 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 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

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

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

Signed by the Mayor

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 4b

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0454

TO: Mayor and City Council Members

SUBJECT: Petitions for Drainage Improvements in Krug South Addition and an unplatted tract (south of 21st, west of 143rd St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On February 13, 2007, the City Council approved Petitions to construct drainage improvements in Krug South Addition and an unplatted tract. Based on recent bid prices, it is doubtful that there is sufficient funding in the Petition budgets to award construction contracts. The developer has submitted new Petitions with increased budgets. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will serve new residential and commercial development located south of 21st Street, west of 143rd St. East.

Financial Considerations: The existing Petitions total \$689,000 with the total assessed to the improvement district. The new Petitions total \$921,000 with the total assessed to the improvement district.

Goal Impact: The projects address the Efficient Infrastructure goal by providing drainage improvements required for new development.

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

Recommendations/Actions: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 628 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84325 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 SEWER NO. 628 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84325 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-122 adopted on February 13, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Sewer No. 628 (south of 21st, west of 143rd St. East) 468-84325.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Five Hundred Thirty-Four Thousand Dollars (\$534,000) 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 January 1, 2007, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION

Lots 1 through 29, Block 1
Lots 1 through 72, Block 2
Lots 1 through 19, Block 3
Lots 1 through 10, Block 4
Lots 1 through 33, Block 5

SECTION 5. 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:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block 1; and Lots 1 through 6, Block 5; KRUG SOUTH ADDITION, shall each pay 91/10,000 of the total cost payable by the improvement district. Lots 15 through 33, Block 5; KRUG SOUTH ADDITION, shall each pay 92/10,000 of the total cost payable by the improvement district. Lots 17 through 25, Block 1; Lots 1 through 38, Block 2; Lots 1 through 19, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION, shall each pay 39/10,000 of the total cost payable by the improvement district. Lots 26 through 29, Block 1; Lots 61 through 72, Block 2; and Lots 1 through 4, Block 4; KRUG SOUTH ADDITION, shall each pay 101/10,000 of the total cost payable by the improvement district. Lots 39 through 60, Block 2; and Lots 5 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 48/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

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

Signed by the Mayor

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 320 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84327 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. 320 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84327 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-124 adopted on February 13, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 320 (south of 21st, west of 143rd St. East) 468-84327.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Three Hundred Eighty-Seven Thousand Dollars (\$387,000) 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 January 1, 2007, exclusive of the costs of temporary financing.

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

UNPLATTED COMMERCIAL TRACT 1

A tract of land located in the Northeast Quarter of Section 11, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas and being more particularly described as follows:

BEGINNING at a point lying 95.00 feet south of and 75.00 feet west of the Northeast corner of said Northeast Quarter; thence parallel with the east line of said Quarter S00°53'20"E, 155.00 feet; thence S09°25'04"E, 101.12 feet; thence S00°53'20"E, 499.87 feet; thence S88°37'33"W, 1093.19 feet; thence N00°53'20"W, 720.00 feet; thence N53°47'38"E, 122.55 feet to a point lying 60 feet south of the north line of said Quarter; thence parallel with and 60 south of said north line N88°37'33"E, 703.06 feet; thence S82°50'42"E, 101.12 feet; thence N88°37'34"E, 155.00 feet; thence S46°07'53"E, 28.16 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 852,909 square feet or 19.58 acres of land, more or less.

SECTION 5. 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:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: THE UNPLATTED COMMERCIAL TRACT 1, shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

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

Signed by the Mayor

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 6.

City of Wichita
City Council Meeting
May 15, 2007
Agenda Report No. 07-0455

TO: Mayor and City Council
SUBJECT: Community Events (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Brian West with Bikers Edge is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Bikers Edge 50th Birthday Party, June 9 & 10, 2007 8:00 am – 6:00 pm each day
▪ Central Avenue, Ohio Street to Indiana Street

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. 7a.

CITY OF WICHITA
City Council Meeting
May 15, 2007

Agenda Report No. 07-0456

TO: Mayor and City Council
SUBJECT: Edgemoor Park Skatepark (District II)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendation: Approve the contract.

Background: On October 17, 2006, City Council approved the initiation of the 2007 Park Capital Improvement Program (CIP) general obligation funding for the renovation of park facilities. Since that time, the Park Department has developed a Request for Proposal (RFP) to select companies that are best qualified to provide a design-build skatepark at Edgemoor Park. The department has been planning to build a skatepark at Edgemoor Park for ten years.

Analysis: On February 23, 2007 the City received proposals from two companies. The Staff Screening Selection Committee (SSSC) met on April 11, 2007 to observe both firm's presentations. The SSSC selected the firm of American Ramp Company based on the specific merits of their proposal that related to park history, submitted sample design, number of skate elements and willingness to involve the community in the final design.

Financial Considerations: The 2007 Park CIP includes \$400,000 for the renovation of park facilities. The funding source is general obligation bonds. The anticipated cost of the design-build is \$160,422.66

Goal Impact: This addition/improvement in the Edgemoor Park will help to support a dynamic core area and vibrant neighborhood in addition to improving the quality of life for citizens and participants.

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

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

REVISED TO ADD CORRECT DOCUMENT

Agenda Item No. 8a.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0458

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Northgate Addition (north of 53rd Street North, west of Meridian) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the storm water drainage improvements in Northgate Addition on October 24, 2006.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of storm water drainage in Northgate Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$40,900 and will be paid by special assessments.

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

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

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

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

NORTHGATE ADDITION

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

WITNESSETH: That

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 307 serving Lots 1 through 60, Block A; Lots 1 through 92, Block B; Lots 1 through 71, Block C; Lots 1 through 42, Block D, Northgate Addition and Unplatted Tract "B" (north of 53rd Street North, west of Meridian) (Project No. 468 84253).

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 Northgate 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. 468 84253 **\$40,900.00**

- 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.
- 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:

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. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

Plan Development for the drainage improvements by June 18, 2007

Agenda Item No. 8b.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0459

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Cheryl's Hollow 2nd 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, sanitary sewer and paving improvements in Cheryl's Hollow 2nd Addition on April 3, 2007.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. (R&B) provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Cheryl's Hollow 2nd Addition. Per Administrative Regulation 1.10, staff recommends that R&B 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 R&B will be on a lump sum basis of \$48,100 and will be paid by special assessments.

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

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

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

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

CHERYL'S HOLLOW 2ND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90290 serving Lots 1 through 7, Block 1; Lots 1 through 13, Block 2; Lots 7 through 10, Block 5; Lots 1 through 19, Block 6; Lots 1 through 12, Block 7; Lots 10 through 17, Block 8, Cheryl's Hollow 2nd Addition (north of 13th, west of 135th Street West) (Project No. 448 90290).

LATERAL 14, MAIN 4, NORTHWEST INTERCEPTOR SEWER serving Lots 7 through 12, Block 5; Lots 1 through 19, Block 6; Lots 1 through 12, Block 7; Lots 10 through 25, Block 8, Cheryl's Hollow 2nd Addition (north of 13th, west of 135th Street West) (Project No. 468 84343).

KENTUCKY LANE from the north line of 13th Street North to the north line of (Lot 13, Block 2); PRICE from the west line of Cheryl's Hollow 2nd Addition to the east line of Kentucky Lane; HUNTERS VIEW from the east line of Kentucky Lane to the east line of (Lot 1, Block 7); AUTUMN RIDGE from the east line of Kentucky Lane to the west line of Thoroughbred; THOROUGHbred, from the north line of Hunters View to the north line of

(Lot 7, Block 5); and THOROUGHbred COURT from the west line Thoroughbred to and including cul-de-sac (Lots 14 – 19, Block 6), Cheryl's Hollow 2nd Addition (north of 13th, west of 135th Street West) (Project No. 472 84544).

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

II. SCOPE OF SERVICES

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

II. IN ADDITION, THE ENGINEER AGREES

- L. 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).
- M. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.

- U. 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.
- V. 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:

- G. 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.
- H. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- I. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- J. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- K. 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.
- L. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

VI. PAYMENT PROVISIONS

C. 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 90290	\$ <u>7,400.00</u>
Project No. 468 84343	\$ <u>10,700.00</u>
Project No. 472 84544	\$ <u>30,000.00</u>
TOTAL	\$48,100.00

D. 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:

5. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
6. Additional design services not covered by the scope of this agreement.
7. Construction staking, material testing, inspection and administration related to the PROJECT.
8. 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.

