

## **JUNE 05, 2007 AGENDA REPORTS**

### **Agenda Item No. 6a.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0495

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Water Distribution Systems for Southwest Passage and Turkey Creek 3rd Additions (along Pawnee, west of 119th St. West) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On January 9, 2007, and February 6, 2007, the City Council approved Petitions to construct a waterline along Pawnee, between 119th St. West and 135th St. West, to serve Southwest Passage and Turkey Creek 3rd Additions. The developers have submitted new Petitions to combine the improvement districts. The signatures on the new Petitions represent 100% of the improvement districts.

Analysis: The projects will serve new residential developments located on both sides of Pawnee, west of 119th St. West.

Financial Considerations: The Petitions totals \$279,000 with \$153,000 assessed to the improvement districts and \$126,000 paid by the Water Utility. The Utility share is for the cost of over sizing the pipe to serve future development outside the improvement districts.

Goal Impact: This project will address the Efficient Infrastructure goal by providing water system improvements for new residential development.

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

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

Attachments: Map, CIP Sheet, Petition and Resolution

132019-BID#37484

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90299 (NORTH OF PAWNEE, WEST OF 119TH ST. WEST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90299 (NORTH OF PAWNEE, WEST OF 119TH ST. WEST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90299 (north of Pawnee, west of 119th St. West).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Ninety-Three Thousand Dollars (\$93,000) exclusive of the cost of interest on borrowed money, with 64.52 percent payable by the improvement district and 35.48 percent of the total cost payable by the city of Wichita from Water Department Water Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2007, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**TURKEY CREEK 3RD ADDITION**

- Lots 1 through 43, Block A
- Lots 25 through 38, Block B
- Lots 1 through 82, Block C
- Lots 1 through 98, Block D
- Lots 1 through 17, Block E
- Lots 1 through 19, Block F
- Lots 48 and 49, Block F
- Lots 74 through 76, Block H

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

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 43, Block A, Lots 25 through 38, Block B, Lots 1 through 82, Block C, Lots 1 through 98, Block D, Lots 1 through 17, Block E, Lots 1 through 19, Block F, Lots 48 and 49, Block F and Lots 74 through 76, Block H, TURKEY CREEK 3RD ADDITION, shall each pay 1/278 of the total cost of the improvements.

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

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended and K.S.A. 12-693.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

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. 6b.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0496

TO: Mayor and City Council Members  
SUBJECT: Petitions for Paving, Drainage and Sanitary Sewer Improvements in Avalon Park 3rd and 4th Additions (east of Tyler, north of 37th St. North) (District V)  
INITIATED BY: Department of Public Works  
AGENDA: Consent

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Recommendation: Approve the new Petitions.

Background: On August 22, 2006, the City Council approved Petitions to construct paving, drainage, and sanitary sewer improvements in Avalon Park 3rd and 4th Additions. 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 east of Tyler, north of 37th St. North.

Financial Considerations: The existing Petitions total \$1,058,000 with the total assessed to the improvement districts. The new Petitions total \$1,294,000 with the total assessed to the improvement districts.

Goal Impact: The projects address the Efficient Infrastructure goal by providing paving, sanitary sewer and 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.

132019-BID#37484

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON LAKE RIDGE FROM THE SOUTH LINE OF AVALON PARK 3RD TO THE WEST LINE OF LOT 36, BLOCK 1; LAKE RIDGE COURT FROM THE EAST LINE OF LAKE RIDGE TO AND INCLUDING THE CUL-DE-SAC; LAKE RIDGE COURT FROM THE WEST LINE OF LAKE RIDGE TO AND INCLUDING THE CUL-DE-SAC; CANDLEWOOD CIRCLE FROM THE WEST LINE OF LAKE RIDGE TO AND INCLUDING THE CUL-DE-SAC;

AND A SIDEWALK TO BE INSTALLED ALONG THE EAST LINE OF LAKE RIDGE (EAST OF TYLER, NORTH OF 37TH ST. NORTH) 472-84441 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON LAKE RIDGE FROM THE SOUTH LINE OF AVALON PARK 3RD TO THE WEST LINE OF LOT 36, BLOCK 1; LAKE RIDGE COURT FROM THE EAST LINE OF LAKE RIDGE TO AND INCLUDING THE CUL-DE-SAC; LAKE RIDGE COURT FROM THE WEST LINE OF LAKE RIDGE TO AND INCLUDING THE CUL-DE-SAC; CANDLEWOOD CIRCLE FROM THE WEST LINE OF LAKE RIDGE TO AND INCLUDING THE CUL-DE-SAC; AND A SIDEWALK TO BE INSTALLED ALONG THE EAST LINE OF LAKE RIDGE (EAST OF TYLER, NORTH OF 37TH ST. NORTH) 472-84441 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 06-451 adopted on August 22, 2006 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Lake Ridge from the south line of Avalon Park 3rd to the west line of Lot 36, Block 1; Lake Ridge Court from the east line of Lake Ridge to and including the cul-de-sac; Lake Ridge Court from the west line of Lake Ridge to and including the cul-de-sac; Candlewood Circle from the west line of Lake Ridge to and including the cul-de-sac; and a sidewalk to be installed along the east line of Lake Ridge (east of Tyler, north of 37th St. North) 472-84441.

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 Six Hundred Fifteen Thousand Dollars (\$615,000) 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 May 1, 2007 exclusive of the costs of temporary financing.

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

**AVALON PARK 3RD ADDITION**

Lots 36 through 52, Block 1

Lots 1 through 5, and 11 through 33, Block 2

**AVALON PARK 4TH ADDITION**

Lots 1 through 8, Block 1

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 36 through 52, Block 1; and Lots 1 through 5, and 11 through 33, Block 2; AVALON PARK 3RD ADDITION, and lots 1 through 8, Block 1, AVALON PARK 4TH ADDITION, shall each pay 1/53 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

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

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

## **Agenda Item No. 6c.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0497

TO: Mayor and City Council Members

SUBJECT: Petition for Street Paving in Valencia Addition (east of Meridian, south of 51st St. North) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On March 13, 2007, the City Council approved a Petition to pave streets in Valencia Addition. An attempt to award a construction contract within the budget contained in the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located east of Meridian, south of 51st St. North.

Financial Considerations: The existing Petition totals \$189,000. The new Petition totals \$192,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paving improvements required for a new residential subdivision.

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 Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution

132019-BID#37484

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON ATHENIAN, FROM THE SOUTH LINE OF 51ST ST. NORTH TO THE SOUTH LINE OF LOT 8, BLOCK 2; ATHENIAN CT., FROM THE EAST LINE OF ATHENIAN THROUGH AND INCLUDING THE CUL-DE-SAC (EAST OF MERIDIAN, SOUTH OF 53RD ST. NORTH) 472-84473 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON ATHENIAN, FROM THE SOUTH LINE OF 51ST ST. NORTH TO THE SOUTH LINE OF LOT 8, BLOCK 2; ATHENIAN CT., FROM THE EAST LINE OF ATHENIAN THROUGH AND INCLUDING THE CUL-DE-SAC (EAST OF MERIDIAN, SOUTH OF 53RD ST. NORTH) 472-84473 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 06-539 adopted on October 17, 2006 and Resolution No. 07-177 adopted on March 13, 2007 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Athenian, from the south line of 51st St. North to the south line of Lot 8, Block 2; Athenian Ct., from the east line of Athenian through and including the cul-de-sac (east of Meridian, south of 53rd St. North) 472-84473.

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 One Hundred Ninety-Two Thousand Dollars (\$192,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 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:

VALENCIA ADDITION  
Lots 13 through 24, Block 1  
Lots 1 through 8, Block 2

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 on a fractional basis: Lots 13 through 24, Block 1, and Lots 1 through 8, Block 2, VALENCIA ADDITION, shall each pay 1/20 of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

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

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)

**Agenda Item No. 6d.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0498

TO: Mayor and City Council Members

SUBJECT: Petition for Drainage Improvements to serve Hampton Square Addition  
(west of Maize, north of 37th St. North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide erosion control improvements for a storm water detention pond in a new commercial development located west of Maize, north of 37th St. North.

Financial Considerations: The Petition totals \$80,000. The funding source is special assessments.

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

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

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

Attachments: Map, CIP Sheet, Petition and Resolution.

132019-BID#37484

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 328 (WEST OF MAIZE, NORTH OF 37TH ST. NORTH) 472-84356 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. 328 (WEST OF MAIZE, NORTH OF 37TH ST. NORTH) 472-84356 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 328 (west of Maize, north of 37th St. North) 468-84356.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Eighty Thousand Dollars (\$80,000) 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 May 1, 2007, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

HAMPTON SQUARE ADDITION  
Lots 1 through 9, Block 1

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

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

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

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

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

**Agenda Item No. 8a.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0499

TO: Mayor and City Council

SUBJECT: Waterman Storm Drain and Paving Improvements: Utility Agreements  
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreements.

Background: On February 7, 2006, the City Council approved a project to install a concrete box culvert and reconstruct Waterman between Main and Washington. A part of the work is the construction of a common utility duct bank to be used by Westar and Cox Communication so their facilities will be underground as required by their franchise agreements. In addition, AT&T will reimburse the City for the cost of project modifications to allow their existing underground facilities to remain in place.

Analysis: Agreements have been prepared to establish the basis for the payments to the City and the Utilities' rights to use the duct bank.

Financial Considerations: The estimated contribution from the private utility companies totals \$1,045,000.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by improving an important transportation route.

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

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

Attachments: Agreements

**Agenda Item No. 8b.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0500

TO: Mayor and City Council Members

SUBJECT: Consent Agreement for Encroachment into Existing Easement  
for Four Mile Creek Sanitary Sewer in Krug South Addition  
(South of 21st Street, East of 143rd Street) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The construction of a sanitary sewer and weir wall for a portion of Four Mile Sanitary Sewer, located in Krug South Addition (South of 21st Street, East of 143rd Street) will encroach into an existing Westar overhead electric transmission line easement. Westar has agreed to consent to co-location where necessary for the Four Mile Creek Sewer within the existing easement.

Analysis: An Agreement has been prepared which formalizes this arrangement.

Financial Considerations: No cost to City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for a new residential subdivision.

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

Recommendation/Action: Approve the Agreement and authorize the necessary signatures.

Attachments: Consent Agreement

**Agenda Item No. 8c.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0501

TO: Mayor and City Council

SUBJECT: Cost of Service Analysis for Water and Sewer Rates and Update of Plant Equity Fees

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Contract Amendment with Black & Veatch for completion of a comprehensive Cost of Service Analysis for Water and Sewer Utility rates.

Background: A Cost of Service Analysis (COSA) for Water and Sewer rates was last conducted in the early 1990s. The cost elements that go into computation of utility rates change over time, particularly relating to utility assets, plant capacity, usage characteristics and other factors.

On September 12, 2006, City Council approved a Contract for updating the COSA. The time required to produce reports from the customer information system, relative to usage patterns, led to a delay in conducting the study, and it is not deemed desirable to proceed without incorporating 2006 financial data.

Analysis: Incorporation of the 2006 financial data will result in completion of an up-to-date COSA. City Council approval of the Contract Amendment will allow this to happen.

Financial Considerations: The additional cost associated with the Amendment totals \$1,750. The Cost of Service Analysis is not expected, nor designed, to achieve increases in revenues.

Goal Impact: This proposed action will promote achievement of ensuring efficient infrastructure.

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

Recommendations/Actions: It is recommended that City Council: 1) approve the Contract Amendment; and 2) authorize the necessary signatures.

Attachments: Contract Amendment with Black & Veatch.

**Agenda Item No. 8d.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0502

TO: Mayor and City Council

SUBJECT: Transit Service Agreement for Oaklawn Improvement District (District III)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve contract to allow Wichita Transit to provide transit service to the Oaklawn Improvement District.

Background: For the past several years, Wichita Transit has provided fixed-route and paratransit van service to the Oaklawn Improvement District. Currently, Sedgwick County reimburses Wichita Transit for the actual cost of providing such service according to a year-by-year contractual agreement. The purpose of this action is to establish the contractual agreement for 2007, with option year 2008.

Analysis: Wichita Transit operates one fixed-route, which provides service to the the Oaklawn area. Paratransit service is also provided to Oaklawn based on ADA guidelines (which require service in areas in which fixed-route service is provided). In 2007, an estimated 700 hours of fixed-route service will be provided. The estimated hourly cost for this service is \$52.24 (\$74.63 per hour less revenues and federal funding credit). Paratransit service cost is estimated at \$12.19 per trip, with an estimated 30 trips per month to be provided in 2007.

Financial Considerations: Based on the projected service levels, the total projected revenue from the 2007 agreement will be \$29,014 after deducting passenger revenues and federal credit. The adopted 2007 budget includes the expenditure authority necessary to provide the service.

Goal Impact: To ensure efficient infrastructure and optimizing use of public facilities and assets.

Legal Consideration: City Council approval is required for contracts in excess of \$25,000.

Recommendations/Actions: Approve the contract and authorize the necessary signatures.

Attachment: Transit Service Agreement (Oaklawn Improvement District)

TRANSIT SERVICE AGREEMENT  
(Oaklawn Improvement District)

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Wichita, Kansas, hereafter referred to as "City," and Sedgwick County, Kansas, hereafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to provide public transportation to a certain unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District; and

WHEREAS, City operates Wichita Transit, which provides public transportation throughout the City of Wichita; and

WHEREAS, County desires to contract with City to provide public transportation through Wichita Transit to said unincorporated area of Sedgwick County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. City, through Wichita Transit, agrees to provide public transportation to the unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District through the extension of a bus route to said area by way of Wichita Transit's regular route service. In addition, City will provide paratransit van services to meet Americans With Disabilities Act (ADA) guidelines.
2. Route service will operate Monday through Saturday and will run a minimum of eighteen (18) one-way trips per day. Paratransit services will operate Monday through Saturday and will be provided under present program guidelines. Trip totals are subject to change as demand and/or revenues require, with proper coordination between City and County.
3. County agrees to pay the City's actual costs to operate said services to the Oaklawn Improvement District, which, for 2007, is estimated to cost \$29,014. City's costs for this service will not exceed this amount without County approval.
4. City agrees to bill County on a quarterly basis and provide, at the same time, an operating report on the Oaklawn service, which will include ridership trips, passenger fare revenue, and other pertinent information.
5. City shall have sole discretion as to the time, means, and methods of providing bus service on the Oaklawn service, and the only obligation of County pertaining thereto and the only liability assumed by County hereunder is to pay the costs required in paragraph 3 above.

6. Either party may terminate this Agreement upon sixty (60) days' advance written notice to the other party. Such notice may be hand-delivered or sent via first-class mail. Notice must be given by City to the County Clerk, Sedgwick County Counselor's Office, and the director of the Sedgwick County Division of Community Development. Notice must be given by the County to the City Clerk, City of Wichita Department of Law, and the General Manager of Wichita Transit.

7. The term of this Agreement shall be for the period commencing January, 2007, and ending on December 31, 2007, with an option to renew the Agreement under the same terms and conditions for two (2) successive one (1)-year terms by mutual written agreement of the parties.

8. This Agreement is not intended to and, in fact, does not create a partnership or joint venture relationship between the parties hereto. City shall be an independent contractor to County for purposes of this Agreement.

9. The right of the City and County to enter into this agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted so as to ensure that the City and County shall, at all times, stay in conformity with such laws and, as a condition of this Agreement, the City and County reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be reasonably deemed to violate the terms of such laws.

10. This Agreement constitutes the complete agreement between the parties hereto. No amendment, waiver, or modification of this agreement shall be effective unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

SEDGWICK COUNTY, KANSAS                      CITY OF WICHITA, KANSAS  
By order of the City Council

David M. Unruh, Chairman                      Carl Brewer, Mayor

Attest:                      Attest:

Don Brace                      Karen Sublett

Approved as to form:

Approved as to form:

Aaron T. Blase  
Assistant County Counselor

Gary E. Rebenstorf  
Director of Law and City Attorney

INTERLOCAL AGREEMENT  
for PLANNING and PREVENTIVE MAINTENANCE

This Interlocal Agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and the City of Derby, Kansas (“DERBY”).

WICHITA and DERBY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide ongoing support to the transit services provided by WICHITA and DERBY. It is, therefore, mutually agreed as follows:

1. Term. The Agreement shall be effective upon execution by all parties hereto and shall be effective for federal fiscal year 2007, terminating on December 31, 2007, unless terminated earlier as allowed below.
2. Operations and Management. WICHITA and DERBY shall each be solely responsible for the separate operation and management of their respective public transportation systems. WICHITA and DERBY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist DERBY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit database, etc.
3. Allocation of FY 2007 Section 5307 Funds. For FY 2007, DERBY shall be designated by WICHITA to be a subgrantee to receive Section 5307 funding in the amount of \$50,000.00, plus \$25,000.00 of previous year’s funding.
4. Application for Section 5307 Funding. WICHITA shall apply to the FTA for funding under Paragraph 3. The funds received by DERBY shall be matched at appropriate percentage by local funds secured by DERBY and shall be available for use by DERBY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.
5. Future Section 5309 Applications. WICHITA and DERBY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by DERBY.

6. Carryover of Funds. Funds allocated to DERBY pursuant to Paragraph 4 may be carried over for two years after the year in which they are apportioned. For example, DERBY may apply for funds apportioned in FY 2006 until September 30, 2008. If, for any reason, DERBY does not submit grant applications for all of its allocated funds within that time period, WICHITA shall be entitled to apply for any remaining funds.

7. Compliance with Laws. WICHITA and DERBY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

8. Extension of Agreement. WICHITA and DERBY may extend this Agreement on a year-to-year basis with written approval of both parties.

9. Establishment and Maintenance of Records. DERBY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, DERBY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

10. Reports and Information. DERBY, at such times and in such forms as WICHITA or its designated and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.

11. Audits and Inspections. DERBY shall, at any time, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

12. Discrimination.

(a) Discrimination Prohibited. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of DERBY receiving funds pursuant to this Agreement.

(b) DERBY further agrees to implement and comply with the "Revised Nondiscrimination and Equal Employment Opportunity Statement" for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans With Disabilities Act of 1990, as amended.

13. Payments.

(a). Compensation and Method of Payment. Compensation and method of payment to DERBY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of WICHITA.

(b). Total Payments. Total payments to DERBY will be the contract amount of \$50,000.00 starting January 1, 2007, to December 31, 2007, unless federal appropriations are diminished from WICHITA requested total grant.

