

NOVEMBER 28, 2006 AGENDA REPORTS

Agenda Item No. 4.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No.06-1203

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Sanitary Sewer, Storm Water Sewer and Water Improvements for Linder Addition (north of K-96 Freeway, east of Woodlawn) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide sanitary sewer, storm water sewer and a water distribution system for a new commercial development located north of the K-96 Freeway, east of Woodlawn

Financial Considerations: The Petitions total \$43,000. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing for the construction of sanitary sewer, drainage and water improvements for a new subdivision.

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

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Resolutions and Petitions.

Agenda Item No. 5.

City of Wichita
City Council Meeting
November 28, 2006
Agenda Report No. 06-1204

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

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events procedure Father Jose Machado is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Our Lady of Perpetual Help Convent, Our Lady of Guadalupe Celebration December 8 – 12, 2006

§ 23rd Street North, Park Place to Market

12-8-06	6:00 pm – 11:00 pm
12-9-06	10:00 am – 10:00 pm
12-10-06	10:00 am – 10:00 pm
12-11-06	6:00 pm – 11:00 pm
12-12-06	5:00 pm – 12:00 am
12-13-06	12:00 am – 3:00 am

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.6a.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1205

TO: Mayor and City Council Members

SUBJECT: KDOT Agreement: K-42 Highway Resurfacing Project, between Hoover and the Wichita-Valley Center Floodway Bridges (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Kansas Department of Transportation (KDOT) is preparing to award a construction contract to resurface K-42 Highway west of the Wichita city limits at Hoover. KDOT has offered to extend the project east of Hoover to the Wichita-Valley Center Floodway Bridges with the City paying 100% of the cost.

Analysis: The estimated cost of the City's share of the project is \$50,000. A City/KDOT agreement has been prepared which provides that KDOT will administer the project and bill the City for its cost, but not to exceed a maximum of \$50,000.

Financial Considerations: Funding in the amount of \$50,000 is available in the 2007 Street Maintenance Operating budget.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing funding for maintenance of a vital vehicular transportation route.

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

Agenda Item No. 6b.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No 6-1206

TO: Mayor and City Council
SUBJECT: Playground Rehabilitation and Development (Districts III, IV & VI)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendation: Approve the contracts.

Background: On March 7, 2006 City Council approved Community Development Block Grant (CDBG) Neighborhood Stabilization funding in the amount of \$45,000 for Friendship Park, \$65,000 for Kiwanis Park, and \$45,000 for Prospect Park playground renovations. Since that time, the Park Department has developed a Request for Proposal (RFP) to select companies that are best qualified to provide design build playground improvements.

.Analysis: On August 25th, 2006 the City received proposals from three companies. The Staff Screening and Selection Committee (SSSC) met on September 20, 2006 to short listed the companies of Athco, Inc. and the two other companies and invited each firm to present their proposals to the SSSC on October 5, 2006. The SSSC selected the firm of Athco Inc. based on the specific merits of the proposals as they related to each individual park playground site.

Investment in Friendship Park will be replacement of the old play features, except for the tot swings that will be refurbished. Kiwanis Park will receive a new playground system and the playground will be relocated near the community building. Prospect Park will receive four new play components and rubber safety surfacing around the playground system.

Financial Considerations: The funding source is Community Development Block Grant.

Goal Impact: Playground improvements in the three parks will help to support a dynamic core area and vibrant neighborhoods. The replacement of deteriorating playground equipment and installation of rubber safety surfacing will increase a sense of community, neighborhood involvement and satisfaction.

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

Recommendation/Action: It is recommended that the City Council approve the contracts and

authorize the necessary signatures.

Attachment: Contract with Athco, LLC

C O N T R A C T

THIS AGREEMENT made and entered into this 28th day of November, 2006, by and between the CITY OF WICHITA, a municipal corporation, hereinafter known as "CITY", and ATHCO, L.L.C. (Performance Vendor Code Number – 431835690-001) whose principal office is at 13500 W. 108th, Lenexa, Kansas, 66215, telephone number (913) 469-5600, hereinafter known as the "CONTRACTOR".

WITNESSETH, That for and in consideration of covenants hereinafter set out the CONTRACTOR contracts, promises and agrees to and with the CITY that Athco, L.L.C. will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for Design, Furnish & Install Playground Equipment, Surfacing and Improvements for Friendship, Kiwanis and Prospect Parks, Formal Proposal – FP600082 for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP600082, dated August 25, 2006, and the contractor's bid, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on November 28, 2006, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said CITY, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

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

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

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

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

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

Indemnification and Insurance.

a. CONTRACTOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

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

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

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

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

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

3. Workers' Compensation/Employers Liability for minimum limits of:
Employers Liability \$100,000 each accident

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

Furnish all labor, material, and equipment for the Design, Furnish, and Install Playground Equipment, Surfacing and Improvements at Friendship, Kiwanis and Prospect Parks as per specifications of Request for Proposal - FP600082.

Friendship Park	\$45,000.00
Kiwanis Park*	64,440.00
Prospect Park*	43,225.00
TOTAL MAXIMUM CONTRACT AMOUNT:	\$152,665.00

*includes revisions

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

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

The CONTRACTOR, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

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

pursuant to this contract.

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

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

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

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

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

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

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

ATTEST: THE CITY OF WICHITA

Patsy Eichacker
Deputy City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM: ATHCO, L.L.C.