VII. THE PARTIES HERETO MUTUALLY AGREE:

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

- O. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- P. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, 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:

B. 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.

4. 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.
5. 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.
6. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
7. 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.
8. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor

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

11. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
12. 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.
13. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
14. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
15. 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 8/1/07 (Project No. 448 90290).
 - b. Plan Development for the sewer improvements by 8/1/07 (Project No. 468 84343).
 - c. Plan Development for the paving improvements by 8/1/07 (Project No. 472 84544).

Agenda Item No. 10.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0460

TO: Mayor and City Council

SUBJECT: Purchase of Digital Dictation System Upgrade and Maintenance Agreement

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the purchase of an upgrade to the digital dictation system and maintenance agreement and authorize necessary signatures

Background: The Police Department has recorded narrative reports from Police Officers for a number of years. The cassette-based tape equipment for recording the officer's reports was used for 18 years when it could no longer be repaired or kept serviceable. The new digital technology had already become the standard in 1999 when the Records Bureau solicited for a digital dictation system. From the products and companies that responded to the RFP it was found that the Digital Voice Incorporated (DVI) product from Voice Products, Inc. in Wichita was by far the most robust. DVI provided a stand-alone system that did not open criminal files to vendors and was fully supported in Wichita. Since the system was purchased the Police Department has now reached a point where the transcriptionists' phone instruments are failing and the telephone interface is no longer available. Failure of this interface circuit card would prevent any additional input of reports to the system. The Dolbey Company has purchased the DVI software company and other digital recording companies improving the product in the last few years. The new upgrade Fusion product is fully compatible with the Police Departments existing proprietary system files and allows a major enhancement without any conversion expense. The Police Records Bureau also can continue to use the current city networked transcriptionists' computers. The system is still maintained by the local vendor Voice Products Inc.

Analysis: Since Voice Products, Inc. was originally selected and has provided outstanding support of the system software and hardware. This purchase is an "evergreen" upgrade to the software. As long as the service contract is maintained all new software upgrades or even new product replacement will be provided at no additional cost. The vendor selected for assisting with some transcription of backlog has recently purchased the Fusion product because they also have found it to be an outstanding product. Time and effort savings could be gained with the improved dictation system and its ability to interface with that transcription vendor. The purchase includes \$41,672.50 for the server and software and \$38,413.21 for a five-year service contract to save on yearly price increases all funded by the grant.

Financial Considerations: The Wichita Police Department will fund the purchase with grant funding, it is estimated the total project will cost \$80,086.

Goal Impact: Safe and secure community, this automated process will make the Wichita Police Department, Municipal Court and Prosecutor's Office more efficient.

Legal Considerations: None.

Recommendations/Actions: It is recommended the City Council approve Purchasing issuing a purchase order to Voice Products Incorporated and authorize the necessary signatures.

Agenda Item No. 11.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0461

TO: Mayor and City Council

SUBJECT: Repair of Gate Actuators – Cheney Reservoir

INITIATED BY: Wichita Water Utilities

AGENDA: Consent

Recommendation: Approve the modification to the Capital Improvement Program for replacement of valve actuators at the Municipal Outlet Works at Cheney Reservoir.

Background: Cheney Reservoir, constructed in 1965, is a major component of the City's water supply. It generally provides 60-to-70 percent of the water used by the City.

Analysis: One of the facilities at the reservoir is the Municipal Outlet Works. This facility allows the City to divert water from the reservoir to the pump station, which then pumps the City's water to the water treatment plant. During recent inspections by the Bureau of Reclamation, it was noted that the valve actuators used to open and close the four valves on the Municipal Outlet Works are bent, not operating properly and need to be replaced. The replacement work will be scheduled during nonpeak water use periods.

Financial Considerations: As part of the 2006 adopted budget, City Council approved replacing the valve actuators at a cost of \$106,400. Actual cost to replace them, however, is significantly higher than anticipated, and additional funds for the replacement are not available in the current operating budget. The estimated cost to replace the actuators is \$170,000. Monies currently in the operations budget need to be reallocated to the capital budget. Funds for the project will come from Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This action will ensure efficient infrastructure by providing reliable, compliant and secure utilities. The project assures adequate water supplies now and in the future, and is a critical component of the City's infrastructure.

Legal Considerations: City Council authorization is required to modify the Capital Improvement Program.

Recommendations/Actions: It is recommended that the City Council: 1) approve the modification to the

CIP; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachments: Resolution

OCA: 633793

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL

AMOUNT WHICH SHALL NOT EXCEED \$170,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 07-_____, duly adopted _____, 2007, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water & Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, valve actuators at Cheney Reservoir (W-1402) (called the "Project"). The total costs of the Project are estimated to be one hundred seventy thousand dollars (\$170,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$170,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$170,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, valve actuators at Cheney Reservoir (W-1402) (the "Project"). The total costs of the Project are estimated to be one hundred seventy thousand dollars (\$170,000) in 2007 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one hundred seventy thousand dollars (\$170,000) in 2007 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the

electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2007.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

Agenda Item No. 12.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No.07-0462

TO: Mayor and City Council Members
SUBJECT: Old Town Boardwalk Project (District VI)
INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendations: Approve the project.

Background: A part of the infrastructure that was constructed for the development of Old Town as an entertainment district is a system of elevated pedestrian wooden boardwalks. Due to normal wear and the effect of weathering, the boardwalk wood deck is in need of replacement. Gaps between the boards have widened and have the potential to create trip hazards. The Old Town Association has expressed its support of the project.

Analysis: The existing wood deck boards will be replaced with a manufactured product that is much more resistant to weather than natural wood. In some areas, the supporting structure will need to be reconstructed. Construction is planned to begin this spring.

Financial Considerations: The estimated project cost is \$160,000 with the total paid by the Old Town Tax Increment Financing District.

Goal Impact: This project addresses the Efficient Infrastructure and Core Area goals by improving pedestrian travel in the Old Town Area.

Legal Considerations: The project will mitigate possible future liability by preventing trip hazards.

Recommendation/Actions: It is recommended that the City Council approve the Project.

Attachments: None

Agenda Item No.13.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0463

TO: Mayor and City Council

SUBJECT: Grant with the Kansas Department of Transportation (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Apply for grant and authorize the Mayor to execute the contract with the Kansas Department of Transportation (KDOT).

Background: On May 10, 1999, Governor Bill Graves signed into law House Bill 2071, which provides for a new state Comprehensive Transportation Program (CTP). The CTP provides funding to address highway, shortline railroad, aviation, and public transportation needs over the next ten years.

Under the provision of the CTP, the City of Wichita has been allotted \$1,085,375 for FY 2008 (July 1, 2007 through June 30, 2008), which may be used for capital or operating expenditures.

The KDOT grant application process requires official action by the governing body authorizing the filing of grant applications, execution of approved grants, and receiving funds to administer the grant's program. The purpose of this action is to authorize the City of Wichita - Wichita Transit to file for eligible state funds in support of the City's transit services for capital purchases and operations. This action is similar to what the City filed for KDOT's FY 2007 funds last year.

A public hearing was held on May 10, 2007 at the Transit Operations Center to solicit public comment.

Analysis: The grant will provide for continued KDOT-funded service enhancements, including enhanced midday fixed route operations, purchase of associated fuels, transit security program, and ADA paratransit support.

Goal Impact: Funding from this grant will support transit's role in providing for an efficient and effective infrastructure, as well as quality of life objectives.

Financial Considerations: The \$1,085,375 funds are 100% grant supported and requires no matching funds. There are no City funds involved in this project.

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 filing for the grant with KDOT and authorize the Mayor to execute the contract.

Agenda Item No. 14.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0464

TO: Mayor and Council Members

SUBJECT: 2007-2009 Fraternal Order of Police Agreement

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the proposed 2007-2009 Memorandum of Agreement between the City and Fraternal Order of Police (FOP) Lodge #5.

Background: The City Negotiator and the FOP Lodge #5 have reached an agreement on a Memorandum of Agreement for 2007-2009. The union membership has ratified the agreement.

Analysis: The agreement will be in effect for the period of December 16, 2006 through December 25, 2009, and will provide a 4% annual cost of living adjustments for FOP members for 2007, 2008 and 2009. The increase for 2007 will be provided retroactively to December 16, 2006. The top wage for Police Sergeants will be adjusted by 2.5% each year of the contract.

Other financial terms of the contact include:

- a \$120 increase in the annual educational pay allowance (from \$1,200 to \$1,320);
- a 20 cent increase (from 55 to 75 cents) in shift differential;
- a \$50 increase in clothing allowance in each year of the contact (from the current \$500 to \$650 in 2009);
- an increase of \$120 in annual specialty pay (from \$1,200 to \$1,320) ;
- and a new \$100 annual fitness bonus for qualified officers.

