

APRIL 10, 2007 AGENDA REPORTS

Agenda Item No. 5a.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0315

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewers in Silverton and Cheryl's Hollow 2nd Additions (north of 13th, west of 135th St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On October 17, 2006, the City Council approved Petitions for sanitary sewer improvements in Silverton and Cheryl's Hollow Additions. The developers have submitted new petitions that rephrase the projects to reflect recent marketing conditions. The signatures on the new Petitions represent 100% of the improvement districts.

Analysis: The projects will serve new residential development located north of 13th, west of 135th St. West.

Financial Considerations: The existing Petitions total \$1,026,765. The new Petitions total \$914,298. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer 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 Petitions, adopt the Resolutions and authorize the necessary signatures.

Agenda Item No. 5b.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0316

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving and Sanitary Sewer Improvements in Blackstone and Cheryl's Hollow 2nd Additions (north of 13th, west of 135th St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On June 27, 2006, the City Council approved Petitions for paving and sanitary sewer improvements in Blackstone and Cheryl's Hollow 2nd Additions. The developers have submitted new petitions that rephrase the projects to reflect marketing conditions. The signatures on the new Petitions represent 100% of the improvement districts.

Analysis: The projects will serve the new residential development located north of 13th, west of 135th St. West.

Financial Considerations: The existing Petitions total \$748,976. The new Petitions total \$782,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paving and sanitary sewer 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 owner of a majority of the property in the improvement district.

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

Attachments: Map, CIP Sheet, Petition and Resolution.

Agenda Item No. 5c.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0317

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Brentwood South Addition (north of Pawnee, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On November 7, 2006, the City Council approved a Petition to construct a Sanitary Sewer in Brentwood South Addition. An attempt to award a construction contract within the budget set by 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 north of Pawnee, east of Webb.

Financial Considerations: The existing Petition totals \$60,000 with the total assessed to the improvement district. The new Petition totals \$89,000 with the total assessed to the improvement district.

Goal Impact: This project will address the Efficient Infrastructure goal by providing sanitary sewer service to a 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 new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution

Agenda Item No. 6a.

City of Wichita
City Council Meeting
April 10, 2007
Agenda Report No. 07-0339

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

Recommendation: Approve the request for street closures.

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

Analysis: The following street closure request has been submitted:

Wichita River Festival AT&T Concert, May 11, 2007 8:30 am – 10:30 pm
McLean Boulevard, Douglas Street to 2nd Street
Sycamore Street, Douglas Street to McLean Boulevard

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. 6b.

City of Wichita
City Council Meeting
April 10, 2006

Agenda Report No. 07-0340

TO: Mayor and City Council Members

SUBJECT: Street Closure: Topeka and 20th St. North (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: The Burlington Northern Santa Fe Railroad (BNSF) has scheduled the reconstruction of the three-track railroad crossing of Topeka Avenue at 20th St. North. The railroad is requesting a 5 day closure of Topeka to allow the complete removal of the three, 120 foot long, crossings and existing pavement headers, the installation of new track panels and ballast, the installation of concrete crossing material and the replacement of the street approach pavement and headers.

Analysis: During the street closure, businesses along Topeka between 21st and 20th Streets will need to access the area from 21st St. North. Businesses along Topeka south of 20th St. may be able to access the area using 19th, 18th, or 17th Streets. BNSF is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses. During the closure Topeka Ave. traffic will be detoured as follows:

Northbound Topeka traffic will be detoured west on 19th St. to Broadway, north to 21st, and then east to Topeka.

Southbound Topeka traffic will be detoured west on 21st St. to Broadway, south to 17th, and then east to Topeka.

Financial Consideration: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining safe and dependable transportation systems.

Legal Consideration: None.

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

Agenda Item No. 8a.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0318

TO: Mayor and City Council

SUBJECT: Agreement between City of Wichita and Andover – 24-inch Water Main

INITIATED BY: Water Utilities Department

AGENDA: Consent

Recommendation: Approve the agreement between the City of Wichita and Andover for the construction of a 24-inch water main in 159th Street East from Lynwood Circle to Grand Mere.

Background: 159th Street East is the dividing line between the agreed service area of the City of Wichita and Andover. A 24-inch water main is required on 159th Street East as a transmission main to serve properties in Wichita and Andover.

Analysis: The cost for approximately 810 feet of 24-inch water main will be divided between the City of Wichita, Andover, and the adjacent property owners petitioning for water service. The property owners will pay for the 8-inch equivalent water main, and both cities will pay the oversizing cost.

The City of Wichita will record properties in Andover that do not participate in the benefit district for the water main and require them to obtain a letter from the City of Andover that they have paid capital recovery costs to Andover for their oversizing costs of the 24-inch main. In addition, the City of Andover shall grant the City of Wichita access to the 24-inch water main for maintenance and/or replacement of the line.

Financial Considerations: There are no costs associated with the Agreement between the City of Wichita and the City of Andover. The Agreement does specify, however, that when the 24-inch petitioned project is approved, Wichita and Andover shall share equally in the cost between the 8-inch equivalent and the cost of the 24-inch main.