(c). Restriction on Disbursements. No grant funds shall be disbursed to the DERBY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

14. Termination Clause. Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

(a). Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;

(b). This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;

(c). Either party hereto may also, by giving thirty days written notice, terminate this Agreement for convenience;

(d). Upon receipt of notice of termination DERBY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit within a reasonable period of time to be specified by WICHITA a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

15. Appendices. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C FTA Master Agreement of October 1, 2003
- Exhibit D Federal Fiscal Year 2007 Certifications and Assurances for FTA Assistance Programs

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF DERBY, KANSAS

CITY OF WICHITA, KANSAS

By order of the City Council

By order of the City Council

\_\_\_\_\_  
Dion Avello, Mayor

\_\_\_\_\_  
Carl Brewer, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Alexander, City Attorney

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Epperson, City Clerk

\_\_\_\_\_  
Karen Sublett, City Clerk

Exhibit A  
Nondiscrimination and Equal Employment Opportunity Statement

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

A. During the performance of this Agreement, 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 Agreement 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 Agreement 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 Agreement, 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 Nondiscrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination 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 nondiscrimination 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 Agreement, 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.

#### Exhibit B

##### Scope of Services and Method of Payment

Butler County will provide transportation services to the general public residing in Andover, Butler County, Kansas.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant for the period from January 1 - December 31, 2006 is \$25,000.00.

#### Exhibit C

Master Contract (attached)

#### Exhibit D

Federal Fiscal Year 2006 Certifications and Assurances for FTA Assistance Programs (attached)

**Agenda Item No. 9a.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0503

TO: Mayor and City Council Members

SUBJECT: Change Order: Water Distribution System in The Fairmont Addition  
(north of 21st, west of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 15, 2006, the City Council approved a construction contract with McCullough Excavation, Inc. to construct a water distribution system in The Fairmont Addition. Part of the pipeline crosses a high-pressure gas pipeline. After work began, and the new waterline was in place, Kansas Department of Health and Environment notified us that the waterline near the gas pipeline be steel encased with petroleum resistant materials. This required that the line be exposed and some of it removed to allow the casing to be installed.

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

Financial Considerations: The total cost of the additional work is \$10,550 with the total paid by Special Assessments. The original contract amount is \$42,500. This Change Order represents 24.8% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by proving a water distribution system required for new development.

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

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

Attachments: Change Order.

**Agenda Item No. 10a.**

CITY OF WICHITA  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0504

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 123 North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition is a twenty-foot strip of land along West Street at 123 North West Street, a single-family residence.

Analysis: The proposed 1,200 square foot acquisition was appraised at \$6,000 or \$5.00 per square foot. The improvements consist of a 1918, one-story, single-family home. In the after, the improvements will be an approximate sixteen feet west of the new right-of-way line. The appraiser did not take into consideration that the property would remain as its existing use in the after. Without an assemblage of other properties, the house still has value. The appraised offer was declined. The owner is willing to settle for \$10,000, an additional \$4,000 for proximity damages. This is considered reasonable for the property will continue at its current use and will only be sixteen feet from the new line.

Financial Considerations: The funding source for the the project is General Obligation Bonds. A budget of \$12,500 is requested. This includes \$10,000 for the acquisition and \$2,500 for closing costs and title insurance.

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

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

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

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

**Agenda Item No. 10b.**

CITY OF WICHITA  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-505

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 438 North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition is a twenty-foot strip of land along West Street at 438 North West Street, a single-family residence.

Analysis: The proposed 2,337 square foot acquisition was appraised at \$12,854 or \$5.50 per square foot. The improvements consist of a 1952, one-story, single-family home. The improvements are approximately 25 feet east of the proposed right-of-way line and not impacted by the project. There are two driveways that serve the subject property, one to the house and a second drive to the vacant land behind and to the south of the house. The southern driveway will be eliminated. The owner has agreed to accept \$15,000, an additional \$2,146 as cost to cure the combining of the two driveways. Though the curb cut will be constructed as a part of the project, this is a reasonable cost to cover the landowner's expenses of resetting the driveway and correcting the landscaping on his land retained.

Financial Considerations: The funding source for the the project is General Obligation Bonds. A budget of \$17,500 is requested. This includes \$15,000 for the acquisition and \$2,500 for closing costs and title insurance.

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

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

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

**Agenda Item No. 10c.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0506

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5811 East Skinner for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires partial acquisitions of ten, residential parcels along the north side of the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5811 E. Skinner is one of the ten parcels.

Analysis: The proposed acquisition area is located at the southeast portion of the property, behind the residential improvements of 5811 E. Skinner and along Gypsum Creek. The proposed area consists of approximately 2,061 square feet and is made up of wooded land. The subject parcel improvements are not impacted by the project. The landowner accepted an appraised offer of \$2,575.

Financial Considerations: \$3,825 is the requested budget for the acquisition of this parcel. This amount includes the \$2,575 purchase price and \$1,250 for closing costs and title insurance. The funding source is General Obligation Bonds repaid by StormWater Utility Funds.

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

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

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

Attachments: Real Estate purchase agreement and aerial map.

**Agenda Item No. 10d.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0507

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5919 East Skinner for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires partial acquisitions of ten, residential parcels along the north side of the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5919 E. Skinner is one of the ten parcels.

Analysis: The proposed acquisition area is located at the south portion of the property, behind the residential improvements of 5919 E. Skinner and along Gypsum Creek. The proposed area consists of approximately 4,235 square feet and is made up of wooded land. The subject parcel improvements are not impacted by the project. The landowner accepted an appraised offer of \$5,300.

Financial Considerations: \$6,550 is the requested budget for the acquisition of this parcel. This amount includes the \$6,300 purchase price and \$1,250 for closing costs and title insurance. The funding source is General Obligation Bonds repaid by StormWater Utility Funds.

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

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

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

Attachments: Real Estate purchase agreement and aerial map.

**Agenda Item No. 10e**

CITY OF WICHITA  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0550

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4001 S. Seneca and 1525 W. MacArthur for the MacArthur; Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: On February 7, 2006, City Council approved the reconstruction of MacArthur to provide four lanes, with left turn lanes and landscaped medians. The intersection of MacArthur and Meridian will be signaled and storm water sewer will be built. There are sixteen parcels that are affected by the project. All of the acquisitions involve partial, strip takings along the existing roadway. No improvements are impacted by the proposed project. The City requires a 10 foot strip of land as road right-of-way from the properties located at 4001 S. Seneca and 1525 W. MacArthur. These properties are adjacent to one another and are in one ownership. Both properties combined consist of 110 acres and are mostly vacant. On April 17, 2007, City Council approved the initiation of acquisition of the remaining parcels by eminent domain due to time constraints. Staff continued to negotiate the subject parcels in attempt to reach an agreement.

Analysis: 4001 S. Seneca is improved with a fuel and convenience store. 1525 W. MacArthur is improved with a bar/club. They are zoned Single Family-5 and that part designated as the fuel and convenience store site, is zoned Limited Commercial. All improvements are removed from the proposed acquisition area and are not impacted by the project. An advertising sign will be relocated by the owner. The proposed right-of-way consists of 29,437 square feet. The owner declined the appraised offer of 16,155, \$.55 per square foot.

The owner has agreed to sell the necessary right-of-way for \$42,000, or \$1.43 per square foot. This equates to the amount the owner is to receive from a gas line company for a new, underground easement parallel to our proposed right-of-way. As this was an open market transaction between two private parties, it is recommended we accept the \$42,000 counter offer.

Financial Considerations: A budget of \$44,500 is requested. This includes \$42,000 for the acquisition, \$2,500 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 these parcels is necessary to ensure efficient infrastructure.

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.

**Agenda Item No. 11.**

City of Wichita  
City Council Meeting

June 5, 2007

Agenda Report No. 07-0508

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures  
Council Districts I, IV, and VI

INITIATED BY: Office of Central Inspection

AGENDA: Consent

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Recommendations: Adopt the resolutions.

Background: On May 7, 2007, the Board of Code Standards and Appeals (BCSA) held a hearing on the following nine (9) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

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

Property Address	Council District
a. 2612 East 13th St. N.	I
b. 1645 North Mathewson	I
c. 2215 North Minneapolis	I
d. 1927 East Looman	I
e. 917 North Oliver	I
f. 856 North Oliver	I
g. 1117 South Main	I
h. 319 South Dodge	IV
i. 2402 West 29th St. N. #20	VI

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

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

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on July 17, 2007 at 9:30 a.m. or as soon thereafter.

Attachments: Letters to Council, Summaries, and Resolutions.

**Agenda Item No.12.**

CITY OF WICHITA  
City Council Meeting

June 5, 2007

Agenda Report No. 07-0509

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

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Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. Lists of weapons being destroyed have been provided (attached Exhibit A), and includes 56 long guns and 129 handguns. The destruction of the weapons will be witnessed and monitored by Staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

### **Agenda Item No. 13.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0510

TO: Mayor and City Council Members

SUBJECT: Resolution Ordering a Public Hearing: Mead Street Improvement, between 3rd and Central (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: Mead Street, between 3rd and Central, is an unpaved road that drains poorly and is very difficult to maintain. The adjacent area contains commercial buildings and an electric transformer substation. Attempts to obtain a valid paving Petition to improve the street to an urban standard have not been successful. A Resolution to order a public hearing on July 10, 2007, has been prepared and will provide an opportunity for the project to proceed.

Analysis: The completed project will be a two lane concrete roadway with on-street parking, landscaping, trash enclosures and ornamental streetlights. It will improve access to adjoining businesses and will serve as a northern gateway to the Old Town District.

Financial Considerations: The estimated project cost is \$530,000 with \$295,000 assessed to the improvement district and \$235,000 paid by the City. The proposed method of assessment is the square foot basis. The estimated rate of assessment to individual properties is \$2.29 per square foot of ownership. The City share is for the cost of the parking spaces and project amenities. The funding source for the City share is General Obligation Bonds, which will need to be included as a part of our upcoming CIP.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing paved access in an existing commercial area and improved access to Old Town.

Legal Considerations: State Statutes provides the authority for the City Council to order in paving projects. Adopting the Resolution does not obligate the Council to approve the project, only to hold a public hearing on July 10, 2007.

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

Attachments: Map, Spreadsheet, and Resolution

132019-BID#37484

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DIRECTING AND ORDERING A PUBLIC HEARING ON THE  
ADVISABILITY OF AN IMPROVEMENT**

A resolution directing and providing for a public hearing on the advisability of improvements consisting of paving MEAD FROM THE SOUTH LINE OF CENTRAL TO THE NORTH LINE OF 3RD ST. NORTH 472-84561 in the City of Wichita, Kansas, all as provided by KSA 12-6a04. Said hearing shall be held on May 1, 2007 in the City Council Chambers of City Hall at 9:00 a.m.

Be it further resolved: That the City Clerk of the City of Wichita, Kansas shall give notice of the aforesaid public hearing by publication in the official city newspaper in the manner provided by KSA 12-6a04 in the following form:

**NOTICE OF HEARING**

**NOTICE OF HEARING ON IMPROVEMENTS CONSISTING OF PAVING PAVING  
MEAD FROM THE SOUTH LINE OF CENTRAL TO THE NORTH LINE OF 3RD ST.  
NORTH 472-84561, IN THE CITY OF WICHITA, KANSAS.**

Notice is hereby given that the Governing Body of the City of Wichita, Kansas will hold a hearing as provided by KSA 12-6a04, at its regular meeting on May 1, 2007. Said meeting to be held in the City Council Chambers of the City Building, 455 North Main Street at 9:00 a.m. Said hearing to begin at 9:00 a.m., for the purpose of considering the advisability of the following improvements:

**SECTION 1. That it is necessary and in the public interest to pave paving MEAD  
FROM THE SOUTH LINE OF CENTRAL TO THE NORTH LINE OF 3RD ST. NORTH 472-  
84561.**

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

**SECTION 2. That the estimated and probable cost of the foregoing improvement being  
Five Hundred Thirty Thousand Dollars (\$530,000), exclusive of the cost of interest on borrowed  
money, with 51.88 percent payable by the improvement district and 48.12 percent payable by the  
City-at-large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1  
percent per month from and after May 1, 2007.**

**SECTION 3. That the cost of said improvement attributable to the improvement district,  
when ascertained, shall be assessed against the land lying within the improvement district  
described as  
follows:**

## HINTON'S SUBDIVISION OF EAST WICHITA ADDITION

The E 150' of Reserve A

### UNPLATTED TRACTS

In Section 21, Twp 27S, R1E

The W ½ of the following tract: Beginning 40' S & 536' W of the NE corner of the NW ¼; thence S 145' W 128.75' N 145' E 125' to the beginning.

The W ½ of the following tract: Beginning 185' S & 532.25' W of the NE corner of the NW ¼; thence S 75' W 130.69' N 75' to the beginning.

The W ½ of the following tract: Beginning 661' W & 260' S of the NE corner of the NW ¼; thence S 85' E 132.88' N 85' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 345' S of the NE corner of the NW ¼; thence S 40' E 133.92' N 40' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 385' S of the NE corner of the NW ¼; thence S 50' E 135.21' N 50' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 505' S of the NE corner of the NW ¼; thence N 70' E 135.21' S 70' W to the beginning.

The W ½ of the following tract: Beginning 661' W & 630' S of the NE corner of the NW ¼; thence N 125' E 137.02' S 125' W to the beginning.

SECTION 4. That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

The hearing may be adjourned from time to time until the Governing Body of the City of Wichita, Kansas shall have made findings by resolution as to the advisability of the improvements, the nature of the improvements, the estimated cost, the boundaries of the improvement district and the method of assessment, all as finally determined by the said Governing Body: Provided the area of the proposed improvement district to be assessed may be less than but shall not exceed the area proposed to be assessed as stated in this Notice of Hearing without giving notice and holding a new hearing on the improvements. All persons desiring to be heard with reference to the proposed improvements will be heard at this hearing.

That this resolution shall be published twice in the official City newspaper. The two publications shall be a week apart and at least three days shall elapse between the last publication and the hearing.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

**Agenda Item No. 14.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0511

TO: Mayor and City Council Members

SUBJECT: Relocation of Gas Lines in Crestlake Addition (north of Central, west of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Authorize the payment of gas line relocation.

Background: On April 18, 2006, the City Council approved a Petition to provide paving to Crestlake Addition, a new development, located north of Central and west of 127th Street East. Relocation of natural gas lines is required as a part of this project.

Analysis: Estimated cost to relocate the KGAS gas lines is \$11,391.33. An invoice is attached detailing these expenditures.

Financial Considerations: Funds are available in the project to provide for utility relocation costs. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paving improvements required for a new residential subdivision.

Legal Considerations: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council authorize payment in the amount of \$11,391.33.

Attachments: Invoice.

## **Agenda Item No. 15.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0512

TO: Mayor and City Council

SUBJECT: Water Distribution Inventory Budget

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the adjusted budget.

Background: The Water Utility has an annual inventory budget of \$1.5 million which is managed by the Water Distribution division. This budget allows the division to maintain an inventory of materials and small equipment used on a daily basis and to take advantage of bulk purchases.

As materials and equipment purchased through inventory are used, the cost is transferred to the correct Organizational Cost Account (OCA) in either the operating budget or the CIP budget, and to the correct Object Level (OL3). The operating budget includes both the inventory and expense budgets, but at year-end the expense is recorded only in the correct OCA and OL3, rather than in the inventory budget. Nothing is purchased through inventory that is not budgeted in either the operating budget or the CIP budget.

Analysis: CIP project W-552, AMR Implementation Phase II, was approved by the City Council on December 13, 2005, with a budget of \$2.9 million. Approximately \$1 million was allotted in 2006 and 2007 for automated meters. The meters are initially purchased through the inventory budget so that they can be properly accounted for and so there are not two sets of meters --- one set purchased through inventory and one set purchased through the CIP project. The purchase of these meters, however, is depleting the inventory budget.

Financial Considerations: Increasing the inventory budget by \$1.1 million to allow the meters to be purchased through inventory will not increase actual expenditures.

Goal Impact: Adjusting the inventory budget will help ensure efficient infrastructure and is specifically related to providing reliable, compliant and secure utilities.

Legal Considerations: City Council approval is required for budget adjustments.

Recommendations/Actions: It is recommended that the City Council approve increasing the inventory budget by \$1.1 million.

Attachments: There are no attachments.

## **Agenda Item No. 16.**

City Of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0513

TO: Mayor and City Council Members

SUBJECT: Grant Application - Homeless Assistance Programs (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: 1) Approve the submission of the Shelter Plus Care Grant application, and 2) support the submission of the Wichita/Sedgwick County 2007 Continuum of Care Application.

Background: On January 18, 2007, the Department of Housing and Urban Development (HUD) issued a Notice of Funding Availability (NOFA) for the 2007 Continuum of Care Homeless Assistance Programs. The NOFA makes funds available for a variety of homeless programs including Permanent Supportive Housing, Transitional Housing, Shelter Plus Care, and the Homeless Management Information System used to track the progress of homeless individuals moving through the Continuum of Care.

The Community Council on Homeless Advocacy (CCHA) has worked with the United Way of the Plains to prepare and submit an application for the Wichita-Sedgwick County area for the following projects:

Transitional Housing. ComCare is seeking funding to renew their Transitional Housing Project for persons with mental illness and substance abuse disorders. The funding will allow staff to provide supportive services and provide operational funds for the units. Wichita Children's Home is also requesting funds to continue the Bridges Transitional Living Program. Funds will provide case management and counseling for the clients and maintenance, utilities and insurance for the upkeep of the transitional units. United Methodist Open Door is requesting the continuance of their transitional housing programs that assists individuals, families and women and their children who are survivors of domestic violence. Clients will receive advocacy and other supportive services that will assist them to focus on moving towards permanent housing without violence. Inter-Faith Ministries of Wichita, Inc. is seeking funding to continue the Ti'Wiconi Safe Haven Transitional Housing for the severely mentally ill and chronically homeless persons. Funding will provide supportive services and operational costs to assist chronically homeless individuals to become self-sufficient and move into permanent housing.

Permanent Housing. Inter-Faith Ministries of Wichita, Inc. is applying for the continuation of supportive services and operating costs for Villa North. These funds will allow Inter-Faith to continue to provide case management, on-call services and life skills assistance to assist 18 formerly homeless persons to maintain their self-sufficiency. Inter-Faith Ministries is also

requesting funds for Villa Central to provide permanent housing and supportive services for homeless persons. Funds will be utilized for the operation of the facility to assist 20 chronically homeless persons.

