REVISIONS:
Items 14a and 23 pulled.

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 5, 2008

City Council Chambers
455 North Main

ORDER OF BUSINESS

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the January 15, 2008 regular meeting

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AWARDS AND PROCLAMATIONS

-- Proclamation:

- Girl Scout Cookies Month

-- Distinguished Service Awards:

- Dean J. Albert
- Robert M. Barrett

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Sgt. Brenda Dietzman-Racial Diversity.

2. Eugene Anderson-Construction Training for Disadvantaged Youth and Young Adults on Tax-Supported Projects.

3. Perry L. Schuckman-Presentation of survey non-profit executives, Clean Indoor Air Ordinance.

4. Charlie Claycomb-Clean Indoor Air Ordinance.

5. Carolyn Gaughan-Clean Indoor Air Ordinance.

6. Janet L. Miller-Clean Indoor Air Ordinance.

CONSENT AGENDA

7. Report of the Board of Bids and Contracts Dated February 4, 2008

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

8. Applications for Licenses:

Renewals

Saundra Jean Lacy	Jessie's Primetime Entertainment	304 South Laura

RECOMMENDED ACTION: Approve the licenses.

9. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2008	(Consumption off Premises)
Wilmark Stasberry	Omkar LLC dba Valero	1826 West 13th Street North
Kenny Nguyen	PP-Station	2601 North Broadway
Dwayne Kahns	Sunrise Car Care	6327 East 13th Street

Renewal	2008	(Consumption on Premises)
Paul Oropesa	Tex Consolver Golf Course*	1931 South Tyler Road

New Operator	2008	(Consumption off Premises)
Naghma Shahzada	Heartland Business Group, dba Easy Trip #2	1203 East Pawnee
Rick Brazile	Wal-Mart Supercenter #4321	5475 North Meridian

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

10. Preliminary Estimates:
    a. Waterwalk Phase 2 Package 3 Public Improvements (east of Arkansas River, north of Kellogg) (472-84554/792424/635674/435352/765747) Traffic to be maintained during construction using flagpersons and barricades. (District I) - $600,200.00
    b. Lateral 1 Main 24 Southwest Interceptor Sewer to serve Edge Water Addition (north of K-96, west of Hoover) (468-84365/744260/480949) Does not affect existing traffic. (District VI) - $1,145,000.00
    c. Water Distribution System to serve Edge Water Addition (north of K-96, west of Hoover) (448-90313/735391/470064) Does not affect existing traffic. (District VI) - $258,000.00
    d. The cost of the Intersection of Broadway and 55th Street South. (472-84581/706967/207-433) (District III). – Total Estimated Cost $1,175,000.00
    e. Lateral 4, Main 11, Sanitary Sewer #23 to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road) (468-84456/744264/480953) Does not affect existing traffic. (District II) - $84,000.00
    f. Water Distribution System to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road) (448-90347/735396/470069) Does not affect existing traffic. (District II) - $40,000.00
    g. Crossmark from 21st Street North to and including the cul-de-sac to serve Cross Pointe 2nd Addition (south of 21st Street North, east of Greenwich) (472-84640/766184/490202) Does not affect existing traffic. (District II) - $355,000.00
    h. Decel Lane on the south side of 21st Street North to serve the entrance between Lot 1, Block 2 Cross Pointe 2nd Addition and Lot 10, Block 1, Cross Pointe Addition Cross Pointe 2nd Addition (south of 21st Street North, east of Greenwich) (472-84231/766185/490203) Traffic to be maintained using flagpersons & barricades. (District II) - $61,000.00
    i. Left Turn Lane on 21st Street North to serve the eastern most entrance, between Lot 10, Block 1, Cross Pointe Addition and Lot 1, Block 2, Cross Pointe 2nd Addition, approximately 430 feet west of K-96 Cross Pointe 2nd Addition (south of 21st Street North, east of Greenwich) (472-84234/766186/490204) Traffic to be maintained using flagpersons & barricades. (District II) - $32,000.00
    j. 2006-2007 Traffic Signalization, Phase II: Signal Installation at I-235 & Meridian (472-84424a/706956/206422) Traffic to be maintained using flagpersons & barricades. (District VI) - $375,000.00
    k. Lateral 387 Four Mile Creek Sewer to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (468-84103/744267/480956) Does not affect existing traffic. (District II) - $222,000.00
    l. Water Distribution System to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (448-90157/735399/470072) Does not affect existing traffic. (District II) - $134,000.00
    m. Lateral 43, Main 21, Sanitary Sewer #22 to serve Mesa Verde Addition (south of 37th Street North, east of Meridian) (468-84284/744259/480948) Does not affect existing traffic. (District VI) - $154,000.00
    n. Water Distribution System to serve Mesa Verde Addition (south of 37th Street North, east of Meridian) (448-90260/735390/470063) Does not affect existing traffic. (District VI) - $56,000.00
    o. Stormwater Sewer Improvements and Repairs (various locations north of 71st Street South, east of 167th Street West) (468-84478/660513/855103) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI) - $150,000.00
    p. Water Distribution System to serve Loveall Addition (along West Street from 47th Street South) (448-90309/735377/470050) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $64,960.00

RECOMMENDED ACTION: Receive and file.

11. Petitions for Public Improvements:
    a. Sanitary Sewer and Water Distribution System to serve part of Wheatridge Addition, north of Kellogg, west of 119th Street West. (District V)
    b. Paving and Water Improvements in Oak Creek Addition, south of 21st Street, west of Greenwich. (District II)
    c. Storm Water Sewer for Waterfront Residential Addition, north of 13th Street, west of Greenwich. (District II)
    d. Paving in Monarch Landing Addition, south of 21st Street, west of 159th Street East. (District II)

    RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

12. Deeds and Easements:
    a. Utility Easement dated September 27, 2007 from Wichita Country Club Association for tracts of land lying in Lot 1, Block 1, Wichita Country Club Second Addition, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
    b. Sanitary Sewer Easement dated September 28, 2006 from Dennis and Carrol Hancock for a tract of land lying in Lot 2, J.B. Muller Addition, Sedgwick County, Kansas, and (OCA # 607861). No Cost to City
    c. Sanitary Sewer Easement dated December 7, 2006 from Pat Price for a tract of land lying in Lot 1, J.B. Muller Addition, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
    d. Sanitary Sewer Easement dated July 17, 2006 from Betty Belshe for a tract of land lying in Lot 3, Riverside Acres Addition, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
    e. Sanitary Sewer Easement dated July 26, 2006 from David Schmidt for a tract of land lying in Lot 2, Riverside Acres Addition, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
    f. Utility Easement dated January 8, 2008 from Edward L. and Dana D. Gillespie, for a tract of lying in Section 23, Township 28 south, Range 1 West of the 6th P.M., Sedgwick County, Kansas (OCA # 735377). No Cost to City

    RECOMMENDED ACTION: Accept documents.

13. Consideration of Street Closures/Uses.

    RECOMMENDED ACTION: Approve street closure.

14. Agreements/Contracts:
    a. Playground Rehabilitation and Development. (District V) (PULLED)
    b. Construction Engineering for Gypsum Creek Channel Improvements from Wichita Drainage Canal to Hillside. (District III)-supplemental.

    RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

15. Design Services Agreements:
    a. Country Hollow Addition, south of Kellogg, east of 127th Street East. (District II)
    b. Cross Pointe and Cross Pointe Second Additions, south of 21st Street, east of Greenwich. (District II)
    c. 13th Street North from I-135 to Oliver. (District I)-supplemental.

    RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

16. Change Orders:
    a. Pawnee Improvement, between Washington and Hydraulic. (District III)
    b. 37th Street North Improvement, between Tyler and Ridge. (District V)

    RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

17. Property Acquisitions:
    a. Partial Acquisition of Vacant Land at Northeast Corner of North 37th Street West and Hoover for the Edgewater Water Project. (County)
    b. Partial Acquisition of 5920 East Mt. Vernon for the Gypsum Creek - Pawnee to Woodlawn Flood Control and Stream Restoration Project. (District III)
    c. Partial Acquisition of 15800 East Harry for the Crestview Country Club Interceptor, Phase II. (County)

    RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

18. Senior Management Expenses for December 2007.

    RECOMMENDED ACTION: Receive and file.

19. Proposed Assessment Rolls.

    Proposed Assessment Rolls have been prepared for Twenty (20) paving projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 25, 2008 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 8, 2008.

    RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 4, 2008 and direct the City Clerk to publish the notices of hearing at least once not less than 10 day prior to the date of the hearing.

20. Minutes of Advisory Boards/Commissions, February 5, 2008.

Wichita Employees' Retirement System, October 17, 2007
District II Advisory Board, November 5, 2007
Board of Electrical Appeals, November 13, 2007
Board of Code Standards and Appeals, December 3, 2007
District I Advisory Board, December 3, 2007
District II Advisory Board, December 3, 2007
District VI Advisory Board, December 3, 2007
Wichita Airport Advisory Board, December 3, 2007
Board of Appeals of Plumbers and Gas Fitters, December 5, 2007
Board of Park Commissioners, December 10, 2007
Wichita Historic Preservation Board, December 10, 2007
Wichita Public Library, December 18, 2007
Wichita Employees' Retirement System, December 19, 2007

RECOMMENDED ACTION: Receive and file.

21. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address	Council District
a. 608 North Madison	I
b. 2308 East Random	I

RECOMMENDED ACTION: Adopt the resolutions to schedule a hearing and place this matter on the agenda for a Hearing before the Governing Body on March 18, 2008 at 9:30 a.m. or as soon thereafter.

22. Chisholm Creek Park Shelter Replacement. (District I)

RECOMMENDED ACTION: Adopt the bonding resolution; authorize initiation of the project; and authorize all necessary signatures.

(Item 23)

23. Amend Local 190 of the International Alliance of Theatrical Stage Employees (IATSE) Agreement.

(Pulled per Council)

24. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of $170,000 as full settlement of all possible claims from the vehicle passenger arising out of the transactions which are the subject of this claim.

25. Purchase of X-Ray Equipment for Explosive Ordinance Disposal (EOD) Team.

RECOMMENDED ACTION: Authorize the purchase of the LOGOS system as a sole source vendor.

26. Insurance Placement Services.

RECOMMENDED ACTION: Approve the contract amendment and authorize the Mayor to sign.

27. Second Reading Ordinances: (First Read January 15, 2008).

a. Revision of Section 11.52.020 (25) Relating to ADA Accessible Parking.

An ordinance amending section 11.52.020 (25) (a) (i) and (d) and creating section 11.52.020 (25) (k) of the code of the City of Wichita, Kansas pertaining to parking.

b. A07-19R-Request by Cory Shackelford of LCS Enterprises, Inc. to annex land generally located east of 143rd Street East, between Pawnee Road and Harry Street, Island Annexation. (District II)

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the City of Wichita, Kansas. (Island Annexation - A07-19)

RECOMMENDED ACTION: Adopt the Ordinances.

UNFINISHED BUSINESS

28. Repair or Removal of Dangerous & Unsafe Structures, 1641 North Pennsylvania. (District I) (Continued January 7, 2008)

    RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes are paid within ten days of the hearing, (2) the structure is maintained secure as of February 5, 2008 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of February 5, 2008, and will be so maintained during renovation.

NEW BUSINESS

29. Recruitment Profile for City Manager

    The Wichita City Council is in the process of recruiting a City Manager and a recruitment profile has been prepared for potential candidates.

    RECOMMENDED ACTION: Approve the recruitment profile.

30. Arkansas River Corridor Access Plan. (Districts I, III, IV, V, & VI)

    On November 7, 2006, City Council approved the selection of Applied Ecological Services and Patti Banks Associates to provide design and planning services for the development of the Arkansas River Corridor Access Plan (ARCAP).

    RECOMMENDED ACTION: Approve the Arkansas River Corridor Access Plan (ARCAP) as a guideline for future access point development within the City of Wichita.

31. National Night Out Presentation.

The goal of National Night Out is to heighten crime and drug prevention awareness, generate local participation in anti-crime programs like Neighborhood Watch and to strengthen police-community partnerships.

RECOMMENDED ACTION: Receive and file the presentation on National Night Out.

(9:30 a.m or soon thereafter)

32. Repair or Removal of Dangerous & Unsafe Structure. (District I)

On December 18, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on February 5, 2008.

Property Address	Council District
a. 331 North Ash	I
b. 1309 North Indiana	I
c. 1116 North Mathewson	I
d. 1121 North Green	I
e. 1421 North Grove	I
f. 1735 North Green	I
g. 2911 East 24th North	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, 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 structure would be contingent on the following: (1) All taxes have been paid to date, as of February 5, 2008; (2) the structure has been secured as of February 5, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of February 5, 2008, and will be so maintained during renovation.

33. Public Hearing and Tax Exemption Request, Custom Cupboards, Inc. (District IV)

Custom Cupboards is requesting approval of an Economic Development Tax Exemption on the building addition and new machinery and equipment in conjunction with their expansion project.

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting an 80% tax exemption on the identified real and personal property improvements for a five year term, plus an 80% tax exemption for a second five-year term on real property only, subject to City Council review.

34. Public Hearing and Tax Exemption Request, ZTM Inc. (District III)

ZTM is now requesting approval of an Economic Development Tax Exemption on the construction of a building addition and acquisition of new manufacturing equipment in conjunction with the expansion project.

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance, granting a 100% tax exemption on the identified real and personal property improvements for a five-year term, plus a 100% tax exemption for a second five-year term on real property only, subject to City Council approval.

35. Public Hearing and Tax Exemption Request, Cox Machine, Inc. (District V)

Cox Machine is now requesting approval of an Economic Development Tax Exemption on the construction of a building addition and newly acquired manufacturing equipment in conjunction with the expansion project.

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting a 70% tax exemption on the identified real and personal property improvements for a five-year term and a 70% exemption on real property only, for a further five-year period, subject to City Council review.

36. Public Hearing and Tax Exemption Request Diversified Services, Inc. (District VI)

Based on a letter of intent, DSI is now requesting approval of an Economic Development Tax Exemption on the acquisition of the manufacturing facility in conjunction with the expansion.

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting a 100% tax exemption on the identified real property improvements for a five-year term, with 100% tax exemption for a second five-year term on real property, subject to City Council review.

37. 2008-2009 Airport Teamsters Local 795 Memorandum of Agreement.

The City Negotiating Team and Airport Teamsters Local 795 have reached an agreement on a Memorandum of Agreement for 2008-2009. The union membership ratified the agreement on January 18, 2008.

RECOMMENDED ACTION: Approve the proposed 2008-2009 Memorandum of Agreement between the City and Airport Teamsters Local 795.

38. Non-Exempt Employee Salary and Classification Ordinances for Airport Teamsters Agreement.

Amendments to the Non-exempt Employee Salary Ordinance are needed to reflect the new agreement with the Teamsters Union Local #795 (Airport Safety). Amendments to the Non-exempt Employee Classification Ordinance are needed to change the job titles of the airport officers as agreed in the negotiations.

RECOMMENDED ACTION: Adopt the ordinance amendments and place them on first reading.

39. Wichita Valley Center Flood Control Levee Certification.

This is a new FEMA program and Sedgwick County is one of the first communities in Region VII that is required to complete this type of study.

RECOMMENDED ACTION: Approve the Joint Funding Agreements, Design Agreement; adopt the Resolution; and authorize the necessary signatures.

40. Countywide Digital Imagery and Elevation Survey Agreement.

The agreement requires the City to provide certification that the approximately 100 miles of levee surrounding the City meets FEMA levee standards.

RECOMMENDED ACTION: Approve the Joint Funding Agreements; adopt the resolution; and authorize the necessary signatures.

41. Improvement to the Intersection of Central and Tyler. (District V)

The proposed 2007-2016 Capital Improvement Program (CIP) includes a project to improve the intersection of Central and Tyler. District V Advisory Board sponsored a January 10, 2006, neighborhood hearing on the project. The Board voted 5-0 to recommend approval of the project.

RECOMMENDED ACTION: Approve the project, place the Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

42. Pump Station Number 11 Design Service Agreement. (District VI)

This project is included in the 2007 to 2016 CIP with $250,000 for design in 2008, and $5,000,000 for construction in 2009-2010.

RECOMMENDED ACTION: Approve the agreement, adopt the Resolution, and authorize the necessary signatures.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

43. ZON2007-00043 – Zone change from "B" Multi-Family Residential to "GO" General Office. Generally located east of Woodlawn Avenue, west of Armour Avenue, on the south side of Central Avenue. (District II.)

RECOMMENDED ACTION: 1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 199; and place the ordinance establishing the zoning on first reading; OR 2. Return the application to the MAPC for reconsideration.

44. *Z-3341 and DP249 – Extension of time to complete the platting requirement for a zone change from "SF-5" Single-Family Residential to "GC" General Commercial and for the Ewald's South Town Center Commercial Community Unit Plan. Generally located south of 47th Street South and east of Broadway. (District III)

RECOMMENDED ACTION: Approve extended platting deadline of November 23, 2009.

45. *ZON2004-00024 – Extension of time to complete the platting requirement for a zone change from "SF-5" Single-Family Residential and "LC" Limited Commercial to "LI" Limited Industrial. Generally located northeast of the 47th Street South and Broadway intersection. (District III)

RECOMMENDED ACTION: Approve a two-year platting extension to January 20, 2009.

46. *ZON2005-00025 – Zone change from "SF-5" Single-family Residential to "LI" Limited Industrial. Generally located north of Merton Circle and west of Baehr Street. (District IV)

RECOMMENDED ACTION: Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change.

47. *ZON2007-58 – Zone change from "B" Multi-family Residential to "LC" Limited Commercial with a Protective Overlay. Generally located northeast of the Central and Oliver intersection. (District I)

RECOMMENDED ACTION: 1. Concur with the findings of the MAPC and approve the zone change, subject to the additional recommended provisions of the Protective Overlay; and place the ordinance establishing the zone change on first reading; instruct the Clerk to withhold publication until the provisions of the Protective Overlay are completed; OR 2. Return the application to the MAPC for reconsideration.

48. *ZON2007-00059 – Amendment to Protective Overlay #4 (SCZ-0721) to allow placement of one (1) off-site sign. Generally located northeast of the intersection of Zoo Blvd. and North Lakeway Cir., 5936 West 21st Street North. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the Amendment to Protective Overlay No. 4 as requested by the applicant, allowing one (1) off-site sign; approve the first reading of the ordinance; OR 2) Return the application to the MAPC for reconsideration.

49. *ZON2007-60 - City Zone Change from "SF-5" Single-family Residential to "NR" Neighborhood Retail. Generally located at the northwest corner of 21st Street North and Belmont Avenue, 2201 North Belmont. (District I)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and deny the zone change; OR 2) Return the application to the MAPC for reconsideration

50. *ZON2007-62 - City zone change from "GC" General Commercial and “SF-5” Single-Family Residential to "LI" Limited Industrial. Generally located on the northwest corner of 13th Street North & Wabash Avenue. (District I)

RECOMMENDED ACTION: 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

51. *SUB 2007-73-Plat of Krug South Second Addition located west of 143rd Street east and on the south side of 21st Street North. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

52. *SUB 2007-74-Plat of Woodland North Addition located east of Hood and on the south side of 29th Street North. (District VI)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures, and adopt the Resolutions.

53. *SUB 2007-85-Plat of Linwood Acres Second Addition located east of Greenwich Road and north of Kellogg. (District II)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

54. *SUB 2007-90-Plat of Cambria Addition located on the east side of 143rd Street East and north of Pawnee. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

55. *SUB 2007-99-Plat of Woods North Addition located on the southwest corner of 127th Street East and 29th Street North. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

56. *SUB 2007-103-Plat of Brentwood South Third Addition located east of Webb Road and on the north side of Pawnee. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

57. *VAC2007-00033-Request to vacate a portion of platted street right-of-way. Generally located southwest of the Lincoln Street and Bluff Avenue intersection. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

58. *VAC2007-00039 Request to vacate a portion of a platted front setback. Generally located on the northwest corner of Maple Street and Doris Street. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

59. *VAC2007-00041-Request to vacate the restriction of uses in the plattor's text to allow signs in approved portions of the platted reserve. Generally located on the north side of Kellogg Street and west of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.
*Consent items

60. *Avis Rent a Car System - Supplemental Agreement No. 4.