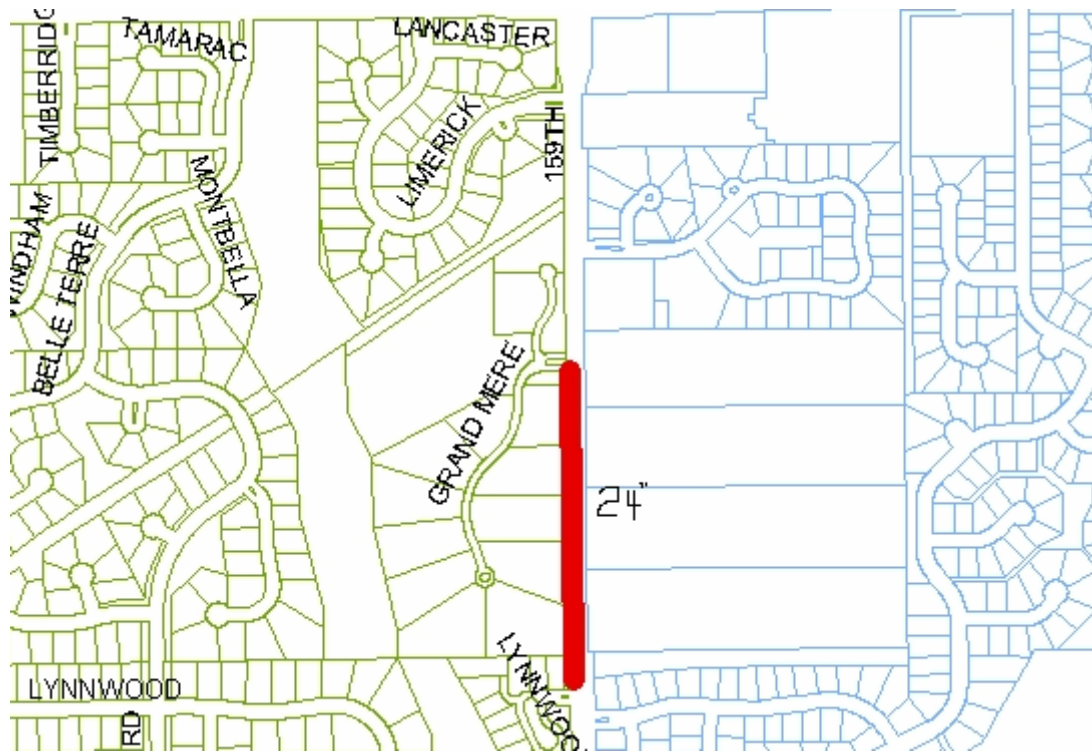
Goal Impact: This agreement addresses ensuring efficient infrastructure by supplying an adequate water transmission main in east Wichita for additional growth and development

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

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

Attachments: Agreement by and between the City of Wichita and Andover
Location Map for the 24-inch water transmission main

LOCATION MAP



Agenda Item No. 8b.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0319

TO: Mayor and City Council

SUBJECT: Controlled Substance and Alcohol Testing Program Third-Party Administrator

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the Contract.

Background: The City of Wichita began random drug and alcohol testing in 1995 in compliance with the Omnibus Transportation Employee Testing Act of 1991. Testing at that time was limited to employees required to have a Commercial Driver's License to do their jobs. During the last round of negotiations with the Fraternal Order of Police, the International Association of Fire Fighters, Service Employees International Union, and Teamsters, it was agreed that the random pool would be increased to include safety sensitive positions identified by the Unions, Law Department, and Human Resources Department (HRD). This increases the pool from approximately 600 to 1874, and the number of random tests from 250 to 500 for drugs and from 50 to 188 for alcohol.

Since 1995, the City's Human Resources Department has managed the random screening process; however, the increase in volume along with the federal requirements for diligence and documentation would have required an increase in the HRD budget for specialized staff to implement the new agreements. Instead, a Formal Request For Proposal was released in September, 2006 to solicit for a Third-Party Administrator to manage the Controlled Substance and Alcohol Testing Program.

Eight proposals were received. Negotiations with the top proposer were not successful and in February, 2007 Foley Services, Inc., the second proposer, was selected. Foley Services, Inc. specializes in federal Department of Transportation safety regulation compliance with special emphasis on substance abuse testing programs. They serve over 10,000 companies throughout the country.

Analysis: Contracting with a third party to administer the Controlled Substances and Alcohol Testing Program is less expensive than operating the program with City staff and provides the

City with protection against claims of bias in the selection and testing process. Employees who are identified with drug or alcohol abuse problems are referred to mandatory treatment programs and must be released by a substance abuse professional before returning to work.

Financial Considerations: The estimated cost of the program for the remainder of 2007 will be \$22,550 For 2008, the estimated cost is \$45,000.

Goal Impact: Internal Perspectives. Increased Productivity will result through this proactive approach to employee problems. Reduce/Avoid Costs will be achieved through reduction in preventable accidents and returning recovered employees to their positions.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one year with annual renewable options for four (4) years.

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

Agenda Item No. 8c.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0320

TO: Mayor and City Council Members

SUBJECT: Audio/Visual System 10th Floor MAPD Remodel
(All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Contract.

Background: On November 14, 2006 City Council approved the remodel of the Metropolitan Area Planning Department (MAPD) located on the 10th floor of City Hall. A major component of the MAPD and their ability to function as a public service is the large meeting/conference room. The meeting room is approximately 1800 square feet, and is used primarily for meetings of the planning commission, citizens with concerns, and small conferences with presentations.

Analysis: The audio/visual system in the meeting room is significantly outdated, and is in need of an upgrade. The upgrade will include a totally re-designed system including new wireless microphones, speakers, control center, amplifier, video projector, projection screen, etc. The new system will give planning commissioners and citizens the ability to make presentations, hold discussions, and allow media types to record minutes of the meetings.

On November 17, 2006 Purchasing issued RFP FP600113 for Professional Services for the Design, Supply, and Install Audio/Visual System for the 10th Floor MAPD Conference Room. Two firms responded to the RFP, McClelland Sound and Media Specialists.

The Staff Screening and Selection Committee was convened and it was determined that McClelland Sound was the only firm of the two that could provide the City with the required response time of 1 hour in the event of a system failure, as well as loaner equipment free of charge for the warranty period in the event of prolonged system failure. Media Specialists located in Tulsa, Oklahoma, could not provide this vital service, and therefore did not meet the requirements of the original RFP.

Financial Considerations: The cost of the system is \$67,225.28, and will be completed as part as the remodel project. Funding for the total remodel project is comprised of City/County funds

(\$257,436.40), Federal Grant (\$91,590), and City facilities remodeling funds (\$56,890.05). No additional project funding will be needed to purchase and install this equipment.

Goal Impact: Efficient Infrastructure – Maintained and optimized public facilities and assets.

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

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

Agenda Item No. 8d.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0321

TO: Mayor and City Council Members

SUBJECT: Project Cooperation Agreement: Cowskin Creek Improvement, between Kellogg and Maple (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: During the Halloween 1998 flood in the Cowskin Creek Basin, many homes were flooded in the Dell and Hidden Lakes areas of west Wichita. Subsequent to the flood, the City and the US Army Corps of Engineers undertook various studies in an attempt to determine the cause of the flooding and what might be done in the future to improve conditions. The US Army Corps of Engineers performed a Section 205 Basinwide Flood Study and determined that the only project that they could justify participating in was a channel improvement project between Kellogg and Maple. For the last several years, the City and the Corps have been developing this project including design and right of way acquisition.