Gary E. Rebenstorf Signature
Director of Law

Print Signature Name
CITY OF WICHITA, KANSAS

Title (Managing Member)
Carlos Mayans, Mayor

EXHIBIT A

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may

be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non Discrimination Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or

subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

Agenda Item No. 6c.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No.06-1207

TO: Mayor and City Council

SUBJECT: West Side Athletic Field Irrigation System (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: On March 21, 2006, City Council approved the initiation of the 2005 and 2006 Capital Improvement Program general obligation funding for irrigation systems. Since that time, the Park Department has developed a Request for Proposal (RFP) to select a company that is best qualified to provide upgrade, replacement and installation of a central irrigation control system for the West Side Athletic Field complex. The current irrigation control system is outdated and is in need of replacement.

Analysis: On October 18, 2006, the City received two proposals. The Staff Screening and Selection Committee (SSSC) met on November 7, 2006, and invited Lawn Sprinkler Services and one other vendor to present their proposals. The SSSC selected the firm of Lawn Sprinkler Services, LLC based on the design proposal and products specified that bring added value.

Financial Considerations: The 2005 and 2006 Park CIP includes \$200,000 each year (\$400,000 total) for irrigation systems. The funding source is general obligation bonds.

Goal Impact: Attractive and safe athletic fields within the core area help to develop a vibrant core with a diversity of recreation activities and attractions.

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.

Attachment: Contract with Lawn Sprinkler Services, LLC

C O N T R A C T

THIS AGREEMENT made and entered into this 28th day of November, 2006, by and between the CITY OF WICHITA, a municipal corporation, hereinafter known as "CITY", and LAWN SPRINKLER SERVICES, L.L.C. (Performance Vendor Code Number – 481244088-001) whose principal office is at 1527 S. Washington, Wichita, Kansas, 67211, telephone number (316) 303-1200, hereinafter known as the "CONTRACTOR".

WITNESSETH, That for and in consideration of covenants hereinafter set out the CONTRACTOR contracts, promises and agrees to and with the CITY that Lawn Sprinkler Services, L.L.C. will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for Design Build Irrigation System for West Side Athletic Field Complex, Formal Proposal – FP600100 for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP600100, dated October 18, 2006, and the contractor's bid, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on November 28, 2006, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said CITY, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before March 15, 2007, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

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

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

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

maintenance of said improvements as herein before provided.

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

Indemnification and Insurance.

a. CONTRACTOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

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

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

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

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

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

3. Workers' Compensation/Employers Liability for minimum limits of:
Employers Liability \$100,000 each accident

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

Furnish all labor, material, and equipment for the Design Build Irrigation System for West Side Athletic Field as per specifications of Request for Proposal - FP600100.

TOTAL MAXIMUM CONTRACT AMOUNT: \$92,500.00

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

If the CONTRACTOR fails to complete all requirements identified within these specifications by March 15, 2007, it is understood and the CONTRACTOR hereby agrees that the amount of one thousand dollars (\$1,000.00) per calendar day to a maximum of the contract price may be deducted from the moneys due the CONTRACTOR for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. CONTRACTOR will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the CONTRACTOR (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the CONTRACTOR to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the CONTRACTOR must re-negotiate delivery schedules.

The CONTRACTOR, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

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

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

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

No Assignment. The services to be provided by the CONTRACTOR under this contract are

personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the CITY.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

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

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

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

ATTEST: THE CITY OF WICHITA

Patsy Eichacker
Deputy City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM: LAWN SPRINKLER SERVICES, L.L.C.

Gary E. Rebenstorf Signature
Director of Law

Print Signature Name
CITY OF WICHITA, KANSAS

Title (Managing Member)
Carlos Mayans, Mayor

EXHIBIT A

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following

Non Discrimination Equal Employment Opportunity/Affirmative Action Program
Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this

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

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non Discrimination Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

Agenda Item No.6d.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1208

TO: Mayor and City Council Members

SUBJECT: Wichita Animal Care Campus (City and Humane Society) (All Districts)

INITIATED BY: Department of Public Works
Department of Environmental Services

AGENDA: Consent

Recommendation: Approve the Contract Amendment.

Background: On May 18, 2004, the City Council approved a Memorandum of Understanding (MOU) between the City and Kansas Humane Society (KHS).

On June 8, 2004, the City Council approved the Capital Improvement Project (CIP) and authorized staff to select a design consultant.

On April 5, 2005, the City Council approved a contract with Wilson Darnell Mann Architect (WDM) for the Programming Phase of the project and a Letter of Intent between the City and KHS.

On August 23, 2005, the City Council approved the purchase of property at 3239 N. Hillside for the Animal Care Campus.

On March 7, 2006, the City Council approved a contract amendment with WDM for the Schematic Design Phase and a Land Lease Agreement between the City and KHS.

Analysis: WDM has completed the Programming and Schematic Design Phases of the project, which identified the objectives, preliminary requirements for building systems, site investigation and research, anticipated animals to be housed, daily operations, concept plans and elevations, equipment list and budget, furnishings list and budget and opinion of probable construction cost. The next step in this project is the Design Development Phase

The design development phase shall include Architectural, Landscape Design, Art Design, Civil, Structural, Electrical, Mechanical and Plumbing design services, and other related items for a

single stipulated lump sum fee including reimbursable expenses of \$120,950.00. KHS will negotiate independent of the City with WDM a fee for the Design Development Phase of this project and pay for those fees from their capital fund.

Financial Considerations: The project is authorized in the 2005-2014 Capital Improvement Program (CIP). The CIP includes \$300,000 for design in 2004 and \$3 million for construction in 2006 for a total of \$3.3 million. KHS has secured financing for their part through a capital campaign and has matching funds.

Goal Impact: This project addresses the Economic Vitality and Affordable Living Goal by providing public improvement in new developments that are vital to Wichita's continued economic growth.