Shelter Plus Care. The City of Wichita Housing Authority has prepared an application for a one-year renewal of the Shelter Plus Care program to fund 102 renewal housing units and 5 new housing units for homeless persons with disabilities, including serious mental illness, chronic drug and/or alcohol problems, and/or HIV/AIDS related diseases. This tenant rental assistance program will assist clients and their families in ways that prevent them from living in places not intended for human habitation (e.g. streets) or emergency shelters. Shelter Plus Care funds must be matched by an equal amount in supportive services. Therefore, this program provides a range of supportive services funded by other local sources in response to the needs of the hard to reach homeless population with disabilities.

Analysis: The United Way and the CCHA have worked together to implement the community proposal ranking process, which will be included in the final application that the United Way will submit to HUD on behalf of local proposers, by the June 15, 2007 deadline. Funding for the projects will come directly from HUD, with grant agreements to be executed between HUD and the project sponsors. With the exception of the Shelter Plus Care applications, which are sponsored by the Wichita Housing Authority, HUD will contract directly with agencies which are funded through this SuperNOFA.

Funding requests for the 2007 Continuum of Care projects are as follows:

#### COMCARE

- Transitional Housing Program (1 year renewal) \$278,531

#### Inter-Faith Ministries

- Villa North (1-year renewal) \$56,420
- Villa Central (1-year renewal) \$43,050
- Ti'Wiconi Safe Haven (2-year renewal) \$276,394

#### United Methodist Open Door

- Purchased (1-year renewal) \$56,238
- Leased (2-year renewal) \$168,754

#### United Way of the Plains

- Homeless Information Management System (1-year renewal) \$88,477

#### Wichita Children's Home

- Bridges Transitional Housing Program (1-year renewal) \$101,218

#### City of Wichita Housing Authority

- Shelter Plus Care (renewal housing vouchers) \$677,208
- Shelter Plus Care (new housing vouchers) \$141,000

Financial Considerations: The Department of Housing and Urban Development has announced a preliminary "pro-rata" need for the City of Wichita and Sedgwick County in the amount of \$1,069,482. All matching funds required by the projects included in this grant would be provided by the sponsoring agencies, or in the case of Shelter Plus Care, by the partnership agencies. Support by the Council for the application obligates no funding from the City of Wichita.

Goal Impact: Supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: None.

Recommendation/Action: 1) Approve the submission of Shelter Plus Care Grant application and authorize the Mayor to sign the requisite application and subsequent contract award documents; 2) authorize signature on the letter of support for the Continuum of Care Application; 3) authorize signatures for the Consistency with the Consolidated Plan forms required for all projects (Form HUD 2991).

June 5, 2007

HUD Headquarters  
Robert C. Weaver Building  
451 Seventh Street, SW  
Room 7270  
Washington, DC 20410

Subject: Continuum of Care Homeless Assistance Programs

To Whom It May Concern:

On behalf of the citizens of Wichita, I wish to express my support for the Continuum of Care Homeless Assistance Program application prepared and submitted by homeless service providers in our community. The Wichita City Council voted to support this year's application during its June 5, 2007 meeting.

The City of Wichita has a longstanding partnership with the local providers and addressing the needs of the homeless is one of the priorities established in our 2004/2008 Consolidated Plan.

Your favorable consideration of the Wichita Continuum of Care Homeless Assistance Program application will be sincerely appreciated and will enable this community to continue its ongoing efforts to assist this segment of our population at their time of need.

Sincerely,

Carl Brewer  
Mayor

**Agenda Item No. 17.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0514

TO: Mayor and City Council Members

SUBJECT: Surplus of Vacant Lot Located adjacent to 1048 North Mathewson  
(District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Declare the property surplus and approve for sale.

Background: The property under consideration is a vacant lot located in a residential area, specifically south and adjacent to 1048 North Mathewson. It was acquired in 1974 and is legally described as Lots 27-29, Allen now Mathewson Ave. Getto's Addition to Wichita. It is zoned for single family use.

Analysis: All City departments have been notified and do not foresee a need to retain ownership of the property for future use. The property will first be made available to the non-profit community housing development organizations prior to putting it on the open market.

Financial Considerations: The City would no longer be responsible for the maintenance of the lot. A non-profit community housing organization would assume ownership for the purpose of providing housing to qualifying applicants. There would be a cash consideration if the property sold on the open market. The surplus and sale of this property to a private party will place additional value into the tax base and the City.

Goal Impact: To promote economic vitality and affordable living.

Legal Considerations: None

Recommendations/Actions: Declare the property as surplus and designate it as available for sale to the general public.

Attachments: Aerial map

**Agenda Item No.18.**

CITY OF WICHITA  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0515

TO: Mayor and City Council Members

SUBJECT: Surplus and Disposition of vacant land at the southeast corner of North Hillside and East Second Street. (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

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-  
Recommendation: Approve the disposition.

Background: The Hillside Improvement Project, Kellogg to Central, was approved for design and right-of-way acquisition by the City Council on December 11, 2001 and completed May 2007. A property at the southeast corner of North Hillside and East Second Street was a small parking lot acquired for the Hillside Road Project. Access driveways were closed and the necessary right-of-way was acquired to accommodate for the road widening and new traffic signals. The remanent parcel contains 1,109 square feet. Due to the size and shape of this parcel, it is too small to be developed independently.

Analysis: All City departments have been notified and have shown no interest in the property. Both of the adjacent owners have expressed interest in the property. The adjacent owner to the south wants the parcel for added greenspace. They propose to landscape the parcel with bushes and flowers and would install an irrigation system. The adjacent owner to the east proposes to use a portion of the subject for parking spaces and would irrigate and landscape the remainder. It is our recommendation to dedicate the subject parcel to the adjacent owner to the south.

Financial Considerations: Upon transfer, the property will return to the tax rolls and the City will no longer be responsible for the upkeep.

Goal Impact: The conveyance of this parcel for landscaping purposes supports the vibrant neighborhood goal of increased sense of community, neighborhood involvement and satisfaction.

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

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

Attachments: Deed, remanent tract map and aerial map.

## **Agenda Item No.19.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No.07-0516

TO: Mayor and City Council

SUBJECT: Amendment to FY2005 Section 5307 Grant from Federal Transportation Administration (FTA)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

**Recommendation:** Approve the amendment to FY2005 Section 5307 grant from FTA.  
**Background:** The Federal Transportation Administration (FTA) has requested that the City of Wichita – Wichita Transit obligate the remaining portion of the area’s FY2005 federal funds apportionment for the support of transit services pursuant to Section 5307 Urbanized Area Formula Annual Apportionment. The remaining federal apportionment for FY 2005 is \$1,069,027 and will be used to support transit’s preventive maintenance program. Section 5307 is an 80% federal, 20% local match program.

**Analysis:** For the past several years, the City of Wichita has received annual federal apportionments in excess of its ability to match grant funding levels. The FTA is currently working to close out all older grants and is asking local transit operators to obligate prior year unobligated apportionments. This amendment will obligate the oldest funds remaining and secure them before they lapse on September 30, 2007.

**Financial Considerations:** Total amended grant budget is \$1,336,283.75 split 80% federal share (\$1,069,027.00) and 20% local share (\$267,256.75).

**Goal Impact:** To ensure efficient infrastructure by maintaining and optimizing public facilities and assets.

**Legal Consideration:** The City’s Law Department has previously reviewed and approved the resolution to file and execute the grant that the City Council voted on in December, 2004.

**Recommendations/Actions:** It is recommended that the City Council approve the amendment to FY2005 Section 5307 grant from FTA

## **Agenda Item No.20.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0517

TO: Mayor and City Council

SUBJECT: Funding for Public Transportation

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

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Recommendation: Approve the interlocal agreements.

Background: Each year the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, passenger rides provided, population area, and density serviced, etc.

Analysis: The 2000 census figures enlarged the service area for which the City of Wichita is allowed to seek funds to include all of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs of Sedgwick County and the urbanized area and pass through those funds as determined by the formula. For FY 2007, the pass-through funds will be for a total of \$225,000, of which Sedgwick County will receive \$150,000, Butler County will receive \$25,000, and the City of Derby will receive \$50,000 capital. All figures are 80% federal and 20% matched by the receiving agency.

Financial Considerations: None.

Goal Impact: To ensure efficient infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The City will have no part in operating these transportation programs. It will give guidance for the federal reporting required under the grant. By the attached interlocal agreements, the counties of Butler and Sedgwick will agree to adhere to all federal program requirements attached to the grant. The Law Department has prepared these agreements.

Recommendations/Actions: It is recommended that the City Council approve the interlocal agreements.

Attachments: Interlocal Agreement – Sedgwick County  
Interlocal Agreement – Butler County  
Interlocal Agreement – Derby

## INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“CITY”) and the Board of County Commissioners of Sedgwick County, Kansas (“COUNTY”).

The CITY and COUNTY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide ongoing support to the transit services provided by the CITY and COUNTY. It is, therefore, mutually agreed as follows:

1. Term. The Agreement shall be effective upon execution by all parties hereto and shall be effective for federal fiscal year 2007, terminating on December 31, 2007, unless terminated earlier as allowed below.
2. Operations and Management. The CITY and COUNTY shall each be solely responsible for the separate operation and management of their respective public transportation systems. The CITY and COUNTY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. The CITY agrees to assist the COUNTY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit database, etc.
3. Allocation of FY 2007 Section 5307 Funds. For FY 2007, the COUNTY shall be designated by the CITY to be a subgrantee to receive Section 5307 funding in the amount of \$150,000.00.
4. Application for Section 5307 Funding. The CITY shall apply to the FTA for funding under Paragraph 3. The funds received by COUNTY shall be matched at appropriate percentage by local funds secured by COUNTY and shall be available for use by the COUNTY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.
5. Future Section 5309 Applications. The CITY and COUNTY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by COUNTY.
6. Carryover of Funds. Funds allocated to COUNTY pursuant to Paragraph 4 may be carried over for two years after the year in which they are apportioned. For example, COUNTY may apply for funds apportioned in FY 2006 until September 30, 2008. If, for any reason,

COUNTY does not submit grant applications for all of its allocated funds within that time period, the CITY shall be entitled to apply for any remaining funds.

7. Compliance with Laws. The CITY and COUNTY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

8. Extension of Agreement. The CITY and COUNTY may extend this Agreement on a year-to-year basis with written approval of both parties.

9. Establishment and Maintenance of Records. The COUNTY shall establish and maintain records as prescribed by the CITY, with respect to all matters covered by this Agreement. Except as otherwise authorized by the CITY, the COUNTY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

10. Reports and Information. The COUNTY, at such times and in such forms as the CITY or its designated and authorized representative(s) may require, shall furnish to the CITY, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.

11. Audits and Inspections. The COUNTY shall, at any time, and as often as the CITY may deem necessary, make available to the CITY, or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

12. Discrimination.

(a) Discrimination Prohibited. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the COUNTY receiving funds pursuant to this Agreement.

(b) The COUNTY further agrees to implement and comply with the "Revised Nondiscrimination and Equal Employment Opportunity Statement" for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans With Disabilities Act of 1990, as amended.

13. Payments.

(a). Compensation and Method of Payment. Compensation and method of payment to the COUNTY relative to conducting the operations of the project activities and services as herein

described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of the City.

(b). Total Payments. Total payments to the COUNTY will be the contract amount of \$150,000.00 starting January 1, 2007, to December 31, 2007, unless federal appropriations are diminished from the City requested total grant.

(c). Restriction on Disbursements. No grant funds shall be disbursed to the COUNTY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

14. Termination Clause. Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

(a). Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;

(b). This Agreement may be terminated if project funds to the CITY under the grant are suspended or terminated;

(c). Either party hereto may also, by giving thirty days written notice, terminate this Agreement for convenience;

(d). Upon receipt of notice of termination the COUNTY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit within a reasonable period of time to be specified by the CITY a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

15. Appendices. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C FTA Master Agreement of October 1, 2003
- Exhibit D Federal Fiscal Year 2007 Certifications and Assurances for FTA Assistance Programs

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BOARD OF COUNTY COMMISSIONERS CITY OF WICHITA, KANSAS  
OF SEDGWICK COUNTY, KANSAS By order of the City Council

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David M. Unruh, Interim Chairperson

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Carl Brewer, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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Robert W. Parnacott, County Attorney

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Gary E. Rebenstorf, Director of Law

ATTEST:

ATTEST:

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Don Brace, County Clerk

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Karen Sublett, City Clerk

Exhibit A  
Nondiscrimination and Equal Employment Opportunity Statement

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

A. During the performance of this Agreement, 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 Agreement 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 Agreement 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 Agreement, 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 Nondiscrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination 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 nondiscrimination 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 Agreement, 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.

#### Exhibit B

##### Scope of Services and Method of Payment

Butler County will provide transportation services to the general public residing in Andover, Butler County, Kansas.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant for the period from January 1 - December 31, 2006 is \$25,000.00.

#### Exhibit C

Master Contract (attached)

#### Exhibit D

Federal Fiscal Year 2006 Certifications and Assurances for FTA Assistance Programs (attached)

## **Agenda Item No.21.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0518

TO: Mayor and City Council  
SUBJECT: Purchase of Six Paratransit Vans  
INITIATED BY: Wichita Transit  
AGENDA: Consent Agenda

Recommendation: Approve the purchase of six paratransit vans.

Background: On March 4, 2003, the City Council approved a van replacement plan that called for Wichita Transit to be able to purchase paratransit vans from El Dorado National in Salina, Kansas. WT bought 18 Aerotech vans, which are five-year-old vans. This contract also made available options for WT to purchase more vans for up to five years, as needed, to, ultimately, replace its entire aging fleet. In accordance with the current CIP, WT will be replacing three 2000 El Dorado vans, which have exceeded their useful life according to Federal Transit Administration (FTA) capital replacement guidelines. WT will buy one replacement van for van 318, which was totalled in an accident in 2005. Finally, WT will also buy two expansion vans to meet the growing paratransit ridership demands.

Analysis: In all, WT will utilize its purchasing options from 2003 and opt to purchase six (6) El Dorado Aerotech vans. Cost per van per contract will not exceed \$70,000, based on different options.

Goal Impact: To ensure efficient infrastructure by maintaining and optimizing public facilities and assets.

Financial Considerations: Total cost of the six vans will not exceed \$420,000. FTA grants (80%) totaling \$336,000 will be matched with KDOT funds (20%) of \$84,000.

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

Recommendations/Actions: It is recommended that the City Council approve the purchase of six paratransit vans from El Dorado National.

INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“CITY”) and the Board of County Commissioners of Butler County, Kansas (“COUNTY”).

The CITY and COUNTY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide ongoing support to the transit services provided by the CITY and COUNTY. It is, therefore, mutually agreed as follows:

1. Term. The Agreement shall be effective upon execution by all parties hereto and shall be effective for federal fiscal year 2007, terminating on December 31, 2007, unless terminated earlier as allowed below.
2. Operations and Management. The CITY and COUNTY shall each be solely responsible for the separate operation and management of their respective public transportation systems. The CITY and COUNTY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. The CITY agrees to assist the COUNTY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit database, etc.
3. Allocation of FY 2007 Section 5307 Funds. For FY 2007, the COUNTY shall be designated by the CITY to be a subgrantee to receive Section 5307 funding in the amount of \$25,000.00.
4. Application for Section 5307 Funding. The CITY shall apply to the FTA for funding under Paragraph 3. The funds received by COUNTY shall be matched at appropriate percentage by local funds secured by COUNTY and shall be available for use by the COUNTY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.
5. Future Section 5309 Applications. The CITY and COUNTY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by COUNTY.
6. Carryover of Funds. Funds allocated to COUNTY pursuant to Paragraph 4 may be carried over for two years after the year in which they are apportioned. For example, COUNTY may apply for funds apportioned in FY 2006 until September 30, 2008. If, for any reason, COUNTY does not submit grant applications for all of its allocated funds within that time period, the CITY shall be entitled to apply for any remaining funds.
7. Compliance with Laws. The CITY and COUNTY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

8. Extension of Agreement. The CITY and COUNTY may extend this Agreement on a year-to-year basis with written approval of both parties.

9. Establishment and Maintenance of Records. The COUNTY shall establish and maintain records as prescribed by the CITY, with respect to all matters covered by this Agreement. Except as otherwise authorized by the CITY, the COUNTY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

10. Reports and Information. The COUNTY, at such times and in such forms as the CITY or its designated and authorized representative(s) may require, shall furnish to the CITY, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.

11. Audits and Inspections. The COUNTY shall, at any time, and as often as the CITY may deem necessary, make available to the CITY, or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

12. Discrimination.

(a) Discrimination Prohibited. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the COUNTY receiving funds pursuant to this Agreement.

(b) The COUNTY further agrees to implement and comply with the "Revised Nondiscrimination and Equal Employment Opportunity Statement" for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans With Disabilities Act of 1990, as amended.

13. Payments.

(a). Compensation and Method of Payment. Compensation and method of payment to the COUNTY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of the City.

(b). Total Payments. Total payments to the COUNTY will be the contract amount of \$25,000.00 starting January 1, 2007, to December 31, 2007, unless federal appropriations are diminished from the City requested total grant.

(c). Restriction on Disbursements. No grant funds shall be disbursed to the COUNTY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

14. Termination Clause. Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

(a). Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;

(b). This Agreement may be terminated if project funds to the CITY under the grant are suspended or terminated;

(c). Either party hereto may also, by giving thirty days written notice, terminate this Agreement for convenience;

(d). Upon receipt of notice of termination the COUNTY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit within a reasonable period of time to be specified by the CITY a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

15. Appendices. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C FTA Master Agreement of October 1, 2003
- Exhibit D Federal Fiscal Year 2007 Certifications and Assurances for FTA Assistance Programs

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BOARD OF COUNTY COMMISSIONERS CITY OF WICHITA, KANSAS  
OF BUTLER COUNTY, KANSAS By order of the City Council

\_\_\_\_\_  
Dan Woydziak, Chairperson

\_\_\_\_\_  
Carl Brewer, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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Jan Satterfied, County Attorney

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Gary E. Rebenstorf, Director of Law

ATTEST:

ATTEST:

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Ron Roberts, County Clerk

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Karen Sublett, City Clerk

Exhibit A  
Nondiscrimination and Equal Employment Opportunity Statement

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

A. During the performance of this Agreement, 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 Agreement 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 Agreement 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 Agreement, 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 Nondiscrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination 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 nondiscrimination 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 Agreement, 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.