    RECOMMENDED ACTION: Approve Supplemental Agreement No. 4 and authorize the necessary signatures.

61. *Airfield Grounds Maintenance Services, Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

62. *Wichita Mid-Continent Airport, Roof Rehabilitation, Change Order No. 1.

    RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

CITY COUNCIL

63. Board Appointments.

    RECOMMENDED ACTION: Approve the Appointments.

64. Approval of Travel for Mayor and Council for 2008 Legislative Meetings.

    RECOMMENDED ACTION: Approve the travel expenditures.

Adjournment

Workshop to follow

Agenda Item No. 11a.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer and Water Distribution Systems to serve part of Wheatridge Addition (north of Kellogg, west of 119th St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

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

Analysis: The projects will provide sanitary sewer and water service for undeveloped property located north of Kellogg, west of 119th St. West.

Financial Considerations: The Petitions total $222,000. The funding source is special assessments except for the water distribution system, which includes $28,800 paid by the Water Utility for oversizing the pipe to serve future development outside the improvement district.

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

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

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

Attachments: Map, CIP Sheets, Petitions and Resolutions.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 43, MAIN 1, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 119TH ST. WEST) 468-84491** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 43, MAIN 1, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 119TH ST. WEST) 468-84491** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 43, Main 1, Cowskin Interceptor Sewer, (north of Kellogg, west of 119th St. West) 468-84491.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Nine Thousand Dollars ($109,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008** exclusive of the costs of temporary financing.

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

WEHATRIDGE ADDITION
Lots 5, 6 and 7, Block 2

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

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90367 (NORTH OF KELLOGG, WEST OF 119TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90367 (NORTH OF KELLOGG, WEST OF 119TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90367 (north of Kellogg, west of 119th St. West).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thirteen Thousand Dollars ($113,000)** exclusive of the cost of interest on borrowed money, with **74.51** percent of the total cost payable by the improvement district and **25.49** percent payable of the total cost payable by the City of Wichita from Water Department Water Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WHEATRIDGE ADDITION

Lots 5, 6 and 7, Block 2

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

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

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

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

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

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

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

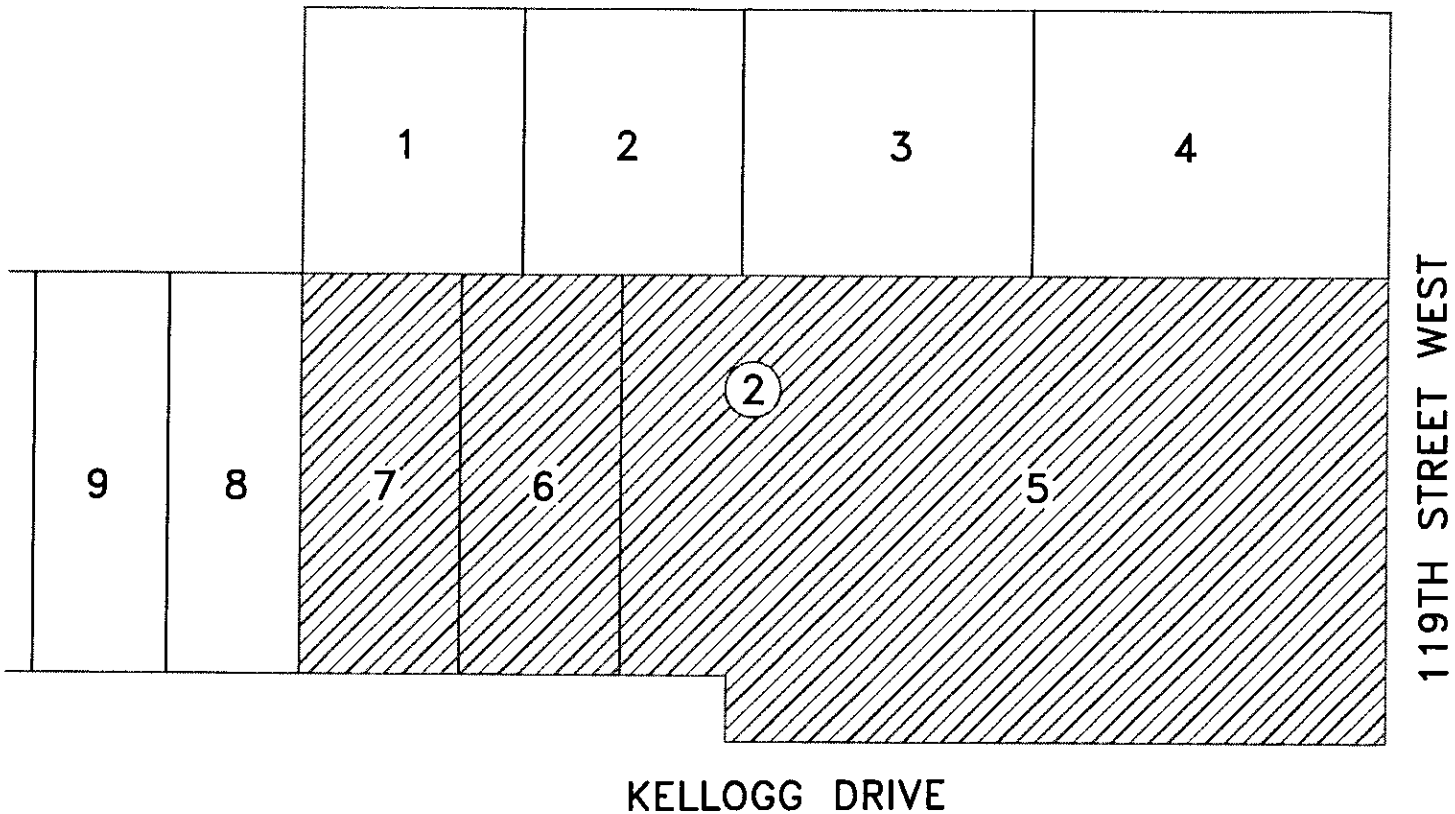
PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

WHEATRIDGE ADDITION



PROPOSED IMPROVEMENT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	1/16/2008	Sanitary Sewer for Wheatridge Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$109,000		$109,000
Sidewalk				
Water				
Other				
Totals		$109,000		$109,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 43, Main 1, CIS

468-84491

13. Recommendation: Approve the petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 1/23/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	1/16/2008	Water Distribution System for Wheatridge Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$84,200	$28,800	$113,000
Other				
Totals		$84,200	$28,800	$113,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility

448-90367

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 1/23/08	Date

RECEIVED

JAN 10 '08

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WHEATRIDGE ADDITION
Lots 5, 6 and 7, Block 2

468-84491

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Nine Thousand Dollars ($109,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after February 1, 2008.

Lateral 43, Main 1, CIS

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WHEATRIDGE ADDITION Lots 5, 6, and 7, Block 2	Webb Road Partners, LLC By: _____ 1/9/08 Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 10 day of January 2008.

Deputy City Clerk

RECEIVED

JAN 10 '08

CITY CLERK OFFICE

WATER MAIN PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90367

WHEATRIDGE ADDITION
Lots 5, 6 and 7, Block 2

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Thirteen Thousand Dollars ($113,000), with 74.51 percent payable by the improvement district and 25.49 percent payable of the total cost payable by the City of Wichita from Water Department Water Utility Improvement Funds. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2008.

(North of Kellogg, West of 119th St West)

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said

improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a square foot basis.

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WHEATRIDGE ADDITION Lots 5, 6, and 7, Block 2	Webb Road Partners, LLC By: _____ 1/9/08 Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 10 day of January 2008.

Deputy City Clerk

Agenda Item No. 11b.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Paving and Water Improvements in Oak Creek Addition, south of 21st, west of Greenwich. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

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

Analysis: The projects will provide paving and water improvements for a commercial and residential development located south of 21st, west of Greenwich.

Financial Considerations: The Petitions total $353,000. The funding source is special assessments.

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

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

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

Attachments: Map, CIP Sheets, Petitions, and Resolutions.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90358 (SOUTH OF 21ST, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90358 (SOUTH OF 21ST, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90358 (south of 21st, west of Greenwich).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred One Thousand Dollars ($101,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2006**, exclusive of the costs of temporary financing.

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

OAK CREEK ADDITION

Lot 1, Block 1

Lots 1, 2 and 4, Block 2

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, OAK CREEK ADDITION shall pay 24,797/101,000 of the total cost of the improvement; Lot 1, Block 2, OAK CREEK ADDITION shall pay 4,163/101,000 of the total cost of the improvement; Lot 2, Block 2, OAK CREEK ADDITION shall pay 6,030/101,000 of the total cost of the improvement; Lot 4, Block 2, OAK CREEK ADDITION shall pay 66,010/101,000 of the total cost of the improvement.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

32019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING AN **ACCEL/DECEL LANE ON THE SOUTH SIDE OF <u>21ST ST. NORTH</u> FROM THE WEST PROPERTY LINE OF OAK CREEK ADDITION TO GREENWICH ROAD (SOUTH OF 21ST, WEST OF GREENWICH) 472-84206** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AN **ACCEL/DECEL LANE ON THE SOUTH SIDE OF <u>21ST ST. NORTH</u> FROM THE WEST PROPERTY LINE OF OAK CREEK ADDITION TO GREENWICH ROAD (SOUTH OF 21ST, WEST OF GREENWICH) 472-84206** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 05-248** adopted on **May 3, 2005**, Resolution **No. 06-194** adopted on **April 25, 2006** and Resolution **No. 06-426** adopted on **August 15, 2006** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct an a**ccel/decel Lane on the south side of <u>21st Street North</u> from the west property line of Oak Creek Addition to Greenwich Road (south of 21st, west of Greenwich) 472-84206.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Fifty-Two Thousand Dollars ($252,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2006**, exclusive of the costs of temporary financing.

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

OAK CREEK ADDITION
Lot 1, Block 1
Lots 1 through 4, Block 2
Lots 1, 2, 8 and 9, Block 3

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That Lot 1, Block 1, OAK CREEK ADDITION shall pay 3,500/252,000 of the total cost of the improvement; Lot 1, Block 2, OAK CREEK ADDITION shall pay 3,000/252,000 of the total cost of the improvement; Lot 2, Block 2, OAK CREEK ADDITION shall pay 4,000/252,000 of the total cost of the improvement; Lot 3, Block 2, OAK CREEK ADDITION shall pay 6,236/252,000 of the total cost of the improvement; Lot 4, Block 2, OAK CREEK ADDITION shall pay 38,564/252,000 of the total cost of the improvement; Lot 1, Block 3, OAK CREEK ADDITION shall pay 9,600/252,000 of the total cost of the improvement; Lot 2, Block 3, OAK CREEK ADDITION shall pay 126,600/252,000 of the total cost of the improvement; Lot 8, Block 3, OAK CREEK ADDITION shall pay 30,500/252,000 of the total cost of the improvement; and Lot 9, Block 3, OAK CREEK ADDITION shall pay 30,000/252,000 of the total cost of the improvement.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

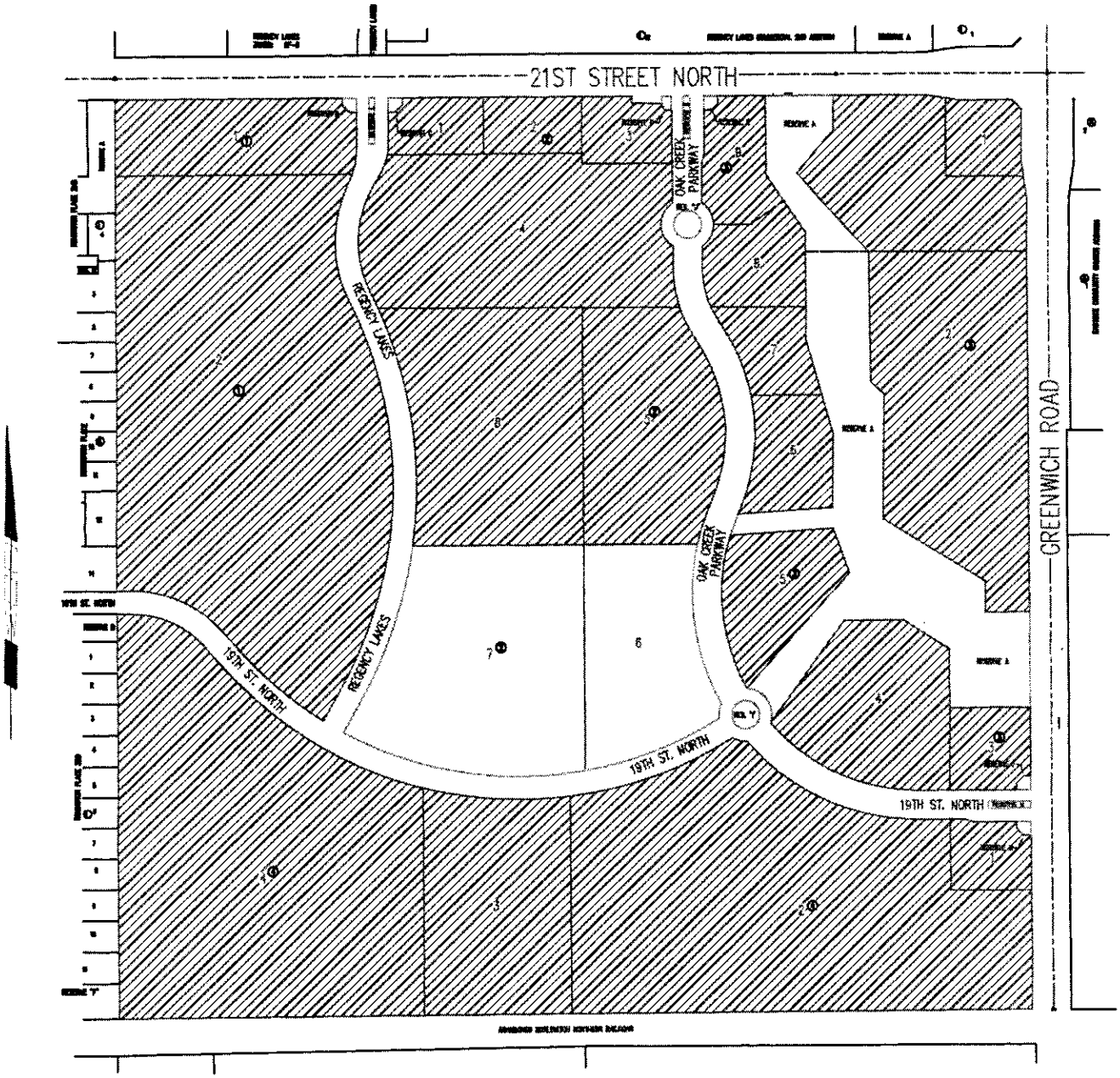
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

OAK CREEK ADDITION



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	1/16/2008	Water Distribution System for Oak Creek Addn

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$101,000		$101,000
Other				
Totals		$101,000		$101,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility

448-90358

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 1/23/08	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	12/16/2008	Construct 21st St. Accel/Decel Lane for Oak Creek Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.		$252,000		$252,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$252,000		$252,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84206

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 1/23/08	Date

RECEIVED
DEC 27 2007
CITY CLERK OFFICE

21ST STREET NORTH ACCEL/DECEL LANE PETITION

(08/29/07)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-84206

OAK CREEK ADDITION
Lot 1, Block 1
Lots 1 thru 4, Block 2
Lots 1, 2, 8 and 9, Block 3

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed an accel/decel lane on the south side of 21st Street North from the west property line of Oak Creek Addition to Greenwich Road.

(b) That the estimated and probable cost of the foregoing improvement being Two Hundred Fifty Two Thousand Dollars ($252,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after November 1, 2006.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That Lot 1, Block 1, Oak Creek Addition shall pay 3,500/252,000 of the total cost of the improvement; Lot 1, Block 2, Oak Creek Addition shall pay 3,000/252,000 of the total cost of the improvement; Lot 2, Block 2, Oak Creek Addition shall pay 4,000/252,000 of the total cost of the improvement; Lot 3, Block 2, Oak Creek Addition shall pay 6,236/252,000 of the total cost of the improvement; Lot 4, Block 2, Oak Creek Addition shall pay 38,564/252,000 of the total cost of the improvement; Lot 1, Block 3, Oak Creek Addition shall pay 9,600/252,000 of the total cost of the improvement; Lot 2, Block 3, Oak Creek Addition shall pay 126,600/252,000 of the total cost of the improvement; Lot 8, Block 3, Oak Creek Addition shall pay 30,500/252,000 of the total cost of the improvement; and Lot 9, Block 3, Oak Creek Addition shall pay 30,000/252,000 of the total cost of the improvement.

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

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
OAK CREEK ADDITION	SLAWSON COMMERCIAL PROPERTIES, L.L.C.	
BLOCK 1 Lot 1	By: _____ David A. Trimble, Vice President	
BLOCK 2 Lots 1 thru 4		
BLOCK 3 Lots 1, 2, 8 and 9	INTRUST BANK, N.A.	
	By: _____ Title: EXECUTIVE VICE PRESIDENT	

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Stuart M. Kowalski
Name

727 N. Waco, Suite 400
Wichita Ks 67203
Address

263-3201
Telephone No.

Sworn to and subscribed before me this 27 day of December, 2007.

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Agenda Item No. 11c.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for a Storm Water Sewer for Waterfront Residential Addition, north of 13th, west of Greenwich. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On November 6, 2007, the City Council approved a Petition for drainage improvements in Waterfront Residential Addition. Based on recent bid prices, it is doubtful that there is sufficient funding in the Petition budget to award a construction contract. 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 projects will serve a new residential development located north of 13th, west of Greenwich.

Financial Considerations: The existing Petition totals $547,000. The new Petition totals $842,000. The funding source is special assessments.

Goal Impact: The projects address the Efficient Infrastructure goal by providing drainage 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 property in the improvement district.

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

Attachments: Map, CIP Sheets, Petition and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 638 (NORTH OF 13TH, WEST OF GREENWICH) 468-84423** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 638 (NORTH OF 13TH, WEST OF GREENWICH) 468-84423** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-638** adopted on **November 6, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Sewer No. 638 (north of 13th, west of Greenwich) 468-84423.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Eight Hundred Forty-Two Thousand Dollars ($842,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

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

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 64, Block 1
Lots 1 through 4, Block 2
Lots 1 through 5, Block 3

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 64, Block 1, Lots 1 through 4, Block 2 and Lots 1 through 5, Block 3, WATERFRONT RESIDENTIAL ADDITION, shall each pay 1/73 of the total cost payable by the improvement district.