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

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

Attachment: Contract Amendment

AMENDMENT NUMBER TWO

THIS AMENDMENT, Made the _____ day of _____ 2006,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as
"OWNER"

AND

Hereinafter referred to as

WILSON DARNELL MANN P.A.,
"CONSULTANT"

WHEREAS, the parties have heretofore, on the 5th day of April, 2005, entered into a Contract; and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" concerning the Wichita Animal Services Campus which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated April 5, 2005, shall be amended to modify the Scope of Services (Exhibit "A") to be performed by the CONSULTANT as follows:

DESIGN DEVELOPMENT PHASE:

Based on the approved Schematic Design and previous phases and project cost estimates/budgets CONSULTANT will develop design drawings and updated construction budget to be approved by OWNER. This will include but not be limited to floor plans and elevations. This phase will also define the location, quantity, and quality, of the prioritized and approved project objectives desirable to complete the PROJECT. This should include but not be limited to the following:

A. CIVIL ENGINEERING SERVICES:

1. Perform the remainder of the survey to include the newly purchased portions of the site formerly the Architectural Arts building that has been razed.
2. Contract for geotechnical exploration at the new site (assume 10 new boring locations).
3. Layout plans, including paving, sidewalks, and site features.
4. Conceptual grading plans, including building finished floor elevation.
5. Conceptual drainage plans.
6. Utility plans.
7. Storm Water Pollution Prevention Plan.

B. LANDSCAPE ARCHITECTURAL SERVICES:

1. Conceptual planting plan. Landscaping will comply with all ordinances and codes and be approved by the Park Department. Plan will allow for minimum maintenance.

C. PUBLIC ART:

1. Provide art design, coordination, and concept renderings consistent with the City of Wichita (COW) Animal Shelter's mission and goals.
2. Make presentation to and get approval from the COW's Design Council.

D. STRUCTURAL ENGINEERING SERVICES:

1. Foundation and floor plans, including sizing of key foundation elements, slab thickness, and locations of block outs.
2. Roof framing plans, including framing sizes.
3. Final column schedule.
4. Preliminary details and sections to adequately indicate structural system.
5. Preliminary details of unique conditions that will affect final scheme.
6. Coordination with mechanical/electrical/plumbing engineers at major interfaces.

E. ARCHITECTURAL SERVICES:

1. Floor plans indicating all major structural systems, doors, windows, built-in furniture and cabinetry, and spaces for mechanical and electrical systems.
2. Building elevations indicating all finish materials, openings, roof screening, and cross-

reference with building and wall sections.

3. Building and wall sections sufficient to convey the character and construction of the building.
4. Details of key conditions and building relationships.
5. Conceptual interior elevations of public lobby and conference areas.
6. Preliminary reflected ceiling plans.
7. Preliminary door and window schedules.
8. Interior finish selections and preliminary finish schedules.
9. Acoustical study of problem areas and proposed solutions.
10. Conceptual roof plans showing roofing types and locations of rooftop penetrations, screening and major equipment.
11. Preliminary caging plans.

F. MECHANICAL/PLUMBING ENGINEERING SERVICES:

1. Mechanical systems concepts and selection, including potential energy conservation measures.
2. Diagrammatic floor plans showing locations of items of equipment and their space requirements and clearances.
3. Identification of required building penetrations (ducts, louvers, etc.).
4. Fire protection concepts.
5. Conceptual above and below ground plumbing and piping plans.
6. Site utility connection coordination.

G. ELECTRICAL ENGINEERING SERVICES:

1. Identify service, power, and distribution concepts.
2. Provide distribution diagrams.
3. Conceptual fire detection and alarm system design.
4. Power and lighting floor plans, including equipment layouts and required space clearances.
5. Site lighting and power plan.
6. Site utility connection coordination.
7. Provide phone/data/security system diagrams as coordinated with COW staff.

H. SPECIFICATIONS: Outline specifications in CSI format of all Divisions.

I. COW SUPPORT AND PRESENTATIONS: Attend conferences and special meetings to present the proposed project, when required for the project or when requested by COW, not to exceed six meetings total.

J. CODES AND REGULATIONS: Design will meet current applicable code requirements of governing agencies, and will comply with and/or exceed the minimum requirements of the Americans with Disabilities Act (ADAAG).

K. BASE BID & ALTERNATES: Basic design shall anticipate a base bid for construction and

“ADD” alternates to allow OWNER maximum financial flexibility.

L. CONCEPTUAL PROJECT COST ESTIMATE: CONSULTANT and its consultants will formulate a refined budget opinion of the probable construction cost. This estimate will be broken down into major CSI Divisions. In the event, OWNER does not approve; Paragraph VII of the basic Contract will apply.

M. DELIVERABLES: At the end of this phase of the project, CONSULTANT will have provided the following as a minimum:

1. Design Development documents including all drawings and outline specifications outlined in sections above.
2. Geotechnical investigation report.
3. Updated site survey.
4. Artist renderings of art concepts.
5. Updated estimate of probable construction cost.

II. The Contract between the parties dated April 5, 2005, shall be amended to change the PAYMENTS. The OWNER agrees to pay the CONSULTANT for services rendered under this Amendment Number Two a total fee established as follows:

A. Modify Paragraph V, Payment Provisions as follows:

For the Architectural, Landscape Design, Art Design, Civil, Structural, Electrical, Mechanical and Plumbing Engineering services, Design Development and other related items as identified in Paragraph I above, a single stipulated lump sum fee including reimbursable expenses of one hundred twenty thousand nine hundred fifty dollars (\$120,950.00) which shall constitute complete compensation for the services set forth in this Amendment Number Two.