#### Exhibit B

##### Scope of Services and Method of Payment

Butler County will provide transportation services to the general public residing in Andover, Butler County, Kansas.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant for the period from January 1 - December 31, 2006 is \$25,000.00.

#### Exhibit C

Master Contract (attached)

#### Exhibit D

Federal Fiscal Year 2006 Certifications and Assurances for FTA Assistance Programs (attached)

**Agenda Item No. 22.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-519

TO: Mayor and City Council  
SUBJECT: Purchase Option (KBP Reprographics, Inc.) (District I)  
INITIATED BY: City Manager's Office  
AGENDA: Consent

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Recommendation: Authorize the bond call and adopt the Resolution.

Background: On September 18, 2001, the City Council approved the issuance of \$2 million in Industrial Revenue Bonds, Series VII, 2001, to finance facilities for the benefit of KBP Reprographics, Inc. Bond proceeds were used to finance the cost of acquiring, constructing and equipping its expanded planted facility, located at the corner of Kellogg and Broadway. The Bonds are secured, in part, by a Lease Agreement with Jerry A. Sims, L.L.C. ("Tenant").

Under the provisions of the Lease Agreement the Tenant has the option, if all outstanding bonds and Trustee Fees have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. The City received notice from the Tenant's attorney of a request to call outstanding bonds and of the company's intention to exercise its purchase option on or about June 15, 2007.

Analysis: Under the terms of the Lease, the City is required to convey its interest in the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The Series VII, 2001 Bonds are expected to be paid by on or before June 15, 2007, with the consent of the bondholder, and it will then be appropriate for the City to deliver the instruments needed to deed the bond-financed property back to Jerry A. Sims, L.L.C. and terminate the IRB lease. The City has already received payment of the \$1,000 purchase option price.

Financial Considerations: The purchase price is \$1,000 and other considerations as listed under the provision of the Lease Agreement to redeem and retire all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by special warranty deed, once all the conditions established in the Lease have been met.

The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed, and Termination of Lease Agreement (each in substantially the form attached to the Resolution), and the delivery of such documents following satisfaction of applicable conditions.

Recommendations/Actions: Authorize the bond call, and adopt the Resolution approving the Special Warranty Deed and the Termination of Lease Agreement and authorize necessary signatures.

Attachments: Resolution, Special Warranty Deed and Termination of Lease Agreement.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CALL ALL REMAINING REVENUE BONDS AND TO CONVEY CERTAIN REAL PROPERTY TO JERRY A SIMS, LLC, AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Taxable Industrial Revenue Bonds, Series VII, 2001 (the "Bonds"), in the aggregate original principal amount of \$2,000,000, in connection with the acquisition of the real property described in Schedule I hereto (the "Project Site"), and the construction and equipping thereon of a commercial project, including buildings and improvements (the "Project Facilities") (said Project Site and Project Facilities being hereinafter referred to together as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 45-042 passed and approved by the governing body of the City on September 18, 2001 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor, and Jerry A. Sims, LLC, as lessee (the "Tenant"), entered into a Lease Agreement dated as of September 1, 2001, (the "Lease") by between the City of Wichita, Jerry A. Sims, L.L.C.; and

WHEREAS, the Tenant has requested to call and redeem all of the outstanding Bonds on June 15, 2007 pursuant to terms of the Ordinance and Indenture; and

WHEREAS, concurrently upon payment in full of all of the Bonds, Jerry A. Sims, L.L.C., has requested that the City convey title to the Project to Jerry A. Sims, L.L.C., following such payment and the payment of the sum of \$1000, and all other payments required by Sections 16.1 and 16.2 of the Lease; and

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

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

Section 1. The City hereby consents to the proposed call and redemption, and ratifies as its own the May 25, 2007 notice and instructions to the Bond Trustee issued by Jerry A. Sims, L.L.C., calling for the early redemption and payment of all remaining 2001 Bonds on June 15, 2007.

Section 2. The conveyance by the City of its interest in and to the real property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 3. The City hereby authorizes and approves the Special Warranty Deed, attached hereto as Exhibit A and the Termination of Lease Agreement, attached hereto as Exhibit B in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 4. The Mayor is hereby authorized and directed to execute the Special Warranty Deed and the Termination of Lease Agreement, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 5. Following the final payment of all outstanding Bonds, the Mayor, City Clerk or other staff of the City are hereby authorized and directed to deliver the Special Warranty Deed and the Termination of Lease Agreement, conditioned upon the payment of (i) any fees due the Paying Agent; (ii) any other payments required by Sections 16.1 and 16.2 of the Lease; and, (iii) \$1000, as required by the Lease.

Section 6. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, \_\_\_\_\_.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

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Gary E. Rebenstorf, Director of Law

KBP Reprographics, Inc.

## SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF SEPTEMBER 1, 2001 AND TO THE LEASE DATED AS OF SEPTEMBER 1, 2001 BY AND BETWEEN SAID CITY AND JERRY A. SIMS, LLC.

### PROPERTY SUBJECT TO LEASE

a) **THE LAND:** The following described real property located in Sedgwick County, Kansas, to wit:

Lots 8, 10, 12, 14, 16, 18, 20, 22 and 24 on Lawrence Ave. now Broadway Ave. and Lots 7, 9, 11, 13, 15, 17, 19, 21 and 23 on Topeka Ave., in Block 1, Orme and Phillips Addition to the City of Wichita in Sedgwick Co. Kansas.

Except that part of said Lots 8, 10, 12, 14, and 16 on Lawrence Ave., now Broadway Ave., described as follows:

Beginning at the Northeast corner of said Lot 8; thence S 00° 46' 04" E, 13.07 feet on an assumed bearing along the East line of said Lot 8; thence N 89° 09' 34" W, 120.12 feet; thence S 07° 04' 31" W, 117.22 feet to a point on the South line of said Lot 16 on Lawrence Ave., now Broadway Ave., said point being 4.00 feet East of the Southwest corner of said Lot 16; thence S 88° 53' 57" W, 4.00 feet along the South line of said Lot 16; thence N 00° 46' 12" W, 125.03 feet along the West line of said Lots, to the Northwest corner of said Lot 8; thence N 88° 53' 57" E, 140.07 feet along the North line of said Lot 8 to the point of beginning.

And except that part of said Lot 7 on Topeka Avenue described as follows:

Beginning at the Northeast corner of said Lot 7 thence S 00° 45' 56" E, 18.50 feet on an assumed bearing along the East line of said Lot 7; thence N 89° 09' 34" W, 140.13 feet to a point on the West line, and 13.75 feet South of the Northwest corner of said Lot 7; thence N 00° 46' 04" W, 13.75 feet to the Northwest corner of said Lot 7; thence N 88° 53' 57" E, 140.07 feet along the North line of said Lot 7 to the point of beginning.

b) **THE IMPROVEMENTS:** All buildings and improvements purchased, constructed, located or installed on the Land and paid for with 2001 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as

A 15,000 square foot commercial building, and parking lot, for use as a commercial printing and copying business, along with furniture, fixtures, machinery and equipment related thereto.

The property described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

### **Agenda Item No. 23.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0520

TO: Mayor and City Council

SUBJECT: Extend Agreement with Wichita State University Self-Help Network to continue work with the West 21st Street Community Development Corporation (District 6)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: City Council Consent

Recommendations: Approve the extension of the Agreement and authorize the necessary signatures.

Background: Under previously approved agreements with the City, the Self-Help Network has been assisting the West 21st Street Community Development Corporation (CDC) to implement its work plan, with specific focus on the Mercado project. Because much of the CDC's time in the past year has been devoted to organizational issues, it has not utilized the services of the Self-Help Network to the extent allowed under the current Agreement.

For this reason there are unexpended funds under the current Agreement, which expires at the end of May 2007. The current Agreement was funded for a total of \$60,000, \$35,000 of which came from FY 2006 economic development funds and the remaining \$25,000 from FY 2007 economic development funds. The Self-Help Network has billed the City for the FY2006 funds, but has not yet billed in the current fiscal year.

Because the CDC would like to continue to have the services of the Self-Help Network beyond the end of May, it is asking that the Agreement be extended one more year, to the end of May 2008. The work emphasis will be on utilizing the Self-Help Network's grant writer to begin the process of securing funding for the Mercado project from foundations and local contributors. Delays in finishing the Mercado business plan have prevented the grant writer from submitting applications.

No additional funding is being requested, only the use of funds that had already been allocated for this purpose.

Analysis: The West 21st Street Community Development Corporation can be an important means by which the recommendations of the 21st Street North Corridor Revitalization Plan are implemented. It has made significant progress in the past two years. This continuing assistance by the Self-Help Network will help assure that it is able to implement its work program.

Financial Considerations: No additional funding is being sought. Extending the current Agreement would allow expenditure of the remaining \$25,000. Of that amount, it is proposed that \$15,000 be allocated out of FY 2007 economic development funds and \$10,000 from FY 2008 economic development funds.

Goal Impact: Economic Vitality and Affordable Living. This action by the City Council will help the West 21st Street CDC become an effective means by which the goals of the 21st Street North Corridor Revitalization Plan can be achieved.

Legal Considerations: The proposed Agreement with the Self-Help Network has been reviewed by the Law Department and approved as to form.

Recommendation/Actions: It is recommended that the City Council approve the proposed extension on the Agreement with the Wichita State University Self-Help Network and authorize the necessary signatures.

Attachment: Addendum #1 of the Agreement

#### ADDENDUM #1

By and Between

WICHITA STATE UNIVERSITY  
SELF HELP NETWORK  
1845 FAIRMOUNT  
WICHITA, KS 67260-0007

And  
CITY OF WICHITA  
455 N. MAIN  
WICHITA, KANSAS 67202

On this 5th day of June, 2007, the above named parties have agreed to amend the Contractual Agreement dated June 20, 2006, between Wichita State University and City of Wichita in the following manner:

#### 1. Duration

The duration of this agreement is extended through May 31, 2008.

ALL OTHER TERMS AND CONDITIONS of the original contract shall remain in effect as first written.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and/or authorized same to be executed by their duly authorized representative as of the date shown below the respective signature.

WICHITA STATE UNIVERSITY

CITY OF WICHITA

\_\_\_\_\_  
Dr. J. David McDonald  
Associate Vice President for Research

\_\_\_\_\_  
Carl Brewer  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebensdorf, Director of Law

## **Agenda Item No. 24.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0521

TO: Mayor and City Council Members

SUBJECT: Application for Street Resurfacing Project for Southeast Boulevard (K-15 Highway), between the I-35 Freeway and the Kansas Turnpike Bridge (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Application.

Background: The Kansas Department of Transportation (KDOT) has available a street resurfacing (KLINK) program for cities which have highway connecting links within the their city limits. The KLINK program is intended for resurfacing improvements on the connecting links, which are maintained by the cities.

KDOT has advised the City of Wichita that KLINK Fiscal year 2010 funds in the amount of \$200,000 are available. The program requires recipient cities to provide matching funding.

Analysis: It is proposed that the KLINK funding be used to resurface the southbound lanes of Southeast Boulevard (K-15 Highway), between the I-235 Freeway and the Kansas Turnpike Bridge.

Financial Considerations: The estimated project cost is \$400,000, with \$200,000 paid the City and \$200,000 paid by KDOT. Funding for the City's share will be programmed in the Street Maintenance Operating budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed maintenance of a major street in southeast Wichita.

Legal Considerations: None.

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

Attachments: Application, Map



Has this project been reviewed by the KDOT District or Area Engineer ? ( ) yes ( ) no

We understand that if the project is approved, the Kansas Department of Transportation will participate in the cost of construction and construction engineering at the rate of 75 percent for cities with a population less than 10,000 or 50 percent for cities with a population of 10,000 or greater, not to exceed \$200,000 of state funds. The City will be responsible for letting the contract for bids and supervising construction.

Send Request to: Melinda Desch, P.E.  
KDOT - Bureau of Program & Project Management  
Eisenhower State Office Building  
700 SW Harrison - 2nd Floor Tower  
Topeka, Kansas 66603-3754

## **Agenda Item No. 25.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0522

TO: Mayor and City Council Members

SUBJECT: Wichita Art Museum Improvements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the contract amendment.

Background: The Wichita Art Museum (WAM) is a facility that has been constructed over the years through a series of additions to the small building that originally occupied the site.

On November 15, 2005, Council approved a project and the selection of Schaefer Johnson Cox Frey (SJCF) to conduct a thorough investigation of all the potential sources of the water leaks at the 1975 mechanical penthouse and to arrive at a schematic plan and budget for resolving the problems.

On August 1, 2006, Council approved a contract amendment with Schaefer Johnson Cox Frey (SJCF) to provide complete architectural/engineering services to prepare plans/specifications and construction administration for the repairs/modifications of the 1975 mechanical penthouse and associated equipment.

The Art Museum has a history of poor electrical service, quality and reliability.

Analysis: The Art Museum is at the very end of a residential electrical power service. As a result the museum experiences many power surges, outages and overall poor power quality and reliability.

Staff has conducted a preliminary investigation to see if the museum could be served from the Wichita Water Utilities Substation that feeds Hess Pump Station. Westar provides the substation with two totally separate main electrical power supplies, which provides a redundancy for emergency backup and good quality reliable power with excess capacity sufficient to meet all of WAM needs.

A new feeder from the substation to WAM would be approximately 1,100 feet long. The total cost to install a new feeder and associated equipment from the Water Utility Substation to WAM would be \$200,000 to \$250,000.

Benefits of serving the WAM from the Wichita Water Utilities Substation include:

- • WAM buying its electrical energy under the more favorable rate structure that applies to the WWU account, which will result in saving on its electric bills.
- • WAM experiencing better power quality than it currently receives at the end of the distribution system circuit it is now on.
- • WAM experiencing a sharp reduction in its potential for power outages on the WWU circuit compared to its existing distribution system circuit.

A contract amendment has been negotiated with SJCF to provide complete architectural/electrical engineering and related services for plans, specifications and construction administration at a single stipulated lump sum fee including reimbursable expenses of twenty thousand dollars (\$20,000.00), which shall constitute complete compensation for their services through construction.

Financial Considerations: On October 18, 2005, Council approved the use of \$953,000 in CIP Planned Savings (Project No. 435411, OCA No. 792463) for the repairs/modifications of the 1975 mechanical penthouse and associated equipment. Actual cost was \$345,188 under the approved expenditure. The estimated construction cost, architectural/engineering fees, finance charges and other miscellaneous expenses for the new electrical feeder is \$275,000 which will be financed from the \$345,188.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed maintenance of a City Building.

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

Recommendation/Action: It is recommended that the City Council approve the Contract Amendment, the use of the CIP Planned Savings Project and authorized the necessary signatures.

Attachments: Contract Amendment

#### AMENDMENT NUMBER TWO

THIS AMENDMENT, Made the \_\_\_\_\_ day of \_\_\_\_\_ 2007,

BY AND BETWEEN

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

AND  
& ASSOCIATES, P.A., hereinafter  
referred to as

SCHAEFER JOHNSON COX FREY  
“ARCHITECT”

WHEREAS, the parties have heretofore, on the 2nd day of November, 2005, entered into a Contract; and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" concerning the improvements at the Wichita Art Museum (WAM) 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 November 2, 2005 shall be amended to modify the Scope of Services (EXHIBIT "A") to be performed by the ARCHITECT as follows:

The ARCHITECT will provide complete design to rework the medium voltage distribution electrical system for the Wichita Art Museum (WAM) as follows:

1. ARCHITECT will provide complete design, architectural, electrical engineering and related services for rework of the medium voltage distribution electrical system for the Wichita Art Museum (WAM). Work will include Design Development, Construction Documents, Bidding Assistance and Construction Administration as described in a letter dated March 29, 2007, a copy of which is attached hereto and which is incorporated herein by reference. The OWNER under separate contract with Ruggles & Bohm P.A. will provide a Utility Survey. The ARCHITECT will coordinate survey information into bid documents for bidding purposes.

II. The Contract between the parties dated November 2, 2005, shall be amended to change the PAYMENTS. The OWNER agrees to pay the ARCHITECT for services rendered under this Amendment Number Two a total fee established as follows:

A. A. Modify Paragraph V, PAYMENT PROVISIONS as follows:

For the Architectural, Electrical Engineering services, Design Development, Construction Documents, Bidding and Construction Administration Phases and other related items as identified in "Scope of Services, Exhibit "A", a single stipulated lump sum fee including reimbursable expenses twenty thousand dollars (\$20,000.00) which shall constitute complete compensation for the services.

III. All other provisions of the November 2, 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 \_\_\_\_\_  
Carl Brewer, Mayor

By \_\_\_\_\_  
J. Samuel Frey, AIA  
Senior Vice President

ATTEST:

\_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

**Agenda Item No. 26.**

City of Wichita  
City Council Meeting  
June 5,2007

Agenda Report No. 07-0523

TO: Mayor and City Council

SUBJECT: Purchase of audio-visual equipment for studio/field production and digital editing equipment in support of Cable Channel 7 programming.

INITIATED BY: Communications Team, City Manager's Office

AGENDA: Consent

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Recommendation: City Council approval

Background: Equipment included in this \$53,571.25 requisition will be used to produce studio and field productions to air on City7, the City of Wichita's PEG channel on the Cox Communications cable system (PEG = Public, Educational and Government Access). Also included is equipment for a digital editing bay, allowing for more creative and engaging productions.

Analysis: The City 7 Communications Team has developed a broad-based plan to increase and upgrade the programming offered on the City's cable channel. The strategy is funded from existing resources, including allocations in the current year budget and grant funding from Cox Communication. Major components of the plan include 1/ hiring of a part-time television producer, 2/ establishment of a dedicated studio and production facility in the media room adjacent to the Council Workshop conference room, 3/ and structured oversight through the City 7 Communication Team.

Financial Considerations: Funds for the equipment purchase are available in current budget allocations, combined with grant funding from Cox Communication.

Goal Impact: Purchase of this equipment will allow the City 7 Communication Team to greatly expand program offerings that will educate, enlighten and entertain viewers of Channel 7 on the Cox Communication cable system serving Wichita. An estimated 175,000 households subscribe to the basic tier of Cox channels, which include Channel 7. At its full potential, this cable channel represents one of the most powerful communications tools at the City's disposal. Used effectively, City7 programming will help Wichita residents better understand and appreciate how their local government works to improve their quality of life. It also provides a platform to involve citizens more directly in their local government.

Legal Considerations: Operation of the City's cable channel is authorized under the franchise agreement between Cox Communication and the City of Wichita.