A revised salary ordinance including the terms of the agreement will be presented to City Council approval at a later date.

Financial Considerations: The agreement will cost a total of \$14.5 million over the three-year term. Of this amount, \$8 million is currently budgeted. Staff will return at a later date with recommendations for the 2007, 2008, and 2009 budgets to accommodate the remaining \$6.5 million.

Goal Area Impact: This agreement affects the Safe and Secure Community Goal.

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

Recommendation/Action: Approve the proposed 2007-2009 Memorandum of Agreement between the City and Fraternal Order of Police (FOP) Lodge #5.

Agenda Item No. 14a.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0457

TO: Mayor and City Council

SUBJECT: 2007 KDHE Illegal Dumping Program
All Districts

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendations: Approve the resolution.

Background: The Kansas Department of Health and Environment (KDHE) has a formal cost-sharing cleanup program for Kansas municipalities with identified properties or areas of illegal dumping. Environmental Services (ES) and Public Works used this program once a couple of years ago to cleanup a property for the expansion of the Central Maintenance Facility. KDHE provided funding of up to \$10,000 for the site cleanup and in return, the City provided a 25% funding match using its own labor. The City was recently informed that this cost sharing program is available to be used on private properties as well as municipal properties.

Analysis: This program has been used before with successful results and will provide an additional funding source for cleanup of properties identified by the City of Wichita and approved by KDHE. KDHE has worked with Environmental Services to establish a process to use this program. This resource will extend funds for cleanup of illegal dumps and properties that need priority attention. The City code currently requires owners of properties to cleanup trash, junk, debris, and tree waste whether or not the material was placed on the property by the owner. KDHE can also provide surveillance services in areas where there is repeated illegal dumping.

The process requires the completion of a KDHE application form along with a site inspection by a KDHE representative to determine program qualification. KDHE will issue a contract for each approved site. The municipality must not commit cleanup funds or commence property cleanup until KDHE has formally approved a property, accepted it into the KDHE Illegal Dumping Program, and the municipality has entered into a program contract with KDHE.

Environmental Services has requested KDHE to evaluate several sites. Each site requires an application with site descriptions, site photographs and cost estimates for cleanup. A cost estimate for each site has been prepared through the normal abatement estimating process with currently approved vendors. Over the last month, KDHE has inspected and approved two sites and provided the City with contracts for reimbursement.

Goal Impact: This project supports the goal of Core Area and Vibrant Neighborhoods by continuing cleanup and abatement for properties that are detrimental to Wichita neighborhoods.

Financial Considerations: This action will provide additional funding for property cleanup identified and approved by KDHE. KDHE's program requires a 25% in kind match (cash, labor, and/or materials) in return for providing cleanup reimbursement funds up to \$10,000 per project. The resolution will allow

the City Manager to sign all KDHE contracts for reimbursement of funds up to \$10,000 for each property. Two approved contracts are also provided for Council review.

Legal Considerations: The Law Department prepared the attached resolution and reviewed and approved the contracts as to form.

Recommendation/Actions: It is recommended that the Council approve the resolution.

(First Published in The Wichita Eagle on _____)

RESOLUTION NO. _____

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING CONTRACTS WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE CLEAN UP OF ILLEGAL DUMP SITES.

WHEREAS, the City of Wichita, Kansas, recognizes that the health, safety and welfare of its citizens are affected by illegal dumping within the city.

WHEREAS, the City desires to enter into contractual agreements with the Kansas Department of Health and Environment (KDHE) pursuant to K.S.A. 65-3415 to obtain assistance from KDHE for the clean up illegal dumpsites.

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

1. The City Manager is hereby authorized to approve contracts between the City of Wichita and the Kansas Department of Health and Environment for amounts not to exceed \$10,000 per site for the cleanup of illegal dump sites.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
City Attorney

CONTRACT
between
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
And

City of Wichita

SUBJECT: Corrective action at Illegal Dump Site #1

DIVISION: Bureau of Waste Management

CONTRACT

PERIOD: April 24, 2007 to Until Completed

AMOUNT: Estimated \$6,500.00 not to exceed \$10,000.00

This agreement between the Kansas Department of Health and Environment (hereinafter KDHE) and City of Wichita takes effect upon signature of the Secretary of the Kansas Department of Health and Environment.

The relevant property with a legal or parcel description of: NW ¼ of SE ¼ of Sec. 26, T27S, R1W; is an illegal solid waste dumping area pursuant to K.S.A. 65-3415(a). Public used this area as an illegal solid waste dumping site. The property is currently owned by City of Wichita. City of Wichita has agreed to administer the contract.

K.S.A. 65-3415a(c)(12) authorizes the secretary of KDHE to pay for seventy-five percent (75%) up to a maximum of ten thousand dollars (\$10,000) of the costs of removal and disposal or stabilization of solid waste from the site of illegal dumping activity, if the city or county of jurisdiction consents.

K.S.A. 65-3415a(d) requires that the person(s) responsible for the illegal solid waste dumping activity at the subject site, whose failure to comply with the solid waste act, rules and regulations or permit conditions resulted in the determination that expenditures from the solid waste fund are necessary, are responsible for repayment of those funds. The secretary shall, in his discretion, take the appropriate action to recover those funds.

The secretary has determined that the above site is an illegal solid waste dumping site which requires authorized corrective action, and also that the person(s) responsible for the illegal dumping activity is/are either unknown, unable or unwilling to pay for the cost of corrective action.

City of Wichita wishes to enter into an agreement to perform corrective action at the above illegal solid waste dumping site.

The secretary has determined that it is most cost effective for City of Wichita to perform or contract for performance of the tasks necessary to take correction action at the site.

In consideration of the foregoing and the representations and obligations undertaken herein and intending to be legally bound, the parties hereto agree as follows:

I. The KDHE shall:

- (1) Provide reimbursement to City of Wichita for 75% of their actual cost of corrective action not to exceed \$10,000.
- (2) Agree that City of Wichita may utilize the labor cost of its employees and cost of use of appropriate equipment in the calculation of its total cost of corrective action, subject to review and approval by KDHE.
- (3) Advance 25% of \$6,500.00 or \$1,625.00 of the estimated contract amount upon execution of the contract.
- (4) Reimburse the remainder of the actual cost contract amount upon completion of the project as verified by receipt of Certified Expenditure Affidavits supported by evidence of expenditure, if KDHE approves the evidence of expenditure as appropriate. No reimbursements will be processed until the advanced contract amount is expended.
- (5) Review all requests and contracts submitted by City of Wichita for approval by KDHE within thirty days of receipt by KDHE.
- (6) Provide technical assistance to City of Wichita for project execution and administration.

II. City of Wichita :

- (1) Shall submit a work plan to KDHE for approval prior to initial distribution of funds.
- (2) Shall submit Certified Expenditure Affidavits and a final affidavit supported by evidence of expenditures upon completion of the project and a final affidavit. The final affidavit shall be received by KDHE no later than 30 days after completion of the project. Complete, accurate documentation and current accounting of all funds received and expended shall be maintained to provide an audit trail to source documentation.
- (3) Agrees that no capital equipment will be purchased with the funds provided by KDHE. No matching funds will be reimbursed to City of Wichita for the purchase of any capital equipment.
- (4) Submit all contracts over \$500 for approval by KDHE. KDHE recommends that City of Wichita use competitive bid procedures for purchases over \$500, however, City of Wichita may follow the same policies and procedures utilized for procurements obtained in the normal course of business.

- (5) Afford access, upon written request, to the secretary of KDHE or the secretary's authorized representative, or Kansas Legislative Post Audit to any documents and other records necessary to certify compliance with Kansas statutes, regulations, and appropriation requirements.
- (6) Complete the project as specified in the approved work plan.
- (7) Submit a final report to KDHE detailing the work accomplished in implementing the work plan.
- (8) Obtain all necessary site access agreements. Documentation of any such agreements shall be submitted to KDHE with the final report or upon request of KDHE.
- (9) Provide additional funds or resources, over the contract amount, as necessary, for completion of the project.
- (10) City of Wichita shall submit to KDHE a copy of the resolution adopting this agreement. Upon submission, the resolution shall be incorporated into this agreement as Exhibit A.