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

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

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

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

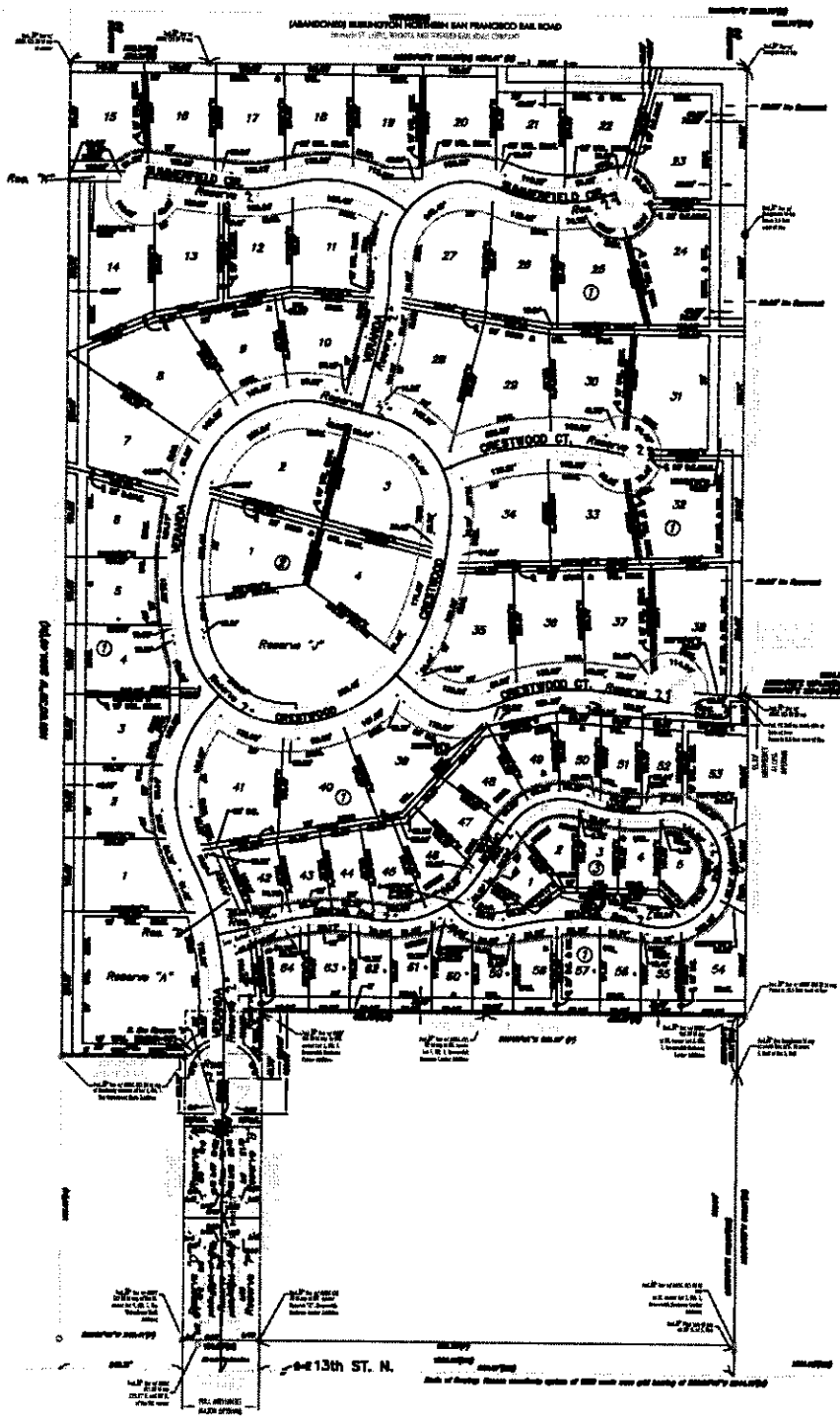
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

WATERFRONT RESIDENTIAL ADDITION



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1998

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	1/16/2008	Storm Water Sewer for Waterfront Residential Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage		$842,000		$842,000
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals		$842,000		$842,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Storm Water Utility

SWS 638

468-84423

13. Recommendation: Approve the petition and Adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Catherine Hill Date 1/23/08	Date

RECEIVED

JAN 08 '08

CITY CLERK OFFICE

STORM WATER SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 64, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 5, Block 3;

SWS 638
469-94423

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is Eight Hundred Forty Two Thousand Dollars ($842,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition shall each pay 1/73 of the total cost payable by the improvement district.

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**WATERFRONT RESIDENTIAL CO., LLC** **A Kansas Limited Liability Company** By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Rachel A. Sanders
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 8 day of January 20 08.

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for Paving in Monarch Landing Addition (south of 21st, west of 159th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 13, 2007, the City Council approved a Petition to pave streets in Monarch Landing Addition. The improvement district included an adjoining unplatted tract. The developer has submitted a new Petition that reduces the amount of the unplatted tract in the improvement district. The signatures on the new Petition represent 7 of 8 owners of property in the improvement district. The assessment to the non-signers' property has not been increased.

Analysis: The project will serve a new residential development located south of 21st, west of 159th St. East.

Financial Considerations: The project budget is unchanged.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paved streets in 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, Petition and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **FLUTTER LANE/24TH STREET, FROM THE NORTH LINE OF 21ST STREET TO THE WEST LINE OF LOT 1, BLOCK 2; PAVING BOXTHORN, FROM THE EAST LINE OF FLUTTER LANE/24TH STREET TO THE EAST LINE OF LOT 2, BLOCK 3; PAVING CAMDEN CHASE, FROM THE EAST LINE OF FLUTTER LANE/24TH TO THE EAST LINE OF LOT 2, BLOCK 4; PAVING CHELMSFORD/CAMDEN CHASE/GRAYSTONE, FROM THE SOUTH LINE OF FLUTTER LANE/24TH STREET TO THE NORTH LINE OF LOT 38, BLOCK 1; PAVING CHELMSFORD CIRCLE, FROM THE SOUTH LINE OF CHELMSFORD TO AND INCLUDING THE CUL-DE-SAC SERVING LOTS 16 THROUGH 24, BLOCK 1; AND PAVING CAMDEN CHASE COURT, FROM THE NORTH LINE OF CAMDEN CHASE TO AND INCLUDING THE CUL-DE-SAC SERVING LOTS 8 THROUGH 19, BLOCK 2; SIDEWALK TO BE CONSTRUCTED ON ONE SIDE OF GRAYSTONE, CAMDEN CHASE, 24TH STREET, FLUTTER LANE, AND CHELMSFORD (NORTH OF 21ST, WEST OF 159TH ST. EAST) 472-84505** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **FLUTTER LANE/24TH STREET, FROM THE NORTH LINE OF 21ST STREET TO THE WEST LINE OF LOT 1, BLOCK 2; PAVING BOXTHORN, FROM THE EAST LINE OF FLUTTER LANE/24TH STREET TO THE EAST LINE OF LOT 2, BLOCK 3; PAVING CAMDEN CHASE, FROM THE EAST LINE OF FLUTTER LANE/24TH TO THE EAST LINE OF LOT 2, BLOCK 4; PAVING CHELMSFORD/CAMDEN CHASE/GRAYSTONE, FROM THE SOUTH LINE OF FLUTTER LANE/24TH STREET TO THE NORTH LINE OF**

LOT 38, BLOCK 1; PAVING CHELMSFORD CIRCLE, FROM THE SOUTH LINE OF CHELMSFORD TO AND INCLUDING THE CUL-DE-SAC SERVING LOTS 16 THROUGH 24, BLOCK 1; AND PAVING CAMDEN CHASE COURT, FROM THE NORTH LINE OF CAMDEN CHASE TO AND INCLUDING THE CUL-DE-SAC SERVING LOTS 8 THROUGH 19, BLOCK 2; SIDEWALK TO BE CONSTRUCTED ON ONE SIDE OF GRAYSTONE, CAMDEN CHASE, 24TH STREET, FLUTTER LANE, AND CHELMSFORD (NORTH OF 21ST, WEST OF 159TH ST. EAST) 472-84505 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-112** adopted on **February 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Flutter Lane/24th Street, from the north line of 21st Street to the west line of Lot 1, Block 2; paving Boxthorn, from the east line of Flutter Lane/24th Street to the east line of Lot 2, Block 3; paving Camden Chase, from the east line of Flutter Lane/24th to the east line of Lot 2, Block 4; paving Chelmsford/Camden Chase/Graystone, from the south line of Flutter Lane/24th Street to the north line of Lot 38, Block 1; paving Chelmsford Circle, from the south line of Chelmsford to and including the cul-de-sac serving Lots 16 through 24, Block 1; and paving Camden Chase Court, from the north line of Camden Chase to and including the cul-de-sac serving Lots 8 through 19, Block 2; sidewalk to be constructed on one side of Graystone, Camden Chase, 24th Street, Flutter Lane, and Chelmsford (north of 21st, west of 159th St. East) 472-84505.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **One Million Sixty Thousand Dollars ($1,060,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2007** exclusive of the costs of temporary financing.

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

MONARCH LANDING ADDITION

Lots 1 through 39, Block 1
Lots 1 through 20, Block 2
Lots 1 and 2, Block 3
Lots 1 and 2, Block 4
Lots 1 through 5, Block 5

UNPLATTED RESIDENTIAL TRACT 1

BEGINNING at the northeast corner of Lot 1, Block 5, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of the Southeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°56'59”E, 806.11 feet to a point lying 60.00 feet west of the northeast corner of said Southeast Quarter of said Southeast Quarter; thence parallel with and 60.00 feet west of the east line of said Southeast

Quarter, S00°38'46”E, 677.26 feet; thence S88°55'31”W, 730.00 feet; thence S01°04'29”E, 275.00 feet; thence S88°55'31”W, 354.03 feet; thence N37°18'14”W, 106.46 feet to point on an easterly line of said Monarch Landing Addition said point being on a curve to the left; thence along the easterly lines of said addition for the remaining nine (9) courses; thence along said curve to the left 182.95 feet to a reverse curve, said curve to the left having a central angle of 50°23'40”, a radius of 208.00 feet, and a long chord distance of 177.11 feet, bearing N28°48'47”E; thence along said reverse curve 102.66 feet, said curve having a central angle of 15°59'03", a radius of 368.00 feet, and a long chord distance of 102.33 feet, bearing N11°36'28”E; thence S87°42'19”E, 128.47 feet; thence S73°24'04”E, 97.51 feet; thence N16°46'34”E, 120.09 feet to a point on a non-tangent curve to the right; thence along said curve 16.60 feet, said curve having a central angle of 01°47'51”, a radius of 529.00 feet, and a long chord distance of 16.60 feet, bearing N76°07'04”W; thence N14°46'52”E, 58.00 feet; thence N01°03'01”W, 280.20 feet; thence S88°58'38”W, 22.83 feet; thence N01°01'22”W, 64.00 feet; thence N01°03'01”W, 131.86 feet to the **POINT OF BEGINNING**.

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 23, Block 1; MONARCH LANDING ADDITION shall pay 103/10,000 of the total cost payable by the improvement district. Lots 1 through 22 and 24 through 38, Block 1; Lots 1 and 2, Block 3; Lots 1 and 2, Block 4; and Lots 1 through 5, Block 5; MONARCH LANDING ADDITION shall each pay 124/10,000 of the total cost payable by the improvement district. Lots 1 through 20, Block 2; MONARCH LANDING ADDITION, shall each pay 125/10,000 of the total cost payable by the improvement district. Lot 39, Block 1; MONARCH LANDING ADDITION, shall pay 440/10,000 of the total cost payable by the improvement district. THE UNPLATTED RESIDENTIAL TRACT 1 shall pay 1252/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into tow or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

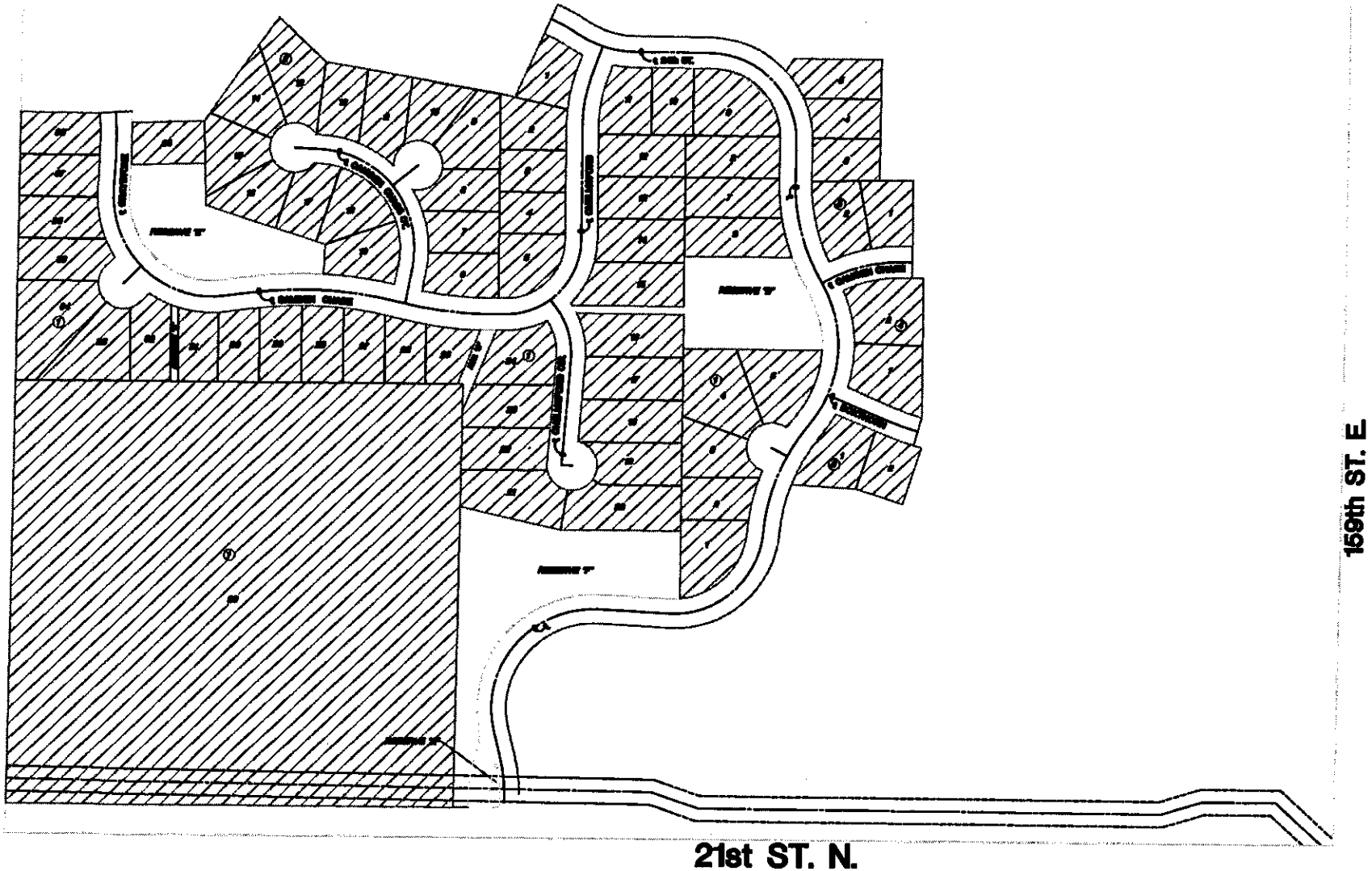
PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

MONARCH LANDING ADDITION



PROPOSED IMPROVEMENT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita
All-America City
1999

THE CITY OF WICHITA
CITY ENGINEER'S OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

MONARCH LANDING ADDITION
Lots 1 through 39, Block 1;
Lots 1 through 20, Block 2;
Lots 1 & 2, Block 3;
Lots 1 & 2, Block 4;
Lots 1 through 5, Block 5;

472-84505

UNPLATTED RESIDENTIAL TRACT 1

BEGINNING at the northeast corner of Lot 1, Block 5, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of the Southeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°56'59"E, 806.11 feet to a point lying 60.00 feet west of the northeast corner of said Southeast Quarter of said Southeast Quarter; thence parallel with and 60.00 feet west of the east line of said Southeast Quarter, S00°38'46"E, 677.26 feet; thence S88°55'31"W, 730.00 feet; thence S01°04'29"E, 275.00 feet; thence S88°55'31"W, 354.03 feet; thence N37°18'14"W, 106.46 feet to point on an easterly line of said Monarch Landing Addition said point being on a curve to the left; thence along the easterly lines of said addition for the remaining nine (9) courses; thence along said curve to the left 182.95 feet to a reverse curve, said curve to the left having a central angle of 50°23'40", a radius of 208.00 feet, and a long chord distance of 177.11 feet, bearing N28°48'47"E; thence along said reverse curve 102.66 feet, said curve having a central angle of 15°59'03", a radius of 368.00 feet, and a long chord distance of 102.33 feet, bearing N11°36'28"E; thence S87°42'19"E, 128.47 feet; thence S73°24'04"E, 97.51 feet; thence N16°46'34"E, 120.09 feet to a point on a non-tangent curve to the right; thence along said curve 16.60 feet, said curve having a central angle of 01°47'51", a radius of 529.00 feet, and a long chord distance of 16.60 feet, bearing N76°07'04"W; thence N14°46'52"E, 58.00 feet; thence N01°03'01"W, 280.20 feet; thence S88°58'38"W, 22.83 feet; thence N01°01'22"W, 64.00 feet; thence N01°03'01"W, 131.86 feet to the **POINT OF BEGINNING.**

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed within the area described above, pavement on Flutter Lane/24th Street, from the north line of 21st Street to the west line of Lot 1, Block 2; Paving Boxthorn, from the east line of Flutter Lane/24th Street to the east line of Lot 2, Block 3; Paving Camden Chase, from the east line of Flutter Lane/24th to the east line of Lot 2, Block 4; Paving Chelmsford/Camden Chase/Graystone, from the south line of Flutter Lane/24th Street to the north line of Lot 38, Block 1; Paving Chelmsford Circle, from the south line of Chelmsford to and including the cul-de-sac serving Lots 16 through 24, Block 1; and Paving Camden Chase Court, from the north line of Camden Chase to and including the cul-de-sac serving Lots 8 through 19, Block 2; Sidewalk to

be constructed on one side of Graystone, Camden Chase, 24th Street, Flutter Lane, and Chelmsford. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is One Million Sixty Thousand Dollars ($1,060,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot 23, Block 1; Monarch Landing Addition shall pay 103/10,000 of the total cost payable by the improvement district. Lots 1 through 22 & 24 through 38, Block 1; Lots 1 & 2, Block 3; Lots 1 & 2, Block 4; and Lots 1 through 5, Block 5; Monarch Landing Addition shall each pay 124/10,000 of the total cost payable by the improvement district. Lots 1 through 20, Block 2; Monarch Landing Addition shall each pay 125/10,000 of the total cost payable by the improvement district. Lot 39, Block 1; Monarch Landing Addition shall pay 440/10,000 of the total cost payable by the improvement district. The Unplatted Residential Tract 1 shall pay 1252/10,000 of the total cost payable by the improvement district.