Recommendations/Actions: It is recommended that the City Council approve the equipment purchase in the amount of \$53,571.25.

## **Agenda Item No. 27.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0524

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5309 Grant from Federal Transit Administration (FTA) (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

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Recommendation: Approve the resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file eligible federal funds for the support of the City's transit services for FY2005 Transit Enhancements (pursuant to Section 5309 - Discretionary Funds). The authorized total federal apportionment is \$242,945. A public hearing was held on May 10, 2007. Section 5309 is an 80% federal, 20% local match program.

Analysis: The proposed resolution authorizes funding to support the following:

- Construction of concrete pads for already-purchased new bus shelters and benches
- Installation of said shelters and benches on those concrete pads
- Completion of the improvement of street amenities project

Financial Considerations: The total cost of the project is \$303,681. The federal portion is \$242,945 and the City of Wichita funds required for the project is \$60,736.

Goal Impact: To ensure efficient infrastructure by maintaining and optimizing public facilities and assets.

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

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

Attachment: A Resolution Authorizing the Filing of an Application with the FTA...to Support  
FY 2005 Section 5309 Projects  
(transit enhancements)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING  
THE FILING OF AN APPLICATION  
WITH THE FEDERAL TRANSIT ADMINISTRATION,  
AN OPERATING ADMINISTRATION OF THE  
UNITED STATES DEPARTMENT OF TRANSPORTATION,  
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED  
BY 49 U.S.C. CHAPTER 53, TITLE 23,  
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE  
FEDERAL TRANSIT ADMINISTRATION  
TO SUPPORT FY 2005 SECTION 5309 PROJECTS

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

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

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

WHEREAS, the City of Wichita desires financial assistance for support of the following projects/programs: Pursuant to Section 5309 – Discretionary Funds: Transit Enhancements, such as concrete/construction of bus shelters and bus benches concrete pads.

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

1. That the City Manager, or his/her designee, is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. § 5309 projects.
2. That the City Manager, or his/her designee, is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager, or his/her designee, is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. § 5309 certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on June 5, 2007.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf, Director of Law

## **Agenda Item No. 29.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0525

TO: Mayor and City Council

SUBJECT: Amendment of a Redevelopment Plan and Development Agreement,  
Broadway and 47th Street Redevelopment District (District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Close the public hearing, approve the amended project plan and development agreement, and approve first reading of the Ordinance.

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. A resolution adopted by the City Council on May 15, 2007 set June 5, 2007 as the date for a public hearing to consider the proposed amendments.

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 have precedent.

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. Pursuant to state law, the resolution setting the public hearing on the proposed TIF project plan amendments was published on two consecutive weeks in the City’s official newspaper. The attached ordinance, amendment to the TIF project plan and amendment to the development agreement hves been reviewed by the Department of Law and approved as to form. Adoption of the ordinance approving the project plan amendments requires a two-thirds majority vote of the City Council.

Recommendation/Action: It is recommended that City Council close the public hearing, approve the first amendment to the development agreement and place on first reading the ordinance approving the amendments to the Broadway and 47th Street Redevelopment District Project Plan, and authorize the necessary signatures.

Attachment(s):

- Ordinance approving the amendment of the Project Plan for the Broadway and 47th Street Redevelopment District;
- Amendment to the Broadway and 47th Street Redevelopment District Project Plan;
- Amendment to the Broadway and 47th Street Development Agreement.

PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING A FIRST AMENDMENT TO THE PROJECT PLAN FOR THE BROADWAY AND 47TH REDEVELOPMENT DISTRICT**

WHEREAS, by Ordinance No. 47-017 adopted May 25, 2006, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et. seq., as amended, known as the Broadway and 47th Redevelopment District; and

WHEREAS, by Ordinance No. 47-450 adopted March 27, 2007, the City of Wichita has adopted a Project Plan for the Broadway and 47th Redevelopment District, and has transmitted documentation for said adoption in accordance with K.S.A. 12-1776; and

WHEREAS, the Project Plan specifies that the aggregate amount total project costs eligible for Tax Increment Financing pursuant to State Statute is One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Reimbursable Expenditures"); and

WHEREAS, the City has determined that there is significant environmental contamination located on the Property, which will require significant expenditures by the Developer to remediate; and

WHEREAS, the City and Developer desire to amend the Project Plan to increase the amount of Reimbursable Expenditures to include the increased costs to remediate the environmental conditions on the Property; and

WHEREAS, the Governing Body of the City of Wichita, Kansas, by Resolution number R-07-308 adopted May 15, 2007, set a public hearing to consider the adoption of the Broadway and 47th Project Plan on the 5th day of June, 2007, at 9:00 a.m. or thereafter, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

WHEREAS, the Governing Body is authorized following the public hearing to adopt the First Amendment to the Project Plan by Ordinance passed upon a two-thirds vote.

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

1. The First Amendment to the Broadway and 47th Project Plan is attached hereto as Attachment A, and is incorporated by reference as though fully set forth herein. Said amendment is hereby adopted as the First Amendment to the Project Plan for the Broadway and 47th Redevelopment District.
2. This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.

ADOPTED AND PASSED BY THE GOVERNING BODY, not less than two-thirds (2/3) of the members elect voting in favor thereof \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

FIRST AMENDMENT  
47TH AND BROADWAY REDEVELOPMENT DISTRICT  
PROJECT PLAN  
June 12, 2007

THIS First Amendment to the 47th and Broadway Redevelopment District Project Plan is dated June 12, 2007 with respect to the following facts and objectives:

A. The City of Wichita, Kansas adopted a Project Plan (the "Project Plan") with respect to redevelopment by Broadway 47, LLC (the "Developer") of certain real property located in the Southwest quadrant of Broadway Street and 47th Street in Wichita, Kansas (the "Property") .

B. The Project Plan specifies that the total expenditures eligible for Tax Increment Financing pursuant to State Statute is One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Reimbursable Expenditures").

C. The Developer has determined that there is significant environmental contamination located on the Property, which will require significant expenditures by the Developer to remediate.

D. The Developer desires to increase the amount of Reimbursable Expenditures to include the increased costs to remediate the environmental conditions on the Property.

NOW, THEREFORE, the Project Plan is hereby amended to increase the Reimbursable Expenditures from One Million Five Hundred Thousand Dollars (\$1,500,000.00) to One Million Eight Hundred Thousand Dollars (\$1,800,000.00). All other terms and provisions of the Project Plan shall remain unchanged and in full force and effect.

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**Agenda Item No. 30.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0526

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds  
(Lee Real Estate, LLC) (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

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Recommendation: Close the public hearing and approve the Letter of Intent for Industrial Revenue Bonds.

Background: Since 1999, the City of Wichita has issued three separate series of Industrial Revenue Bonds ("IRBs") in an aggregate amount of \$7.2 million Lee Aerospace, Inc. Proceeds from the three bond issues were used to acquire property and construct a new corporate campus for Lee Aerospace at 34th Street North and Webb Road in northeast Wichita, including 88,000 s.f. of manufacturing space and 8,000 s.f. of office space, in three buildings. Each bond issue also included a five-plus-five year 100% tax exemption on bond-financed property. In 1999, Lee Aerospace, Inc. was purchased by Triumph Aerospace Systems and operates as its Wichita-based subsidiary, under the same management team. The bond-financed real estate is now leased to Lee Real Estate, LLC and sub-leased to Triumph Aerospace Systems-Wichita, Inc.

Lee Real Estate (and Triumph Aerospace) is again planning to expand its plant space and requests the issuance of a six-month Letter of Intent for IRBs in the amount not-to-exceed \$3,000,000. Lee Real Estate will sublease the project to Triumph Aerospace Systems-Wichita, Inc (formerly known as Lee Aerospace, Inc).

Analysis: Triumph Aerospace Systems-Wichita is a leading manufacturer of unheated windshields, cockpit side windows, cabin windows, wing leading edge and spar assemblies, control wheels, and sun visor assemblies for the general aviation and corporate jet market. Primary customers are Boeing, Raytheon, Cessna, Spirit AeroSystems, and Bombardier Learjet.

Triumph Aerospace Systems-Wichita has the capabilities to design, develop, test, and manufacture aircraft windows and sheet metal sub-assemblies. Designs can be produced from concept to production in virtually any size configuration of single-ply or multi-ply flat, curved or compound contoured aircraft windows. Triumph Aerospace Systems-Wichita brings a unique service to the aircraft industry that has been a vital part of the Wichita community for the past several years.

Bond proceeds will be used to construct a new facility including 39,600 s.f. for manufacturing space on land already owned by an entity related to the company. Triumph Aerospace Systems-

Wichita currently employs 140 people and plans to add 40 new jobs over a five-year period, at an average wage of \$38,900 per year.

An analysis of the uses of project funds is:

Leasehold Improvements		\$	500,000
Building	2,450,000		
Landscape	50,000		
Total Cost of Project		\$	3,000,000

The City’s contract bond counsel firm, Kutak Rock LLP, will serve as bond counsel in the transaction. The Bonds will be privately placed with the company’s principal bank. Triumph Aerospace Systems-Wichita agrees to comply with the Standard Letter of Intent Conditions. The company has re-engaged the services of Hutton Construction to serve as general contractor. Hutton was chosen in 1999 to construct the company’s headquarters and plant, after having advertised in the Wichita Eagle that the work of general contractor was available. Because the current project is considered a continuation of the original master plan, the company did not advertise for a general contractor this time, as generally required by City IRB policy. They did, however, advertise for sub-contractors.

Financial Considerations: Triumph Aerospace Systems–Wichita agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City’s Economic Development Incentive Policy, the Company qualifies for a 100% five-plus-five-year tax exemption on property purchased with bond proceeds.

The estimated first year’s taxes on Triumph Aerospace Systems–Wichita’s proposed \$3,000,000 expansion would be \$87,048, on real property improvements, based on the 2006 mill levy. Using the allowable tax exemption of 100 percent, the City would be exempting (for the first year) \$87,048 of new taxes from the real property tax rolls. The tax exemption would be shared among the taxing entities as follows: City - \$23,965; County/State - \$24,611; and USD 375 - \$38,472.

In addition, the project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes is \$109,500, including \$94,500 state sales tax and \$15,000 county sales tax.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University’s Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	1.51 to one
Sedgwick County	1.23 to one
USD 375	1.00 to one
State of Kansas	7.72 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption and sales tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Bond counsel will prepare bond documents needed for the issuance of the bonds. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council: 1) close the public hearing and approve a Letter of Intent to Lee Real Estate, LLC, for Industrial Revenue Bonds in an amount not-to-exceed \$3,000,000, subject to the Standard Letter of Intent Conditions for a term of six-months; 2) approve a 100% tax abatement on all bond-financed property for an initial five-year period plus an additional five-years following City Council review; 3) authorize staff to apply for a sales tax exemption; 4) and authorize the necessary signatures.

Attachments: Letter of Intent Application.

## **Agenda Item No. 31.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0527

TO: Mayor and City Council

SUBJECT: Wichita Employees' Retirement and Police & Fire Retirement Systems Actuarial Valuation Reports (January 1, 2006 – December 31, 2006)

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Receive and file the Actuarial Reports and approve the 2008 employer contribution rates.

Background: The Board of Trustees for both the Wichita Employees' Retirement (WER) System and the Police & Fire (P&F) Retirement System employ Milliman, Inc. to serve as technical advisor/consultant, supplying the Boards with required actuarial services and information pertaining to the Retirement Systems. The actuary recommends the mortality, interest, and other required actuarial tables; prepares an annual valuation of liabilities and reserves; and makes an annual determination of the amount of contributions necessary to meet requirements for annuities and benefits, certifying the results to the Boards; and reviews the operating experience of the Retirement Systems as an evaluation of the adequacy of the recommended actuarial standards.

Analysis: The funding objective of the WER and P&F Retirement Systems is to establish and receive contributions, expressed as percents of active member pensionable payroll, which will remain approximately level from year to year, and will not have to be increased for future generations of citizens. This funding objective should be attainable so long as the benefits and the demographic make-up of members does not change materially, and experience assumptions are realized. The Retirement Systems are supported by: (1) member contributions; (2) City contributions; and (3) investment income from the Retirement Systems' assets.

1. The actuary's valuations state that for the fiscal year beginning January 1, 2008, the range for the City's required contribution to the WER System is 4.2% to 8.3%. The range for the City's required contribution to the P&F System is 16.8% to 17.5%. Contribution rates are stated as a percent of active member pensionable payroll. These rates are based on the benefit provisions and active member contribution rates in effect on December 31, 2006. Of the total dollar amount contributed to WER, City contributions for Plan 3 (a defined contribution plan) are allocated to Plan 3 individual members' accounts.

2. The funded ratios (liabilities covered by assets) and employer (City) contributions for the WER and P&F Retirement Systems over the past three (3) years are shown below:

Employer Contributions

Budget Funded	Pension	Pension			
WER	Period Ending Year	Ratios	Trust	Reserve	
	December 31, 2004	2006		112.1%	4.7% 0.0%
	December 31, 2005	2007		110.6%	4.7% 0.0%
	December 31, 2006	2008	110.2%	4.7%	0.3%

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 City Council Meeting  
 May 15, 2007

Employer Contributions

Budget Funded	Pension	Pension			
P&F	Period Ending Year	Ratios	Trust	Reserve	
	December 31, 2004	2006	99.8%	18.4%	-1.6%
	December 31, 2005	2007	99.7%	17.5%	0.9%
	December 31, 2006	2008	101.2%	17.5%	0.9%

3. In summary, the actuary’s reports reflect that the aggregate experience of the Retirement Systems during the twelve (12) months ended December 31, 2006 was a small net gain in both WER and P&F, due to experience. The change in the funded ratios and the employer contribution rates from 2007 to 2008 reflect the experience during the year.

Financial Considerations: In conjunction with the actuary’s recommendation and in keeping with the City’s current policy of maintaining level contribution rates, the Department of Finance recommends the City’s contribution rates, expressed as a percent of active member pensionable payroll, increase to 5.0% for WER, and remain constant at 18.4% for P&F for the fiscal year 2008. Of the 18.4% P&F contribution rate, 17.5% will be paid into the trust and the remaining 0.9% will be directed to the pension reserve to replenish amounts drawn in 2006. For WER, of the 5.0% contribution rate, 4.7% will be paid into the trust and the remaining 0.3% will be directed to the pension reserve to assist in meeting possible future increases in contribution rates resulting from unfavorable market conditions or other negative plan experience.

Goal Impact: The Internal Perspective is impacted through the fair presentation of the financial condition of the City’s pension systems to the City Council, the citizens of Wichita, plan participants and other interested parties.

Legal Considerations: Under the Ordinances creating the two pension systems, the City is statutorily required to contribute the actuarially required contributions to the Retirement Systems.

Recommendation/Actions: It is recommended that the City Council receive and file the Wichita Employees’ Retirement and Police & Fire Retirement Systems’ Actuarial Valuation Reports (January 1, 2006 – December 31, 2006) as submitted, and approve the 2008 employer retirement fund contribution rates.

Attachments: Wichita Employees’ Retirement System Actuarial Valuation Report as of December 31, 2006 and Police & Fire Retirement System of Wichita, Kansas, Actuarial Valuation Report as of December 31, 2006.

## **Agenda Item No. 32.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0528

TO: Mayor and City Council

SUBJECT: Amendments to Non-exempt Salary Ordinance to Implement New Fraternal Order of Police Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the amended ordinance and place it on first reading.

Background: Salary Ordinance sets Rates of pay for City employees. An amendment to the Ordinance is required to fully implement the Fraternal Order of Police (FOP) Memorandum of Agreement (MOA) approved by the City Council on May 15, 2007.

Analysis: Section 7 of the Salary Ordinance is a schedule of standard pay ranges established for commissioned and non-commissioned positions in the Police Department. This Section is amended to:

- delete the 2006 rates for FOP-represented pay ranges,
- substitute the 2007 rates established by the MOA, effective December 16, 2006,
- reflect the negotiated annual 4% increases for 2008 and 2009 and
- reflect the negotiated changes to Sergeants' pay ranges to avoid wage compression with Detectives.

The proposed salary ordinance also adjusts wage rates for Police Lieutenants. To avoid wage compression issues between Police Sergeants and Police Lieutenants, staff recommends adjusting Police Lieutenant rates comparably to the wage increases negotiated by Police Sergeants. This would require that Lieutenant wages be increased by 4 percent in 2007, 2008 and 2009. In addition, the additional three steps negotiated for Police Sergeants are also included for Police Lieutenants.

Section 9 of the Salary Ordinance contains Other Provisions from the FOP Memorandum of Agreement:

- increase clothing allowance from \$500 per year to \$550, and allow uniformed employees to spend up to \$200 of that allowance on civilian attire,
- increase education pay from \$100 to \$110 per month for a bachelor's degree, and from \$125 to \$135 for a master's,
- increase Special Duty pay from \$50 per pay period to \$60 for Bomb Unit, Canine Officer, SWAT Team, Clandestine Lab Processors, and Air Section,

- increase Field Training Officer duty pay from \$.60 to \$.80 per hour, and Field Training Sergeant duty pay from \$.50 to \$.70 per hour,
- implement the \$100 bonus for passing a voluntary annual fitness test, and
- increase FOP shift differential pay from \$.55 to \$.75 per hour, revise shift starting times per department practice, and add the 4th shift.

The increases in clothing allowance, education pay and special duty pay will impact wages of Police Lieutenants and Police Captains, if applicable.

Financial Considerations: The estimated costs of the salary ordinance adjustments for Lieutenants are \$82,600 in 2007, \$165,200 in 2008 and \$247,800 in 2009.

Goal Impact: As a human resources and financial issue, goal impact falls under Internal Perspective.

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

Recommendations/Actions: It is recommended that the City Council approve the amended ordinance and place it on first reading.

### **Agenda Item No. 33.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0529

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5309 Grant from the Federal Transit Administration for Van Maintenance Facility

INITIATED BY: Wichita Transit

AGENDA: New Business

Recommendation: Approve the resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for FY2005 (\$777,422) and FY2006 (\$792,000) Section 5309 discretionary federal funds to build a van maintenance facility.

Presently, WT operates 21 paratransit vans to serve an ever-growing disabled population. WT's transit operation center (TOC) was built to maintain diesel-powered buses only. Consequently, van maintenance is contracted out to an already over-extended central maintenance facility (CMF).