III. The parties mutually agree that:

- (1) Failure to submit an acceptable work plan shall render this contract void.
- (2) The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to the agreement, are hereby incorporated into this contract and are made a part hereof.
- (3) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.
- (4) This contract shall terminate upon City of Wichita receipt of written notice from KDHE that the City of Wichita has demonstrated that the items set forth in the work plan were satisfactorily completed.
- (5) Nothing in this agreement shall be considered an admission of any fact or an acknowledgment of any liability; and, nothing herein shall be binding or have any effect on the position of the parties on any other agreements which may be negotiated between them.
- (6) KDHE shall not be responsible for any injury or damage to persons or property caused by the negligent acts or omissions of its officers, employees, agents, successors, assigns, contractors, or any other person acting on behalf of KDHE or those of City of Wichita, its officers, employees, agents, successors,

assigns, contractors, or any other person acting on behalf of City of Wichita in carrying out any activities pursuant to the terms of this agreement.

(7) KDHE shall not be responsible for any payments for site access or crop damage.

(8) By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind the parties to its terms.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated below.

BY: _____

Date: _____

PRINTED NAME

TITLE

ORGANIZATION:

Roderick L. Bremby, Secretary
Kansas Department of Health
and Environment

Date

CONTRACT
between
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
And

City of Wichita

SUBJECT: Corrective action at Illegal Dump Site #2

DIVISION: Bureau of Waste Management

CONTRACT

PERIOD: April 24, 2007 to Until Completed

AMOUNT: Estimated \$2,500.00 not to exceed \$10,000.00

This agreement between the Kansas Department of Health and Environment (hereinafter KDHE) and City of Wichita takes effect upon signature of the Secretary of the Kansas Department of Health and Environment.

The relevant property with an address of: 546 North Madison; is an illegal solid waste dumping area pursuant to K.S.A. 65-3415(a). Public used this area as an illegal solid waste dumping site. The property is currently owned by Chester and Janet L. Goudeau. City of Wichita has agreed to administer the contract.

K.S.A. 65-3415a(c)(12) authorizes the secretary of KDHE to pay for seventy-five percent (75%) up to a maximum of ten thousand dollars (\$10,000) of the costs of removal and disposal or stabilization of solid waste from the site of illegal dumping activity, if the city or county of jurisdiction consents.

K.S.A. 65-3415a(d) requires that the person(s) responsible for the illegal solid waste dumping activity at the subject site, whose failure to comply with the solid waste act, rules and regulations or permit conditions resulted in the determination that expenditures from the solid waste fund are necessary, are responsible for repayment of those funds. The secretary shall, in his discretion, take the appropriate action to recover those funds.

The secretary has determined that the above site is an illegal solid waste dumping site which requires authorized corrective action, and also that the person(s) responsible for the illegal dumping activity is/are either unknown, unable or unwilling to pay for the cost of corrective action.

City of Wichita wishes to enter into an agreement to perform corrective action at the above illegal solid waste dumping site.

The secretary has determined that it is most cost effective for City of Wichita to perform or contract for performance of the tasks necessary to take correction action at the site.

In consideration of the foregoing and the representations and obligations undertaken herein and intending to be legally bound, the parties hereto agree as follows:

I. The KDHE shall:

- (1) Provide reimbursement to City of Wichita for 75% of their actual cost of corrective action not to exceed \$10,000.
- (2) Agree that City of Wichita may utilize the labor cost of its employees and cost of use of appropriate equipment in the calculation of its total cost of corrective action, subject to review and approval by KDHE.
- (3) Advance 25% of \$2,500.00 or \$625.00 of the estimated contract amount upon execution of the contract.
- (4) Reimburse the remainder of the actual cost contract amount upon completion of the project as verified by receipt of Certified Expenditure Affidavits supported by evidence of expenditure, if KDHE approves the evidence of expenditure as appropriate. No reimbursements will be processed until the advanced contract amount is expended.
- (5) Review all requests and contracts submitted by City of Wichita for approval by KDHE within thirty days of receipt by KDHE.
- (6) Provide technical assistance to City of Wichita for project execution and administration.

II. City of Wichita :

- (1) Shall submit a work plan to KDHE for approval prior to initial distribution of funds.
- (2) Shall submit Certified Expenditure Affidavits and a final affidavit supported by evidence of expenditures upon completion of the project and a final affidavit. The final affidavit shall be received by KDHE no later than 30 days after completion of the project. Complete, accurate documentation and current accounting of all funds received and expended shall be maintained to provide an audit trail to source documentation.
- (3) Agrees that no capital equipment will be purchased with the funds provided by KDHE. No matching funds will be reimbursed to City of Wichita for the purchase of any capital equipment.
- (4) Submit all contracts over \$500 for approval by KDHE. KDHE recommends that City of Wichita use competitive bid procedures for purchases over \$500, however, City of Wichita may follow the same policies and procedures utilized for procurements obtained in the normal course of business.

- (5) Afford access, upon written request, to the secretary of KDHE or the secretary's authorized representative, or Kansas Legislative Post Audit to any documents and other records necessary to certify compliance with Kansas statutes, regulations, and appropriation requirements.
- (6) Complete the project as specified in the approved work plan.
- (7) Submit a final report to KDHE detailing the work accomplished in implementing the work plan.
- (8) Obtain all necessary site access agreements. Documentation of any such agreements shall be submitted to KDHE with the final report or upon request of KDHE.
- (9) Provide additional funds or resources, over the contract amount, as necessary, for completion of the project.
- (10) City of Wichita shall submit to KDHE a copy of the resolution adopting this agreement. Upon submission, the resolution shall be incorporated into this agreement as Exhibit A.

III. The parties mutually agree that:

- (1) Failure to submit an acceptable work plan shall render this contract void.
- (2) The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to the agreement, are hereby incorporated into this contract and are made a part hereof.
- (3) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.
- (4) This contract shall terminate upon City of Wichita receipt of written notice from KDHE that the City of Wichita has demonstrated that the items set forth in the work plan were satisfactorily completed.
- (5) Nothing in this agreement shall be considered an admission of any fact or an acknowledgment of any liability; and, nothing herein shall be binding or have any effect on the position of the parties on any other agreements which may be negotiated between them.
- (6) KDHE shall not be responsible for any injury or damage to persons or property caused by the negligent acts or omissions of its officers, employees, agents, successors, assigns, contractors, or any other person acting on behalf of KDHE or those of City of Wichita, its officers, employees, agents, successors,

assigns, contractors, or any other person acting on behalf of City of Wichita in carrying out any activities pursuant to the terms of this agreement.

(7) KDHE shall not be responsible for any payments for site access or crop damage.

(8) By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind the parties to its terms.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated below.

BY: _____

Date: _____

PRINTED NAME

TITLE

ORGANIZATION:

Roderick L. Bremby, Secretary
Kansas Department of Health
and Environment

Date

Agenda Item No. 16.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0239b.

TO: Mayor and Members of the City Council

SUBJECT: Public Hearing; Request for Resolution of Support for Application for Low-Income Housing Tax Credits, Inwood Crossings Apartments (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Unfinished Business

Recommendation: Adopt the resolution, approve the letter of intent.

Background: The City has received a request from LDG Development (LDG), of Louisville, Kentucky, for a City Council resolution of support for its application for 4% Low-Income Housing Tax Credits in connection with the development of the Inwood Crossings Apartments. (The State of Kansas requires developers/owners to obtain a Resolution of Support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.) The developers are also requesting a letter of intent to issue qualified residential housing revenue bonds in an amount not-to-exceed \$22,000,000.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board. The policy also requires a review by the Housing Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) review the project for design appropriateness, and consistency with applicable neighborhood plans and zoning. Once the project is reviewed by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application and, in this case, issuance of the letter of intent for the housing revenue bonds.

Analysis: The project proposed by LDG Development, will be known as the Inwood Crossings Apartments, to be located on a currently vacant tract of land near Inwood and 35th Street North. Based on the information provided by the developer, the apartment complex will provide 260 apartments, including 40 one-bedroom units, 90 two-bedroom units, 100 three-bedroom units, and 30 four-bedroom units. Rents, net of utility allowances, for the units assisted through the Housing Tax Credit program are estimated to be \$700 for two-bedroom units, \$820 for three-bedroom units, and \$925 for four-bedroom units.

The City's Low Income Housing Tax Credit Policy requires a set-aside of 20% of the units for market-rate tenants. Therefore, the resolution of support, if adopted, can only apply to 208 units, with 52 units considered to be available for market-rate tenants. Rent amounts for the market-rate units are estimated to be \$650 for the one-bedroom units, \$988 for the two-bedroom units, and \$1,000 for the three-bedroom units. There will be no four-bedroom units offered to market-rate tenants.

Amenities to be provided include a large clubhouse with a fitness center and business center, a large swimming pool and patio area, a playground area with equipment, and cookout areas with picnic tables.