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

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lots 6 through 13, 15 through 18, 20, 21, 24 through 27, 29 through 33, and 35 through 38, Block 1; Lots 1 through 8, 10, 11, 13, 14, 15, 17, 18 and 20, Block 2; Lots 1 & 2, Block 3; Lots 1 & 2, Block 4; and Lots 1 and 2, Block 5; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**MONARCH LANDING, LLC,** **A Kansas Limited Liability Company** By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lot 39, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**UNIFIED SCHOOL DISTRICT NO. 385** By: _____ Mark Evans, Superintendent	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lot 1, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**PORTER HOMES** By:	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lot 2, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**BLUE CUSTOM HOMES LLC** By:	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lots 3, 14, & 28, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**INK-DRUMRIGHT BUILDERS** By:	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lot 4, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**NIES HOMES** By: Clifford A Nies	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lots 5, 19, 22, & 34, Block 1; Lots 9, 12, 16, & 19, Block 2; and Lots 3, 4 & 5, Block 5; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**CRAIG SHARP HOMES** By: _____	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
MONARCH LANDING ADDITION Lot 23, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	**BEN & MISTY MCDAVITT**	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
UNPLATTED RESIDENTIAL TRACT 1	**MONARCH LANDING, LLC,**	
A tract of land lying in the Southeast Quarter, Section 1, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows. **BEGINNING** at the northwest corner of said Southeast Quarter; thence along the north line of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°59'39"E, 1326.81 feet to the northeast corner of the Northwest Quarter of said Southeast Quarter; thence along the east line of said Northwest Quarter S00°36'16"E, 666.12 feet; thence N88°58'22"E, 394.95 feet, thence S00°33'44"E, 416.71 feet to the northeast most corner of Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the northerly lines of said addition for the next fifteen (15) courses S88°58'38"W, 174.66 feet to a point on a non-tangent curve to the right; thence along said curve to the right 30.31 feet a non-tangent curve to the left, said curve to the right having a central angle of 06°06'51", a radius of 284.00 feet, and a long chord distance of 30.29 feet, bearing S29°47'38"W; thence along said non-tangent curve to the left 172.37 feet, said curve having a central angle of 47°42'35", a radius of 207.00 feet, and a long chord distance of 167.43 feet, bearing N67°10'05"W; thence S88°58'38"W, 150.93 feet to a point on a curve to the right, thence along said curve 99.89 feet to a reverse curve, said curve to the right having a central angle of 34°04'00", a radius of 168.00 feet, and a long chord distance of 98.42 feet, bearing N73°59'22"W; thence along said reverse curve 68.86 feet, said curve having a central angle of 10°19'44", a radius of 382.00 feet, and a long chord distance of 68.77 feet, bearing N62°07'14"W, thence S22°42'54"W, 205.21 feet; thence N78°05'00"W, 28.19 feet; thence N81°17'26"W, 356.43 feet; thence N47°16'53"W, 130.00 feet; thence S33°57'08"W, 258.36 feet; thence S87°29'14"W, 148.05 feet to a point on a non-tangent curve to the left; thence along said curve 22.52 feet, said curve having a central angle of 01°39'00", a radius of 782.00 feet, and a long chord distance of 22.52 feet, bearing N04°11'07"W; thence S84°59'23"W, 64.00 feet; thence S89°27'44"W, 158.74 feet to the northwest most corner of said Monarch Landing Addition being coincident with the west line of the said Northwest Quarter of said Southeast Quarter; thence along said west line N00°32'15"W, 1207.01 feet to the **POINT OF BEGINNING**. **TOGETHER WITH,** **BEGINNING** at the northeast corner of Lot 1, Block 5, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of the Southeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°56'59"E, 806.11 feet to a point lying 60.00 feet west of the northeast corner of said Southeast Quarter of said Southeast Quarter; thence parallel with and 60.00 feet west of the east line of said Southeast Quarter, S00°38'46"E, 677.26 feet; thence S88°55'31"W, 730.00 feet; thence S01°04'29"E, 275.00 feet; thence S88°55'31"W, 354.03 feet; thence N37°18'14"W, 106.46 feet to point on an easterly line of said Monarch Landing Addition said point being on a curve to the left; thence along the easterly lines of said addition for the remaining nine (9) courses; thence along said curve to the left 182.95 feet to a reverse curve, said curve to the left having a central angle of 50°23'40", a radius of 208.00 feet, and a long chord distance of 177.11 feet, bearing N28°48'47"E; thence along said reverse curve 102.66 feet, said curve having a central angle of 15°59'03", a radius of 368.00 feet, and a long chord distance of 102.33 feet, bearing N11°36'28"E; thence S87°42'19"E, 128.47 feet, thence S73°24'04"E, 97.51 feet; thence N16°46'34"E, 120.09 feet to a point on a non-tangent curve to the right; thence along said curve 16.60 feet, said curve having a central angle of 01°47'51", a radius of 529.00 feet, and a long chord distance of 16.60 feet, bearing N76°07'04"W; thence N14°46'52"E, 58.00 feet; thence N01°03'01"W, 280.20 feet; thence S88°58'38"W, 22.83 feet, thence N01°01'22"W, 64.00 feet; thence N01°03'01"W, 131.86 feet to the **POINT OF BEGINNING**. Said tract **CONTAINS:** 2,300,763 square feet or 52.82 acres of land, more or less.	**A Kansas Limited Liability Company**	

By: _____

Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia H. Wemack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 25 day of September 20 07.

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

Agenda Item No. 14b.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering for Gypsum Creek Channel Improvements from Wichita Drainage Canal to Hillside (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On July 30, 1991, PB Booker Associates, Inc. was hired to design channel improvements for Gypsum Creek from Wichita Drainage Canal to Hillside. The Design Agreement with PB requires PB to provide construction engineering services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and PB provides for construction engineering the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering for this project.

Financial Considerations: Payment to PB will be on an hourly basis not to exceed $92,184 and will be paid by General Obligation Revenue Bonds.

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

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 30, 1991

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PB AMERICAS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 30, 1991) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **GYPSUM CREEK CHANNEL IMPROVEMENTS, WICHITA DRAINAGE CANAL TO HILLSIDE**.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

GYPSUM CREEK CHANNEL IMPROVEMENTS, WICHITA DRAINAGE CANAL TO HILLSIDE

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on an hourly basis, with a maximum fee not to exceed **$92,184.00**.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

PB AMERICAS, INC.

_____
(Name and Title)

ATTEST:

_____

Attachment 'A'
City of Wichita – Gypsum Creek Channel Improvements (Wichita Drainage Canal To Hillside)
12/04/2007

SPECLAL CONSTRUCTION PROVISIONS

ARTICLE I - SCOPE OF SERVICES

A. CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

1. Construction Services has been estimated based on a 110 working day construction schedule. Additional fee will be negotiated beyond this assumed schedule.
2. Provide construction inspection services consisting of 1 (one) full time inspector for the duration of the assumed construction schedule.
3. Attend pre-construction conference as designated by the City, or required under the terms of this Agreement.
4. Designate a Project Engineer/Project Manager who shall meet City's certification policy and report and transmit Project activity and documents to City's Field Engineer.
5. Assign qualified inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
6. Become familiar with the standard practices of the City, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
7. Perform the Consultant's field operations in accordance with accepted safety practices.
8. Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
9. Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
10. Transmit orders from the City to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
11. Perform measurements that are involved in the determination of final pay quantities.
12. Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the City's Field Engineer.
13. Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
14. Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and

Chief Inspector's diaries.

15. Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

16. Provide measurement and computation of pay items.

17. Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the City and as are applicable to the Project, which include:

    a. Progress Reports.
    b. Weekly statement of working days
    c. Notice of change in construction status
    d. Report of field inspection of material
    e. Test report record
    f. Contractor pay estimates
    g. Final certification of materials
    h. Explanation of quantity variation
    i. Weekly on-site inspection reports as per the SWP3 requirements

18. Review, or assist in reviewing, all Contractor submittals of records and reports required by the City, as applicable to the Project, which may include:

    a. Requests for partial and final payment
    b. Other reports and records as required by the individual Project

19. Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per 30 days.

20. Collect, properly label or identify, and deliver to the City all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.

21. Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by the City. The Consultant shall be responsible for replacing lost documents or materials.

22. Prepare and submit a statement of project completion that is true to the best of our information, knowledge and belief.

23. Prepare and submit a final payment voucher for services rendered by the Consultant.

24. Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to the City. The letter should contain such items as the following:

    a. <u>Earthwork and Culverts</u>

i. A revised list of benchmarks
ii. Location of government benchmarks
iii. Major changes in alignment
iv. Major changes in grade line
v. Established references on cornerstones
vi. Major changes in location of drainage structures
vii. Major changes in flow-line of drainage structures
viii. Drainage structures added or deleted
ix. Any change of access control

B. THE CITY AGREES TO THE FOLLOWING:

1. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the City to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.

2. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by the City to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement including the City's preferred electronic files.

3. Designate a Field Engineer Coordinator.

4. The City reserves the right to assign and charge to the Project such City personnel as may be needed.

5. Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor).

6. Perform all R/W & Easement Field Monumentation, construction testing, and construction staking.

7. Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the City's Field Engineer.

8. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.

Fee Proposal Summary for Construction Engineering Services

(Gypsum Creek Channel Improvements)
(Wichita Drainage Canal to Hillside)

PB Proj. No. 32158A
Date: 12/04/2007

PART I: Construction Engineering Services

		Man Hours	Expenses	Design Fee	Total Fee
A. 2008 CONSTRUCTION SERVICES	@	1126	$2,246	$89,938	$92,184
Grand-Total =		1126	$2,246	$89,938	$92,184

- Escalation Rate = 4.0% per year
- Overhead Rate (2007) = 153.4%
- Fixed Fee = 12%

Note:

@ Assumed NTP Date 12/1/2007
Assumed Completeion Date 5/1/2008
- Calendar Days 152
- Working Days 110

See Attachment 'A' for specific project scope of services

Fee Proposal Summary for Construction Engineering Services

(Gypsum Creek Channel Improvements)
(Wichita Drainage Canal to Hillside)

PB Proj. No. 32158A
Date. 12/04/2007

		Item	PIC	PM	DPM	Design Engr	CADD Tech	Inspector	Clerical	PA	Total
A.	2008 CONSTRUCTION SERVICES										
	@	Field Inspection (1 Full Time Inspector)						880			
		Field Inspection (Overtime)						44			
		Office Coordination/Shop Drawing Review	2	60	6	24			20	12	
		Project Closeout		4		8		40	4	2	
	TOTAL (PART II) =		2	64	6	32	0	964	24	14	1126

Note:

@ Assumed NTP Date 12/1/2007
Assumed Completeion Date 5/1/2008
- Calendar Days 152
- Working Days 110

See Attachment 'A' for specific project scope of services

Date: 12/6/2007

Mr. Scott Lindebak or Contracting Officer
City of Wichita
City Hall. 8th Floor
455 North Main
Wichita. KS 67202

Subject: Facilities Capital Cost Of Money

Reference: Fee proposal for Construction Inspection Services for Gypsum Creek Channel Improvements (Wichita Drainage Canal to Hillside Avenue)

Dear Scott,

This letter serves as PB Americas. Inc. formal request for the reimbursement of Facilities Capital Cost of Money (FCCM) as required under the notice provisions of the Federal Acquisition Regulation (FAR) Part 31.205-10 Facilities Capital Cost of Money.

FCCM represents 0.3% of our indirect costs.

Please contact Lloyd Graham at (212) 465–5428 or Ken Campbell at (212) 465–5638 if there are any questions.

Very Truly Yours.

PB America's. Inc.

Ron Nuessen. P.E.

Government Contracts – 2004-FCCM1.1
Cost proposal handbook
Kistner/ Graham

Agenda Item No. 15a.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Country Hollow Addition (south of Kellogg, east of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water and sewer improvements in Country Hollow Addition on January 10, 2006.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water and sewer in Country Hollow Addition. Per Administrative Regulation 1.10, staff recommends that MKEC 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 MKEC will be on a lump sum basis of $27,300 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 and sewer 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

MKEC ENGINEERING CONSULTANTS, INC.

for

COUNTRY HOLLOW ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90157 serving Lots 37 through 38, Block 2; Lots 7 through 15, Block 4; Lots 1 through 39, Block 5, Country Hollow Addition (south of Kellogg, east of 127th Street East) (Project No. 448 90157).

LATERAL 387, FOUR MILE CREEK SEWER serving Lots 25 through 37, Block 1; Lots 37 through 38, Block 2; Lots 7 through 28, Block 4; Lots 1 through 46, Block 5; Lots 1 through 14, Block 6; Lots 1 through 5, Block 7, Country Hollow Addition and Unplatted Tracts (south of Kellogg, east of 127th Street East) (Project No. 468 84103).

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 Country Hollow Addition and 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 90157	$**10,800.00**
Project No. 468 84103	$**16,500.00**
TOTAL	$**27,300.00**

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

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

_____
(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 per Attachment No. 1.

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. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. 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.
4. 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.
5. Drainage Study. When applicable, 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.
6. 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 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. 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.
7. 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.
8. 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.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. 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. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. 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 **120 days from Notice to Proceed.** (Project No. 448 90157).
    b. Plan Development for the sewer improvements by **120 days from Notice to Proceed**. (Project No. 468 84103).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. 15b.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Cross Pointe & Cross Pointe 2nd Additions (south of 21st, east of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water and paving improvements in Cross Pointe & Cross Pointe 2nd Additions on December 11, 2007.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water and paving in Cross Pointe & Cross Pointe 2nd Additions. Per Administrative Regulation 1.10, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of $33,700 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 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

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

CROSS POINTE AND CROSS POINTE 2ND ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90352 serving Lots 6 and 7, Block 1, Cross Pointe 2nd Addition (south of 21st, east of Greenwich) (Project No. 448 90352).

DECEL LANE ON THE SOUTH SIDE OF 21ST STREET NORTH to serve the entrance between Lot 1, Block 2, Cross Pointe 2nd Addition and Lot 10, Block 1, Cross Pointe Addition (south of 21st, east of Greenwich) (Project No. 472 84231).

LEFT TURN LANE ON 21ST STREET NORTH to serve the eastern most entrance, between Lot 10, Block 1, Cross Pointe Addition and Lot 1, Block 2, Cross Pointe 2nd Addition, approximately 430' west of K-96 (south of 21st, east of Greenwich) (Project No. 472 84234)

CROSSMARK from 21st Street North to and including the cul-de-sac (approximately 700 feet) (south of 21st, east of Greenwich) (Project No. 472 84640)

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 Cross Pointe and Cross Pointe 2nd Additions 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 90352	$ **2,600.00**
Project No. 472 84231	$ **3,100.00**
Project No. 472 84234	$ **2,000.00**
Project No. 472 84640	$**26,000.00**
TOTAL	**$33,700.00**

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

_____

Carl Brewer, City Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

_____

(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

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.
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4. 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.
5. Drainage Study. When applicable, 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.
6. 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 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. 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.
7. 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.
8. 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.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. 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. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. 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 _____.
       (Project No. 448 90352).
    b. Plan Development for the paving improvements by _____.
       (Project No. 472 84231).
    c. Plan Development for the paving improvements by _____.
       (Project No. 472 84234).
    d. Plan Development for the paving improvements by _____.
       (Project No. 472 84640).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. 15c.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement for 13th Street North from I-135 to Oliver (District I)

INITIATED BY: Department of public works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On December 13, 2005, the City entered into an Agreement with Poe & Associates, Inc. to prepare a design concept to improve 13th Street North from I-135 to Oliver. The fee was $194,500. On November 6, 2007 the City Council approved the design concept.

Analysis: The proposed design concept is a five-lane roadway with four through lanes and a center two-way left turn lane. A storm water sewer will be constructed to improve drainage and wider sidewalks will be constructed on both sides of 13th. A supplemental agreement with Poe has been developed for the preparation of construction plans for I-135 to Oliver only.

Financial Considerations: Payment to Poe will be on a lump sum basis of $594,200 and will be paid by General Obligations Bonds.

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

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for **13th STREET NORTH, I-135 TO WOODLAWN (Concept)**.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

13TH STREET NORTH, HYDRAULIC TO OLIVER
(final design)
(Project No. 472 84320)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount specified below:

472 84320 **$594,200.00**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

_____
(Name and Title)

ATTEST:

_____

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Pawnee Improvement, between Washington and Hydraulic (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 22, 2006, the City Council approved a construction contract with APAC-Kansas, Inc. to improve Pawnee, between Washington and Hydraulic. A part of the work is the removal and replacement of driveway approaches. After the work began, it was determined that the amount of driveway quantities was greater than anticipated.

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

Financial Considerations: The total cost of the additional work is $15,497 with the $3,099 paid by City General Obligation bonds and $12,398 paid by Federal grants. The original contract amount is $2,593,462. This Change Order plus a previous change order represents 00.92% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic capacity and safety along a major transportation corridor.

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.

PUBLIC WORKS-ENGINEERING

December 4, 2007
CHANGE ORDER

To: APAC-Kansas, Inc.

Project: Pawnee, Washington to Hydraulic

Change Order No.: 2
Purchase Order No.: 601151
CHARGE TO OCA No.: 706869

Project No.: 87 N-0235-01/472-83858
OCA No.: (706869/636115)
PPN: 204335/772512

Please perform the following extra work at a cost not to exceed $15,496.77

Additional driveway quantities were needed on this project. Adjust measured quantity bid items based on final field measurements

OVERRUN

Driveway Concr Pvmt, 8"	3,195.21 sf	@	4.85	=	$15,496.77

Recommended By:

Larry Schaller, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Approved:

Benny P. Tarverdi Date
KDOT Metro Engineer

Attest:_____
City Clerk

Agenda Item No. 16b.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: 37th St. North Improvement, between Tyler and Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On November 11, 2006, the City Council approved a construction contract with Lafarge North America to improve 37th St. North, between Tyler and Ridge. A part of the work is the reconstruction of the intersection of 37th St. North and Tyler. After the work began it was determined that the south approach to the intersection should be extended farther south to allow a smoother transition for north bound Tyler traffic.

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 $34,971 with $6,995 paid by City General Obligation bonds and $27,976 paid by Federal grants. The original contract amount is $4,452,893. This Change Order plus previous change orders represents 1.06% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow along an important transportation corridor.

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.

PUBLIC WORKS-ENGINEERING

December 3, 2007

CHANGE ORDER

To: LaFarge North American

Project: 37th St. N. – Tyler to Ridge Rd.

Change Order No.: 3

Project No.: 87N-0346-01/472-84186

Purchase Order No.: **601444** OCA No.: **706920**

CHARGE TO OCA No.: 706920

PPN: 205386

Please perform the following extra work at a cost not to exceed **$34,970.48**

Northbound Tyler Rd., south of 37th will have the east lane widened to improve traffic flow and increase safety, and fire hydrant adjustments/relocations are necessary to meet City specifications. See attached for details.

Recommended By:

Larry Schaller, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Approved:

Benny P. Tarverdi Date
KDOT Metro Engineer

Attest:_____
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 8 day of January, 2008 by and between Marilyn J. Gupton, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

> A proposed 20.00' utility easement in Wichita, Sedgwick County, Kansas described as follows: The East 20.00 feet of the West 50.00 feet of the SW Quarter of the SW quarter of Section 26, Township 26 South, Range 1 West of the 6th P.M., except for the road right-of-way of record.
>
> Drawing of said easement is attached.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easement, any and all damages and or claims, the sum of One Thousand Two Hundred Dollars and No Cents ($1,200.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 31, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. Grantee agrees to replace or repair, at its own expense, any damages caused by the construction installation, maintenance, operation, repair, removal, of Grantee's improvements, components, systems, etc. within the above referenced easement.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Marilyn J. Gupton

Marilyn J. Gupton

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

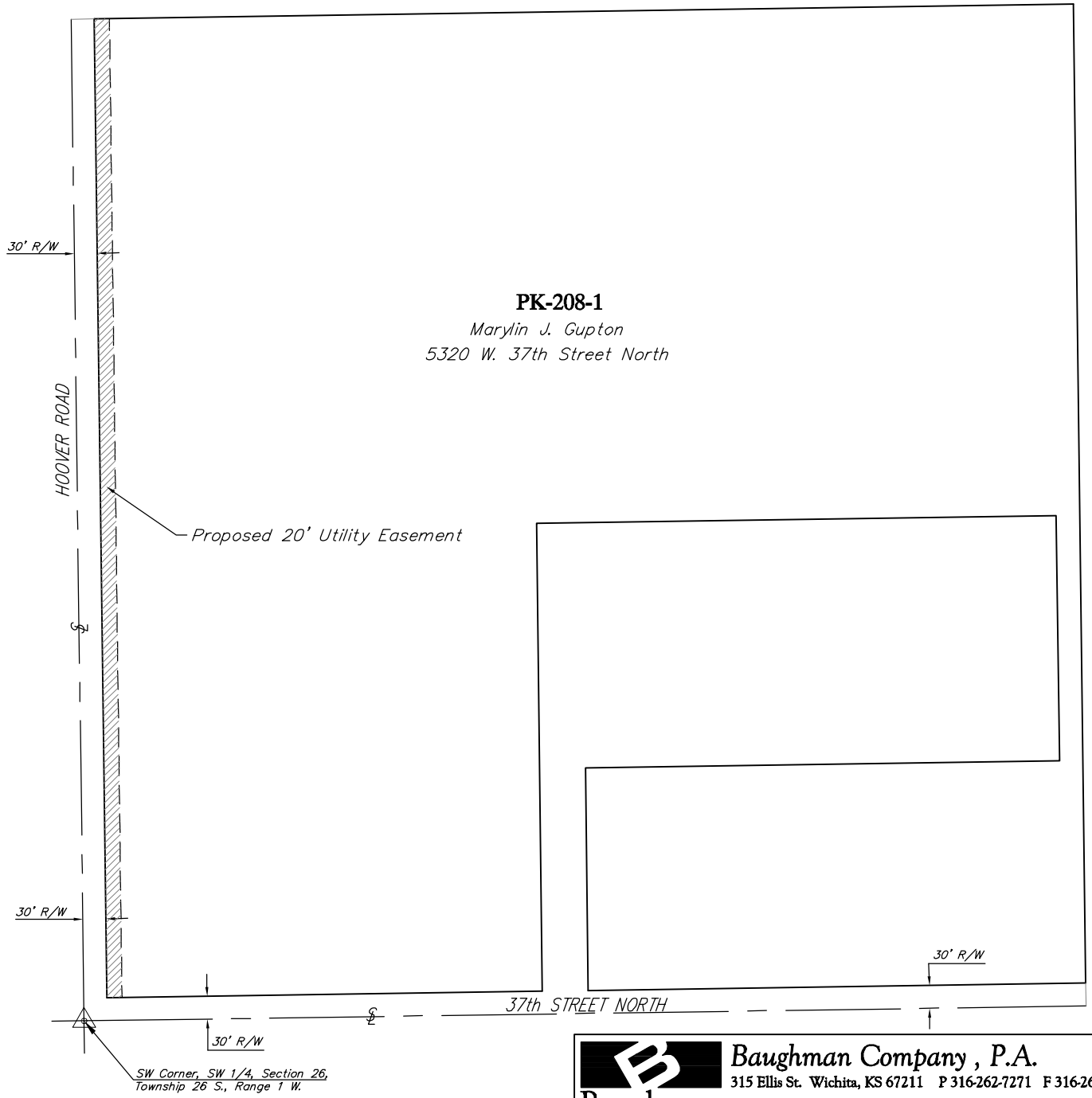
EXHIBIT

LEGAL DESCRIPTION:

A Proposed 20.00' Utility Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The East 20.00 feet of the West 50.00 feet of the SW Quarter of the SW Quarter of Section 26, Township 26 South, Range 1 West of the 6th P.M.; except for the Road Right-of-Way of Record.