Analysis: The work to be completed with this project is the construction of a 300 ft. wide overflow channel parallel to the main channel of the Cowskin Creek in the area between Kellogg and Maple. These channel improvements will lower flood elevations up to 1 ½ ft. during the one hundred year flood event and will provide additional protection for more frequent storms. The project, as designed, will include environmental mitigation measures for repair of any habitat that needs to be altered to allow for the construction of the project.

Financial Considerations: The total estimated cost for the construction of this project is \$4,539,000. The amount of \$2,339,000 will be paid by the Corps of Engineers, with the balance of \$2,200,000 to be paid the City of Wichita. The City's share is included in the project budget that was approved by the City Council on February 13, 2007.

Goal Impact: The project addresses the Efficient Infrastructure goal and the safe and secure community goal by reducing flood risks for the nearby neighborhoods.

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 Project Cooperation Agreement and authorize the necessary signatures.

Agenda Item No. 8e.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0341

TO: Mayor and City Council

SUBJECT: Telecommunications Franchise – Extension

INITIATED BY: City Manager’s Office

AGENDA: Consent

Recommendation: Approve the extension agreement.

Background: The City Council approved a telecommunications franchise with Southwestern Bell Telephone L.P. effective March 29, 2003, and amended effective September 21, 2006; this franchise expires on March 31, 2007. Additional time is needed to conclude negotiations on a new franchise agreement

Analysis: The proposed Extension Agreement with Southwestern Bell Telephone LP maintains the current franchise and all of its provisions until June 30, 2007, or until a new franchise is negotiated and adopted, whichever occurs first.

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

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

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

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

Attachment: Extension Agreement

Agenda Item No. 9a.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0322

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Lillie Addition (south of Maple, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer, storm drainage, and paving improvements in Lillie Addition on July 25, 2006.

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

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$54,450 and will be paid by special assessments.

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

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

LILLIE ADDITION

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

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90116 serving Lots 1 through 3, Block A, Lillie Addition (south of Maple, west of Maize) (Project No. 448 90116).

LATERAL 38, MAIN 1, COWSKIN INTERCEPTOR SEWER serving Lots 1 through 3, Block A, Lillie Addition (south of Maple, west of Maize) (Project No. 468 84081).

STORM WATER DRAIN NO. 298 serving Lots 1 through 3, Block A, Lillie Addition (south of Maple, west of Maize) (Project No. 468 84208).

MAIZE COURT from the west line of Maize Road, west to and including the cul-de-sac (south of Maple, west of Maize) (Project No. 472 84286).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Lillie Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

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

Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448 90116	\$ 7,100.00
Project No. 468 84081	\$ 7,350.00
Project No. 468 84208	\$23,500.00
Project No. 472 84286	\$16,500.00
TOTAL	\$54,450.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

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

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text

fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

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

9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by May 21, 2007.
(Project No. 448 90116).

b. Plan Development for the sewer improvements by May 21, 2007.
(Project No. 468 84081).

c. Plan Development for the drainage improvements by June 11, 2007.
(Project No. 468 84208).

d. Plan Development for the paving improvements by June 25, 2007.
(Project No. 472 84286).

Agenda Item No. 9b.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0323

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Auburn Hills 16th Addition (south of Maple, east of 151st Street) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Auburn Hills 16th Addition on February 13, 2007.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of paving in Auburn Hills 16th Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$26,900 and will be paid by special assessments.

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

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

AUBURN HILLS 16TH ADDITION

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

WITNESSETH: That

WHEREAS, the CITY intends to construct;

ONEWOOD from the east line of the plat west to the west line of Lot 1, Block D; CITY VIEW and CITY VIEW CIRCLE from the south line of Onewood, southwesterly to and including the cul-de-sac; CITY VIEW COURT from the west line of City View, west to and including the cul-de-sac (south of Maple, east of 151st Street West) (Project No. 472 84393).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Auburn Hills 16th Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 84393 \$26,900.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the

format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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

A. PHASE I – PLAN DEVELOPMENT

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

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

shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

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

9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the paving improvements by June 18, 2007.
(Project No. 472 84393).

Agenda Item No.10.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0324

TO: Mayor and City Council Members

SUBJECT: Change Order: Sanitary Sewer to serve Cross Pointe Addition (south of
21st, east of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On February 14, 2006, the City Council approved a construction contract with McCullough Excavation, Inc. to construct a sanitary sewer for Cross Ponte Addition. The alignment of the pipeline is across an existing pond, part of which was to have been filled in by a following drainage project. It has since been determined that the work can be expedited by filling in the pond with the sanitary sewer project rather than waiting for the drainage project.

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 \$12,800 with the total paid by Special Assessments. The original contract amount is \$64,000. This Change Order represents 20% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by proving a sanitary sewer 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.

February 23, 2007
 PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: McCullough Excavation, Inc. Project: Lateral 5, Main 16, Four Mile Creek Sewer
 to serve Cross Pointe Addition (south of 21st Street North, east of Greenwich)
 Change Order No.: 1 Project No.: 468-84044
 Purchase Order No.: 600208 OCA No.: 744167
 CHARGE TO OCA No.: 744167 PPN: 480855

Please perform the following extra work at a cost not to exceed \$12,800.00

A section of the existing pond that was to be filled by the future SWD project needs to be filled now from Sanitary Sewer Sta. 3+20 to 4+20 in order to finish installing the sanitary sewer line without farther delays. See attached revised grading sheet.

ADD:

Pond Fill	1	LS	@	\$8,150.00	=	\$12,800.00
				TOTAL	=	\$12,800.00

CIP Budget Amount: \$130,000.00	Original Contract Amt.: \$64,000.00
Consultant: PEC Current CO Amt.: \$12,800.00	Amt. of Previous CO's: \$0.00
Total Exp. & Encum. To Date: \$79,670.93	Total of All CO's: \$12,800.00
CO Amount: \$12,800.00	% of Orig. Contract / 25% Max.: 20%
Unencum. Bal. After CO: \$37,529.07	Adjusted Contract Amt.: \$76,800.00

Recommended By:

 Lawrence Schaller, P.E. Date
 Date Construction Engineer

Approved:

 Jim Armour, P.E.
 City Engineer

Approved:

 Contractor Date
 Date

Approved:

 Chris Carrier, P.E.
 Director of Public Works

Approved as to Form: By Order of the City Council:

 Gary Rebenstorf Date
 Director of Law

 Carlos Mayans Date
 Mayor

Attest: _____
 City Clerk

Agenda Item No. 11a.