In addition, WT contracts out over 260,000 more disabled rides with special services agencies: CPRFK, KETCH, Starkey, Res-Care, Envision, and Catholic Charities. These agencies are requesting higher subsidies from WT, which can be minimized by offering maintenance services at a reasonable fee.

Finally, in Sedgwick County and the adjacent surrounding counties, another estimated 115 vans are operating similar service.

Analysis: With an ever-growing demand on paratransit services, rising maintenance and fuel costs, higher subsidies requested by contracted agencies, and an over-extended CMF, greater efficiency and effectiveness must be attained. Operating a specialized van maintenance facility for 16-passenger, specialized cutaway vans with wheelchair lifts and highly technical surveillance equipment offers a myriad of benefits:

- State-of-the-art maintenance facility,
- Adequate inventory levels and reduced costs,
- Specialized mechanics,
- Specialized equipment for lift repair,
- Manpower costs lower than commercial garages,

Quicker turnaround time,  
Better warranty observance through DataStream, and  
Assurance that vans exceed their useful life.

Further, growth opportunities in offering maintenance services to contracted agencies providing ADA rides for WT can relieve the demands by those agencies for increased subsidies. Plus, offering services to Sedgwick County and the adjacent surrounding counties that provide transit services under federal requirements can also add to revenues to increase services.

Goal Impact: To ensure efficient infrastructure by maintaining and optimizing public facilities and assets.

Financial Considerations: Total capital cost is \$2,162,000, with \$1,569,422 secured under FTA Section 5309 grants, \$355,000 as in-kind match from city-owned land in front of the Transit Operations Center, and \$237,578 is awaiting KDOT commitment. Annual operating funds will be funded 80% by WT annual maintenance grant, fully allocated user fees by participating agencies, and minimal additional city funds.

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

Recommendations/Actions: It is recommended that the City Council approve the resolution authorizing Section 5309 grant from the Federal Transit Administration for a van maintenance facility.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING  
THE FILING OF AN APPLICATION  
WITH THE FEDERAL TRANSIT ADMINISTRATION,  
AN OPERATING ADMINISTRATION OF THE  
UNITED STATES DEPARTMENT OF TRANSPORTATION,  
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED  
BY 49 U.S.C. CHAPTER 53, TITLE 23 ,  
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE  
FEDERAL TRANSIT ADMINISTRATION  
TO SUPPORT FY 2005 and FY 2006 SECTION 5309 PROJECTS

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

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

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

WHEREAS, the City of Wichita desires financial assistance for support of the following projects/programs: Pursuant to Section 5309 – Discretionary Funds: construction of a van maintenance facility, including land acquisition, paving, major equipment and parts inventory, planning, and architectural design.

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

1. That the City Manager, or his/her designee, is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. § 5309 projects.
2. That the City Manager, or his/her designee, is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager, or his/her designee, is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

#### CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. § 5309 certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on June 5, 2007.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**Agenda Item No. 34.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0530

TO: Mayor and City Council Members  
SUBJECT: Petition to pave 43rd St. South, between Dodge and Seneca (District IV)  
INITIATED BY: Department of Public Works  
AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 4 of 7 (57%) resident owners and 50% of the improvement district area. District IV Advisory Board sponsored a May 2, 2007, neighborhood hearing on the project. The Board voted 9-0 to recommend approval of the project.

Analysis: The project will provide paved access to a developed residential and commercial area.

Financial Considerations: The estimated project cost is \$100,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.60 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential and commercial area.

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

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

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

132019-BID#37484  
First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 43RD ST. SOUTH FROM THE EAST LINE OF DODGE AVENUE TO THE WEST LINE OF SENECA ST. 472-84559 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 43RD ST. SOUTH FROM THE EAST LINE OF DODGE AVENUE TO THE WEST LINE OF SENECA ST. 472-84559 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on 43rd St. South from the east line of Dodge Avenue to the west line of Seneca St. 472-84559.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Thousand Dollars (\$100,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2007 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

VILM GARDENS 2ND ADDITION  
Lots 10 through 12 Inclusive, Block B  
Lots 1 through 3 Inclusive, Block D  
The North 63.87 Feet of Lot 4, Block D  
The North 63.87 Feet of Lot 5, Block D

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

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

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. 35.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0531

TO: Mayor and City Council Members

SUBJECT: Greenwich Improvement, between Central and 13th Street (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2005-2014 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve Greenwich between Central and 13th Street. Due to the rapid pace of commercial development in the corridor, the proposed schedule is to begin construction this summer and be completed this year.

Analysis: Greenwich is currently a mixed two and three lane asphalt mat road from north of Central to immediately south of 13th Street with roadside ditches for drainage. From 13th Street to 29th Street North, Greenwich is a new City standard five lane roadway with left turn lanes. The proposed improvement consists of a five lane roadway with two through lanes in each direction and a center two-way left turn lane with landscaped medians. Drainage improvements will be included with the project as well as sidewalk on both sides of the street. Traffic signals, acceleration/deceleration and left turn lanes will be constructed at the major entrances to new commercial development south of 13th and will be funded by special assessments in accordance with petitions previously approved by the City Council. The street will be closed to through traffic during construction with local access provided to all affected properties.

Financial Considerations: The current estimated construction cost is \$3,120,000 with \$2,800,000 paid by General Obligation bonds and \$320,000 paid by Special Assessments. The Special Assessment component of the project is the total of three budgets established by the petitions previously approved by the City Council. In addition, on September 12, 2006, the City Council approved a \$160,000 design budget. Project funding is included in the current CIP for 2009, but is proposed to be moved forward to 2008 in the new CIP which would allow construction this year.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading and authorize the necessary signatures.

Attachments: Map, CIP Sheet and Ordinance.

132019-BID#37484

First Published in the Wichita Eagle on

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DECLARING GREENWICH ROAD, BETWEEN CENTRAL AND 13TH ST. NORTH (472-84435) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That Greenwich Road, between Central and 13th St. North (472-84435) in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to Greenwich Road, between Central and 13th St. North (472-84435) as main trafficways in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to

be One Hundred Sixty Thousand Dollars (\$160,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_, 20\_\_\_\_.

CARLOS MAYANS, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

## **Agenda Item No. 36.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0532

TO: Mayor and City Council Members

SUBJECT: DR2005-21: Establish the AT/FP-O, Anti-Terrorism/Force Protection Overlay District on properties generally located south of Pawnee, west of Webb, north of 31st Street South and east of Oliver. (Districts II and III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendations: Approve (9-4).

MAPD Staff Recommendations: Approve.

DAB Recommendations: DAB II and III did not review.

Background: On November 14, 2006, the City Council accepted the recommendations of the McConnell Air Force Base Joint Land Use Study Implementation Coordinating Committee and directed staff to proceed with implementing the recommendations. One of those recommendations is to establish the AT/FP-O, Anti-Terrorism/Force Protection Overlay District on the properties near McConnell Air Force Base (AFB).

The purpose of the AT/FP-O District is to limit the height of new buildings in proximity to the AFB so that there are fewer opportunities for persons to be concealed within a multiple-story building that has line of sight to the AFB, thus limiting opportunities for espionage or attack. The AT/FP-O District was proposed in the McConnell Air Force Base Joint Land Use Study, May 2005, which recommended determining which development standards are needed for properties near the AFB to limit the vulnerability of the AFB from terrorist attack. As a result, the AFB commissioned a security audit by the U.S. Department of Homeland Security and the Kansas Division of Emergency Management. The security audit recommended that new buildings within one-half mile of the AFB be limited to two stories in height.

Approximately one-fourth of the land area proposed to be included in the AT/FP-O District is located within the corporate limits of Wichita. The remainder of the properties are unincorporated, and the zoning of those properties to the AT/FP-O District is being considered by the Sedgwick County Board of Commissioners on June 6, 2007. See the attached map entitled "AT/FP-O, Anti-Terrorism/Force Protection Overlay District Boundary Properties within the Corporate Limits of the City of Wichita" for an illustration of the properties proposed to be included in the AT/FP-O District.

Analysis: The Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) considered the proposed AT/FP-O District on March 15, 2007. At the hearing, numerous affected property owners spoke in opposition to the proposed AT/FP-O District, primarily citing concerns that the proposed 25-foot height limitation would limit their ability to develop their property in the manner in which they intended. The MAPC voted to defer action on the proposed AT/FP-O District and instructed staff to meet with the affected property owners to determine if a reduced boundary for the AT/FP-O District could be proposed.

On March 30, 2007, two meetings were held with affected property owners. Planning staff and staff from the AFB attended both meetings, and attempted to work with affected property owners on crafting a revised AT/FP-O District boundary that reduced the number of affected property owners but still met the intent of the security audit.

A revised AT/FP District was presented to the MAPC on May 3, 2007. The revised AT/FP-O District removed the secure facilities of Boeing, Cessna, and Spirit from the AT/FP-O District because these facilities require photo identification for admittance to buildings and have 24/7 security forces with video surveillance. The Kansas Aviation Museum also was removed from the AT/FP-O because it is located within the perimeter security fence for the AFB. Finally, the revised AT/FP-O removed any property, or portion of a property, that is located more than one-half mile from the AFB. See the attached map entitled “McConnell AFB Area Proposed Rezoning Revised AT/FP-O, Anti-Terrorism/Force Protection Overlay District Boundary” for an illustration of the revised AT/FP-O District proposed by staff.

At the MAPC hearing on May 3, 2007, several property owners spoke in opposition to the proposed AT/FP-O District and suggested alternative boundaries that would further reduce the size of the AT/FP-O District. See the attached maps entitled “Property Owner Proposal #1” and “Property Owner Proposal #2” for an illustration of the alternative boundaries proposed by nearby property owners.

On May 3, 2007, the MAPC voted (9-4) to recommend establishing the AT/FP-O, Anti-Terrorism/Force Protection Overlay District on properties as shown in the map entitled “McConnell AFB Area Proposed Rezoning Revised AT/FP-O, Anti-Terrorism/Force Protection Overlay District Boundary.”

Financial Considerations: None.

Goal Impact: The proposed overlay district addresses the Safe and Secure Community Goal by establishing zoning restrictions that help protect McConnell Air Force Base from terrorist attack. The proposed overlay district also addresses the Economic Vitality and Affordable Living Goal by establishing reasonable development standards that help balance future operations at McConnell with the growth needs of the City.

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

Recommendations/Actions:

1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the overlay district; or

2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

**Agenda Item No. 37.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0533

TO: Mayor and City Council

SUBJECT: CUP2007-00007 and ZON2007-00004 DP-8 University Gardens  
Community Unit Plan – Amendment #11 to alter allowed uses, maximum  
building coverage, gross floor area; the number of buildings allowed and  
zone change to LC Limited Commercial on Parcel 9. (District I)

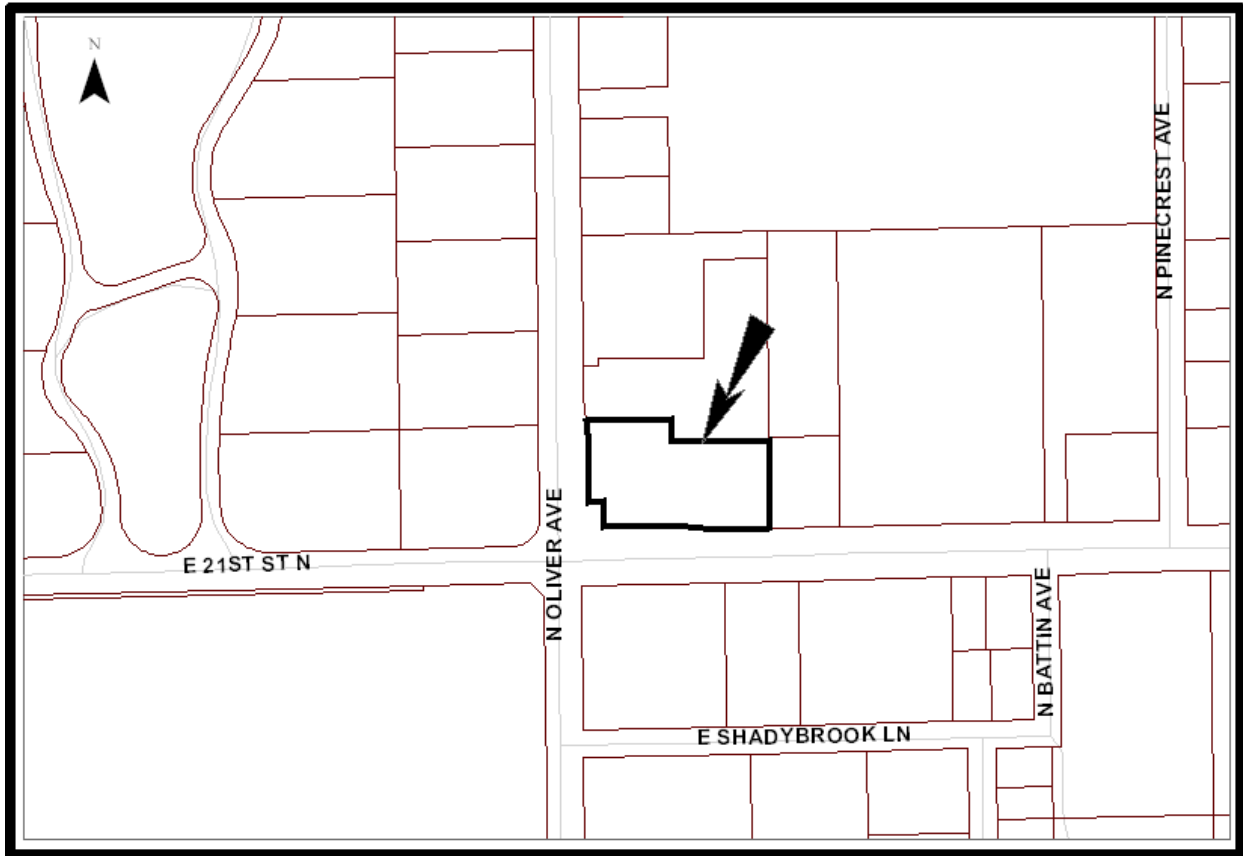
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: Approve rezone (7-0), deny proposed amendment to the CUP that  
would allow restaurants or convenience stores; Recommend meeting with the Northeast Heights  
and Crestview Heights Neighborhood Associations in regards to proposed uses.



Background: The applicant is requesting to rezone a 1.8 acre tract from “SF-5” Single-family Residential to “LC” Limited Commercial and to amend DP-9 University Gardens Community Unit Plan. The amendment would change the provisions for maximum building height, maximum land coverage, maximum gross floor area, floor area ratio, proposed general uses and the maximum number of buildings allowed on Parcel 9, located on the northeast corner of 21st Street North and Oliver Avenue.

The subject property is an isolated strip of SF-5 land located between Oliver and other land within the parcel that is already zoned LC. Prior to the current code’s landscaping and buffering requirements, it was a common practice to leave a narrow strip of land zoned SF-5 adjacent to LC zoned land to provide a buffer between the applicants property and adjacent property. The practice left an owner with a split-zoned tract. With the adoption of landscaping and supplemental development requirements, split zoning is not used much anymore.

The applicant proposes to change the maximum building height from 30 feet to 45 feet, the maximum land coverage from 3,000 square feet to 15,000 square feet, maximum gross floor area from 6,000 square feet to 27,000 square feet, floor area ratio from 7.6% to 35% and the maximum number of buildings allowed from 1 to 3 buildings. The applicant also proposes to add the following uses to the General Uses: Office, General; Bank or Financial Institution, Retail, General; Restaurant, Convenience Store, Printing and Copying, Limited; College and University and a Vocational School.

The restaurant use, including fast food restaurants with a drive-thru, and convenience store, would be limited to access on 21st Street North only and would require increased screening and landscaping along North Oliver Avenue.

The surrounding area to the south and west includes a golf course, church and single-family residences on property zoned SF-5. The area to the south and east includes offices, a fast food restaurant and strip store on property zoned LC. The property to the north and east includes storage units, a retail store on property zoned LC and vacant SF-5 zoned property.

New buildings would have uniform architectural compatibility to the new development occurring directly to the east of the subject site, Parcel 10, in terms of character, color, texture and materials, and exterior walls facing residential would not be metal siding. The parcel would share a similar landscape palette as the development just east of the subject site. A site plan would be required to assure internal cross lot circulation, joint access and smooth traffic flow.

Analysis: District Advisory Board I was initially scheduled to hear this request on March 7, 2007, however the applicant was not present, and the DAB asked for the case to be returned at the April hearing. At the MAPC meeting held March 15, 2007, MAPC voted (12-0) to approve the CUP amendment and zone change. At District Advisory Board I on April 2, 2007, the DAB voted (7-0) to approve the zone change for the property, but the DAB recommended the applicant meet with the Northeast Heights and Crestview Heights Neighborhood Associations in regards to two uses proposed in the CUP amendment (Restaurant and Convenience Store uses).

The Chisholm Trail, Northeast Heights and Crestview Heights Neighborhood Associations met with the applicant and staff at a meeting on April 26, 2007. At that meeting, the association members expressed their dislike of two proposed uses, restaurant and convenience stores. The associations were also concerned about the likelihood of a possible restaurant becoming a drinking establishment and/or nightclub. The final determination by the associations was to have the City Council defer making a decision on the case so the associations could have more time in developing proposals for the City of Wichita to purchase the subject property for the use as open space. The neighborhood associations will meet again in May to develop a proposal to present to the District Advisory Board I for consideration and to forward the proposal to the City Council. If this proposed purchase is not possible, the associations support the removal of restaurant and convenience stores from the list of proposed uses. No protests have been received on the rezone.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC, approve the amendment and zone change to the CUP DP-8, Parcel 9, and approve the first reading of the ordinance establishing the zone change; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a 2/3 majority vote of the membership of the governing body on the first hearing.)

## **Agenda Item No. 38.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0534

TO: Mayor and City Council Members

SUBJECT: DR2007-05: Proposed Amendments to the Unified Zoning Code  
Pertaining to Wireless Communication Facilities

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Authorize the initiation of the proposed amendments to the zoning code text.

Background: At a workshop on November 28, 2006, the City Council discussed the City's current zoning regulations pertaining to wireless communication facilities and reached a general consensus that updates to the zoning regulations are desirable. The Unified Zoning Code requires an affirmative vote of either the governing body or the planning commission to initiate an amendment of the zoning code text.