Containing 25,613.8 Sq. Ft., more or less.



Baughman Company , P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 07-06-E861

E:eng/Edgewater Addition/Offsite/Exhibits/Gupton Exhibit.dwg

NE Corner 37th and Hoover

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Agenda Item No. 17a.

CITY OF WICHITA
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land at Northeast Corner of North 37th Street West and Hoover for the Edgewater Water Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 7, 2007, City Council approved the petition and adopted a resolution authorizing construction of the Edgewater Water Distribution System along Hoover, North 37th Street West. The project requires the acquisition of three, twenty-foot wide permanent easements along Hoover. This particular property consists of 31.89 acres and is currently in agricultural production. The proposed permanent easement consists of 25,613.8 square feet, or .588 acres.

Analysis: The owner has agreed to accept the appraised offer of $1,200, or $0.05 per square foot. The easement was valued at 20% of the full value of $10,000 per acre.

Financial Considerations: A budget of $1,400 is requested. This includes $1,200 for the easements and $200 for title work and recording costs. The funding source is through municipal bonds paid for by the benfit district and/or Water Improvement Fund.

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

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

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

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

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this____ day of _____, 2007 by and between Unified School District No. 259 of Wichita, Kansas, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

   Beginning at the southwesterly corner of said lot 15; thence N16°2'37"E along the westerly line of said lot 15, a distance of 64.19 feet to the southwesterly corner of said lot 16; thence N11°40'14"E along the westerly line of said lot 16, a distance of 70.40 feet to the southwesterly corner of said lot 17; thence N8°52'12"E along the westerly line of said lot 17, a distance of 46.44 feet; thence N6°54'12"E along the westerly line of said lot 17, a distance of 30.12 feet to the southwesterly corner of said lot 18; thence N6°15'58"E along the westerly line of said lot 18, a distance of 2.57 feet; thence N19°45'53"E along the westerly line of said lot 18, a distance of 34.75 feet; thence N16°49'10"E along westerly line of said lot 18, a distance of 20.53 feet; thence N25°38'15"E along the westerly line of said lot 18, a distance of 17.40 feet; thence N22°5'17"E along the westerly line of said lot 18, a distance of 15.58 feet; thence N33°34'31"E along the westerly line of said lot 18, a distance of 16.60 feet; thence N31°47'11"E along the westerly line of said lot 18, a distance of 33.56 feet; thence N31°49'05"E, along the westerly line of said lot 18, a distance of 3.57 feet; thence N43°32'01"E, along the westerly line of said lot 18, a distance of 33.71 feet, to the northerly corner of said lot 18; thence S19°40'55"W along the easterly line of said lot 18, a distance of 27.32 feet; thence S4°17'50"W along the easterly line of said lot 18, a distance of 21.22 feet; thence S1°28'35"E along the easterly line of said lot 18, a distance of 25.23 feet; thence S0°42'32"E along the easterly line of said lot 18, a distance of 34.19 feet; thence S13°12'07"W, a distance of 127.80 feet to a point on the southerly line of said lot 17; thence S11°54'08"W, a distance of 58.36 feet; thence S28°32'39"W, a distance of 13.41 feet to a point on the southerly line of said lot 16; thence S0°0'00"E, a distance of 61.01 feet to a point on the southerly line of said lot 15; thence S89°26'53"W along said southerly line of said lot 15, a distance of 68.74 feet to the Point of Beginning; said parcel of land containing 18,003.8 square feet more or less.

2. The Seller does hereby agree to sell and convey to the Buyer by a easement, a temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

   All that part of Lot 15, 16 and 17, replat of Reserve "A" of Greendale Addition, in the City of Wichita, Sedgwick County, Kansas, except that portion described as Beginning at the southwesterly corner of said lot 15; thence N16°2'37"E along the westerly line of said lot 15, a distance of 64.19 feet to the southwesterly corner of said lot 16; thence

N11°40'14"E along the westerly line of said lot 16, a distance of 70.40 feet to the southwesterly corner of said lot 17; thence N8°52'12"E along the westerly line of said lot 17, a distance of 46.44 feet; thence N6°54'12"E along the westerly line of said lot 17, a distance of 30.12 feet to the southwesterly corner of said lot 18; thence N6°15'58"E along the westerly line of said lot 18, a distance of 2.57 feet; thence N19°45'53"E along the westerly line of said lot 18, a distance of 34.75 feet; thence N16°49'10"E along westerly line of said lot 18, a distance of 20.53 feet; thence N25°38'15"E along the westerly line of said lot 18, a distance of 17.40 feet; thence N22°5'17"E along the westerly line of said lot 18, a distance of 15.58 feet; thence N33°34'31"E along the westerly line of said lot 18, a distance of 16.60 feet; thence N31°47'11"E along the westerly line of said lot 18, a distance of 33.56 feet; thence N31°49'05"E, along the westerly line of said lot 18, a distance of 3.57 feet; thence N43°32'01"E, along the westerly line of said lot 18, a distance of 33.71 feet, to the northerly corner of said lot 18; thence S19°40'55"W along the easterly line of said lot 18, a distance of 27.32 feet; thence S4°17'50"W along the easterly line of said lot 18, a distance of 21.22 feet; thence S1°28'35"E along the easterly line of said lot 18, a distance of 25.23 feet; thence S0°42'32"E along the easterly line of said lot 18, a distance of 34.19 feet; thence S13°12'07"W, a distance of 127.80 feet to a point on the southerly line of said lot 17; thence S11°54'08"W, a distance of 58.36 feet; thence S28°32'39"W, a distance of 13.41 feet to a point on the southerly line of said lot 16; thence S0°0'00"E, a distance of 61.01 feet to a point on the southerly line of said lot 15; thence S89°26'53"W along said southerly line of said lot 15, a distance of 68.74 feet to the Point of Beginning.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty-Two Thousand Five Hundred Five Dollars and no/100 ($22,505.00) in the manner following, to-wit: cash at closing.

4. Buyer, at its discretion, will order a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are, reasonable wear and tear excepted.

7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 31, 2008.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer.

9. Buyer will pay 100% closing costs; the Seller 0%.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER
Unified School District #259 of Wichita, KS:

Connie Dietz

ATTEST:

Mike Williams

SEAL OF USD 259 WICHITA PUBLIC SCHOOLS Sedgwick County KS USA

BUYER
City of Wichita, KS, a Municipal Corporation:

Carl Brewer, Mayor

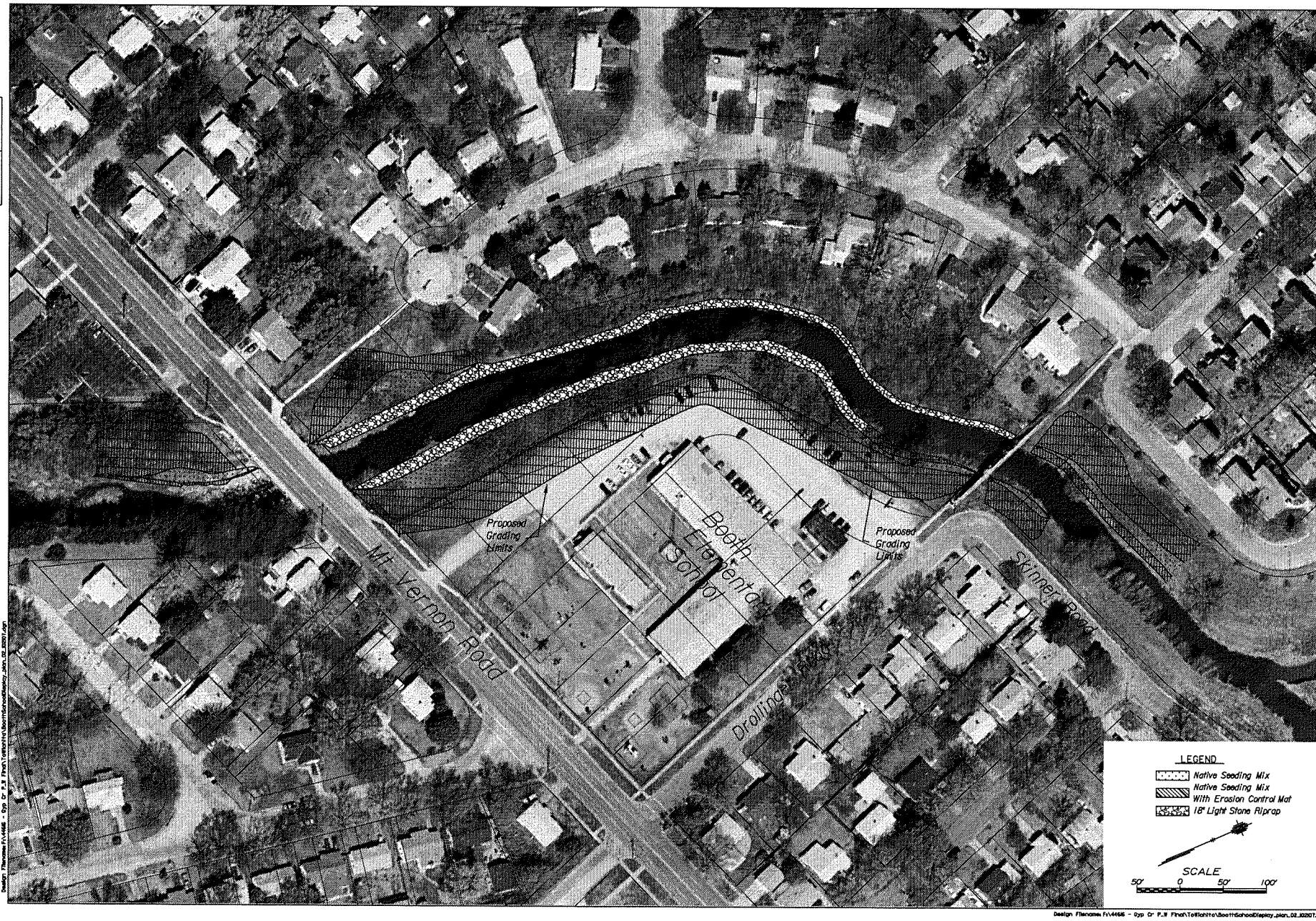
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

E SKINNER ST
S FAULDERS LN
GREENDALE ADD
GREENDALE ADD REPLAT RES A
BUILDERS 6TH ADD
S DROLLINGER RD
S LEXINGTON ST
E MT VERNON RD
0 55 110 220ft
Powered by GeoSmart.net



GYPSUM CREEK FLOOD CONTROL PROJECT
PROPOSED GRADING NEAR
BOOTH ELEMENTARY SCHOOL

CITY OF WICHITA, KANSAS

HNTB
7450 W 130th St., Suite 400
Overland Park, KS 66213
(913) 491-9333

SHEET NO. | TOTAL SHEETS 65

NO.	DATE	REVISIONS	BY	APP'D
4				
3				
2				
1				

APPROVED
DESIGNED | DETAILED
DESIGN CK. | DETAIL CK.
QUANTITIES | TRACED
QUAN.CK. | TRACE CK.

Design Filename: F:\44616 - Gyp Cr P_W Final\ToWichita\BoothSchoolDisplay_plan_02_102507.dgn

Agenda Item No. 17b.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5920 East Mt. Vernon for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

- -

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires partial acquisitions of ten parcels along the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5920 E. Mt. Vernon is one of the ten parcels. This is the site of the former Booth School owned by USD 259. The acquisition involves the southwest part of the site.

Analysis: The proposed acquisition area is 18,003.8 square feet for Gypsum Creek. The proposed area includes the existing drive from Mt. Vernon and parking. The improvements are not impacted by the project. The landowner accepted the appraised offer of $22,505 ($1.25 per square foot).

Financial Considerations: $24,005 is the requested budget for the acquisition of this parcel. This amount includes the $22,505 purchase price and $1,500 for closing costs and title insurance. The funding source is General Obligation Bonds repaid by Stormwater Utility Funds.

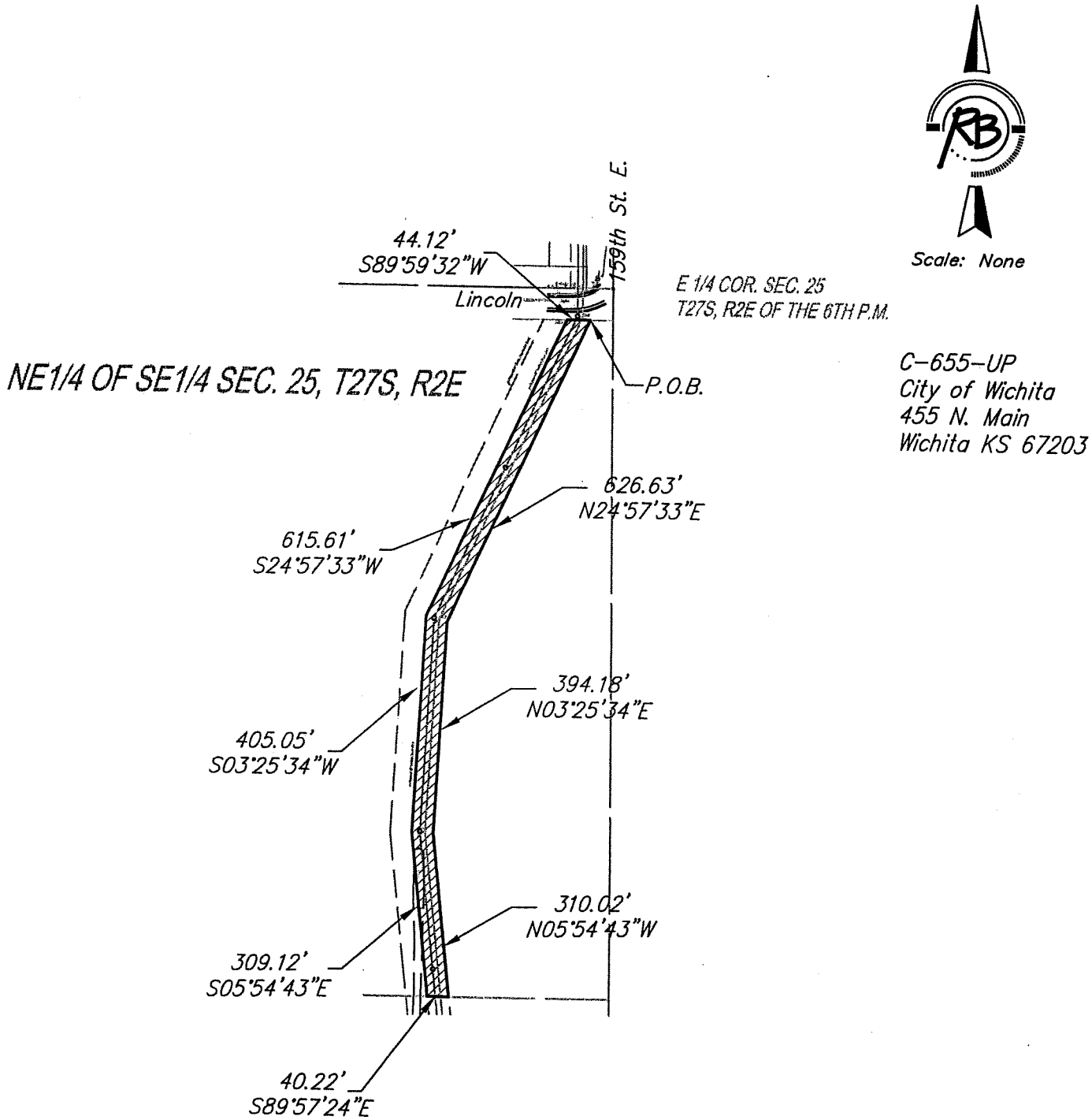
Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

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

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

Attachments: Real Estate purchase agreement and aerial maps.

SANITARY SEWER EASEMENT EXHIBIT



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www.rbkansas.com
(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

RB JOB	DRAWN
2270X	PDC
SHEET 1 OF 2	DATE 12/12/05

SANITARY SEWER EASEMENT EXHIBIT

C-655-UP
City of Wichita
455 N. Main
Wichita KS 67203

Legal Description

A tract of land described as follows:

Commencing at the Northeast Corner of the Southeast Quarter, Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence S 00° 04' 51" E, along the east line thereof, a distance of 60.00 feet; thence S 89° 59' 32" W, a distance of 42.24 feet, for a point of beginning, being on the south right-of-way line of Lincoln St.; thence continuing S 89° 59' 32" W, a distance of 44.12 feet; thence S 24° 57' 33" W, a distance of 615.61 feet; thence S 03° 25' 34" W, a distance of 405.05 feet; thence S 05° 54' 43" E, a distance of 309.12 feet, to the south line of the Northeast Quarter of said Southeast Quarter; thence S 89° 57' 24" E along said south line, a distance of 40.22 feet; thence N 05° 54' 43" W, a distance of 310.02 feet; thence N 03° 25' 34" E, a distance of 394.18 feet; thence N 24° 57' 33" E, a distance of 626.63 feet, to the point of beginning; containing 53,212 square feet more or less.