During the progress of work covered by this Amendment Number Two, payments shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

B. COMPLETION TIME: Required time for execution of services and delivery of required information will be 16 weeks from the authorization to proceed less any delays attributed to OWNER.

III. All other provisions of the April 5, 2005, Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

by _____
Carlos Mayans
Mayor

Wilson Darnell Mann P.A.

by _____
Stan J. Landwehr, AIA

Principal

ATTEST:

Karen Sublett
City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law

Agenda Item No. 7.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No.06-1209

TO: Mayor and Members of the City Council

SUBJECT: 2007 – 2008 Fire Apparatus Replacement Program

INITIATED BY: Fire Department

AGENDA: Consent

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Recommendation: Adopt the bonding resolution and authorize initiation of the project.

Background: The current Fire Department heavy equipment fleet consists of 32 pieces of front-line equipment, including four aerial platforms, 16 engines (pumpers), six quints, one heavy rescue, two mobile air trucks, one tender, one hazardous materials truck and one command vehicle. To ensure service readiness at all times, accommodate training needs and maintain the City’s fire insurance (ISO) rating, the fleet also includes seven reserve units, for a total of 40 fire heavy apparatus. With an average service life ranging from 10 to 20 years, several pieces of equipment must be replaced each year in order to maintain fire protection capabilities and keep the fleet current.

Analysis: The 2005 – 2014 Capital Improvement Program (CIP) includes funds in 2007 and 2008 for fire apparatus. Two engines and three quints will be purchased, for a total of five new apparatus. The five units will allow replacement of current fleet equipment and will ensure the City has apparatus on hand to equip the three new stations. Also, equipment is required to outfit the vehicles for service, such as fire hose, hose reels, rescue tools and hand-held lights.

Fire apparatus have a long lead-time, often eight months or more from order to delivery. By placing the order now, the apparatus would be delivered in time to equip and activate prior to the opening of the new stations. Due to the number of units being delivered and the staggered schedule of station openings, not all of the trucks would be placed in service simultaneously. However, staff will work diligently to ensure units are available to support the station openings.

Financial Considerations: The estimated project cost of \$3,419,000 is included in the Adopted 2005 – 2014 CIP. Some equipment costs may be paid from the new stations projects. The funding source is General Obligation Bonds.

Goal Impact: Replacement and purchase of new fire apparatus supports the Safe & Secure Community Goal. The new equipment will increase citizen perception of safety, and maintained and/or improved response time to public safety incidents.

Legal Considerations: The Law Department has approved the bonding resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution and authorize all necessary signatures.

Attachment: Bonding resolution, CIP sheet.

793010

Published in the Wichita Eagle on _____, 2006

RESOLUTION NO.

A RESOLUTION DETERMINING THE ADVISABILITY OF EQUIPPING CERTAIN PUBLIC BUILDINGS IN THE CITY OF WICHITA, KANSAS, AND SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH EQUIPMENT; AUTHORIZING AND PROVIDING FOR THE ACQUISITION AND FINANCING OF THE EQUIPMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 12-1736 and 12-1737(c) the City of Wichita, Kansas (the "City") is authorized to issue general obligation bonds for the purpose of paying the cost of constructing and equipping public buildings; and

WHEREAS, the City desires to purchase replacement heavy fire equipment and related rescue equipment to make the new trucks operational, as equipment for its existing firehouses.

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

SECTION 1. It is hereby found and finally determined to be advisable to acquire certain fire-fighting equipment, consisting of five (5) pieces of heavy equipment, specifically fire engines

(pumpers) and quints; and related smaller equipment (collectively, the “Equipment”) to make the vehicles functional to equip the City’s existing firehouses for their mission of providing public safety.

SECTION 2. It is hereby found that the estimated or probable cost of the Equipment, together with any related costs, including costs of design, delivery and/or installation, is not to exceed \$3,419,000, exclusive of the costs of interest on borrowed money; the cost of the Equipment shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$3,419,000, exclusive of the costs of interest on borrowed money.

SECTION 3. The Equipment is hereby authorized and ordered to be acquired and financed in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 12-1736 and 12-1737(c).

SECTION 4. This resolution shall be published one time in the City’s official newspaper.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on November 28, 2006.

Mayor Carlos Mayans

(Seal)

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary Rebenstorf, Director of Law

Agenda Item No. 8.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1210

TO: Mayor and City Council

SUBJECT: Fleet Internal Service Fund Budget Adjustment

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the budget transfers.

Background: Fleet Maintenance is responsible for the operation and maintenance of about 2,300 automobiles, light trucks, heavy trucks, heavy equipment and light equipment used by City departments. Fleet does not provide vehicles or service for Wichita Transit's large buses, or for Airport equipment. Internal customers pay rent on vehicles and equipment to offset the operation, maintenance and future replacement costs. Services include preventive maintenance, repairs, tire service, mobile service, fueling, overhauls, towing, body shop and major mechanical repairs. Repairs to electrical components, cooling systems and heavy equipment tires are contracted to outside vendors. Major repairs for specialized heavy equipment are managed contractually with local businesses.

Analysis: The Fleet budget is established based on known and estimated costs, including wages, insurance, repair parts and fuel. The budget for fuel was increased significantly in 2006, based on experience in 2004 and 2005. However, in 2006 fuel costs have been even higher than estimated. Through October 2006, fuel costs are up compared to 2005. The increase is over \$28,000 per month, or about 13.5% over 2005.

Financial Considerations: The Fleet Fund has a State-certified 2006 expenditure budget of \$13,563,820. To complete all 2006 transactions, it is estimated that transfers of up to \$480,000 (about 3.5% of budget) are needed. All transfers would occur within the Fleet Fund, using contingency funds. Including these transfers, total fund expenditures will be less than the 2006 State-certified expenditure budget of \$13,563,820.