The City's Planning Department has provided comment regarding the proposed project, with respect to zoning compliance and design. The site is considered to be "split-zoned", as the zoning designation for the north 8 acres is MF-18, and the zoning designation for the south 14 acres is MF-29. The total number of units proposed will be acceptable, as long as no more than 140 units are constructed on the portion of the site zoned MF-18. It will be necessary for traffic engineering to review access/driveway locations when the final site plan is developed and submitted for plan review, as there are streets that intersect from the west. Planning further notes that there are platted building setbacks along 34th and Inwood, and that proper vacations would be required to encroach a platted setback. Easements along the east side of the property must be observed. The height of the buildings may not exceed 45 feet, and parking spaces located within 150 feet of the street will require screening.

The Office of Central Inspection recommends additional "berming" and landscaping, over and above the landscape code requirements, and further recommends that the building setback be increased from 25 feet to 35 feet.

The project has been reviewed by the Housing and Community Services Department, and has received recommendation for adoption of the resolution of support from the DAB and the HAB. The District I Advisory Board approved a recommendation for adoption of the resolution of support by a 9-0 vote, and the Housing Advisory Board approved recommendation for adoption of the resolution of support by a 6-0 vote. The DCC has also approved recommendation of adoption of the resolution.

The resolution of support does not constitute final plan or design approval. If the project is awarded tax credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's LIHTC Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned. The resolution document also specifies the developer's income targeting proposal as a condition of City Council support.

Under federal law, a developer must use tax-exempt bonds to finance a multi-family housing project in order to qualify for 4% low income housing tax credits. The City's economic development incentive policy allows the issuance of bonds for this purpose, provided that the property shall not receive property tax abatements. Property purchased with bond proceeds, such as construction materials and furnishings, is eligible for sales tax exemption, with authorization of the City Council. The developer has agreed to comply with the City's letter of intent conditions for the issuance of the housing revenue bonds.

Financial Considerations: The total project cost is estimated to be approximately \$29,704,000. The applicant intends to finance the project utilizing funding from the sale of 4% housing tax credits, and partial deferral of the developer fee. The 4% housing tax credits do not involve a competitive application process, but require the issuance of tax-exempt qualified residential housing revenue bonds for the debt-financed portion of the project, which is expected to be approximately \$22,000,000. The developer agrees to pay all of the City's costs associated with the issuance of the bonds and to pay the City's \$2,500 annual administrative service fee.

Goal Impact: The proposed project contributes to the goal of Economic Vitality and Affordable Living.

Legal Considerations: In accordance with City Council Resolution No. R-95-479, LDG has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. City Council Resolution No. R-95-479 also requires

that the City Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the LDG application for Low-Income Housing Tax Credits subject to all local building and zoning codes, ordinances, design recommendations provided by the Planning Department and the Office of Central Inspection, and any additional design review requirements, and subject to the conditions specified in the resolution document; approve the issuance of a letter of intent to issue the qualified residential housing revenue bonds in the amount not to exceed \$22,000,000 and application for a sales tax exemption certificate; and authorize the necessary signatures.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by LDG Development, LLC, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1 and N/2 vac 34th St. lying between intersect of Inwood St; thence East to the West line Comotara Power Center 2nd Addition, except that part platted as Comotara Power Center Addition, Block 1, Killarney Plaza Second Addition to Wichita, Sedgwick County, Kansas

AND

Lot 2, except that part platted as Comotara Power Center Addition, Block 1, Killarney Plaza Second Addition to Wichita, Sedgwick County, Kansas

AND

Lot 1 and S/2 vac 34th St lying between intersect of Inwood St; thence East to West line Comotara Power Center 2nd Addition, except that part lying East of line 1100' West of West line of Rock Rd, Block 2, Killarney Plaza Second Addition to Wichita, Sedgwick County, Kansas

Also known as:

Lots 1 and 2, Block 1, Killarney Plaza 2nd Addition to Wichita, Sedgwick County, Kansas, and

Lot 1, Block 2, Killarney Plaza 2nd Addition to Wichita, Sedgwick county, Kansas, Except that portion of Lot 1 lying East of a line which is 1,100' West of the West line of the Rock Road right-of-way.

WHEREAS, this housing development's initial phase will contain a maximum of 260 residential apartments units; and

WHEREAS, the future second phase of tax credit housing, if any, will be 50 units or less, limited to senior living residential units and subject to council approval; and

WHEREAS, this housing development will be a Class A affordable housing development; and,

WHEREAS, the development will have certain architectural features including hip roofs, covered/enclosed unheated stairwells, architectural features on front and rear elevations to create shadows and texture, use of brick and/or stone facade on the front elevation as accent, and use of earth tone colors with two primary colors; and

WHEREAS, this resolution establishing support for the aforesaid housing development shall be limited to a total of 208 units to be subsidized through the Low-Income Housing Tax Credit (LIHTC) Program; and

WHEREAS, this resolution of support is conditional upon the developer's income targeting proposal of 60% or less of area median income for the Wichita HMFA, applicable to 100% of the LIHTC designated units; and

WHEREAS, the developer must obtain approval from the City Council of the City of Wichita in the event that the 60% or less of area median income targeting proposal is altered in any way to provide for a LIHTC rent structure affordable to households of a lesser maximum household income range, at any point in the future; and

WHEREAS, this resolution of support is conditioned upon the representation of the developer that the rental rates in the area for market-rate units are estimated to be \$650 for one-bedroom units, \$775 for two-bedroom units, \$1,000 for three-bedroom-den-units, and \$1,000 for four-bedroom units. The developers intend to keep the development competitively equivalent to the afore-mentioned market rates. The market rental rates are used to establish the targeted rental rates for the tax credit housing units for the term for which such tax credits are applicable (Federal 15 year term) or industrial revenue bonds are outstanding on such property (such actual minimum market-rates being the rental rates upon which the assisted rental rates are based at the time of application of the tax credit policy to determine LIHTC rent structure); and

WHEREAS, the developer has represented that the property will be well-maintained and of an up-scale nature as generally understood in the community and have the following amenities: Clubhouse with sufficient area that includes a fitness room, business center and a workstation with amenities for a community police officer, swimming pool with patio area, a playground area with equipment, cookout areas with picnic tables, secured entrances/exits, and "in-unit" washer and dryer hook-ups; and

WHEREAS, the developer has represented that the property will be constructed and maintained in accordance with the building, landscaping, and zoning codes and the LIHTC Policy design guidelines of the City of Wichita, and will further have such additional berming, 35 foot setback along Inwood, and landscaping requirements as have been recommended by Office of Central Inspection during review by that office and other City department and boards; and

WHEREAS, this resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Low Income Housing Tax Credit Policy design requirements. The Metropolitan Area Planning Department and the Office of Central Inspection will be required to submit building plans to the applicable City Council member for further review consistent with this resolution, at the discretion of the applicable City Council member, prior to the issuance of a building permit.

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

That we support and approve the development of the aforesaid housing in our

community, subject to city ordinances and the building permit process. This Resolution is effective until May __, 2008. In the event that any of the representations or characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this ____ day of May 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 17.

CITY OF WICHITA
City Council Meeting
May 15, 2007

Agenda Report No. 07-0465

TO: Mayor and City Council

SUBJECT: Appeal of Decision Made by the Community Events Committee and Filed by Les Eck for Wakefest. (Districts I and IV)

INITIATED BY: City Manager's Office
Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the emergency ordinance on first reading or uphold the decision of Community Events Committee.

Background: Les Eck, a local business leader, is in support of the Alf Nucifora report (2000) that sited the need for "more community-wide special events to be held in the downtown core area." Mr. Eck is also in support of the visioning document that calls for more events to be held on the "river," and is promoting a special event known as a "Wakefest" to be held on the Arkansas River. Mr. Eck has requested and received permission to close a number of streets for this event, however, his request to fence and charge admission at A. Price Woodard Park was denied. Mr. Eck is appealing this decision.

Analysis: Per ordinance 9.04.230, the City does not permit prohibiting, restricting or impeding access to public parks. Additionally, ordinance 9.04.060 prohibits solicitation of money from the general public on city park property. Read together, the city has consistently taken the position that the two ordinances do not allow the fencing of public parks for the purpose of charging admission to public parks. In order to allow Mr. Eck permission to fence and or charge admission, the City Council must approve a new ordinance that specifically allows A. Price Woodard Park to be fenced for specific special events and allow for the charging of admission for these specific special events.

Financial Considerations: None.

Goal Impact: Quality of Life will be improved through having this event at A. Price Woodard Park.

Legal Considerations: The Law Department has developed the required ordinance.