Initiating an amendment of the zoning code text does not indicate City Council support for or approval of specific zoning regulations. Rather, an affirmative vote to initiate a zoning code text amendment indicates a City Council desire to consider improvements to the zoning regulations and a desire to embark upon a public input and review process to develop those improvements. The City Council will determine what, if any, amendments to the zoning code text are approved at the end of the public input and review process as outlined in the "Analysis" section below.

Analysis: The proposed amendments to the zoning code text would address:

1. The eligibility of properties for administrative approval of towers, as well as adjustments to the height and setback criteria for administratively-approved towers.
2. The criteria for judging the merits of a new tower request versus co-locating on existing towers.
3. Technical clarifications regarding the applicability of the zoning regulations to all wireless communication facilities regardless of property zoning.
4. Updates to the aircraft warning light regulations to comply with changes in Federal regulations.
5. Technical clarifications regarding the parties responsible for removal of unused towers.

The proposed zoning code text amendments are shown in detail in the attached document entitled "Proposed Amendments to Wireless Communication Facility Regulations."

The following is the proposed process and tentative schedule for amending the zoning code text:

Activity	Timing
City Council authorization of zoning code text amendments	June 2007
Review of proposed amendments with wireless industry	July 2007
Review of proposed amendments with District Advisory Boards	August and September 2007
Planning commission review of proposed amendments	October 2007
Governing body approval of proposed amendments	November 2007

Financial Considerations: None.

Goal Impact: The proposed zoning code text amendments address the Economic Vitality and Affordable Living Goal by establishing reasonable regulations that balance the need for the wireless communications industry to provide wireless communication services to the community with the need to mitigate negative impacts of wireless communication facilities on adjacent properties and overall community aesthetics.

Legal Considerations: Section V.C.2. of the Wichita-Sedgwick County Unified Zoning Code requires governing body or planning commission authorization for the City to initiate the proposed amendments to the zoning code text.

Recommendations/ Actions: Authorize the initiation of the proposed amendments to the zoning code text pertaining to the regulation of wireless communication facilities.

**Agenda Item No. 39.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0535

TO: Mayor and City Council Members

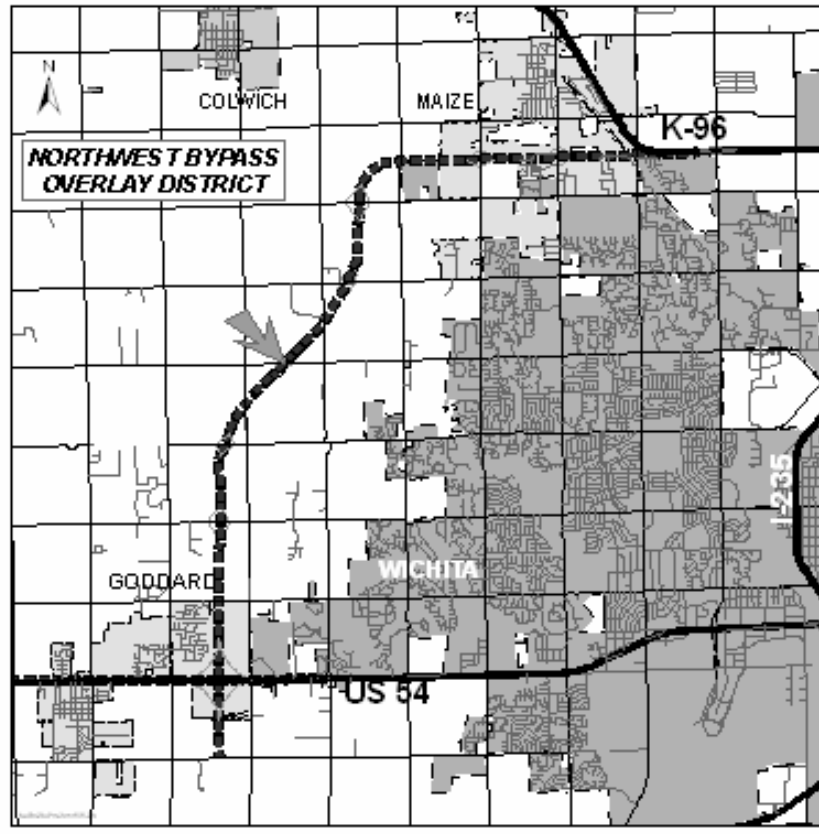
SUBJECT: DR2005-35 – Resolution amending the Unified Zoning Code to add the Proposed Corridor Preservation Plan Overlay District (CP-O) for the proposed Northwest Bypass in Wichita and Sedgwick County. The general location of the proposed CP-O connects K-96 to US-54 west of the City of Wichita.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Return the request to MAPC.



Background: The proposed Northwest Bypass has existed on adopted planning maps and documents for over five years, staff is working with KDOT and other departments to make progress on this transportation project. KDOT anticipates limited funding for this project; therefore, the proposed Overlay District is intended to assist in the land assembly process. The Overlay District is proposed to extend 150 feet to each side of the proposed Northwest Bypass centerline.

Analysis: The MAPC heard this item at the scheduled public hearing on December 8, 2005. No members of the public spoke on this item. The MAPC voted 10-0 to approve the item subject to staff recommendations. This item was scheduled for the February 7, 2006 Wichita City Council hearing agenda, but was deferred from that agenda. Because of elapsed time, and a revised legal description which proposes that the CP-O apply to unincorporated areas only, staff recommends that the item go back to the MAPC for a new public hearing.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: None.

Recommendations/Actions: Return the request to MAPC.

**Agenda Item No. 40.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0536

TO: Mayor and City Council Members

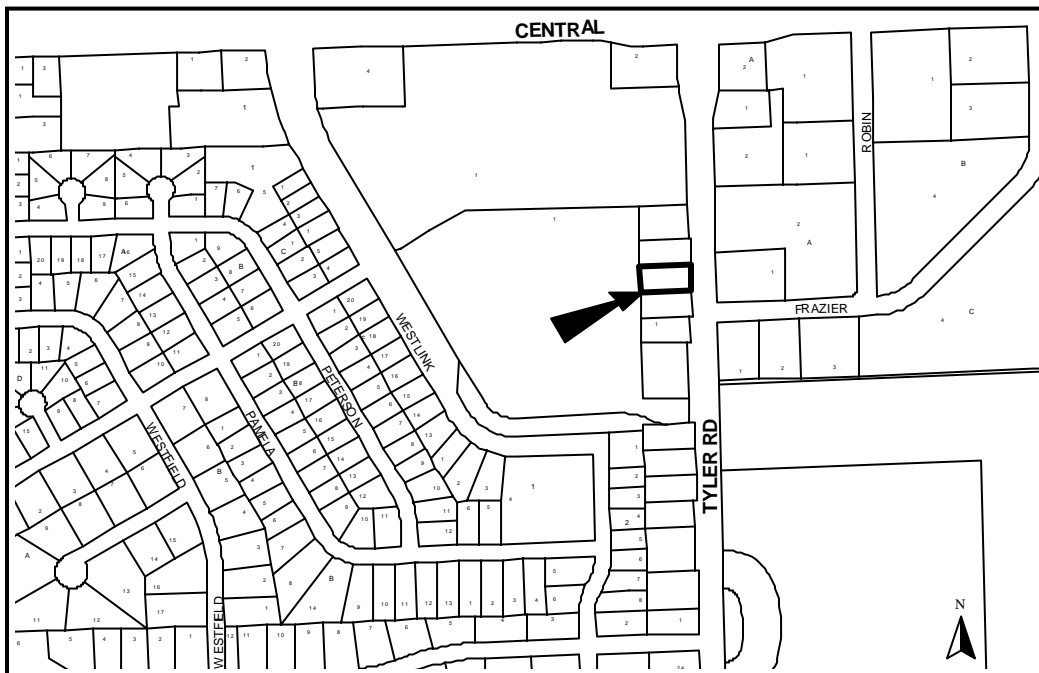
SUBJECT: ZON2000-00045 – Extension of time to complete the platting requirement for a zone change from “SF-5” Single-Family Residential to “LC” Limited Commercial. Generally located south of Central and west of Tyler Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve a two-year extension of time to complete platting to May 14, 2008.



Background: On November 14, 2000, the City Council approved a zone change request from “SF-5” Single-Family Residential to “LC” Limited Commercial on property located south of

Central and west of Tyler Road. Approval of the zone change request was subject to the condition of platting the property within one year. The last extended platting deadline was May 14, 2007. Four platting extensions have been granted, and the original applicant proposed deferring platting until the property sold. The property has now sold, and the current owner is requesting another platting extension, as the owner considers building a retail facility on the property. Therefore, the applicant requests an additional one-year extension of time to complete platting. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that a one-year extension of time to complete platting requirements be granted to May 14, 2008. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve a two-year extension of time to complete platting to May 14, 2008.

OCA150006 BID 37529-009 CID #76383

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. ZON2007-00004

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

Lot 1, University Gardens 2nd Addition to Wichita, Sedgwick County, Kansas. Northeast corner of 21st Street North and North Oliver Avenue

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 AT WICHITA, KANSAS, \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans - Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**Agenda Item No. 41.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 0537

TO: Mayor and City Council Members

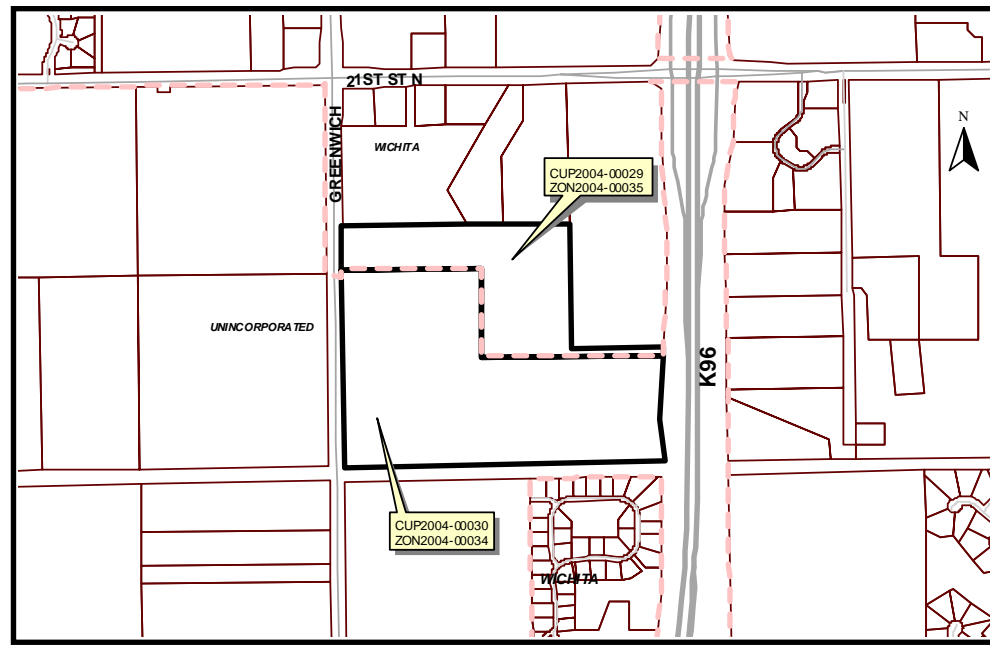
SUBJECT: CUP2004-29, CUP2004-30 (DP-277) and ZON2004-34, ZON2004-35 – Extension of time to complete the platting requirement for the Bruce Brown Commercial Community Unit Plan and a zone change from “SF-5” and “SF-20” Single-Family Residential to “LC” Limited Commercial. Generally located east of Greenwich Road and ¼ mile south of 21st Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve extended platting deadline of March 21, 2008.



Background: On September 21, 2004, the City Council approved the creation of DP-277 Bruce Brown Commercial CUP and a zone change from “SF-5” and “SF-20” Single-Family Residential to “LC” Limited Commercial subject to the condition of platting the property within one year. The applicant received a six-month platting extension from staff, and then a one-year platting extension from the City Council. As the attached letter indicates, the applicant is not ready to develop or begin platting. The applicant requests a one year platting extension to March 21, 2008.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of March 21, 2008.

**Agenda Item No. 42.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0538

TO: Mayor and City Council Members

SUBJECT: SUB 2007-06 -- Plat of Cornejo East 2nd Addition located north of Central and on the east side of Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

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

Background: This site, consisting of 5 lots on 32.39 acres, is a replat of a portion of the Family Golf Center Addition and the Cornejo East Addition. The site is located within Wichita's city limits and is zoned "LI" Limited Industrial District and "GC" General Commercial District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for the extension of sewer and water. Since this site is located near McConnell Air Force Base, an Avigational Easement and Restrictive Covenant 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 subject property.

A Cross-lot Drainage and a Cross-lot Circulation Agreement have been submitted.

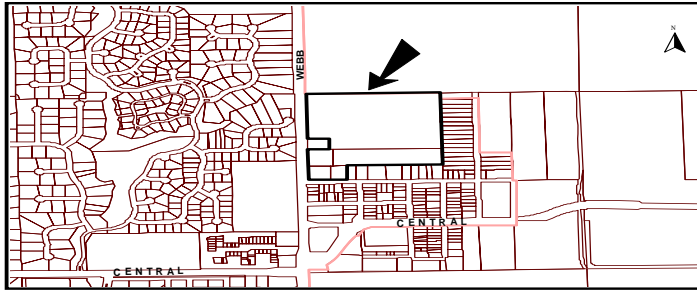
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenant, Avigational Easement, Cross-lot Drainage and Cross-lot Circulation Agreements 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. 43.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0539

TO: Mayor and City Council Members

SUBJECT: SUB 2007-19 -- Plat of Fox Ridge 2nd Addition located on the north side of 29th Street North and east of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of 17 lots on 19.01 acres, is a replat of a portion of Fox Ridge Addition. The site is zoned "SF-5" Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, drainage and paving improvements. A Restrictive Covenant has been 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 3) provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

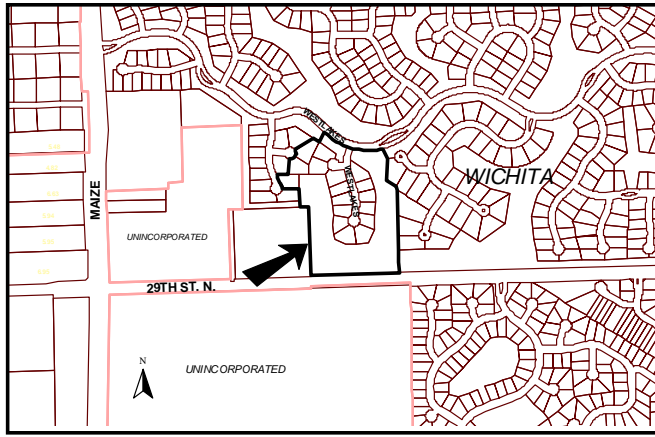
The plat has been approved by the Planning Commission, subject to conditions.

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. 44.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0540

TO: Mayor and City Council Members

SUBJECT: SUB 2006-20 -- Plat of Gray's 6th Addition located on the south side of MacArthur Road and on the west side of Hoover Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of nine lots on 4.44 acres, is a replat of Lot 1, Block A, Wheatland Commercial Addition. This site is located within Wichita's city limits and is zoned "LC" Limited Commercial District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving and drainage improvements. Restrictive Covenants have been submitted to provide for the ownership and maintenance responsibilities of the proposed reserves and to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street. Due to the site being zoned "LC", a Restrictive Covenant has been submitted specifying that the lots within this plat shall be limited to residential uses. A Dedication for street right-of-way has also been submitted.

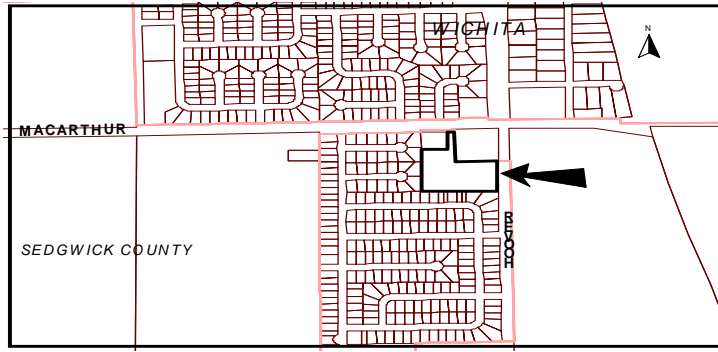
This plat has been reviewed and approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenants and Dedication 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. 45.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0541

TO: Mayor and City Council

SUBJECT: VAC2007-00011 Request to vacate a portion of a platted utility and drainage easement and portions of platted reserves and the restriction of uses to allow additional uses in those portions of the vacated platted reserves. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicants are requesting consideration for the vacation of portions of two different platted Reserve A and the platted drainage and utility easement. The uses that Reserve A, Auburn Hills Commercial Addition have been set aside for include landscape buffer, landscaping, berms, open spaces, a private screening wall and utilities confined to easements. The uses that Reserve A, Auburn Hills Commercial 4th Addition have been set aside for include landscaping, open spaces, a wall on the perimeter, ponds, water features, monuments, irrigation and utilities in designated areas. The applicants propose to change the allowed uses in the two reserves to private parking, lighting, public and private utilities and irrigation. This change in uses in the reserves reflects the relocation of the drainage on the Auburn Hills Commercial 4th Addition and its rezoning (ZON2003-59) from "SF-5" to "NR," which eliminated the need of the Auburn Hills Commercial Addition to provide for a screening wall, a landscape buffer, landscaping, berms and open spaces between the two subdivisions. There are manholes and sewer line in the reserves and easement, but no water lines. The applicants have provided a copy of a recorded drainage and utility easement to replace those portions of the vacated easement and reserves. The Auburn Hills Commercial Addition was recorded with the Register of Deeds on July 9, 1997. The Auburn Hills Commercial 4th Addition was recorded with the Register of Deeds on November 23, 2005.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

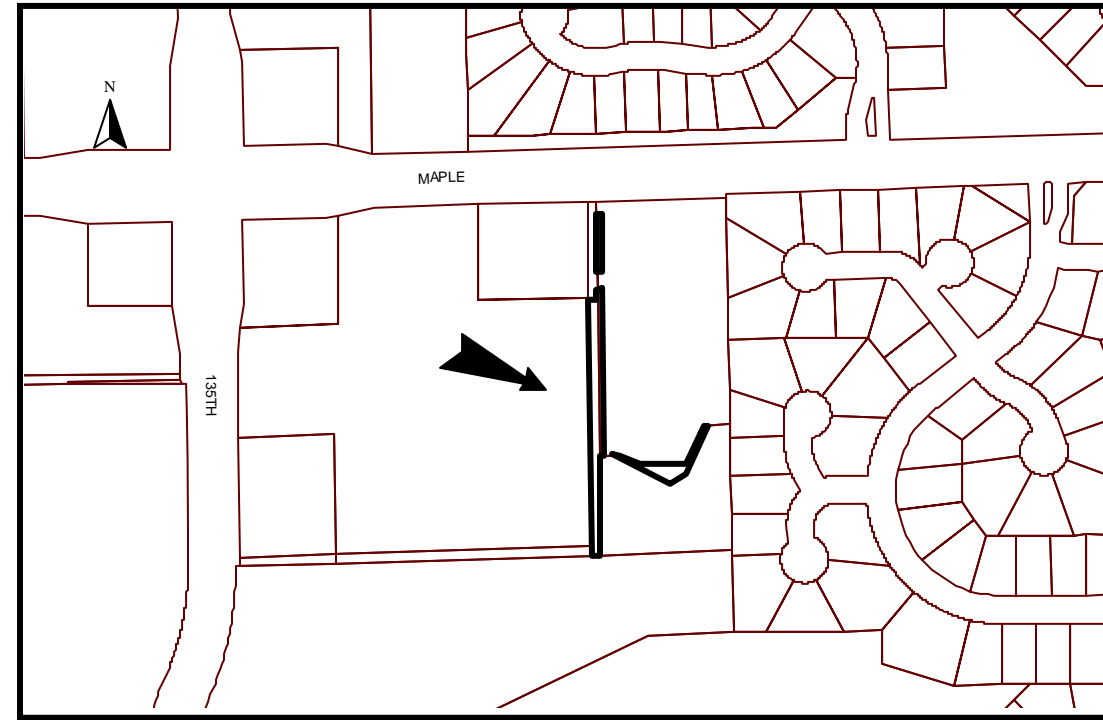
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

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

Recommendations/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Recorded replacement Drainage & Utility Easement.