Goal Impact: Maintaining Fleet services helps to support other City departments which are supporting the Council-approved goals and indicators. These services include police protection, landscape and green space maintenance, and street maintenance.

Legal Considerations: Budget transfers over \$25,000 require City Council approval.

Recommendations/Actions: It is recommended that the City Council approve the budget transfers.

Attachment: None.

Agenda Item No. 9.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No.06-1211

TO: Mayor and City Council Members

SUBJECT: Transfer of Portion of Former Heartspring Campus to USD 259 (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the transfers.

Background: USD 259 plans to build a new school facility in the northeast part of Wichita to provide additional classroom capacity in the area. The northern portion of the former Heartspring site at 2400 Jardine has been identified as a suitable site. The southern portion of the site is currently being developed with the new Boys and Girls Club and the new TOPS early childhood development facility. The site is 5.49 acres in size and, as far as can be determined, has never been developed.

Analysis: The property will be deeded to USD 259 with a clause that it will revert to the City of Wichita after 99 years or if the property ceases to be used as a public school for 24 months. Upon transfer to USD 259, the school district will invest approximately \$9,000,000 for a new facility to serve area children in kindergarten through 8th grade. This facility, coupled with the Boys and Girls Club and the TOPS facility will provide a wide variety of services to neighborhood children both during the school day as well as evenings and weekends.

Financial Considerations: There is no financial impact.

Goal Impact: Support a dynamic core area and vibrant neighborhoods by improving public schools and providing additional open space for recreational use.

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

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

Attachments:

Site Aerial
Contract

Agenda Item No. 10.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No. 06-1212

TO: Mayor and City Council Members

SUBJECT: Sale of Surplus Land at the Northwest Corner of Third Street and North Waco (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City owns the lot at the northwest corner of Third and Waco. There is approximately 62,000 square feet of land and a small, commercial building currently utilized as a day care. The property has been marketed for several years.

Analysis: An offer to purchase a portion of the undeveloped lot, encompassing about 21,000 square feet has been made. That portion is at the immediate corner of 3rd and Waco, to the south of the existing day care facility. The exact square footage is to be determined by a survey. The offer is for \$4.50 per square foot which, is approximately \$94,500.00. The buyer currently leases within the immediate area. They wish to expand their current business while remaining downtown.

Financial Considerations: The City will receive cash consideration from the sale of the property at closing, less estimated \$6,500 for closing costs and commission. Upon sale, the property will return to the tax rolls and the City will no longer be responsible for the upkeep.

Goal Impact: The sale of this parcel would increase neighborhood vibrancy in the downtown area.

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

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

Attachments: Real Estate Purchase Agreement and aerial map.

Agenda Item No. 11.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1213

TO: Mayor and City Council

SUBJECT: Reaccreditation for Wichita Art Museum

INITIATED BY: Division of Arts and Cultural Services

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the submission of the reaccreditation documents and authorize the necessary signatures.

Background: Museum Accreditation by the American Association of Museums (the only national organization that serves the entire museum community) is a standard measure used across the profession to ensure that museums meet minimum standards of public service and collections care. At present, a museum is required to be reaccredited every ten years.

Analysis: Accreditation of the Wichita Art Museum is important because such status ensures that the institution is meeting latest and best practices in collections care; brings national recognition to the institution; strengthens fundraising and ability to reach new audiences; increases attendance, membership, and volunteer interest; facilitates loans and traveling exhibitions from other museums; strengthens WAM’s appeal to prospective donors of objects; and, for some, improves potential staff recruitment.

Financial Considerations: Reaccreditation confirms sound financial practices on the part of the Museum, and increases its viability to effectively raise funds.

Goal Impact: 1) Promote Economic Vitality through initiating economic impact—Out-of –town tourists visit Wichita just to see such works of art as Mother and Child by Mary Cassatt and any of WAM’s four works by Edward Hopper. 2) Enhance Quality of Life through educational/ recreational return received by Wichita citizenry.

Legal Considerations: The building, property and most collections at the Wichita Art Museum are owned by the City of Wichita. The City Council may authorize the submission of the reaccreditation application for the Wichita Art Museum. The submission document has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the submission of the reaccreditation documents and authorize the necessary signatures.

Attachments: Reaccreditation Signature Page

Agenda Item 12.

City of Wichita
City Council Meeting
11/28/2006

Agenda Report 06-1214

TO: Mayor and City Council

SUBJECT: WATER Center Education Exhibits for Water Pollution Prevention and Conservation (District III)

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendations: Approve conceptual design plan for Water Center education exhibits, and approve implementation of one education exhibit.

Background: In 2002, the Department of Environmental Services (ES) competitively selected Taylor Studios Inc. (TSI) to create conceptual designs for thirteen hands-on water education exhibits for the Wichita Area Treatment, Education and Remediation (WATER) Center.

Analysis Part of the WATER Center's mission is to disseminate water quality information in an effort to improve public understanding increase adoptionof, water pollution and conservation. Based on their thirteen conceptual designs, TSI has projected a cost of \$644,000 to complete the full design, fabrication and installation of the Captive Flow: The Endless Journey of Water exhibition. When completed, visitors to the WATER Center will journey through the anatomy of a water molecule, travel "underground" to view part of the water cycle, and learn about pollution, conservation and good water stewardship. The first exhibit conceptualized by TSI is "Journey Underground...A Closer Look." In addition to this exhibit's original concept, Staff has requested TSI to incorporate additional water conservation informationeducation and by integrate integrating the on-site park irrigation system monitors into the display. This display will among other things:

- Illustrate soil types and how water moves through sand, silt and clay soils,
- Display and compare a series of "real-time" lawn irrigation devices including timers, evapo-transpiration meters and soil moisture meters to show the variation of water use in Herman Hill Park, and
- Discuss the impact of run-off on our rivers, lakes and streams.