Recommendation/Action: Approve the ordinance on first reading or uphold the decision of the Community Events Committee.

Attachment: Appeal from Mr. Les Eck

RESOLUTION NO. _____

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS
APPROVING CLOSURE OF A PRICE WOODARD PARK FOR WAKEFEST EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. Further, such events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, the Wakefest event to be held June 8-10, 2007 will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed event conforms to regulations regarding the allowable number of participants for the park;

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

1. A Price Woodard Park shall be closed for the Wakefest Event June 8-10, 2007. The promoters of Wakefest will be allowed to fence and charge admission for entry into the park. Additionally, vendors will be allowed to sell merchandise within the park area during the event.

2. This resolution shall be effective upon publication of amendments to Sections 9.04.060 and 9.04.180 of the Code of the City of Wichita.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
City Attorney

Agenda Item No. 18.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0466

TO: Mayor and City Council

SUBJECT: Resolution Considering the Amendment of a Redevelopment Plan,
Broadway and 47th Street Redevelopment District (District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Adopt the Resolution stating the City is considering the amendment of the Project Plan for the Broadway and 47th Street Redevelopment District.

Background: On April 25, 2006, the City Council adopted an ordinance establishing a redevelopment district in the area of Broadway and 47th Street South, for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of constructing a commercial redevelopment project in that area. On March 20, 2007, the City Council approved of the TIF Project Plan. Since that time, changes to the scope of work, project schedule and costs have made it necessary to amend the TIF Project Plan and Development Agreement in order to proceed with the project. Amendment of TIF project plans requires holding a new public hearing at a time and place set by resolution by the City Council.

Analysis: The TIF Project Plan and Development Agreement approved by the City Council contain provisions for dealing with the remediation of environmental contamination, including a requirement for the developer to obtain a "no-further-action" letter from the Kansas Department of Health and Environment (KDHE) as a condition of starting construction of the Home Depot store. Further testing at the site has uncovered a sub-grade pool of "free product" (meaning in this case petroleum product). This discovery eliminated the possibility of getting a no-further-action letter from KDHE in advance of remediation. Instead, KDHE will issue a "comfort letter" to Home Depot that will allow the project to go forward. This change of circumstances will delay the issuance of TIF bonds beyond the date set forth in the development agreement for such action. Parties to the project wish to have the development agreement amended to reflect the new dates and environmental requirements.

The environmental situation has increased the development costs by approximately \$700,000. The developer has asked the City to increase the not-to-exceed amount of TIF funding by \$300,000. The developer will bear the balance of the costs. The TIF Project Plan and the

development agreement both limit the TIF funding at \$1,500,000 plus financing costs, so both would have to be amended to increase the cap.

Financial Considerations: The current TIF-bond financing structure calls for the issuance of “special obligation” bonds, which are secured solely by TIF revenues generated by the property within the TIF district. The proposed financing structure includes a minimum 120% coverage factor, meaning that annual TIF revenue is projected to be at least 20% higher than the annual debt service payments on the TIF bonds. Reimbursement for the \$300,000 added environmental costs would come from the coverage residual, if any, on a pay-as-you-go basis. The developer's entitlement to reimbursement would be secured by a subordinated note, to ensure that payment to bondholders would come first.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted and declining areas are needed to avoid economic stagnation.

Legal Considerations: The proposed increase in the not-to-exceed amount of TIF funding is of sufficient magnitude to require amendment of the TIF Project Plan. Under state law, TIF project plan amendments require public hearings, which must be set by resolution and published on two consecutive weeks in the City's official newspaper. The attached resolution, setting a public hearing for June 5, 2007, has been reviewed by the Department of Law and approved as to form.

Recommendation/Action: It is recommended that City Council adopt the resolution setting a public hearing on June 5, 2007 to consider amendments to the Broadway and 47th Redevelopment Project Plan, authorize the necessary signatures and direct the City Clerk to cause the resolution to be published on two consecutive weeks prior to the date set for the public hearing.

Attachment(s): Resolution Stating the City of Wichita is considering the amendment of the Project Plan for the Broadway and 47th Street Redevelopment District

Resolution No. _____

A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING THE AMENDMENT OF A REDEVELOPMENT PROJECT PLAN FOR THE BROADWAY AND 47TH REDEVELOPMENT DISTRICT.

WHEREAS, by Ordinance No. 47-017 passed April 25, 2006, and published April 27, 2006, the City of Wichita (the "City") established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"), known as the Broadway and 47th Street Redevelopment District (the "Redevelopment District"); and

WHEREAS, the boundaries of the Redevelopment District are set forth in Exhibit A attached hereto; and

WHEREAS, the City, by Resolution No. 06-123 adopted March 7, 2006, adopted a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, the City, proposes to undertake a Redevelopment Project within the Broadway and 47th Street Redevelopment District, consisting of a home improvement store, a multi-tenant shopping center, several out-parcel commercial buildings, and related public improvements as set out in the Redevelopment Project Plan; and

WHEREAS, in accordance with the provisions of the Act, a public hearing was held on March 20, 2007, on the Redevelopment Project Plan dated February 8, 2007 (the "Project Plan"); and

WHEREAS, the City, by Ordinance No. 47-450 passed on March 27, 2007, adopted the Project Plan for the Redevelopment Project; and

WHEREAS, a requested amendment to the Project Plan has been submitted to the City by Broadway 47, LLC to increase the amount of the Reimbursable Expenditures, as defined in the Project Plan, from \$1,500,000 to \$1,800,000, plus actual interest and financing costs; and

WHEREAS, any substantial change, as defined in the Act, to the Project Plan is subject to a public hearing following publication of notice thereof at least twice in the official City newspaper;

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

1. The City of Wichita is considering the amendment of the Project Plan for the Broadway and 47th Street Redevelopment District.
2. The City of Wichita will hold a public hearing to consider the amendment of the Project Plan on the 5th day of June, 2007, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.

3. The governing body will consider making findings and taking action necessary for the amendment of the Project Plan at the public hearing set to be heard herein.

4. A copy of the proposed amendment is available for inspection during the regular office hours in the office of the City Clerk, City Hall, 12th Floor, 455 N. Main, Wichita, Kansas.

5. This Resolution shall be published twice in the official City newspaper.

ADOPTED this ____ day of May, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

Agenda Item No. 19.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0467

TO: Mayor and City Council Members
SUBJECT: 2006 Comprehensive Annual Financial Report
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: File the report.

Background: Kansas state law requires an annual audit of all City accounts to be performed by an independent certified public accounting firm at least annually. The Comprehensive Annual Financial Report (CAFR) and the report on compliance are for the year ended December 31, 2006.

The 2006 CAFR also incorporates the specific requirements of the water and sewer revenue bond covenants, eliminating the necessity of a separate publication by the Water and Sewer Department.

Analysis: The City's Comprehensive Annual Financial Report is designed to provide information needed by interested parties to gain an understanding of the government's financial position, results of operations and cash flows. The independent certified public accounting firm of Allen, Gibbs & Houlik, L.C. issued their opinion that the general purpose financial statements present fairly, in all material respects, the financial position of the City as of December 31, 2006, and the results of its operations and the cash flows of its business-type activities and component unit in conformity with generally accepted accounting principles. The Wichita Public Building Commission is considered a component unit and has been appropriately reflected in the financial statements as part of the financial reporting entity.

The Government Finance Officer's Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Comprehensive Annual Financial Report for the year ended December 31, 2005. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR, with content that conforms to program standards. The 2005 award represents the 33rd consecutive year in which the City has earned this award. Staff believes that the 2006 CAFR continues to meet GFOA standards for certification and the City has applied for this recognition.

Financial Considerations: The 2006 CAFR reports the financial status of the City's funds as of December 31, 2006.

Goal Impact: The Internal Perspective is advanced with the 2006 Comprehensive Annual Financial Report, and the opinion and reports of the independent auditors, by fairly reporting the financial condition of the City to the City Council, the Citizens of Wichita, and to investors. In addition, the report demonstrates legal and budgetary compliance with applicable laws and ordinances for report year.

Legal Considerations: Kansas law requires an annual audit of City financial records by a certified public accounting firm (K.S.A. 75-1122) in accordance with the minimum standard audit program (K.S.A. 75-1123).

Recommendations/Actions: It is recommended that the City Council receive and file the 2006 Comprehensive Annual Financial Report and the Independent Accountants' report regarding internal control and compliance with administration of major federal programs for the year ended December 31, 2006.

Agenda Item No. 20.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0468

TO: Mayor and City Council
SUBJECT: Publication of Legal Notices
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: Approve contract for legal publications (specify).