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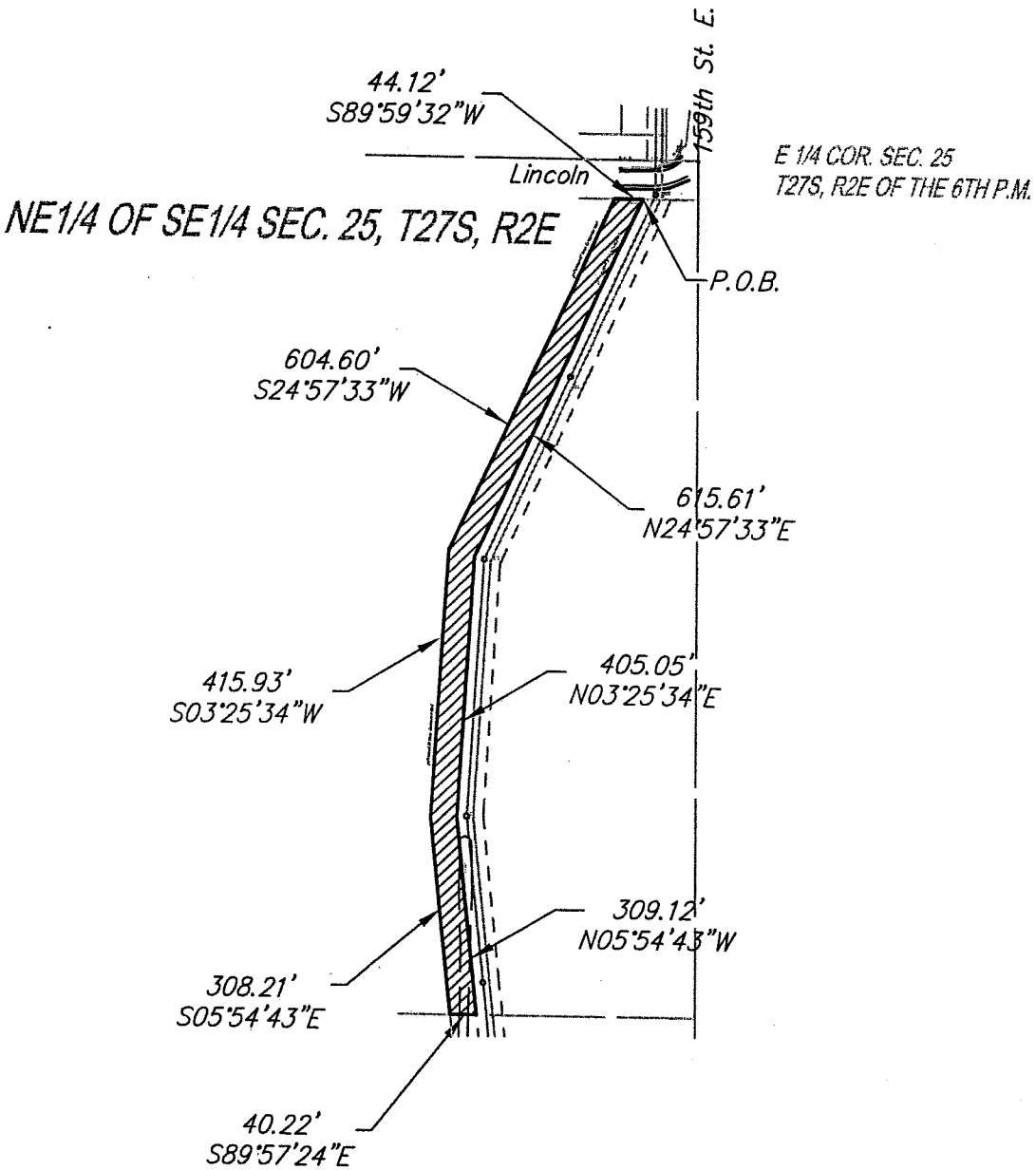
RB JOB	DRAWN
2270X	PDC
SHEET 2 OF 2	DATE 12/12/05

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



Scale: 1" None

C-655-UP
City of Wichita
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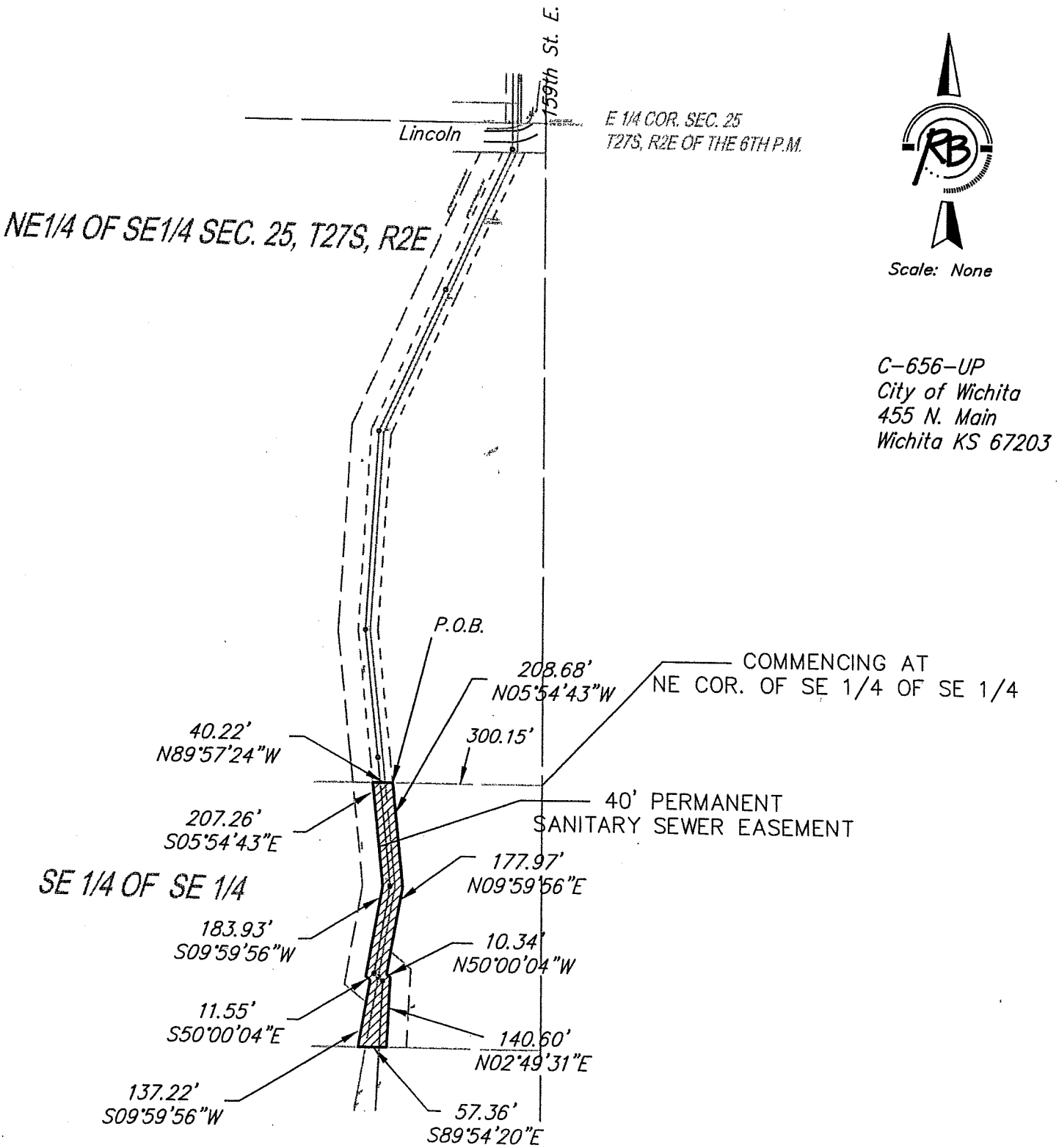

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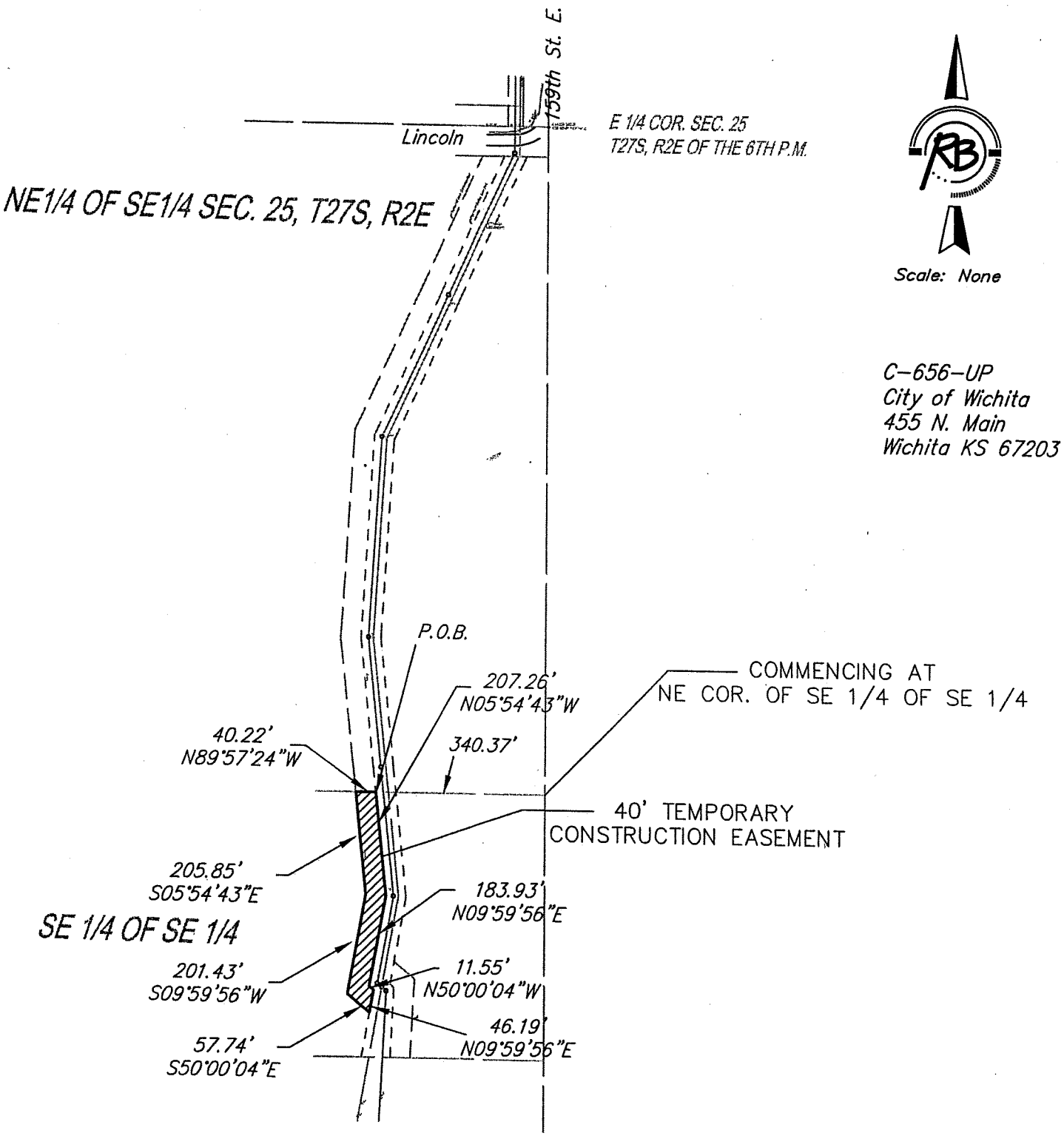

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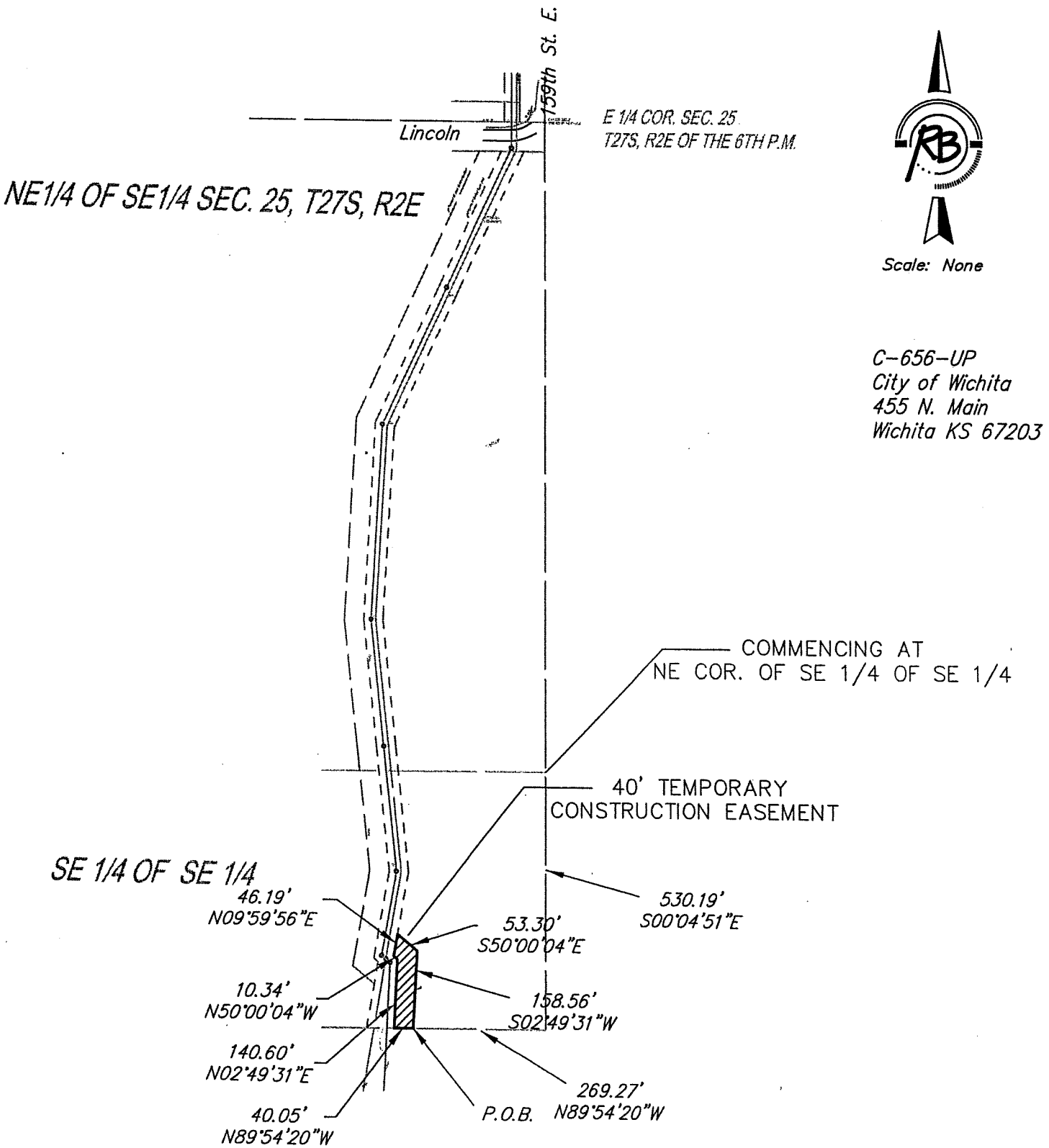

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Four Mile Creek and Crestview Interceptor

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this _____ day of _____, 2008 by the City of Wichita, KS, a Municipal Corporation, herein referred to as "Grantor(s)", party of the first part and the City of Wichita, KS, a Municipal Corporation, herein referred to as "Grantee(s)", party of the second part.

WITNESSETH: That Grantor(s), in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto said Grantee a temporary construction easement for the purpose of constructing, maintaining, and repairing utilities, over, along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

Commencing at the Northeast Corner of the Southeast Quarter, Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence S00°04' 51" E, along the East line thereof, a distance of 60.00 feet; thence S89°59' 32" W, a distance of 86.36 feet, for a point of beginning; thence continuing S89°59' 32" W, a distance of 44.12 feet; thence S24°57' 33" W, a distance of 604.60 feet; thence S03°25' 34" W, a distance of 415.93 feet; thence S05°54' 43" E, a distance of 308.21 feet; thence S89°57' 24" E, a distance of 40.22 feet; thence N05°54' 43" W, a distance of 309.12 feet; thence N03°25' 34" E, a distance of 405.05 feet; thence N24°57' 33" E, a distance of 615.61 feet, to the point of beginning; containing 53,212 square feet more or less.

And

Commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter, Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence N89°57' 24" W, a distance of 340.37 feet for a point of beginning; thence continuing N89°57' 24" W, a distance of 40.22 feet; thence S05°54' 43" E, a distance of 205.85 feet; thence S09°59' 56" W, a distance of 201.43 feet; thence S50°00' 04" E, a distance of 57.74 feet; thence N09°59' 56" E, a distance of 46.19 feet; thence N50°00' 04" W, a distance of 11.55 feet; thence N09°59' 56" E, a distance of 183.93 feet; thence N05°54' 43" W, a distance of 207.26 feet to the point of beginning; containing 17,355 square feet more or less.

And

Commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter, Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence S00°04' 51" E, along the East line thereof, a distance of 530.19 feet to the north line of the Four Mile Creek Addition; thence N89°54' 20" W, a distance of 269.27 feet, for a point of beginning; thence continuing N89°54' 20" W, a distance of 40.05 feet; thence N02°49' 31" E, a distance of 140.60 feet to the north line of the Four Mile Creek Addition; thence N50°00' 04" W, a distance of 10.34 feet; thence N09°59' 56" E, a distance of 46.19 feet; thence S50°00' 04" E, a distance of 53.30 feet; thence S02°49' 31" W, a distance of 158.56 feet to the point of beginning; containing 7,256 square feet more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utilities for a period of 12 Months from the date of execution. This temporary easement shall expire automatically at the end of the 12 Months.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

THE CITY OF WICHITA, KS, A MUNICIPAL CORPORATION:

_____
Carl Brewer, Mayor

_____
Karen Sublett, CMC, City Clerk

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On _____ day of _____, 2008, this easement was acknowledged before me by Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, KS, a Municipal Corporation.

_____
Notary Public

My Commission expires: _____

PERMANENT EASEMENT

THIS EASEMENT made this _____ day of _____, 2008 by the City of Wichita, KS, a Municipal Corporation, herein referred to as “Grantor(s)”, party of the first part and the City of Wichita, KS, a Municipal Corporation, herein referred to as “Grantee(s)”, party of the second part.

WITNESSETH: That Grantor(s), in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto said Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing sanitary sewer utility, over, along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

Commencing at the Northeast Corner of the Southeast Quarter, Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence S00°04' 51" E, along the East line thereof, a distance of 60.00 feet; thence S89°59' 32" W, a distance of 42.24 feet, for a point of beginning; being on the south right-of-way line of Lincoln Street; thence continuing S89°59' 32" W, a distance of 44.12 feet; thence S24°57' 33" W, a distance of 615.61 feet; thence S03°25' 34" W, a distance of 405.05 feet; thence S05°54' 43" E, a distance of 309.12 feet, to the south line of the Northeast Quarter of said Southeast Quarter; thence S89°57' 24" E along said south line, a distance of 40.22 feet; thence N05°54' 43" W, a distance of 310.02 feet; thence N03°25' 34" E, a distance of 394.18 feet; thence N24°57' 33" E, a distance of 626.63 feet, to the point of beginning; containing 53,212 square feet more or less.

And

Commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter, Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence N89°57' 24" W, a distance of 300.15 feet, along the north line thereof, for a point of beginning; thence continuing N89°57' 24" W,

a distance of 40.22 feet; thence S05°54' 43" E, a distance of 207.26 feet; thence S09°59' 56" W, a distance of 183.93 feet; thence S50°00' 04" E, a distance of 11.55 feet; thence S09°59' 56" W, a distance of 137.22 feet to the north line of the Four Mile Creek Addition; thence S89°54' 20" E, a distance of 57.36 feet; thence N02°49' 31" E, a distance of 140.60 feet; thence N50°00' 04" W, a distance of 10.34 feet; thence N09°59' 56" E, a distance of 177.97 feet; thence N05°54' 43" W, a distance of 208.68 feet to the point of beginning; containing 22,586 square feet more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

THE CITY OF WICHITA, KS, A MUNICIPAL CORPORATION:

_____
Carl Brewer, Mayor

_____
Karen Sublett, CMC, City Clerk

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On _____ day of _____, 2008, this easement was acknowledged before me by Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, KS, a Municipal Corporation.

_____
Notary Public

My Commission expires: _____

Agenda Item No. 17c.