This is a complimentary mission and similar to the City's Water Conservation Program. Adopted in 1991, the The conservation plan, adopted by the City Council in 1991 in accordance with State regulations, , focusing focuses on three areas: regulatory, management, and education.

The City's Water Conservation Program funds and implements projects from all three focus-areas of the Water Conservation Plan and can be used to fund Water Center exhibits to achieve these goals.

Since 2003, the WATER Center has received \$41,000 through small grants, donations and sponsorships plus \$25,000 in of in-kind donations, which has been applied to some education improvements including some of two exhibits conceptualized by TSI -- the "Aquarium Panels" and the "Condition of the River." (The "Condition of the River" exhibit was provided through an in-kind donation by the US Geological Survey and not a monetary donation.)

It is recommended that Located at the WATER Centerthe funds from the 2006 (\$60,000) and 2007 (\$75,670) budgets from the Water Conservation program, for a total of \$135,670, to be used to fund the final design, fabrication and installation phases of one exhibit

Financial Considerations: A contract for the limited scope of work for the specific tasks outlined to complete the enhanced water conservation education "Journey Underground...A Closer Look" exhibit would be for a cost not to exceed \$135,670. Funds for this contract will be encumbered exclusively from the Water Conservation Program's 2006 and 2007 budgets and will not impact other budgets. Remaining exhibits will be funded as grants, donations or other budgets become available and will be presented to Council at future times as needed.

Goal Impact: Enhance Quality of Life including education of citizens on water pollution and conservation concepts to protect the City of Wichita's natural resources.

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

Recommendation/Action: It is recommended the City Council acceptapprove , and approving implementation of, Taylor Studios Inc.'s conceptual design for the WATER Center's thirteen educational exhibits; allow the use of Conservation Program funds for the first exhibit, approve the attached contract for the one (1) water conservation exhibit and authorize all necessary signatures.

Attachments: 1) Captive Flow: The Endless Journey of Water, conceptual exhibit plans for the Gilbert-Mosley Project/WATER Center. 2) Taylor Studios Inc. Professional Services Agreement for Interpretive Design and Fabrication for the water conservation exhibit.

Agenda Item No. 13a.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No. 06-1215

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land at Kinkaid and Greenwich for Fire Station 20
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: The City Council has previously reviewed and approved the Fire Station Location Study. The study anticipates the relocation of eight existing fire stations and the construction of two new stations in the near term. One area for a new station is near the intersection of Greenwich and Pawnee.

Analysis: A City staff team consisting of representatives from the Fire Department, Public Works, and City Manager's Office conducted a review of multiple sites. A site on Greenwich Road approximately 625 feet north of Pawnee has been selected pursuant to the requirements of the Fire Station Location Study. The site is at the southwest corner of Kinkaid and Greenwich. It consists of two 250 by 150 foot lots. Total site size is 75,000 square feet. The owner of the corner lot has agreed to sell his lot for \$45,000.

Financial Considerations: A budget of \$47,000 is requested. This includes \$46,000 for the acquisition and \$2,000 for surveys, title insurance and miscellaneous closing costs. Funding for the land acquisition is included in the adopted Capital Improvement Program.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure to serve this rapidly growing area and provide a safe and secure community.

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

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

Attachments: Real estate purchase agreement and aerial.

Agenda Item No. 13b.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No. 06-1216

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land for the Expansion of the Equus Beds Well Field Maintenance Shop Complex

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The Water Department well field maintenance shop complex located at 6016 South Springlake Road in Harvey County. Currently, waste disposal from the site is from a septic field that drains onto adjacent property. This system is no longer acceptable. A lagoon needs to be constructed to meet the waste disposal needs. There is no room on the existing ownership to locate a lagoon.

Analysis: The adjacent owner to the east has agreed to sell a 125-foot by 466.69 foot strip (1.34 acres) to allow the expansion of the maintenance complex and the development of a lagoon. A negotiated price of \$9,000 (\$6,720 per acre) was agreed to. This amount is for the land and the replacement of an farm drive and culvert to his remaining ownership.

Financial Considerations: A budget of \$9,500 is requested. This includes \$9,000 for the acquisition and \$500 for closing costs and title insurance. The funding source is Water Utility Bonds.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by providing a sufficient water supply.

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

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

Attachments: Real estate purchase agreement and tract map.

Agenda Item No.13c.

CITY OF WICHITA
City Council Meeting
November 28, 2006

Agenda Report No. 06-1217

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1400 West MacArthur for the MacArthur Road Improvement Project, Meridian to Seneca (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 7, 2006, City Council approved a project to improve MacArthur, between Meridian and Seneca. The road will be widened to four lanes with left turn lanes and landscaped medians. The intersection of MacArthur and Meridian will be signalized with left turn lanes at all four approaches to the intersection. A new storm water sewer system will be built. To accommodate the project, right-of-way must be acquired from fifteen tracts of land.

Analysis: The project requires the southern 10 feet of the whole parcel for road right-of-way. This proposed acquisition area consists of 1,650 square feet. The improvements are removed from the road and will not be impacted. The owner agreed to accept the appraised value of \$495.00, or \$0.30 per square foot.

Financial Considerations: A budget of \$850 is requested. This includes \$495 for the acquisition, \$355 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

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

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

Attachments: Real estate purchase agreement, tract map and aerial.