Background: A Request for Proposal (RFP) was sent to three (3) vendors to provide publication of legal notices. Two vendors responded, The Wichita Eagle and The Derby Reporter. Both meet the K.S.A. 64-101 statutory requirements, including:

- a publication of daily circulation, Monday through Friday,
- that has operated for at least five years,
- mailed in Sedgwick County as second class mail,
- has a general paid circulation in Sedgwick County,
- is not a trade, religious, or fraternal publication, and
- is printed in Kansas and published in Sedgwick County.

Analysis: A staff committee reviewed the two proposals submitted to evaluate the vendors based on qualifications, experiences, compliance with the requirements of K.S.A. 64-101, paid circulation, and pricing. The proposals are similar in most areas, with two exceptions. With regard to the evaluation criterion for circulation, the Wichita Eagle would provide the greatest benefit of informing the citizens of Wichita in the City's publication of legal notices. The Wichita Eagle offers a substantially greater circulation of 67,735 on Monday through Thursday, 74,677 on Friday, and 80,854 on Saturday, compared to 1,000 for The Derby Reporter on Monday through Friday. Regarding the cost per line charge, The Derby Reporter would be significantly less expenses at 45¢ per line, compared to 60¢ for the Wichita Eagle. Neither vendor's proposal includes a charge for additional affidavits.

In addition to allowing City Legal notices to run an additional day on Saturday, a high-readership day, The Wichita Eagle proposal would include the specific page number of the Legals on the page one index. The Wichita Eagle will commit to running all the Legal Notices together each day. To improve the awareness of the important role that Legal Notices play, they will agree to run a minimum of 15 column inches of informational copy each month. Copy will be developed by the City staff and edited by their Special Projects Team. Estimated value added information space at nearly \$4,320 - \$15,350 per year.

The Wichita Eagle will post all City of Wichita legal notices on their website, www.kansas.com at no

additional expense, giving the City expanded coverage on the largest local content website in the state. The Derby Reporter would also post all new legal publication on their website, www.derbyreporter.com. Legal notices would also appear on the City of Wichita website.

	The Wichita Eagle	The Derby Reporter
Cost per line	60¢	45¢
Cost of additional affidavits	no charge	no charge
Cost of copies of affidavits	no charge	no charge
Avg. circulation – SG Co.	75,769	1,000
Cost for 100 line Legal Notice	\$60	\$45
Cost per 1,000 circulation	\$0.79	\$45.00

The contract will be for a period of one (1) year, with options to renew under the same terms and conditions for one (1) or two (2) one-year periods by mutual agreement of both parties.

Finance Considerations: There are sufficient funds within operating budgets to cover the cost of publications for either proposal. In 2006, the City spent approximately \$196,000 publishing Legal Notices at 60¢/line. At 45¢/line, the cost would have been approximately \$147,000 – a \$49,000 difference. This cost differential is partially offset by the value of 15 column inches of informational copy each month included in The Wichita Eagle proposal, a potential value of up to \$15,350/year. There is also a substantial difference in the cost per 1,000 circulation (79 cents versus 45 dollars).

Goal Impact: The objective for publishing Legal Notices is to provide information to citizens and businesses, and to create greater opportunities to bid on procurement opportunities for the City of Wichita. More competitive bidding lowers the City’s costs for services. Among the several goal indicators advanced by the sharing of this information and lowered costs, the greatest impact accrues to the business process indicators (Internal Perspective) for enhancing citizen involvement and reducing or avoiding costs.

Legal Considerations: The City’s Internal Auditor has affirmed that appropriate selection procedures have been followed in soliciting these proposals for the City Council. The Law Department will review and approve the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract (specify) for the publication of legal notice and authorize the Mayor to sign the contract.

Agenda Item No. 21.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0469

TO: Mayor and City Council

SUBJECT: Proposed Memorandum of Understanding Between U.S.D. 259 and the City of Wichita Regarding School Resource Officers

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the proposed memorandum of understanding between the City of Wichita and U.S.D. 259 regarding School Resource Officers

Background: Currently there are 22 School Resource Officers (SRO's) in USD 259 divided between middle and high schools. This memorandum of understanding explains the role of the SRO, expectations in the schools as well as summer months when conventional school is not in session. It also spells out a funding plan for the SRO's in which both the City of Wichita and USD 259 share the responsibility. Based on a progressive scale by fiscal year 2009 the City of Wichita and USD 259 would equally split the cost of the SRO's.

Analysis: Council approval of the memorandum of understanding would allow the 22 SRO's to remain in designated area middle and high schools. This allows for the SRO's to continue to provide a law enforcement presence as well as educator, role model and mentor to area students.

Financial Considerations: In Fiscal year 2007 USD 259 would contribute 36.5% funding of the SRO program and the City of Wichita would contribute 63.5%. In fiscal year 2008 USD 259 would contribute 43% of the funding for the SRO program and the City of Wichita would contribute 57%. In fiscal year 2009 USD 259 would contribute 50% funding of the SRO program and the City of Wichita would contribute 50%.

Goal Impact: This impacts Safe and Secure Community by providing an enhanced police presence in select area middle and high schools. Not only are SRO's visible in the schools but they play an active role in mentoring, conflict resolution and also are a role model for many students.

Legal Considerations:

Recommendations/Actions: It is recommended that the City Council approve the memorandum of understanding, and authorize the necessary signatures.

Attachments: Proposed Memorandum of Understanding

Agenda Item No. 22.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0470

TO: Mayor and City Council
SUBJECT: New Communities Initiative Update (Districts I and VI)
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: It is recommended that the City Council receive and file the report on the New Communities Initiative.

Background: On June 13, 2006, the City Council approved an agreement with the Kansas Department of Corrections, to supervise two staff persons paid by the State and County, as a part of the Prisoner Reentry program in Wichita.

Analysis: Since its beginning, the concept of the Prisoner Reentry program has expanded to include a more comprehensive approach to neighborhood revitalization and service integration. The expanded scope has also brought to the table, new partners from State and County government, as well as a funding partner through a national foundation. The expanded program will be carried out in Council Districts I and VI, however it will be replicates in other areas with lessons learned.

Financial Considerations: There are no financial considerations at this time. It is anticipated that City expenditures in support of the New Communities Initiative, will come from existing resources.

Goal Impact: Implementation of the New Communities Initiative will have a positive impact on the Core Area and Neighborhoods goal

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the report on the New Communities Initiative.

Attachments: None.

Agenda Item No. 23

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0471

TO: Mayor and City Council Members

SUBJECT: A07-09R Request by Linda Graham, of Socora Land Company, to annex land generally located southeast of the intersection of Pawnee and Webb Road. (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 39.28 acres of land generally located southeast of the intersection of Pawnee and Webb Road. The annexation area abuts the City of Wichita to the north and west. The property owner anticipates that the proposed property will be developed with approximately 63 single-family residential units and 71,000 square feet of commercial property.

Land Use and Zoning: The proposed annexation consists of approximately 39.28 acres of property currently zoned "LC" Limited Commercial and "SF-20" Single-Family Residential. Upon annexation, the "SF-20" property will convert to "SF-5" Single-Family Residential. Property to the north of the subject property is zoned "LC" Limited Commercial, while property to the west is zoned "LC" Limited Commercial, "SF-5" and "SF-20" Single-Family Residential. Property to the east and south are both zoned "SF-20" Single-Family Residential.

Public Services: There is a 20" water line in Webb Road, from Pawnee to Carson Street. In addition, there is a 16" water line in Pawnee, along the north edge of the subject property. Sewer lines will be extended from a 12" sewer line in the Brentwood South Addition, located northeast of the subject property.

Street System: The subject property borders Webb Road to the west, and Pawnee to the north, both of which are paved, two-lane roads that widen to four lanes at the Pawnee and Webb Road intersection. The City of Wichita Capital Improvement Program (CIP) 2005-2014 and the 2006 Transportation Improvement Program have scheduled Pawnee to be widened along the north edge of the subject property, between Webb Road and Greenwich Road. The Sedgwick County Capital Improvement Program 2006-2010 does not call for improvements near the subject property at this time.

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. 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 South Edgemoor.