Revised
CITY OF WICHITA
City Council Meeting
April 10, 2007

Agenda Report No. 07-0325

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 141 North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

-

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. This particular acquisition consists of twenty-foot strip of land along West Street.

Analysis: The proposed 2,400 square foot of land being acquired from a 36,000 square foot, vacant site poses no damages to the remainder. The owner rejected the \$13,800, or \$4.50 per square foot appraised offer and countered at \$17,400, or \$7.25 per square foot. \$7.25 a square foot is within the range of land values in the West Street corridor. This coupled with the cost of eminent domain action; it is recommended we accept the counter offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$20,000 is requested. This includes \$17,400 for the acquisition, \$2,600 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 11b.

revised

CITY OF WICHITA

City Council Meeting

April 10, 2007

Agenda Report No. 07-0326

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 219 North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. This particular acquisition consists of ten-foot strip of land along West Street. The property is improved with a commercial, retail store.

Analysis: The proposed 1,200 square foot of land being acquired from the subject site encompasses part of the parking area and a store advertising sign. Two parking spaces will be lost as a result of the taking. The sign is personal property and will be relocated by the landowner. The appraiser did not attribute any other damages to the remainder. The owner rejected the \$8,138 offer, which included \$2,138 as compensation for loss of parking. The land was valued at \$5.00 per square foot. The owner rejected the offer and countered at \$12,500. The \$7.25 a square foot for land is within the range of land values in the West Street corridor and \$3,800 for loss of parking. This coupled with the cost of eminent domain action; it is recommended we accept the counter offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$19,900 is requested. This includes \$12,500 for the acquisition, \$2,400 for closing costs and title insurance and \$5,000 for sign relocation.

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. 11c.

CITY OF WICHITA
City Council Meeting
April 10, 2007

Agenda Report No. 07-0327

TO: Mayor and City Council Members

SUBJECT: Acquisition of Sanitary Sewer Easement for the Main 5 Sewer Sanitary Lateral Line Near 13th Street North and Hoover (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

-

Recommendation: Adopt resolution and approve and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property.

Background: On July 12, 2005, the City Council approved the construction and extension of a sanitary sewer lateral line to provide service to a developed area in northwest Wichita. This project requires the acquisition of an easement on four tracts of land. On December 10, 2006, City Council approved the acquisition of the final tract through the use of eminent domain. During this process, city staff continued to negotiate with the landowner.

Analysis: The owner has accepted an amicable, negotiated value of \$5,000. This amount is less than the cost to pursue acquisition of the necessary easement if pursued through eminent domain.

Financial Considerations: The funding source for the project is Special Assessments. A budget of \$6,000 is requested. This includes \$5,000 for the acquisition and \$1,000 for closing costs and title insurance.

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

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

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

Agenda Item No. 12.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report 07-0328

TO: Mayor and City Council Members
SUBJECT: Nuisance Abatement Assessments (All Districts)
INITIATED BY: Department of Environmental Services
AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Department of Environmental Services supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up or mow private property that is in violation of environmental standards after proper notification of the responsible party. A private contractor performs the work, and Environmental Services bills the cost to the property owner.

Analysis: State law and city ordinances allow placement of the cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and Environmental Services is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement and mowing contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for reimbursement of these expenditures to the City. Nuisance abatements to be placed on special assessment total \$90,342.69, weed mowing charges total \$5,396.24.

Goal Impact: Dynamic Core Area and vibrant Neighborhoods

Legal Considerations: These assessments are in accordance with Chapter 7.40.050 and 7.40.060 of the City Code.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessment

Description of Physical Location	Amount	District #
Weed Mowing:		
V/L 2 N of 1328 N. Spruce	\$ 111.64	1
V/L SW cor 11th & Spruce	111.64	1
V/L S of 1235 N. Ash	111.64	1
V/4-Plex @ 1222 N. Piatt	111.64	1
O/H @ 1503 S. Sedgwick	111.64	4
V/H @ 3129 S. Knight	111.64	4
V/L 2 N of NE cor Angel & Edwards Cr	111.64	4
V/L N of 2810 Angel Ct	111.64	4
V/Duplex @ 1130 W 44th S	111.64	4
V/H @ 2323 S. Washington	111.64	3
O/H @ 2502 S. Lulu	111.64	3
V/L NE cor 32nd & Arkansas	111.64	6
V/H @ 6704 W. Northwind	111.64	5
V/L N of 2760 N. Tyler	111.64	5
V/H @ 4918 E. 27th N	111.64	1
V/Bldg @ 2011 E. 21st	118.00	1
V/L N of 837 N. Lorraine	111.64	1
O/H @ 202 N. Spruce	111.64	1
V/L NE cor 2nd & Piatt	111.64	1
V/L SW cor Kellogg & Erie	111.64	1
O/H @ 2225 S. Ridgewood	111.64	3
V/L S of 4848 S. Laura	148.00	3
O/H @ 10106 E. Lockmoor	111.64	2
V/L between 12127 & 12021 E. Kellogg	156.00	2
V/L between 700 Blk N. Doris & 700 Blk N. Elder	161.00	6
V/H N of 2530-2533 N. Fairview	111.64	6
V/H @ 2611 N. Park Place	111.64	6
V/L N of 1303 N. Piatt	111.64	1
V/H between 701 & 705 S. Sycamore	111.64	4
O/H @ 1855 S. Palisade	111.64	4
V/H @ 1942 S. Washington	111.64	3
V/L between 5716 & 5732 S. Jones	118.00	4
V/L W of 2819 Angel	111.64	4
V/L 2 N of 2838 Angel Ct	111.64	4
V/H @ 1723 W. 60th S	111.64	4
V/H @ 629 N. Hoover	118.00	6
V/L between 2438 & 2446 N. Minnesota	111.64	1
V/L behind 1702 E. Millair	111.64	1
O/H S of 2247 N. Wellington Place	111.64	6
V/L between 2327 & 2345 N. Jackson	111.64	6
V/H S of 2423 N. Mascot	111.64	6

O/H @ 970 N. Piatt	111.64	1
V/H @ 1132 N. Cleveland	111.64	1
V/L E of NE corner 8th & Mosley	111.64	1
V/L NE corner 8th & Mosley	111.64	1
V/L @ NW corner 8th & Washington	111.64	1
V/L between 7100 & 7150 E. Harry	111.64	2
Total	\$5,396.24	