Agenda Item No.15.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1218

TO: Mayor and City Council Members

SUBJECT: SUB 2005-140 -- Plat of Terradyne West Addition, located on the west side of 159th Street East and on the north side of Central. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

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

Background: This site, consisting of 47 lots on 50.78 acres, has recently been annexed into Wichita's city limits and is zoned "SF" Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for water and sewer improvements. A Restrictive Covenant was submitted providing for the ownership and maintenance responsibilities of the proposed reserves. A financial guarantee has been provided for the construction of a private street.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenant will be recorded with the Register of Deeds.

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



Agenda Item No. 16.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1219

TO: Mayor and City Council Members

SUBJECT: SUB 2006-49 -- Plat of Royse Estates Addition, located west of Meridian and south of 69th Street North.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (7-0)

Background: This site, consisting of four lots on 20 acres, is located within three miles of Wichita's city limits. This site is zoned "SF-20" Single-family Residential District.

Analysis: County Code Enforcement has approved this site for the use of on-site sanitary sewer and water facilities. A Restrictive Covenant was submitted providing for the ownership and maintenance of the floodway reserves and outlining restrictions.

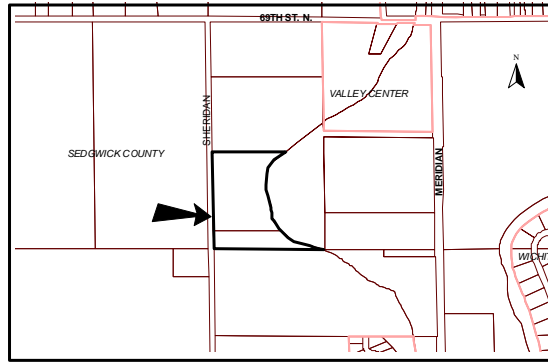
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

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



Agenda Item No. 17.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1220

TO: Mayor and City Council Members

SUBJECT: SUB 2006-60 -- Plat of Quiktrip 10th Addition, located on the north side of Kellogg and east of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

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

Background: This site, consisting of one lot on .80 acres, is located with Wichita's city limits. A zone change request (ZON 2006-22) from "SF-5" Single-family District to "LC" Limited Commercial District has been approved for a portion of the site. A Conditional Use (CON 2006-20) was also approved for this site.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for sanitary sewer improvements. A recorded copy of the Access Easement Agreement and Utility Easement have also been submitted.

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

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

Recommendations/Actions: Approve the document and plat, authorize the necessary signatures, adopt the Resolution and approve first reading of the Ordinance.

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Published in The Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

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

Case No. ZON 2006-22

Request for zone change from "SF-5" Single-family Residential District to "LC" Limited Commercial District, on property described as:

Lot 1, Block A, Quiktrip 10th Addition, Wichita, Sedgwick County, Kansas.

Generally located on the north side of Kellogg and east of Maize Road.

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

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

ADOPTED this ____ day of _____, 2006.

ATTEST: _____
Carlos Mayans - Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 18.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1221

TO: Mayor and City Council Members

SUBJECT: SUB 2006-88 -- Plat of Oak Creek 3rd Addition, located south of 21st Street North and west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

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

Background: This site, consisting of 32 lots on 21.3 acres, is a replat of Lot 12 and Reserve K, Block 2, Oak Creek 2nd Addition; and Lots 5-7, Block 3, Oak Creek Addition. This site is subject to the Oak Creek Community Unit Plan (CUP 2004-09, DP-274). A Notice of Community Unit Plan has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for water, sewer, traffic signalization, drainage and paving improvements. This site is located within the noise impact areas of Colonel James Jabara Airport; therefore, a Restrictive Covenant and Avigational Easement have been submitted to assure that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on the subject property. A Restrictive Covenant was also submitted to: 1) provide for the continued sharing in the ownership and maintenance of previously platted reserves; 2) provide for the ownership and maintenance of the reserves being platted for drainage purposes and the private street; and 3) provide four off-street parking spaces per dwelling unit on each lot which abuts a 32-foot street. A Cross-lot Drainage Agreement has also been submitted.

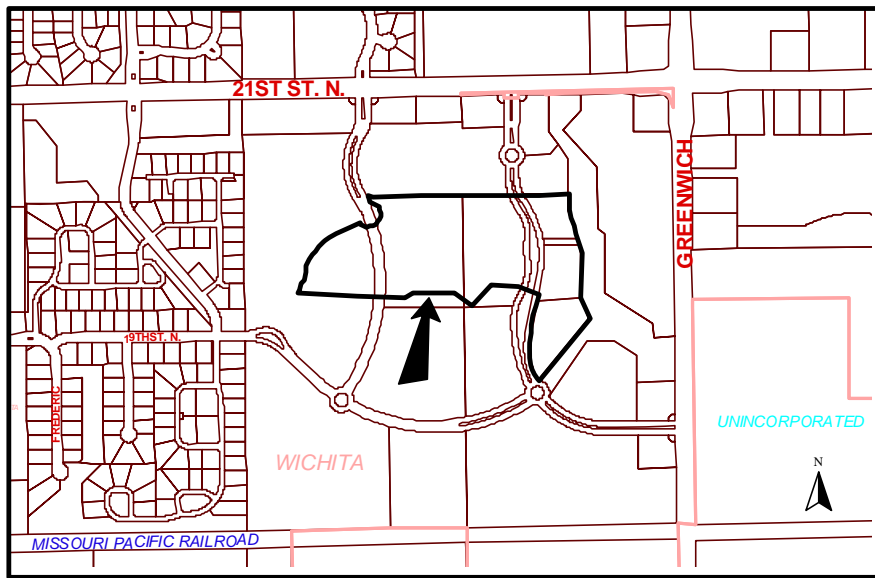
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Avigational Easement, Restrictive Covenant and Cross-lot Drainage Agreement will be recorded with the Register of Deeds.