CITY OF WICHITA
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 15800 East Harry for the Crestview Country Club Interceptor, Phase II (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 18, 2004, City Council approved the resolution authorizing construction of the Crestview Country Club Sanitary Sewer Interceptor. The second phase of the sanitary sewer project will run parallel with the existing service line and will provide capacity relief due to the rapid growth in northeast Wichita. This project requires the acquisition of six permanent easements and seven temporary construction easements. This particular site is comprised of 53.85 acres, of which 1.74 acres will be granted for permanent easement and 1.79 acres as temporary construction easement.

Analysis: The subject parcel is on vacant city-owned land and adjacent to the north of the Water & Sewer Department Four-Mile Creek facility. The permanent easement will be forty-five feet wide. The temporary easement is also forty-five feet wide. All improvements will be underground with the exception of manholes. The site will be restored to its current state and continue to be maintained as open space.

Financial Considerations: There is no cost to the City.

Goal Impact: Granting this easement assists in providing efficient infrastructure and supporting core neighborhoods.

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

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

Attachments: Permanent easement, temporary construction easement, aerial and tract maps.

Senior Management Expenses
For the Month of December 2007

Employee by Department	Purpose	Amount
16-Transit		
Jay Banasiak, General Manager	Preproduction Mtg, prior to WT purchase of 6 vans, Salina KS	$ 67.90
17-Park		
Karen Walker, Assistant Director of Parks	NRPA Nat'l Executive Development School, Albuquerque NM	1,414.69
Total		**$ 1,482.59**

a. (490-136/472-83626) IMPROVING SUNVIEW, ELLIS, MARIE & 44TH STREET SOUTH (West of Hydraulic, South of 44th Street South), as authorized by Resolution No. R-04-060, adopted February 10, 2004, and published February 13, 2004. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $134,700.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District III)

b. (490-127/472-84105) IMPROVING AKSARBEN, AUTUMN RIDGE, KIWI, & DECKER (North of 13th, West of 135th Street West), as authorized by Resolution No. R-04-560, adopted October 12, 2004, and published October 15, 2004. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $316,300.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)

c. (490-048/472-84206) CONSTRUCTING AN ACCEL/DECEL LANE ON THE SOUTH SIDE OF 21ST STREET NORTH (South of 21st, West of Greenwich), as authorized by Resolution No. R-05-248, rescinded by R-06-194, rescinded by R-06-426, adopted May 3, 2005, April 25, 2006 & August 15, 2006, and published May 6, 2005, April 27, 2006 & August 18, 2006. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $251,400.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

d. (490-057/472-84215) IMPROVING 30TH ST., CUSTER, CHASE, ST. PAUL (South of Pawnee, West of Meridian), as authorized by Resolution No. R-05-303, adopted June 7, 2005, and published June 10, 2005, corrected & republished July 14, 2005. Petition for this improvement was signed by owners representing 64.44% of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $103,100.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District IV)

e. (490-110/472-84227) IMPROVING JADE AVE., SUNFLOWER DR., CEDARDALE AVE., (South of 63rd St. South, West of Clifton), as authorized by Resolution No. 05-606, adopted November 15, 2005, and published November 21, 2005. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $426,900.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District III)

f. (490-059/472-84241) IMPROVING 26TH ST.CIRCLE NORTH INCLUDING THE CUL-DE-SAC (South of 29th St. N., West of Greenwich), as authorized by Resolution No. 05-319, adopted June 14, 2005, and published June 17, 2005. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $224,800.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis.(District IV)

g. (490-121/472-84246) IMPROVING MAINSGATE, EAGLE, WOODRIDGE, DAVIN CIR., INCLUDING THE EMERGENCY ACCESS EASEMENT, CUL-DE-SAC & SIDEWALK (North of 21st, West of 127th St. East), as authorized by Resolution No. 05-420, rescinded by 05-499, rescinded by 06-421, adopted August 9, 2005, October 4, 2005, August 8, 2006, and published August 12, 2005, October 7, 2005, August 11, 2006. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $432,700.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

h. (490-090/472-84271) IMPROVING TARA FALLS, TARA FALLS CT., PAWNEE, WILLOWGREEN/WILLOWGREEN CIR., WILLOWGREEN CT., CASA BELLA INCLUDING THE CUL-DE-SAC (North of Pawnee, West of 127th St. East), as authorized by Resolution No. 05-681, adopted December 20, 2005, and published December 29, 2005. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $375,800.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

i. (490-107/472-84297) IMPROVING ZIMMERLY COURT INCLUDING THE CUL-DE-SAC (North of Harry, West of 127th St. East), as authorized by Resolution No. R-05-550, adopted November 1, 2005, and published November 5, 2005. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $90,600.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

j. (490-085/472-84298) IMPROVING MASCOT (North of 29th Street North, West of Arkansas Ave.), as authorized by Resolution No. 05-544, adopted November 1, 2005, and published November 4, 2005, corrected & republished December 11, 2006. Petition for this improvement was signed by owners representing 54.22% of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $228,700.00 is to be apportioned 90% payable by the improvement district; 10% payable by the City At Large to the improvement district. The cost has been assessed on a square foot basis. (District VI)

k. (490-086/472-84299) IMPROVING UNIVERSITY, MAPLE LANE TO ARAPAHO (South of Maple, East of Ridge), as authorized by Resolution No. 05-543, rescinded by 07-264, adopted November 1, 2005, rescinded April 24, 2007, and published November 4, 2005, April 26, 2007. Petition for this improvement was signed by owners representing 61.22% of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $102,900.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)

l. (490-120/472-84324) IMPROVING MARBLEFALLS, HOBBY, MANTANE & INCLUDING SIDEWALK (North of 45th St. North, West of Hillside), as authorized by Resolution No. 05-595, adopted November 8, 2005, and published November 17, 2005. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $438,900.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District I)

m. (490-096/472-84364) IMPROVING BAYSIDE CT., WEST ST., BAYSIDE, PARADISE/PARADISE CT., INCLUDING THE CUL-DE-SAC (West of West St., North of 21st), as authorized by Resolution No. 06-040, adopted January 24, 2006, and published January 27, 2006, corrected & republished February 21, 2006 & February 24, 2006. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $776,500.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)

n. (490-148/472-84393) IMPROVING ONEWOOD, CITYVIEW, CITY VIEW CIR., CITY VIEW CT., INCLUDING THE CUL-DE-SAC (South of Maple, East of 151st St. West), as authorized by Resolution No. 06-140, rescinded by 07-130, adopted March 21, 2006 & February 13, 2007, and published March 23, 2006 & February 15, 2007. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $410,400.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)

o. (490-119/472-84404) IMPROVING WILSON ESTATES CT., WATER DISTRIBUTION NO. 448-90191 & LATERAL 89, MAIN 22, WAR INDUSTRIES SEWER 468-84181 (South of 21st, West of Webb), as authorized by Resolution No. 06-205,06-206 & 06-207, rescinded by 06-330, adopted May 2, 2006 & June 6, 2006, and published May 4, 2006 & June 8, 2006. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $267,700.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

p. (490-125/472-84416) IMPROVING 50TH ST. SOUTH, OSAGE/OSAGE CIRCLE, INCLUDING THE CUL-DE-SAC & SIDEWALKS (South of 47th Street South, East of Seneca), as authorized by Resolution No. R-06-348, rescinded by Resolution No. R-06-462, adopted June 6, 2006 & September 12, 2006, and published June 8, 2006 & September 15, 2006. Petition for this improvement was signed by owners representing 75.67% of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $221,500.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District IV)

q. (490-123/472-84423) IMPROVING MT. VERNON, TRIPLE CROWN, MT. VERNON CT., INCLUDING THE CUL-DE-SAC & SIDEWALKS (East of 127th Street East, North of Pawnee), as authorized by Resolution No. 06-373, adopted June 27, 2006, and published June 30, 2006. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $433,000.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

r. (490-122/472-84425) IMPROVING MICHELLE (West of 127th Street East, North of Pawnee), as authorized by Resolution No. R-06-369, adopted June 20, 2006, and published June 22, 2006. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $49,300.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

s. (490-138/472-84471) CONSTRUCTING PAVEMENT ON THE SOUTH 100 FEET OF THE NORTH-SOUTH ALLEY (North of Pawnee, between Ida and Laura), as authorized by Resolution No. 06-584, adopted November 7, 2006, and published November 10, 2006 corrected & republished December 8, 2006 & December 27, 2006 & Janury 5, 2007. Petition for this improvement was signed by owners representing 1 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $22,200.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District III)

t. (491-022/472-84536) FACADE IMPROVEMENTS AT 208 S. MARKET (East of Market, South of William), as authorized by Resolution No. 07-223, adopted April 3, 2007, and published April 5, 2007. Petition for this improvement was signed by owners representing 0 of the property ownership. The Statement of Cost approved December 11, 2007 in the amount of $280,500.00 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District III)

GROUP # 12

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at ***608 North Madison*** and legally described as: Lots 38 and 40, on Locust Street, now Madison Avenue, in Stites Bros. Second Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 18, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one-story frame dwelling about 26x26 feet in size. Vacant for at least 3 years, this structure has cracking and shifting block basement walls; damaged vinyl siding; badly worn and damaged composition roof with missing shingles and holes; rotted front porch deck with missing supports; collapsing rear porch cover; rotted wood trim; and the 15x20 foot accessory garage is dilapidated.

(b) Street Address: 608 North Madison

(c) Owners:
William W. Burney, Jr
6608 Pepperwood Ct.
Wichita, KS 67226

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 38 AND 40, ON LOCUST STREET, NOW MADISON AVENUE, IN STITES BROS. SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **608 NORTH MADISON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of February 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 18th day of March 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 38 and 40, on Locust Street, now Madison Avenue, in Stites Bros. Second Addition to Wichita, Sedgwick County, Kansas, known as: 608 North Madison, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. A one-story frame dwelling about 26x26 feet in size. Vacant for at least 3 years, this structure has cracking and shifting block basement walls; damaged vinyl siding; badly worn and damaged composition roof with missing shingles and holes; rotted front porch deck with missing supports; collapsing rear porch cover; rotted wood trim; and the 15x20 foot accessory garage is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of February 2008.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: January 7, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 608 North Madison

LEGAL DESCRIPTION: Lots 38 and 40, on Locust Street, now Madison Avenue, in Stites Bros. Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 26x26 feet in size. Vacant for at least 3 years, this structure has cracking and shifting block basement walls; damaged vinyl siding; badly worn and damaged composition roof with missing shingles and holes; rotted front porch deck with missing supports; collapsing rear porch cover; rotted wood trim; and the 15x20 foot accessory garage is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. The building has parts, which are so attached that they may fall and injure other property or the public.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

GROUP # 12

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at ***2306 East Random*** and legally described as: Lot 23, Block 4, Parkmore Addition, Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 18, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one-story frame dwelling about 45x34 feet in size. Vacant for over 3 years, this structure has cracking and shifting block basement walls; rotted wood lap siding; badly worn composition roof, with missing shingles; cracked and shifting concrete front porch; and rotted wood trim.

(b) Street Address: 2306 East Random

(c) Owners:
Jocelyn Jones
2725 N. Erie
Wichita, KS 67219

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 23, BLOCK 4, PARKMORE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **2306 EAST RANDOM** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of February 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 18th day of March 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 23, Block 4, Parkmore Addition, Wichita, Sedgwick County, Kansas, known as: 2306 East Random, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. A one-story frame dwelling about 45x34 feet in size. Vacant for over 3 years, this structure has cracking and shifting block basement walls; rotted wood lap siding; badly worn composition roof, with missing shingles; cracked and shifting concrete front porch; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of February 2008.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: January 7, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2306 East Random

LEGAL DESCRIPTION: Lot 23, Block 4, Parkmore Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 45x34 feet in size. Vacant for over 3 years, this structure has cracking and shifting block basement walls; rotted wood lap siding; badly worn composition roof, with missing shingles; cracked and shifting concrete front porch; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

Agenda Item No. 21.

City of Wichita
City Council Meeting

February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures (District I)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On January 7, 2008, the Board of Code Standards and Appeals (BCSA) held a hearing on the following two (2) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

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

Property Address	Council District
a. 608 North Madison	I
b. 2308 East Random	I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

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

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place this matter on the agenda for a Hearing before the Governing Body on March 18, 2008 at 9:30 a.m. or as soon thereafter.

Attachments: Letters to Council, Summaries, and Resolutions.

Agenda Item No. 22.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Chisholm Creek Park Shelter Replacement (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution.

Background: On April 20th, 2007, a fire created by vandals completely destroyed the existing large picnic shelter in Chisholm Creek Park. Nothing remains of the previous structure.

The park shelter, built in the spring of 1986, was used extensively by park visitors for picnics and gatherings. The shelter was a custom built all wood structure, approximately 52 feet by 72 feet in size.

Analysis: The park shelter needs to be replaced to meet public demand. The shelter will be replaced with a metal post and standing seam metal roof structure to match the architectural character of the existing Great Plains Nature Center and to prevent reoccurrence of vandalism by fire. The new shelter will be similar in layout and configuration as the original structure.

Financial Considerations: To replace the shelter to the original design specifications will cost $101,710. The cost for a metal post and standing seam metal roof structure is $166,397. The City's self insurance fund will pay the first $97,000 and the Park Department will pay the $3,000 deductible, and Travelers Insurance Company will pay $1,710 to cover the replacement cost of the existing structure. The remaining amount of $64,687 will be transferred from the balance of funds in the 2007 Park Facilities Renovation project.

Goal Impact: The shelter replacement will satisfy citizens with quality of life and help retain citizens in the community. The investment will also help optimize public facilities and assets.

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

Recommendation/Action: It is recommended that the City Council: 1) approve the bonding resolution; 2) authorize initiation of the project; and, 3) authorize all necessary signatures.

Attachment: Bonding resolution.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR REPLACEMENT OF THE CHISHOLM CREEK PICNIC SHELTER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The labor, material and equipment for the replacement of the Chisholm Creek Picnic Shelter and any necessary related improvements or renovations.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated at $166,397, exclusive of the costs of interest on borrowed money with $98,710 expected to be paid from insurance proceeds or risk management funds and $67,687 paid by the City. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K. S. A. 12-689.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____ day of _____ , 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 24.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

- -

Recommendation: Authorize payment of the claim.

Background: This claim results from a motor vehicle accident on January 30, 2005 between a private vehicle and patrol car driven by a Wichita Police officer while on duty. There are three claimants; the driver and two passengers; a child and his mother. The accident resulted in two separate lawsuits.

Analysis: After investigating the claim, evaluating the exent of the claimed damages, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a payment of $92,500 to the vehicle driver, $17,500 to the adult female passenger and $60,000 to the minor child in full settlement of their claims arising out of this accident. The total settlement would total $170,000. Settlement would include a full release of liability for the City and the City employee and resolution of existing hospital liens. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment of $170,000 is from the Tort Claims Fund.

Goal Impact: Settlement of this claim contributes to the City goal of providing a safe and secure community.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of $170,000 as full settlement of all possible claims from the vehicle passenger arising out of the transactions which are the subject of this claim.

Agenda Item No. 25.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Purchase of x-ray equipment for Explosive Ordinance (EOD) team

INITIATED BY: Wichita Police Department

AGENDA: Consent Agenda

- -

Recommendation: Authorize purchase of x-ray equipment for Explosives Ordinance Disposal (EOD) Team of the Wichita Police Department.

Background: The Wichita Police Department has employed members trained as explosives technicians for years. These personnel make up the Explosives Ordinance Disposal (EOD) team for the Department, the only such unit in the south central region of the state. The x-ray equipment is an integral part of their ability for an effective response and is valued as an important safety tool. The x-ray equipment currently used by the EOD team is obsolete as parts for repair are not available and the film used with the current equipment will not be manufactured after this year.

Analysis: All EOD technicians are required to attend annual recertification training sponsored by the federal government. During the past 12 months, the "bomb techs" have been trained on real-time x-ray equipment manufactured by LOGOS. The LOGOS x-ray system has been adopted by Department of Homeland Security (DHS) and is the only system technicians are trained on during their recertification. Additionally, all other EOD teams in Kansas have transitioned to the LOGOS. It is important that all EOD teams throughout the state operate with the same equipment in the event a large-scale disaster occurs, which would require these teams to work together. LOGOS is the only company making the x-ray system with a self-wiping screen. The fact that WPD "bomb techs" have already trained with this equipment during recertification and with other EOD teams would negate expenditures for training by the manufacturer reducing the cost of this purchase.

Financial Considerations: The cost for the LOGOS system is $32,476.00. This will be funded with JAG grants.

Goal Impact: Provide for a safe and secure community.

Legal Considerations: None

Recommendations/Actions: Authorize the purchase of the LOGOS system as a sole source vendor.

CONTRACT AMENDMENT

FOR

2008 PROPERTY, LIABILITY AND EXCESS WORKMEN'S COMPENSATION INSURANCE PLACEMENT SERVICES

THIS CONTRACT AMENDMENT is entered into this 1st day of January, 2008 by and between the **CITY OF WICHITA, KANSAS,** A Municipal Corporation, Party of the First Part, hereinafter called **"CITY", and MARSH USA, INC.**, (Performance Vendor Code Number-361436000-002), 2405 Grand Boulevard, Suite 1500, Kansas City, MO 64108, Telephone Number (816) 556-4229, hereinafter called **"VENDOR".**

WITNESSETH THAT:

WHEREAS, on the 1st day of January, 2005, the above-named parties entered into a contract for providing **2005 Property, Liability and Excess Worker's Compensation Insurance Placement Services** [(Formal Proposal – FP400097) (Commodity Code Number-95377]; for the Finance Department, Risk Management Division of the City of Wichita as per the proposal and specifications on October 8, 2004; and

WHEREAS, the specifications for the proposal specified the terms of the contract was to be for one year with options to renew for four (4) successive one year terms; and

WHEREAS, the existing contract provides that if the City elects to add additional insurance not now in effect, additional fees will be negotiated between the City and Marsh USA, Inc.

WHEREAS, on the 20th day of December, 2005, the parties increased the fees payable to the **VENDOR** by $9,500 for placement of additional insurance; and,

WHEREAS, the parties now wish to modify and amend the contract to include the following:

1. **Compensation.** The **CITY** agrees to pay to the **VENDOR** an additional amount of **$1,000 for Property, Liability and Excess Worker's Compensation Insurance Placement Services to be added to the current annual fee of $54,500 for a total of <u>$55,500</u> for the 2008 and 2009 term.**

The new insurance coverage and activities incorporated by this amendment is:

Foreign Travel and Accident Insurance for City Council and City Staff

2. The terms of this contract amendment will be from **January 1, 2008 through December 31, 2008** with one (1) additional one year option under the same terms and conditions, by mutual consent of both the **CITY** and the **VENDOR.**

3. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

These provisions have been approved by the City Council on December 20, 2005.

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of January 2005 and the first Amendment to the contract dated December 20, 2005 are hereby reaffirmed and re-executed for and on behalf of these parties except for the modification and change in **Item #1** above.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

Karen A. Sublett
City Clerk

THE CITY OF WICHITA, KANSAS

Carl Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf, by BKM

Gary E. Rebenstorf
Director of Law

Date

MARSH USA

Sheryl J. Manger

(Signature)

Sheryl Manger
(Printed Name)

Senior Vice-President
(Title)

Approved / Accepted By City Council
This 12-7-04

PROPERTY, LIABILITY AND EXCESS WORKMAN'S COMPENSATION INSURANCE PLACEMENT SERVICES AGREEMENT

THIS CONTRACT is entered into this 1st day of January 2005 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Marsh USA Inc.(hereinafter referred to as MARSH).