Lot Clean-Up:

228 N. Spruce	\$385.70	1
1643 S. Lulu	2,386.27	3
Vacant Lot 2 South of 1454 N. New York	863.75	1
Vacant Lot South of 2324 N. Volutsia	1,052.80	1
1913 S. Roanoke	775.90	3
2048 N. Minneapolis	801.75	1
2127 S. Madison	798.10	3
1727 E. 1st	725.62	1
3129 S. Knight	334.00	4
Vacant Lot @ 10121 W. Harry	1,359.97	4
Vacant Lot North of 1902 N. Hydraulic	503.74	1
1037 S. Millwood	601.45	4
1828 S. Santa Fe	1,048.75	3
Vacant Lot South of 2236 N. Shelton	666.65	6
619 S. Pershing	616.41	2
1331 N. Green	792.60	1
Vacant Lot South of 1638 N. Kansas	817.00	1
1947 N. Piatt	457.38	1
2308 N. Piatt	1,026.43	1
Vacant Lot @ 2900 W. May	1,350.00	4
1923 S. Greenwood	1,705.01	1
2302 N. Piatt	698.25	1
2718 E. 10th	3,500.00	1
2709 E. 24th N	795.43	1
912 N. Cleveland	920.52	1
324 N. Pennsylvania	869.75	1
2010 S. Terrace	347.07	3
1242 N. Grove	873.45	1
514 N. Ash	1,058.38	1
1501 S. Pattie	860.27	1
2821 E. 13th	692.25	1
1621 N. Terrace	356.00	1
828-830 S. Crestway	517.50	3
1701 N. Lorraine	556.00	1
333 N. Volutsia	836.92	1
361 N. Volutsia	628.87	1

2102 E. 13th	595.94	1	
136 N. Madison	1,056.40	1	
1525 N. Vassar	627.31	1	
Vacant Lot South of 412 N. Madison	1,115.05		1
1014 N. Indiana	627.91	1	
406 N. Terrace	651.75	1	
Vacant Lot North of 535 N. Ash	855.55	1	
1615 N. Oliver	671.14	1	
1239 N. Dellrose	574.94	1	
1121 S. Pineridge	571.44	3	
2207 E. Mossman	819.72	1	
300 S. Elizabeth	638.31	4	
1933 N. Woodland	615.32	6	
502-508 N. Old Manor	686.06	1	
Vacant Lot 2 North of 1102 N. Green			666.86
1102 N. Green	644.66	1	
626 S. Millwood	657.02	4	
1222 N. Green	671.01	1	
1612 N. Kansas	640.72	1	
2717 E. 10th	806.01	1	
1040 S. Vassar	805.86	3	
4911 E. Elm	641.49	1	
424 S. Volutsia	420.97	1	
2807 E. Stadium	832.32	1	
401 N. Grove	735.02	1	
104 S Edgemoor	581.25	2	
2410 E. 20th	731.60	1	
1502 E. 16th	899.04	1	
839 N. Poplar	851.16	1	
1647 N. Lorraine	640.56	1	
352 N. Meridian	794.45	4	
218 N. Charles	400.45	4	
1214 W. 1th	508.75	4	
Vacant Lot between 1026 & 1036 S. Wichita			722.98
747 S. Oliver	596.25	3	
Vacant Lot @ Southwest corner of Zelta & Waterman			663.85
6403 E. 16th	1,155.84	1	
4170 E. Menlo	378.35	3	
1317 N. Jackson	921.78	6	
4311 E. Bayley	785.42	3	
3532 E. Roseberry	841.60	3	
1055 N. Poplar	779.82	1	
2048 N. Minnesota	630.80	1	
2219 E. Shadybrook	1,066.28	1	
2367 N. Richmond	694.47	6	

2704 N. Wellington Place	1,401.40	6	
608 N. Madison	1,119.88	1	
1511 N. Hydraulic	863.04	1	
212 N. Madison	1,212.22	1	
413 W. Harry	877.61	1	
505 W. 27th N	736.94	6	
1502 S. Parkwood	599.26	3	
1510 S. Parkwood	599.26	3	
1528 S. Parkwood	599.26	3	
1536 S. Parkwood	599.26	3	
3038 N. Park Place	1,610.23	6	
730 E. Mount Vernon	854.73	3	
410 N. Exposition	1,084.39	4	
1117 S. Main	1,130.22	1	
Vacant Lot @ Northeast Corner Ellis & Lewis			642.88 1
1401 N. Battin	1,110.56	1	
4330 E. Wilma	382.91	3	
4128/4130 E. Wilma	1,061.29	3	
900 N. Crestway	1,119.58	1	
2220 E. Douglas	871.81	1	
1054 N. Grove	708.79	1	
1524 S. Elizabeth	622.79	4	
6955 S. Rutan	1,446.83	3	
407 N. Clara	586.00	4	
4907 E. Elm	418.59	6	
816 N. Erie	575.88	1	
2227 N. Kansas	636.13	1	
1323 N. Volutsia	1,087.53	1	
207 N. Spruce	930.00	1	
Total	\$90,342.69		

S-77332 6 Affidavits

Published in The Wichita Eagle on April 20, 2007

ORDINANCE NO. .

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

S-77222

6 Affidavits

Published in The Wichita Eagle on April 20, 2007

ORDINANCE NO. .

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2007:

Agenda Item No. 13.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0329

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

Recommendation: Adopt the Resolution and approve the Special Warranty Deed, Termination and Release of Lease and Easement, Satisfaction, Discharge and Release of Indenture, and Bill of Sale.

Background: In December of 1995, the City Council approved the issuance of \$2.75 million in Industrial Revenue Bonds, Series XIII- A&B, 1995, for the purpose of financing additional land, the construction of a 27,500 s.f. production facility and the purchase of a 6-color press, for the benefit of Printing, Inc. ("Tenant"). On March 5, 1996, City Council approved the issuance of \$4.2 million in IRBs, Series IV-A&B, 1996, for the purpose of purchasing a new Full Webb press and binding equipment for the Tenant's facility. City Council also approved a 100% property tax exemption for a five-plus-five year term on the property financed by these Bond issues.

Under the provisions of Sections 17.1 and 17.2 of the Lease Agreement for the bond series, Printing, Inc. has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of \$1000. The City of Wichita on March 7, 2007, received notice of the Tenant's intention to exercise its purchase option, and all the Bonds have matured and been paid.