Parks: Towne Park, a 4.35-acre park, is located approximately 1/2 mile to the southwest of the proposed annexation site and contains a pond with a dock, a children's play area and a paved exercise/fitness trail. WB Harrison Park, a 40-acre park, is located approximately 1 mile to the north of the proposed annexation site and contains a softball diamond, 2 tennis courts, a rugby field, a children's play area, a restroom, a paved jogging trail, a fishing pond, 2 benches and 12 picnic tables. Boston Park, an 18-acre park, is approximately 3 miles northwest of the proposed site and contains a recreation center, a family swimming and wading pool with concessions room, a softball diamond, 2 tennis courts, a children's play area, a basketball court and a drinking fountain. Cessna Park East, a 23-acre park, is approximately 2 miles to the northwest of the subject property and contains 2 softball diamonds, 2 tennis courts, a basketball court, an open shelter, a bike path and a children's play area. Planeview Park, a 109-acre park, is located 3 miles to the west of the subject property and contains 3 model airplane flying areas, a soap box derby track, a concession building with restroom, a baseball diamond, 4 softball diamonds, a basketball court, 4 tennis courts, 4 soccer fields, 3 children's play areas, a bike path, a sand box and 4 benches. According to the 1996 Parks and Open Space Master Plan, a potential future park site has been proposed southwest of the subject property. In addition, a pathway has been proposed along Pawnee and Webb Road, along the north and west edge of the subject property.

School District: The annexation property is part of the Unified School District 260 (Derby 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 Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$7,490 with a total assessed value of \$2,247. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$71 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 63 single-family housing units and 71,000 square feet of office and/or commercial property will be developed within the next ten years. The total appraised value of this residential development after completion is estimated at \$6,174,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$22,299 in City annual tax revenues. The total appraised value of the office/commercial property after completion is estimated at 8,520,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$66,895 in City annual tax revenues. In sum, the total appraised value of both the commercial and residential property after completion is estimated at \$14,694,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$89,194 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

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

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON _____
ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A07-
09)

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 W ½ of the NW ¼ of Sec. 4, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the NW corner of said NW ¼; thence N89°55'37"E along the north line of said NW ¼, 1328.70 feet to the NE corner of the W ½ of said NW ¼; thence S00°31'44"W along the east line of the W ½ of said NW ¼, 1476.34 feet; thence N81°07'31"W, 357.15 feet; thence N75°45'41"W, 304.16 feet; thence N83°53'08"W, 64.29 feet; thence N89°35'43"W, 612.88 feet to a point on the west line of said NW ¼; thence N00°24'17"E along the west line of said NW ¼, 1333.53 feet to the point of beginning, EXCEPT that part designated as Webb Road (95th Street East), AND EXCEPT that part designated as Pawnee Avenue (23rd Street South).

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 _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 24.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0472

TO: Mayor and City Council Members

SUBJECT: DED 2007-03 and DED 2007-04 -- Dedication of Utility Easements located on the west side of Ridge Road and north of 29th Street North. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with a lot split case (SUB 2006-28, Ridge Port Commercial Park Addition). The Dedications are for construction and maintenance of public utilities.

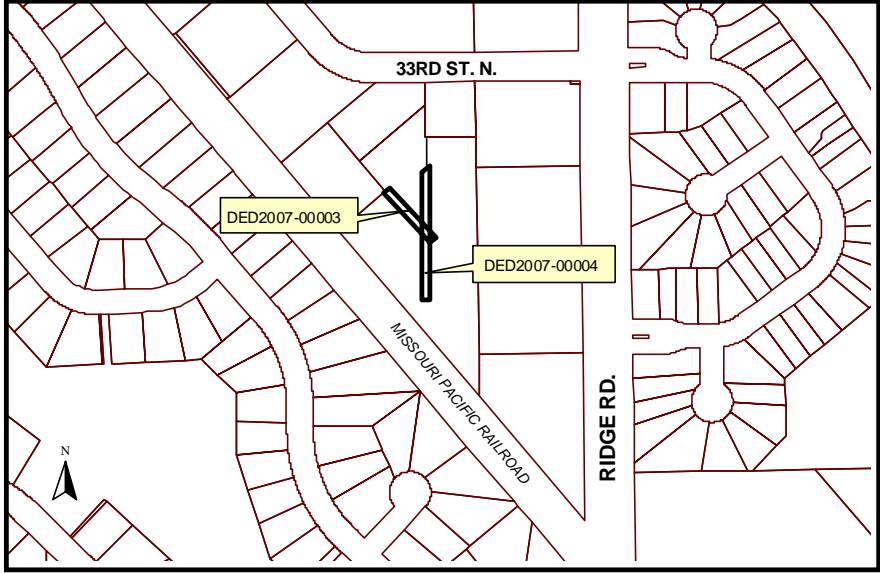
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedications have been recorded with the Register of Deeds.

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



Agenda Item No. 25.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0473

TO: Mayor and City Council Members

SUBJECT: DED 2007-06 -- Dedication of Street Right-of-Way and DED 2007-07 -- Dedication of a Utility Easement located on the east side of Seneca and north of 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with a lot split case (SUB 2007-42, Interurban Place Addition). The Dedications are for additional street right-of-way along Seneca and construction and maintenance of public utilities.

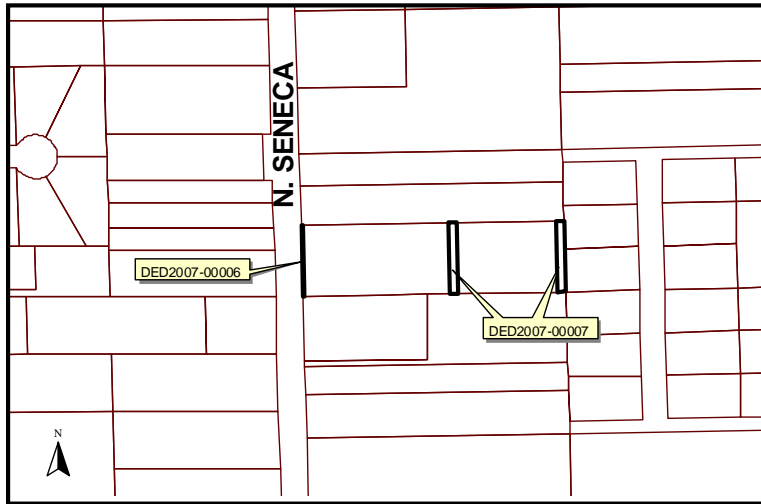
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedications will be recorded with the Register of Deeds.

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



Agenda Item No. 27.

City of Wichita
City Council Meeting
May 15, 2007

Agenda Report No. 07-0474

TO: Mayor and City Council Members

SUBJECT: Interview/Election to fill the Vacancy in City Council District #1

INITIATED BY: City Council

AGENDA: City Council

Recommendation: Establish the interview/election procedure.

Background: On April 10, 2007, Carl Brewer submitted his resignation as City Council member for City Council District #1 because he was elected as Mayor. On April 17, 2007, the City Council announced the vacancy, established the petition deadline, and designated the District Advisory Board for District #1 as the group to conduct a public forum to screen the candidates.

On May 7, 2007, the District Advisory Board (DAB) for Council District #1 interviewed ten (10) candidates that submitted a lawful petition to fill the vacancy for the District 1 City Council seat. One qualifying candidate withdrew from consideration and was not interviewed. The interviews began at 5:35 p.m. and concluded at 11:15 p.m. Immediately following the interviews, the board met to rank the candidates.

Analysis: The DAB submits the following candidates in alphabetical order for consideration by the City Council:

1. Eugene Anderson
2. Treatha Brown Foster
3. Michael Kinard
4. George Rogers
5. Lavonta Williams

Financial Considerations: There are no financial considerations.

Goal Achievement: Filling the vacancy on the City Council is necessary for achievement of

the five City Council goals.

Legal Considerations: The City Council has established the vacancy process by City Ordinance.

Recommendations/Actions: I move that the City Council:

1. Temporarily suspend the vacancy rules of procedure in City Code Section 2.04.040 for the purpose of extending the time frame for Council action to provide the opportunity for City Council members to interview the candidates before voting to fill the vacancy in District #1.
2. Set (May 22 or other dates) _____, 2007, for interviews of the candidates by City Council members.
3. Set the date when all of the remaining council members are present (June 5th or other date) _____, 2007 for the remaining City Council members to elect by written ballot from those nominated to fill the vacancy in District #1
4. In the event the remaining members of the Council are unable to agree (no nominee receives four votes) after twenty ballots, the vacancy process shall automatically be deferred to the next regular meeting of the City Council.
5. At the next regular meeting of the City Council, at which all remaining members are present, the vacancy process shall be included on the meeting agenda as the last item of business and the meeting shall not be adjourned until such time as a new member is elected by a majority vote to fill the unexpired term of office.
6. All other procedures for filling the vacancy will be in accordance with City Code Section 2.04.040, unless otherwise designated by the City Council.

#####