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



Agenda Item No. 19.

City of Wichita
City Council Meeting
November 28, 2006

Agenda Report No. 06-1222

TO: Mayor and City Council Members

SUBJECT: A06-25R Request by Dale Graham, of Unified School District No. 385, Rob Ramseyer, of Ritchie Investment Company, and Steven C. Lee, of Lee Builders, Inc., to annex land generally located northwest of the intersection of 21st Street North and 159th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Initiate the annexation process and adopt the Resolution.

Background: The City has received a request to annex 127.5 acres of land generally located northwest of the intersection of 159th Street East and 21st Street North. The subject property does not abut the City of Wichita, and therefore is an island annexation request. The property owner anticipates that the proposed property will be developed with 160,000 square feet of office or commercial development and 80,000 of institutional development over the next 5 years. The Subdivision Committee of the Metropolitan Area Planning Commission approved the preliminary plat and authorized the preparation of the final plat at its regular meeting on Thursday, October 12, 2006.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 127.5 acres of property currently zoned "RR" Rural Residential. Upon annexation, the "RR" Rural Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north is undeveloped and is zoned "RR" Rural Residential. Property to the east is primarily undeveloped and is zoned as "SF-5" Single Family Residential. Property to the south is a mixture of single-family homes and agricultural property zoned as "SF-20" Single-Family Residential. Property to the west of the subject property is primarily undeveloped with a few farm homes and is zoned "RR" Rural Residential.

Public Services: The closest water line is a 30" water main along the south side of 21st Street North--south of the subject property. The closest sewer main is in the Krug North Addition, west of 143rd Street East, but it does not have the capacity for all of the subject area. So, a sewer main is under design that would come from the south, about mid-mile, between 143rd Street East

and 159th Street East to serve the subject area.

Street System: The subject property borders 21st Street to the south and 159th Street to the east. 21st Street North is a paved, two-lane road, and 159th Street East is a gravel road. The Sedgwick County Capital Improvement Program 2006-2010, the 2006 Transportation Improvement Program and the City of Wichita Capital Improvement Program (CIP) 2005-2014 have scheduled improvements to 21st Street North from K-96 to 159th Street East--along the southern edge of the subject property. In addition, the Sedgwick County Capital Improvement Program 2006-2010 and the 2006 Transportation Improvement Program have scheduled improvements to 159th Street East from 21st Street North to Kellogg--south of the subject property.

Public Safety: Fire services to this site can be provided by the City of Wichita within an eight (8) to nine (9) minute approximate response time from City Station No. 18, located at 2808 North Webb Road. 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: The Northeast Sports Complex, a 60-acre park, is located approximately 2 1/2 miles to the northwest of the proposed annexation site and is currently being developed for youth athletics.

School District: The annexation property is part of the Unified School District 385 (Andover 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 \$7,960 with a total assessed value of \$2,388. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$75 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 160,000 square feet of office or commercial property and 80,000 square feet of institutional property will be developed within the next five years. The total appraised value of this development after completion is estimated at \$25,600,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$161,804 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: If the City wishes to act upon an annexation request from a property owner for land not adjoining the City, K.S.A. 12-520c requires the adoption of a resolution by the City Council requesting the Sedgwick County Board of County Commissioners to make a finding that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other city located within the county. The City Clerk must file a certified copy of the resolution with the Board of County Commissioners. Within 30 days of such filing, the Board of County Commissioners must make their finding. If the finding is favorable to the City, then the City Council can proceed to give first reading of an ordinance annexing the requested property into the City of Wichita.

Recommendations/Actions: Initiate the annexation process and adopt the resolution.

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

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

SECTION 1. The governing body of the City of Wichita, Kansas hereby finds that a request for annexation of the following described land has been presented to it by the following property owners.

The Southeast Quarter of Section 1, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT, BEGINNING at the Southeast Corner of the Northeast Quarter of said Southeast Quarter; thence along the south line of said Northeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of S88°56'59"W, 933.12 feet; thence N00°34'25"W, 661.72 feet parallel with the west line of said Northeast Quarter; thence S88°58'38"W, 394.93 feet; thence N00°35'58"W, 666.09 feet to the Northwest Corner of said Northeast Quarter of said Southeast Quarter; thence N88°58'46"E, 1326.66 feet along the north line of said Northeast Quarter to the Northeast Corner of said Northeast Quarter; thence S00°38'46"E, 1327.30 feet along the east line of said Northeast Quarter to the POINT OF BEGINNING, AND EXCEPT for that part designated as 21st Street North, AND EXCEPT for that part designated as 159th Street East.

Property Address - Land generally located northwest of the intersection of 21st Street North and 159th Street East.

Property Key Number - MI 00003, MI 00003-1, MI 00003-1a, MI 00003-1b, & MI 00003-3, MI 00003-1C, and a portion of MI 00003-2A

Property Owners - Dale Graham, with Unified School District No.385
Rob Ramseyer, with Ritchie Investment Company
Steven C. Lee, with Lee Builders, Inc.

The governing body further finds that the above-described properties do not adjoin land within the boundaries of the City of Wichita. The governing body further finds that such annexation, at the request of the property owner, is advisable, desirable, and beneficial and in the interest of the public.

SECTION 2. The City of Wichita, Kansas hereby respectfully requests that the Board of County Commissioners of Sedgwick County, Kansas find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas all as provided in K.S.A. 12-520c.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, THIS ____ of _____, 2006

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law