Analysis: Under the terms of the Lease, the City is required to convey 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.

Financial Considerations: The purchase price is \$1000 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, Termination and Release of Lease and Easement, Satisfaction, Discharge and Release of Indenture, and Bill of Sale (each in substantially the form attached to the Resolution).

Recommendations/Actions: It is recommended that City Council adopt the Resolution approving the Special Warranty Deed, Termination and Release of Lease and Easement, Satisfaction, Discharge and Release of Indenture, and Bill of Sale, and authorize necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination and Release of Lease and Easement, Satisfaction, Discharge and Release of Indenture, and Bill of Sale.

Agenda Item No. 14.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0330

TO: Mayor and City Council Members

SUBJECT: Resolution Ordering a Public Hearing: 51st St. North paving, between Meridian and Athenian (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: 51st St. North, between Meridian and Athenian, is partially unpaved and partially paved with an old asphalt mat that is of sub-standard width. The road width is narrow and the lanes are unsafe for two cars to pass. 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 May 1, 2007, has been prepared that will provide an opportunity for the project to proceed.

Analysis: The completed project will be a two-lane asphalt roadway with curb and gutter; and a storm water sewer system.

Financial Considerations: The estimated project cost is \$310,000 with \$291,298 assessed to the improvement district and \$18,702 paid by the City. The proposed method of assessment is the square foot basis. The estimated rate of assessment to individual properties is \$00.25 per square foot of ownership. The City's share is for the cost of intersection paving. The funding source for the City share is General Obligation Bonds.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing paved access in an existing residential development.

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 May 1, 2007.

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

Agenda Item No. 15.

Agenda Item No. 15.

revised

CITY OF WICHITA
City Council Meeting
April 10, 2007

Agenda Report No. 07-0331

TO: Mayor and City Council Members

SUBJECT: Dedication of Property Near 55th Street South and Clifton for Public Purposes (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the donation and approve the easement.

Background: Jay Russell has offered to donate land platted as Clifton Heights Addition, Clifton Heights Commercial Addition and Clifton Heights 2nd Commercial Addition plus some adjacent unplatted land to the City for public purposes. The parcel is located between Southeast Boulevard (K-15) and Clifton north of 55th Street South. Access is from 55th Street South or Clifton. The site encompasses approximately 106 acres. The developer has agreed to construct a lake on the site. The Park Board reviewed the donation and voted to recommend acceptance. The Park Board also voted that land be used for park purposes.

Analysis: The property, while platted, is currently undeveloped. The land is well positioned in a rapidly growing part of the City. The lake will be built in two phases, one this year and the second within five years. The construction will require an access easement to the developer. This easement will be finalized when the exact details of the lake are determined. The lake will be incorporated into a drainage program for the area being constructed by Sedgwick County.

Financial Considerations: There will be minimal maintenance costs due to the undeveloped nature of the property. There are currently no special assessments associated with the property.

Goal Impact: Acceptance of this donation will assist the City in meeting future infrastructure and quality of life needs in the area.

Legal Considerations: The Law Department has approved the deed and easement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Accept the donation; and 2) Authorize all necessary signatures.

Agenda Item No. 16.

CITY OF WICHITA
City Council Meeting
April 10, 2007

Agenda Report No.07-0332

TO: Mayor and City Council Members

SUBJECT: Sale of 1631 East 17th Street North (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The Wichita Housing Authority owns a building at 1631 East 17th Street North. The property consists of a 6,925 square foot masonry brick building on a 32,450 square foot site. The site is zoned multifamily. This zoning would allow the current use as community service facility but office or retail uses would not be allowed. The building was constructed in 1969 as the main office for the Wichita Housing Authority (WHA). WHA vacated the facility in 1981 and it was leased in 1984 to a social service provider. On May 9, 2006 the City Council in its capacity as the Wichita Housing Authority Board, approved the submission of a Disposition Application to the United States Department of Housing and Urban Development (HUD) to allow WHA to sell the property to the tenant.

Analysis: The disposition plan specified a sale price of \$50,000. HUD has approved the plan and the price. HUD has required that there be a clause in the contract requiring the property to revert to WHA if it ceases to be used for the prescribed purposes. Upon sale, the buyer will be able to borrow funds to allow them to renovate the building and increase its viability.

Financial Considerations: WHA will receive cash consideration for the sale of the property and WHA will no longer be responsible for maintenance.

Goal Impact: The sale of this parcel would assist in increasing neighborhood vibrancy.

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

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contract and authorize all necessary signatures.

Agenda Item No. 19.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0335

TO: Mayor and City Council Members

SUBJECT: DR2005-21: Zone change from “SF-5” Single Family and “LI” Limited Industrial to “AFB” Air Force Base. Generally located at the northeast corner of 31st Street South and George Washington Boulevard. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: DAB 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 change the zoning of the properties owned by McConnell Air Force Base to the “AFB” Air Force Base District.

Four parcels on McConnell Air Force Base are located within the corporate limits of Wichita. Three of the parcels are currently zoned “SF-5” Single Family. One of the parcels is currently zoned “LI” Limited Industrial. The proposed zone change being considered by the City Council is to change these four parcels to the “AFB” Air Force Base District. The remainder of the Air Force Base is unincorporated, and the rezoning of those parcels is being considered by the Sedgwick County Board of Commissioners on April 11, 2007.

Analysis: The Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) considered the proposed zone change on March 15, 2007, and unanimously recommended approval. Representatives from McConnell Air Force Base spoke at the hearing in favor of the

proposed zoned change. No surrounding property owners have expressed concerns regarding the proposed zone change.

Financial Considerations: None.