**Agenda Item No. 46.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0542

TO: Mayor and City Council Members

SUBJECT: DED 2007-08 -- Dedication of Street Right-of-Way and DED 2007-09 -- Dedication of a Utility Easement located east of Seneca and north of 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with a lot split case (SUB 2007-31, Interurban Place Addition). The Dedications are for additional street right-of-way along Armstrong and for construction and maintenance of public utilities.

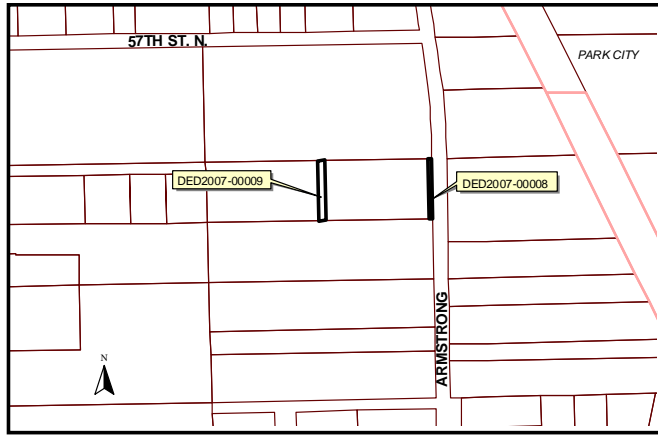
Analysis: None.

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. 47.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0543

TO: Mayor and City Council Members

SUBJECT: A07-12R Request by Charles and Connie Woodard, of Charles R and Connie L Woodard Trust, to annex land generally located north of 45th Street North and west of Hoover Road. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Recommendation: Place the annexation ordinance on first reading.

Background: The City received a request to annex 43.16 acres of land generally located north of 45th Street North and west of Hoover Road. The annexation area abuts the City of Wichita to the east and south. The property owner anticipates that the proposed property will be developed with 95 single-family units within the next ten years.

### Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 43.16 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north, east, and south is primarily agricultural land with a couple of farmsteads. Property to the north is zoned "SF-20" Single-Family Residential, while property to the east and south is zoned "SF-5" Single-Family Residential. Property to the west is developed as the Childs Acres Addition, which consist of manufactured and single-family homes and is zoned "SF-20" Single-Family Residential.

Public Services: There is a 20" water main in Ridge Road coming from the south and ending at the south right-of-way line of K-96, but there are plans to extend from a 20" water main at 29th Street North and Hoover Road. The closest sewer main is an 18" sewer main in 37th Street North, at the mid-mile between Ridge Road and Hoover Road. The developer plans on pumping to that point until such time as other facilities are constructed across Hoover Road near the northeast corner of the subject area.

Street System: The subject property borders Palo Alto Drive to the west, which is a dirt road. The Sedgwick County Capital Improvement Program 2006-2010 and the 2006 Transportation Improvement Program have scheduled Ridge Road to be widened, between 53rd Street and K-96, which is approximately 1/2 mile west of the subject property. The City of Wichita Capital Improvement Program (CIP) 2005-2014 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a ten (10) to eleven (11) minute approximate response time from City Fire Station No. 13, located at 3162 West 42nd Street North. The delayed response time is due to the limited roads and lack of easy access to this particular property. It is anticipated that the property to the south and east will be developed with 580 single-family homes within the next 10 years, which would ultimately decrease the Fire Departments response time by at least 2 minutes. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The Brooks Tract Park, a 272-acre park, located to the east of the subject property, is currently being developed into a regional park. The North Ridge Village Addition Reserve D, a 17-acre park, located 1 mile southwest of the subject property, is undeveloped and functions as habitat for the Eastern Spotted Skunk. In addition, the Sedgwick County Zoo is located approximately 2 1/2 miles south of the subject property.

School District: The annexation property is part of the Unified School District 266 (Maize 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 \$6,470 with a total assessed value of \$1,941. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$61 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 95 single-family units will be developed in the next ten years. The total appraised value of this development after completion is estimated at \$9,310,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$33,625 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. (A07-12)

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 VI respectively:

The N ½ of the SE ¼ of Sec. 22, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, EXCEPT the east 1220.61 feet thereof.

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. 48.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0544

TO: Mayor and City Council Members

SUBJECT: A07-14R Request by Eugene Vitarelli to annex land generally located southwest of the intersection at 127th Street East and Mount Vernon Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Recommendation: Place the annexation ordinance on first reading.

Background: The City received a request to annex 19.91 acres of land generally located southwest of the intersection at 127th Street East and Mount Vernon Road. The annexation area abuts the City of Wichita to the north, east and west. The property owner anticipates that the proposed property will be developed with 46 residential units over the next 5 years.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 19.91 acres of property currently zoned "SF-5" Single-Family Residential. Property directly to the north is developed with single-family homes and is zoned "SF-5" Single-Family Residential. Property to the east is platted, but primarily undeveloped at this time, and is also zoned "SF-5" Single Family Residential. Property to the south and west is primarily undeveloped and is zoned as "SF-5" Single-Family Residential as well.

Public Services: The closest water line is a 16" water main along 127th Street East along the east side of the annexation area. The closest sewer line is a 12" sewer main along the north side of the property, from 125th Street East to 123rd Street East, as well as, a 10" sewer line along the west side of the property.

Street System: The subject property borders 127th Street to the east and Mount Vernon to the north, which are both two-lane, paved roads. The 2006 Transportation Improvement Program and the City of Wichita Capital Improvement Program (CIP) 2005-2014 have scheduled Harry to be reconstructed and widened between Greenwich Road and 143rd Street East, which is located approximately 1/2 mile north of the annexation area. The Sedgwick County Capital Improvement Program 2006-2010 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City/County Station No. 38, located at 1010

N. 143rd Street East. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

**Parks:** The WB Harrison Park, a 40.15-acre park, is located approximately two miles to the northwest of the annexation area and contains two tennis courts, a softball diamond, a rugby field, a children's play area, a restroom, a paved jogging trail, a fishing pond, two benches and 12 picnic tables. Towne Park, a 4.34-acre park, is located approximately 2 1/2 miles southwest of the annexation area and contains a pond with a dock, a children's play area and a 0.23-mile exercise trail. According to the 1996 Parks and Open Space Master Plan, a future proposed pathway has been identified that would run north/south, approximately 1/4 mile to the west of the annexation area.

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

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

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$2,740 with a total assessed value of \$822. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$26 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 46 residential units will be developed within the next five years. The total appraised value of this development after completion is estimated at \$6,440,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$23,259 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. (A07-14)

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:

The N 1/2 of the N 1/2 of the E 1/2 of the SE 1/4 of Section 34, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas EXCEPT for that part designated as 127th Street East.

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

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

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

ADOPTED at Wichita, Kansas, this \_\_\_\_\_.

\_\_\_\_\_

Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_

Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_

Gary E. Rebenstorf, Director of Law

**Agenda Item No. 49.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0545

TO: Wichita Airport Authority  
SUBJECT: Consent to Assignment of Leases – Koch Business Holdings  
INITIATED BY: Department of Airports  
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Consent to Assignment of Leases.

Background: Koch is a long-term tenant of Mid-Continent Airport, operating from an office/hangar facility located at 1760 Airport Road which was constructed in 1981. In addition, Koch leases Hangar 16 located at 1700 Airport Road. Koch is requesting approval of a Consent to Assignment of Leases from Koch Business Holdings, LLC to Koch Industries, Inc. A previous assignment was approved by the Wichita Airport Authority on December 18, 2001 which assigned the leases from Koch Industries, Inc. to Koch Business Holdings, LLC.

Analysis: As a result of an internal reorganization of some of its business operations, Koch is requesting that the existing leases be re-assigned from Koch Business Holdings, LLC to Koch Industries, Inc., effective June 4, 2007.

Financial Considerations: There is no financial impact to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through approving changes to lease agreements which allow tenants to do business on the airport in the most effective way possible, thereby improving services to their customers.

Legal Considerations: The Consent to Assignment of Leases has been approved by the Law Department as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Consent to Assignment of Leases, and authorize the necessary signatures.

Attachments: Two original signature copies, and 12 distribution copies of the Consent to Assignment of Leases.

## **Agenda Item No. 50.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0546

TO: Wichita Airport Authority

SUBJECT: Lease – Wichita Airport Hotel Associates, L.P.

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: On June 1, 1980, the Wichita Airport Authority entered into a 30-year agreement with Wichita Airport Hotel Associates for the construction and operation of a Hilton Inn on Mid-Continent Airport. On February 1, 1992, a restated and amended bond lease was entered into between the parties as part of a refinancing plan. This lease continued the agreement term through 2010, and included four, five-year renewal options through June 1, 2030, resulting in a 50-year agreement term. In 2006, Wichita Airport Hotel Associates approached airport staff requesting five additional five-year renewal options through 2055. According to State statute; however, the WAA may only enter into lease terms not to exceed 50 years. Consequently, the agreement could not be extended beyond the remaining 24 years. Wichita Airport Hotel Associates then requested that a new, 50-year lease agreement (including options) be developed commencing June 1, 2007 and ending May 31, 2057. The Wichita Airport Advisory Board at its May 7, 2007 meeting reviewed the terms of the agreement, and recommended that the Wichita Airport Authority approve the agreement.

Analysis: Rationale provided by the hotel partners for the 25-year extension beyond 2030 was that current renovation funding programs, amortizations of upgrades, and other financing commitments extended up to and beyond the current lease term ending in 2030. In addition, revision to the agreement was requested to allow the tenant to sell its interests during the term of the lease. Initial term of the proposed 50-year lease is June 1, 2007 through May 31, 2030 (23 years), which is the remaining term of the original agreement with options. Three renewal options are included: two, ten-year options through May 31, 2050 and one, seven-year option through May 31, 2057.

Financial Considerations: Payment to the WAA during the primary term of the new agreement continues the practice from the current agreement which provides \$37.15 per parking space for 402 parking spaces, multiplied by the percent of hotel occupancy. This compares to \$37.20 per parking space in the proposed agreement, and includes incremental increases up to \$45.20 in

2030. There are no land rent changes between the two agreements during the basic term, with a portion of the property being assessed at \$.035/sq.ft. per year and the remaining portion at \$.065/sq.ft. per year. Land rent increases are scheduled to increase one-half cent every five years. Estimated revenue during the first year of the new agreement is \$165,251, compared to \$165,070 in the current agreement. During the renewal option, which commences June 1, 2030, payment to the WAA will be based upon three percent of hotel room sales and two percent of food and beverage sales.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which enhance services provided to the traveling public and allow the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Four signature copies and 12 distribution copies of the agreement.

## Agenda Item No. 51.

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0547

TO: Wichita Airport Authority

SUBJECT: Sublease Agreement – Wichita Airport Hotel Associates & Cingular Wireless

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the sublease agreement.

Background: The Wichita Airport Authority has an agreement with Wichita Airport Hotel Associates for operation of the Hilton Inn on Wichita Mid-Continent Airport. The agreement states that the Tenant may enter into subleases with the prior written consent of the Landlord. The Landlord consents to the sublease, and the Tenant acknowledges that the sublease is subordinate to the primary lease agreement between the Wichita Airport Authority and Wichita Airport Hotel Associates.

Analysis: Wichita Airport Hotel Associates has entered into an agreement with Cingular Wireless to install antennas and construct a small building to house communication equipment on the Hilton's leased premises. Installation of the antenna will provide improved reception for the hotel's cellular customers and the surrounding areas.

Financial Considerations: There is no financial impact to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted by utilizing existing facilities to the fullest extent.

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

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

Attachments: Two signature copies and 12 distribution copies of the sublease agreement.

**Agenda Item No. 52.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0548

TO: Wichita Airport Authority  
SUBJECT: Smarte Carte, Inc. – Supplemental Agreement No. 1  
INITIATED BY: Department of Airports  
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Smarte Carte entered into an agreement with the Wichita Airport Authority on October 12, 2004 for the purpose of providing self-service luggage carts for use by passengers in the terminal building who elect to transport their own luggage.

Analysis: Smarte Carte is desirous of adjusting the price from \$2.00 to \$3.00 for the use of the carts. Smarte Carte provides three units that accommodate ten carts each. These units are located in the baggage claim area and on each concourse. They offer an alternative to passengers who are in need of assistance, but elect not to use the skycap services.

Financial Considerations: The WAA receives 10% of the gross sales from rental of each cart. Twenty-five cents is returned to the user who replaces the cart in the cart unit. Smarte Carte is responsible for the once weekly collection/service visits, at no cost to the WAA.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements that allow the Airport to serve its users and to continue its operation on a self-sustaining basis.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement No. 1, and authorize necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Agreement.

Pricing  
Other Terms  
SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE WICHITA AIRPORT AUTHORITY

and

SMARTE CARTE, INC.

for

Self-Service Luggage Carts  
Wichita Mid Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and entered into this June 5, 2007 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "AIRPORT"; and SMARTE CARTE, INC., hereinafter referred to as "SMARTE CARTE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated October 14, 2004 for the provision by Smarte Carte of a self-service luggage cart system for use in the Terminal Building on Wichita Mid-Continent Airport; and

WHEREAS, the Airport and Smarte Carte are now desirous of entering into this Supplemental Agreement No. 1 for the purpose of adjusting the pricing;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Pricing for unit rental shall not be greater than \$3.00 per unit, with a \$.25 reward for the return of the cart to the Cart Management unit.

2.

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement shall remain in full force and effect.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS  
By Direction of the Wichita Airport Authority

By \_\_\_\_\_

By \_\_\_\_\_

Karen Sublett, City Clerk

Carl Brewer, President

By \_\_\_\_\_

Victor D. White, A.A.E.,  
Director of Airports

ATTEST:

SMARTE CARTE, INC.

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_

Title

\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Law

**Agenda Item No. 53.**

City of Wichita  
City Council Meeting  
June 5, 2007

Agenda Report No. 07-0549

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 4 – Professional Insurance Management  
2120 Airport Road, Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Professional Insurance Management (PIM) leases the majority of an office facility located at 2120 Airport Road. The company is interested in exercising a three-year renewal option included in their current agreement.

Analysis: The Martens Companies conducted an appraisal of this facility and recommended a rental rate of \$9.00 per sq.ft. PIM leases 1,653 sq.ft. on the first floor, and the entire second floor which consists of 4,213 sq.ft. Utility, janitorial, and minor maintenance expenses are the responsibility of the tenant.

Financial Considerations: Annual revenue to the Airport Authority is \$52,790 per year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to serve its users and to continue its operation on a self-sustaining basis.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement; and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Agreement.

SUPPLEMENTAL AGREEMENT NO. 4

By and Between

THE WICHITA AIRPORT AUTHORITY

And

PROFESSIONAL INSURANCE MANAGEMENT, INC.

For

Facility Rental – 2120 Airport Road  
Wichita Mid Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 4, made and entered into this June 5, 2007 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and PROFESSIONAL INSURANCE MANAGEMENT, INC., hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated April 15, 1991 for use of the facility located at 2120 Airport Road for aviation related purposes in connection with its business of providing an aviation insurance brokerage firm; and

WHEREAS, the original agreement has been modified by letters of extension and Supplemental Agreement Nos. 1, 2 and 3, with the most recent supplement dated November 9, 2004; and

WHEREAS, the Lessor and Lessee are now desirous of entering into this Supplemental Agreement No. 4 for the purpose of extending the agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Section 1 of Supplemental Agreement No. 1, dated September 7, 1999, shall be modified as follows:

The term of this extension shall be for a period of three years, commencing July 1, 2007 and ending June 30, 2010.

It is further understood that Lessee is hereby granted three successive options of three years each to renew this agreement from and after June 30, 2010; subject, however, to the renegotiation of lease terms.

2.

Rental for use of said premises through the term of this extension shall be at the rate of Nine Dollars (\$9.00) per square foot for 5,865.57 sq.ft. (1,652.57 sq.ft. on the first floor and 4,213 sq.ft. on the second floor), for an annual rental amount of \$52,790.13, payable at the rate of \$4,399.18 per month, due on the first day of each month during the term of this Agreement.

3.

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement and supplements shall remain in full force and effect.

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

ATTEST: THE WICHITA AIRPORT AUTHORITY

By direction of the Wichita Airport Authority

By \_\_\_\_\_ By \_\_\_\_\_  
Karen Sublett, City Clerk Carl Brewer, President  
"LESSOR"

By \_\_\_\_\_  
Victor D. White, A.A.E.  
Director of Airports

ATTEST: PROFESSIONAL INSURANCE  
MANAGEMENT, INC.

By \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Title  
\_\_\_\_\_  
"LESSEE"

APPROVED AS TO FORM: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Law