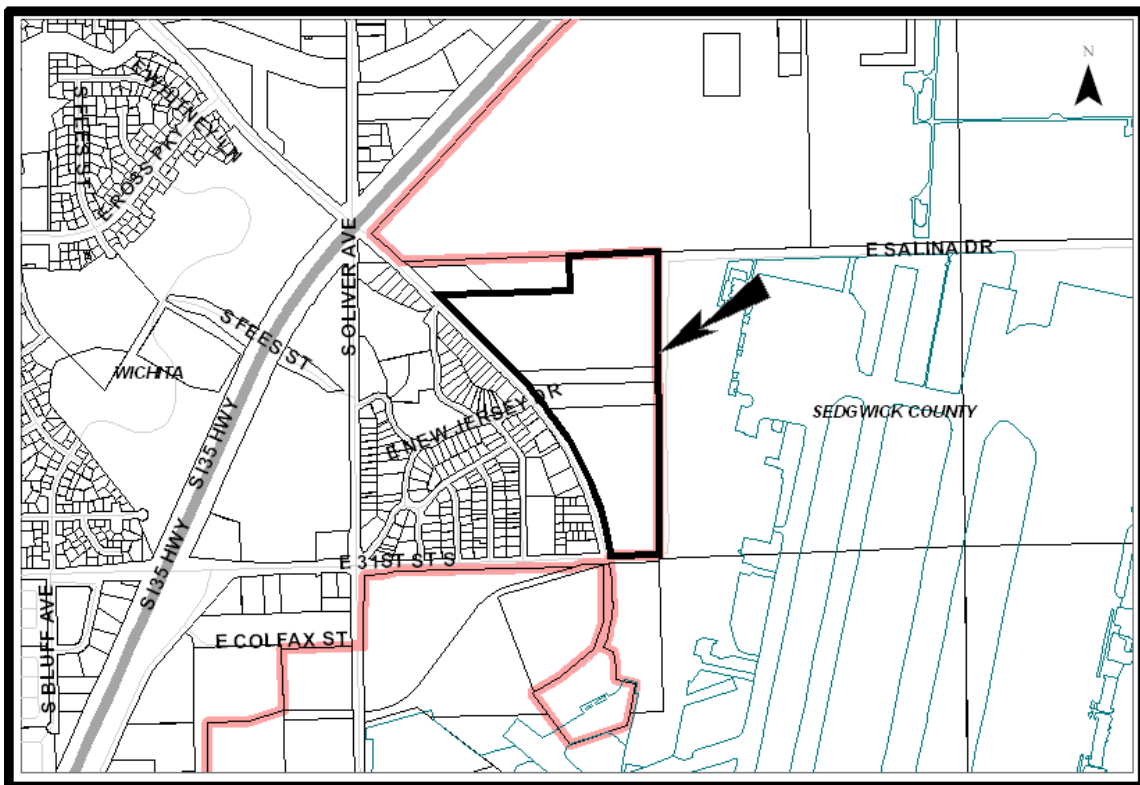
Goal Impact: The proposed rezoning addresses the Efficient Infrastructure Goal by establishing zoning for the Air Force Base that is more suitable for current and future uses and eliminates all current non-conforming uses on the Air Force Base.

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 zone change; 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. 20.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0336

TO: Mayor and City Council Members

SUBJECT: SUB 2006-108 -- Plat of South Lakes Sports Complex Addition located north of 55th Street South and on the east side of Meridian. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

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

Background: This site consists of one lot on 7.60 acres. The portion of the site located in the County has recently been annexed into Wichita's city limits. This site is zoned "SF-5" Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for drainage and paving improvements. Municipal services are available to serve the site. A Restrictive Covenant was submitted providing for the ownership and maintenance responsibilities of the reserves being platted for drainage purposes. In order to guarantee the closure of any driveway openings located in areas of complete access control or that exceed the number of allowed openings, a Drive Approach Closure Certificate has been submitted. The City of Wichita is the owner of this property.

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

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures for both approval of the plat and as to the City's ownership and adopt the Resolutions.



Agenda Item No. 21.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0337

TO: Mayor and City Council Members

SUBJECT: A07-05R Request by Justin and Carolyn Radford to annex land generally located southeast of the intersection of 21st Street North and 135th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 0.82 acres of land generally located southeast of the intersection of 21st Street North and 135th Street West. The annexation area abuts the City of Wichita to the north. The subject property is within the L.R. Jones, 2nd Addition, and the property owner does not anticipate changes to the existing development at this time.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 0.82 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 is the City of Wichita Northwest Main Pump Station and is zoned "LC" Limited Commercial and "SF-5" Single-Family Residential. Property to the east is zoned "SF-20" Single-Family Residential and "GO" General Office. The lot directly to the east is developed as a part of the L.R. Jones, 2nd Addition with Eberly Farms and Office Park just beyond. The property to the south is also a part of the L.R. Jones, 2nd Addition and is zoned "SF-20" Single-Family Residential. Property to the west is zoned "SF-20" Single-Family Residential and is primarily agricultural land with a few scattered single-family residences.

Public Services: There is a 12" water line under construction across the front of the subject property, along the east side of 135th Street West. There are 8" public laterals on the lots to the north of the subject property, as well as, a large diameter, extremely deep sewer main in the 135th Street right-of-way north of the subject property. There are no lines that the property could directly connect to, but there are many options for extending a public lateral for that purpose.

Street System: The subject property borders 135th Street to the west, which is a paved, two-lane road. The 2006 Transportation Improvement Program and the City of Wichita Capital Improvement Program (CIP) 2005-2014 have scheduled the majority of 135th Street West to be reconstructed and widened, between 21st Street North and Kellogg, which is west of the subject property. In addition, the City of Wichita recently rebuilt the bridge over the Cowskin Creek, which requires 13th Street North, west of the bridge, to be elevated and repaved. As a result, the Sedgwick County Capital Improvement Program 2006-2010 calls for improvements to 13th Street North, between 135th Street and 119th Street, which is south of the subject property.

Public Safety: Fire service to this site can be provided by the City of Wichita within nine (9) to ten (10) minute approximate response time from City Station No. 16, located at 1632 North Tyler Street. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 North Elder.

Parks: The West Meadows Park, a 1.5-acre park, is located approximately 1 1/2 miles to the southeast of the subject property and contains tennis courts, a basketball court and a children's play area. The Swanson Park, a 93-acre park, is located approximately 2 1/2 miles to the southeast of the subject property and contains a nature trail and a parking area. In addition, Dugan Park, although located within the City of Maize, is about 1 1/2 miles to the northeast of the subject property. According to the 1996 Parks and Open Space Master Plan, a potential future pathway has been identified that would run along the western edge of the subject property, along 135th Street West. In addition, an existing pathway runs along 21st Street North to the north of the 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 \$124,900 with a total assessed value of \$14,363. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$451 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 development on the proposed annexation property and the current mill levy. Since the subject property is within the L.R. Jones, 2nd Addition, the property owner does not anticipate changes to the existing development at this time.

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. (A07-05)

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 V respectively:

Lot 1, Block 1, L.R. Jones, 2nd Addition

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

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

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

ADOPTED at Wichita, Kansas, this _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 22.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0338

TO: Mayor and City Council Members

SUBJECT: A07-06R Request by Steve Miller, of JBC Investment Inc., to annex land generally located northeast of the intersection of Harry Street and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 73.34 acres of land generally located northeast of the intersection of Harry Street and 127th Street East. The annexation area abuts the City of Wichita to the north and west. The property owner anticipates that the proposed property will be developed with 186 single-family units in the next five years.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 73.34 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 and west is currently being developed and is zoned "SF-5" Single-Family Residential. Property to the east is primarily undeveloped, with a few scattered homes and zoned "SF-20" Single-Family Residential. Property to the south is zoned both "SF-20" Single-Family Residential and "PUD" Planned Unit Development. The PUD directly south of the subject property is developed and known as the Equestrian Estates Addition.

Public Services: There is an existing 16" water main along Harry Street. In addition, 8" lines are being constructed in the new subdivisions to the north and west from the 12" water line in 127th Street East. There are 8" sewer lines on and/or adjacent to the entire boundary of the subject property that were constructed to drain the new subdivisions to the north and east, down to the 30" main just north of Harry Street.

Street System: The subject property is northeast of the intersection at 127th Street East and Harry Street. So, 127th Street East, a paved two-lane road, is west of the subject property, and Harry Street, also a paved two-lane road, is south of the subject property. 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 and 143rd Street East, which is south of the subject property. 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 nine (9) to ten (10) minute approximate response time from City Station No. 15, located at 7923 E. Lincoln. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The WB Harrison Park, a 40.15-acre park, is located approximately 2 miles to the west of the proposed annexation site and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area, a restroom, a paved jogging trail, a fishing pond, 2 benches and 12 picnic tables. According to the 1996 Parks and Open Space Master Plan, a potential future park site has been proposed at the site of the subject property. In addition, a pathway has been proposed that would run along the southern edge of the subject property, as well as, west of the subject property along 127th Street East.

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 \$4,360 with a total assessed value of \$1,308. Using the current City levy ($\$31.828/\$1000 \times$ assessed valuation), this roughly yields \$41 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 186 single-family units will be developed in the next five years. The total appraised value of this development after completion is estimated at \$33,480,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$120,919 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. (A07-06)

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

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

That part of the N1/2 of the SW1/4, Sec. 26, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as beginning at the NW corner of said N1/2; thence N88°45'24"E along the north line of said N1/2, 1766.84 feet; thence S01°14'36"E, 50.00 feet; thence N88°45'24"E, parallel with said north line, 134.79 feet; thence S28°20'44"E, 109.83 feet; thence S60°42'49"E, 632.00 feet; thence S32°21'18"E, 270.00 feet to the east line of said N1/2; thence S00°50'19"E along said east line, 627.26 feet to the S.E. corner of said N1/2; thence S88°42'16"W along said south line, 2635.83 feet to the S.W. corner of said N1/2; thence N01°02'26"W along the west line of said N1/2, 1329.64 feet to the place of beginning; EXCEPT that part platted as Bellechase, an Addition to Wichita, Sedgwick County, Kansas AND EXCEPT for that part designated as 127th Street East.

TOGETHER WITH that part of the S1/2 of the SW1/4 of Sec. 26, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, except the west 1540.5 feet and the east 343.18 thereof, lying north of the centerline of the creek;

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

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

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

ADOPTED at Wichita, Kansas, this _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 1.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0333

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Districts I and III

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On February 27, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted resolutions providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on April 10, 2007.

Analysis: On February 5, 2007 the Board of Code Standards and Appeals (BCSA) held a hearing on eleven (11) properties. The eleven (11) properties are listed below:

	Property Address	Council District
a.	814 West Clark	III
b.	1021 North Spruce	I
c.	1602 North Kansas (Garage)	I
d.	1612 North Kansas	I
e.	1547 North Estelle	I
f.	1502 East 16th	I
g.	2502-04 East 20th	I
h.	2508 East 20th	I
i.	2635 East Stadium	I
j.	1401 North Battin	I
k.	2137 South Emporia	III

Detailed information/analysis concerning these properties are included in the attachments.

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: Pursuant to State Statute, the Resolutions were duly published twice on March 1, 2007, and March 8, 2007. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings dangerous and unsafe structures, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structures would be contingent on the following: (1) All taxes have been paid to date, as of April 10, 2007; (2) the structures have been secured as of April 10, 2007 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of April 10, 2007 and will be so maintained during renovation.

Attachments: Case Summary, Summary, and Follow-Up History.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Agenda Item No. 3.

City of Wichita
City Council Meeting
April 10, 2007

Agenda Report No. 07-0334

TO: Mayor and City Council

SUBJECT: Renaming of Harvest Park (District V)

INITIATED BY: Park and Recreation Department

AGENDA: New Business

Recommendation: Rename the park.

Background: City Council Policy 13 delineates the requirements for naming public facilities "... in accordance with their intended use ..." The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to formulate the recommendation prior to City Council consideration. On March 4, 2003, the City Council approved the official naming committee to be the Board of Park Commissioners.

Mr. Bob Martz served the Wichita City Council for District V from April 13, 1999 until he passed away on January 17, 2007. Mr. Martz also served as a member of the Wichita Board of Park Commissioners for a number of years prior to being elected to the City Council. He contributed greatly to the parks, open space and golf system that the community has the pleasure of enjoying today.

Analysis: Mr. Martz's friends and neighbors would like to pay a special tribute to him for the many years of dedicated public service and commitment that he made to improve and touch the lives of our citizens and visitors. Mr. Martz will always be remembered for his community contributions, his devotion to parks and open space and his passion for golf. Through his perseverance, we will all miss him and therefore recommend that the City Council rename Harvest Park to the "Bob Martz Park." Mr. Martz enjoyed spending time at Harvest Park and considered it to be one of his favorite City Parks.

Financial Considerations: The costs to the Park and Recreation department will be limited to labor for installation of a new sign and can be absorbed in the current annual operating budget.

Goal Impact: Renaming the park will continue to give our citizens a better sense of place and provides a

vibrant neighborhood.

Legal Considerations: The Board of Park Commissioners action as naming authority for park and recreation areas is consistent with the provisions of City Council Policy 13.

Recommendations/Actions: It is recommended that the City Council rename Harvest Park to the “Bob Martz Park.”