WHEREAS: MARSH is an indirectly, wholly-owned subsidiary of Marsh & McLennan Companies, Inc., a Delaware corporation which is publicly owned and traded on the New York Stock Exchange; and,

WHEREAS: The City issued RFP NO. FP400097, 2005 Property, Liability and Excess Workman's Compensation Insurance Placement Services; and,

WHEREAS: MARSH submitted a proposal for RFP No. FP400097 on October 13, 2004; and,

WHEREAS: The City's Staff Screening and Selection Committee reviewed all proposals and recommended the contract award to MARSH on November 10, 2004; and,

WHEREAS: The City desires to engage MARSH to provide insurance placement and brokerage services as set forth in RFP No. FP400097.

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

SECTION 1. SCOPE OF SERVICES. MARSH, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform the services outlined on Exhibit B pursuant to the performance criteria set forth on Exhibit C .

SECTION 2. TIME OF PERFORMANCE. The services of MARSH are to commence as soon as practicable on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2005; Provided, however, the parties may extend the term of this contract with the options to continue this agreement for four (4) successive one (1) year terms by mutual agreement of both parties.

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Books and Records. The City is entitled to copies of reports and/or documents relating to its account (other than internal Marsh correspondence). However, files (other than copies of

04-1166A

insurance policies which are retained indefinitely) will be retained for five years after the expiration of a particular policy's term.

B. Documentation of Costs. All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. MARSH, at such times and in such forms as the City may reasonably require, shall furnish to the City such statements, records, reports, data and information as the City may reasonably request pertaining to matters covered by this contract. MARSH will submit said reports on the date(s) designated by the City. In addition, MARSH will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. Audits and Inspections. MARSH shall at any time during normal business hours, upon reasonable prior written notice and as often as the City may deem reasonably necessary make available to the City for examination reports and data with respect to all matters covered by this contract.

SECTION 4. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age Marsh further agrees to comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 5. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services provided per Exhibit B.

SECTION 6. ASSIGNABILITY. MARSH shall not assign any interest in this contract without prior written consent of the City, except that Marsh may delegate all or a portion of its duties hereunder to affiliates or subcontractors or Marsh, such delegation not to relieve Marsh of its obligations hereunder.

SECTION 7. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted.

SECTION 8. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Marsh. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of MARSH or MARSH's representative(s) purchased with funds under this contract shall be returned to the City promptlyupon the termination of the contract. MARSH shall be responsible for any item(s) which are included on the Marsh's inventory list. If these items are not returned to the City, Marsh shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the MARSH, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

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

B. Total Payments. Payments to MARSH will total $45,000.00 provided there is no change in insurance coverage. If the City elects to add additional insurance coverage not now in effect, additional fees will be negotiated between the City and MARSH. Marsh shall use best efforts to place all coverages on a net of commission basis. If it is not possible to place a coverage on a net of commission bais, Marsh will disclose to the City any commissions received by Marsh and credit them against the annual fee. In the event such commissions for a contract year exceed Marsh's annual fee for that year, then excess commissions will be returned to the City if permitted by law. Otherwise, excess commissions will be carried forward and applied against Marsh's annual compensation for subsequent years if permitted by law. Such commissions do not include, and Marsh shall be entitled to receive and retain, wholesale commissions with respect to placements for the City. Marsh will disclose to the City any such wholesale commissions collected by Marsh.

C. Restriction on Disbursement. No tax funds shall be disbursed to a subcontractor of MARSH except pursuant to a written contract that incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any reasonable additional conditions that may be imposed by the City.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by MARSH that is not cured within 30 days from the date Marsh recieves notice of such breach from the CIty, the

City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract.

Either party shall have the right to terminate this contract upon 90 days' prior notice to the other. In the event of termination by the City for convenience prior to expiration, Marsh's compensation for the contract year will be deemed earned in accordance with the following schedule, for services performed through the termination date: 60% at commencement of term of Agreement; 75% after four months; and 100% after seven months. In the event of a termination by the City for breach of contract, or any termination by Marsh prior to expiration, Marsh's annual compensation will be deemed earned on a daily pro-rata basis.

In the event of termination, Marsh will assist the City in arranging a smooth transition process. However, Marsh's obligation and the obligation of its affiliates to provide services to the City will cease upon the effective date of termination, unless otherwise agreed in writing.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and MARSH mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. City Council Approval. Any changes in the approved budget must be requested and justified in writing. Changes over $10,000 must be presented to and approved by the City Council.

C. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager that such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Council's Agenda for consideration by the governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by MARSH.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of law provisions. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon

and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

SECTION 16. APPENDICES. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

EXHIBIT A - Nondiscrimination and Equal Employment Opportunity Statement

EXHIBIT B - Scope of Services

EXHIBIT C - Schedule of Insurance in Force

EXHIBIT D – Performance Criteria-Request for Proposal Number FP400097.

IN WITNESS WHEREOF, the parties have executed this contract on the 4th day of April, 2005.

7/5/05

MARSH USA
Marcus A. Henley, Vice President

ATTEST:

Karen Sublett, City Clerk

6-29-05
Date

THE CITY OF WICHITA, KANSAS

Carlos Mayans, Mayor

28 June 05
Date

Approved as to Form:

Gary Rebenstorf, Director of Law

6-27-05
Date

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

EXHIBIT B

SCOPE OF SERVICES

Marsh is engaged as the City's insurance, risk management and risk financing advisor and insurance broker, and shall perform the following services for the City, with respect to the following lines of insurance coverage: property and casualty, general liability, business interruption and excess worker's compensation:

a. Assist in reducing the City's overall risk management cost;

b. Facilitate the City's ability to protect its corporate assets;

c. Provide a high level of customer service in helping the City assess and manage its risk;

d. Provide an efficient and cost effective means of processing information and claims.

e. Survey the insurance markets:

f. Provide multiple quotes, if available, for each classification of risk protection purchased as detailed in the preamble above;

g. Assist City staff in understanding the nuances of each coverage suggested, the costs, the exclusions, limitations and similar details;

h. Bring new information, legislation and new products and ideas for improvement to the City;

i. Work with the City to assess the City's risks;

j. Identify and negotiate on the City's behalf with insurers and keep the City informed of significant developments. Marsh shall be authorized for purposes of this Agreement to represent and assist the City in all discussions and transactions with all insurers, provided that Marsh shall not place any insurance on behalf of the City unless so authorized by the City;

k. Assist with documentation and other steps to obtain commitments for and implement the City's insurance program upon the City's instructions, it being understood that Marsh will not independently verify or authenticate City-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the City shall be solely responsible for the accuracy and completeness of such information and other documents furnished to Marsh and/or insurers and shall sign any application for insurance. The City understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage;

l. Use its best efforts to place insurance on behalf of the City, if so instructed by the City. However, Marsh does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the City;

m. Monitor published financial information of the City's current insurers and alert the City when the status of one or more of such insurers falls below Marsh's minimum financial guidelines. Marsh will not, however, be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom the City's risks have been placed will be deemed acceptable to the City, in the absence of contrary instructions from the City;

n. Follow up with insurance carriers for timely issuance of policies and endorsements;

o. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverages;

p. Provide coverage summaries for all new coverages and updates on changes to existing coverages;

q. In certain cases, placements which Marsh makes on the City's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. The City will pay such taxes and fees, whenever assessed. To the extent practical, such taxes and fees will be identified by Marsh on invoices covering these placements. Any such taxes and fees collected by Marsh will be promptly remitted by Marsh to the appropriate authorities;

r. Utilize the services of other intermediaries to assist in the marketing of the City's insurance (including brokers in the London and other markets), when in Marsh's professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of Marsh or not related to Marsh. The compensation of such intermediaries is not included in Marsh's compensation under this Agreement and will be paid by insurers out of paid premiums;

s. Keep the City informed of significant changes and/or trends in the insurance marketplace and provide the City with an annual forecast of market conditions;

t. Following placement, deliver binders prior to the expiration of the City's current policies;

u. Process or facilitate the processing of certificates of insurance, bonds and auto identification cards with respect to insurance policies placed by Marsh, as requested by the City;

v. Review audits, rating adjustments, dividend calculations and loss data;

w. Provide the City with detailed invoices, except in the case of direct billing by insurers;

x. Assist the City in establishing claims reporting procedures;

y. Consult with the City regarding specific claims;

z. Follow-up with insurers with respect to timely collection of claims and with respect to the payment of return premiums;

aa. Act as a liaison between the City and insurers;

bb. Assist the City in connection with issues relating to interpretation of insurance policies placed by Marsh;

cc. Conduct strategic planning sessions to review current performance and establish future objectives and strategies for the City's risk and insurance program;

dd. Effective upon the renewal or placement by Marsh of the City's excess insurance program, unless the City gives the Marsh client executive contrary instructions in writing, whenever the Marsh client executive is informed in writing by the City that a claim has been notified to the primary carrier Marsh will notify all applicable excess carriers where Marsh has placed the applicable excess policies or the Marsh client executive has been provided written notice by the City of the applicable carrier and policies. If Marsh is instructed not to provide notice to any excess carrier, Marsh shall have no responsibility for any consequences arising out of the failure to give notice;

ee. Develop a mutually agreeable renewal action plan and timeline that highlights accountability and meets the City's objectives; and

ff. Meet regularly with the City's key people designated by the City's Risk Manager to discuss strategy and open items and if requested, make presentations to public officials.

If Marsh has taken over any existing program or policies implemented by another broker, Marsh will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any actions or omissions occurring prior to Marsh's retention. Within 45 days, Marsh will have completed a review of those programs and policies and will make recommendations it believes are necessary.

Marsh does not speak for any insurer, is not bound to utilize any particular insurer, and does not have the authority to make binding commitments on behalf of any insurer.

EXHIBIT C

CITY OF WICHITA, KANSAS
SCHEDULE OF INSURANCE IN FORCE

Policy Period From	Policy Period To	Details of Coverage (Insuring Company)	Terms	Deductible	Liability Limits	Annual Premium
1-04	01-05	Property insurance - All risk coverage on real and personal property in the City and property for others for which the City is legally liable. Values based on replacement cost basis.	Per occurrence	$ 100,000	$ 382,722,195	$ 454,898
1-04	01-05	Property insurance - Comprehensive coverage for steam boilers, air conditioners and electric motors. Property coverage of repair or replacement cost bases.	Per occurrence	10,000	55,000,000	Included in property
1-04	01-05	Data processing property protection.	Hardware	100,000	10,000,000	Included in property
1-04	01-05	Burglary and/or theft coverage for monies and securities.	Per occurrence	10,000	500,000	7,018
1-04	01-05	Blanket position bond - coverage per dishonest acts of employees.	Per loss Per employee	5,000	1,000,000	Included in burglary
01-04	01-05	Excess workers' compensation for City employees.	Per occurrence - liability imposed by law	500,000	Unlimited	134,298
01-04	01-05	Travel accident insurance.	Per occurrence	-	100,000	1,825
01-04	01-05	Helicopter liability coverage - property damage and bodily injury.	Per occurrence	-	500,000	73,200

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CITY OF WICHITA, KANSAS
SCHEDULE OF INSURANCE IN FORCE
December 31, 2003

Policy Period From	Policy Period To	Details of Coverage	Terms	Deductible	Liability Limits	Annual Premium
CHITA AIRPORT AUTHORITY						
7-04	07-05	Comprehensive general liability and property damage.	Per occurrence	$ 10,000	$ 50,000,000	$ 42,973
4-04	04-05	Underground storage tank liability.	Per occurrence	10,000	1,000,000	3,788
4-04	04-05	Skycap insurance	Per occurrence	0	300,000	1,919
CHITA ART MUSEUM						
1-04	01-05	All risk coverage for fine arts collections, on premises, worldwide transit coverage and other locations, any loss or disaster.	Per occurrence	1,000	50,000,000	40,429
		Permanent collection at insured's premises	Per occurrence	1,000	50,000,000	Included in premium
		Loan collection	Per occurrence	1,000	20,000,000	Included in premium
		Other locations	Per occurrence	1,000	20,000,000	Included in premium
		In transit	Per occurrence	1,000	20,000,000	Included in premium
ICHITA PUBLIC BUILDING COMMISSION - STATE OFFICE BUILDING						
01-04	01-05	Property – buildings, boiler and earnings: State office building and parking facility.	Per occurrence, as scheduled	5,000	27,500,000	33,559
01-04	01-05	Comprehensive general liability.	Per occurrence	1,000	2,000,000	35,209

ADDENDUM TO THE SCOPE OF SERVICES
FP400097
2005 Property, Liability and Excess Worker's Compensation Insurance Placement Services

October 28, 2004

Page 2, Section III, Scope of Services, of the RFP is hereby amended to include the following:

III. SCOPE OF SERVICES

1. The successful firm shall provide the City with the following services:

Design and submit a risk financing plan to the City, market the City's insurance needs with various insurance companies, place appropriate insurance, and provide necessary service for the property and liability insurance listed in Appendix A-Schedule of Insurance in Force and Appendix A-1 (supplementary information).

The City reserves the right to add additional exposures and/or insurance coverage as it determines necessary.

This RFP does not include services related to the administration of the City's self-funded Automobile Liability, General Liability and Worker's Compensation Liability, TPA services, Safety, or general risk management functions.

2. Account Services

In addition to the placement of insurance, the City requires the successful vendor or vendors to perform the following functions:

a. Ensure that insurance coverage is placed with financially responsible insurers (rated A or better) admitted to do business in Kansas.
b. Prepare applications, compile reports and format support information needed and requested by insurance company underwriters. Compile and maintain historical underwriting information. Obtain insurance market coverage options and premium quotes to the Risk Manager at least thirty days prior the requested coverage date. Presentations should include an outline of the insurance policy (endorsement) coverage and exclusions and a summary report of all marketing activity. Bind coverage and provide the City with copies.
c. Review and assure the accuracy of each policy, binder, certificate and endorsement or other documents received from insurers and obtain updates and revisions as necessary.
d. Verify accuracy of all rates and premiums charged.

e. Promptly submit the original and one copy of each insurance policy to the City with any endorsements.
f. Issue, record and track insurance certificates and endorsements as requested by the City.
g. Assist the City in the adjustment and settlement of any losses.
h. Be available to meet quarterly or at other times as requested by the City.

3. Remuneration For Services

The payment for services shall be on a flat fee or fee-for-services basis. All proposers shall submit a fixed fee for services for 2005 with their proposal.

The successful vendor shall obtain a letter from each insurance company that issues a policy for the City that states the insurance policy premium is net of commissions, contingent commissions, marketing service agreement fees, or placement service agreement fees, incentive fees, payments, overrides, pre-placement commissions, or any expense of any kind that would otherwise accrue to the agent/broker and increase the premium paid by the City. The broker/agent must disclose all material facts to the City.

Page 4, Section V., Evaluation Criteria, is hereby amended to read as follows:

V. EVALUATION CRITERIA

A Selection Committee consisting of staff from various City departments will evaluate proposals. At the discretion of the Selection Committee, respondents may be asked to make an oral presentation to clarify information in their submittal. The Selection Committee will make recommendations regarding the selection of broker/agents to the City Council and request authorization to enter into an agreement with the approved firm to coordinate and purchase necessary insurance protection.

Proposals and firms will be evaluated based on the following criteria. If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.

A. Mandatory Elements (Maximum of 30 points)
1. The firm is incorporated and is licensed to conduct business in the State of Kansas.
2. The firm or any officer of the firm does not have a conflict of interest with the City of Wichita, the City's current Council members or senior City staff members.
3. The firm maintains a verifiable record of professionalism and quality work including but not limited accessibility and responsiveness to the client.

B. Technical Qualifications - (Maximum of 30 points)
4. The firm has demonstrated experience and expertise in the industry and experience with governmental operations.
5. The quality of professional staff assigned and adequacy of resources.
6. The firm's demonstrable access to insurance markets relevant to the City's

operations.

C. Approach - (Maximum of 40 points)

7. The firm's philosophy of coverage is articulated; such as, will coverage be based on the previous year's business and activities or will it address changes in risk prior to incidents and claims.
8. The firm's philosophy on claims handling, mechanisms for apprising clients of the status of claims and litigation.
9. The ability of the firm to provide services within the required timeframes.
10. The efficacy and comprehensiveness of services offered relevant to the entire risk management program.
11. The firm's fees are reasonable.

APPENDIX A-1

SUPPLEMENTARY POLICY INFORMATION

City of Wichita Property
Carrier – Allianz
All Risk Coverage Includes: Real Property, Personal Property, Business Interruption, Boiler & Machinery, Data Processing
Insured Value (12/31/03) - $439,214,066
Replacement Cost
Deductible - $100,000 per Occurrence

Wichita Public Building Commission
Carrier – Federal Insurance Co.
Coverage – CGL, Real Property, Boiler & Machinery
Insured Value (12/31/03) - $29,500,000
Replacement Cost
Deductible – CGL $1,000, Property $5,000, B&M $5,000 - $10,000
Limits – CGL $2,000,000 Each Occurrence, $3,000,000 Aggregate

Crime Policy & Blanket Position Bond
Carrier – The Hartford
Coverage –(#1, Employee Theft), (#2, Depositors Forgery or Alteration), (#3, Theft, Disappearance and Destruction), (#4, Computer and Funds Transfer Fraud)
Limits & Deductible - #1, $1,000,000 Limit - $10,000 Deductible, #2, $1,000,000 Limit - $5000 Deductible, #3, $500,000 Limit - $10,000 Deductible, #4, $500,000 Limit - $10,000 Deductible

Excess Worker's Compensation
Carrier – Employers Reinsurance Corporation
Limits – Statutory
Specific Retention (Each Accident or Disease) - $500,000
Term – One Year
2003 WC Payroll - $128,735,887
Est. Number of Employees (2003) – 3099

Travel Accident Insurance
Carrier – Zurich
Coverage – Death & Dismemberment for Elected Officials and Full-Time Employees
Limits - $100,000 per Occurrence, $500,000 Aggregate

Aviation Insurance for 2003 MD Helicopter 500E
Carrier – U.S. Specialty Insurance Co.
Coverage – Physical Damage, Aircraft Liability (BI/PD Including Passenger)
Agreed Value - $1,200,000
Aircraft Hull Limits - $120,000
Liability Limit - $500,000

Wichita Airport Authority
Carrier – ACE Property and Casualty Company
Coverage – Bodily Injury, Personal and Advertising Injury and Property Damage
Limits - $50,000,000
Deductible - $1,000 per Occurrence, $10,000 Annual Aggregate

Underground Storage Tank
Carrier – American Alliance Insurance Company
Coverage – Liability
Limits - $1,000,000 per Environmental Incident, $1,000,000 Aggregate
Deductible - $10,000
Number of Tanks – 24

Skycap Insurance
Carrier – USF&G
Coverage – Liability for Property Damage, Personal and Advertising Injury, Products, Medical Payments, Tenant Legal Liability
Limits - $300,000 per Occurrence, $600,000 Annual Aggregate, $600,000 Products Completed Operations, $10,000 Medical Payments, $300,000 Tenant Legal Liability
Deductible – None

Wichita Art Museum
Carriers – Ace American Insurance Company & AXA Art Insurance Company
Coverage – Standard All-Risk

Limits - $80,858,350 (Premises and Maximum Any One Loss), $20,000,000 (At Other Locations, Transit, International), $40,000,000 (Legal Liability)
Deductible - $1,000 (Owned Items On Premises)

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

CONTRACT AMENDMENT

FOR

2005 PROPERTY, LIABILITY AND EXCESS WORKMEN'S COMPENSATION INSURANCE PLACEMENT SERVICES

THIS CONTRACT AMENDMENT is entered into this 20th day of December, 2005 by and between the **CITY OF WICHITA, KANSAS,** A Municipal Corporation, Party of the First Part, hereinafter called **"CITY", and MARSH USA, INC.**, (Performance Vendor Code Number- 361436000-002), 2405 Grand Boulevard, Suite 1500, Kansas City, MO 64141-6105, Telephone Number (312) 627-6395; hereinafter called **"VENDOR".**

WITNESSETH THAT:

WHEREAS, on the 1st day of January, 2005, the above-named parties entered into a contract for providing **2005 Property, Liability and Excess Worker's Compensation Insurance Placement Services** [(Formal Proposal – FP400097) (Commodity Code Number- 95377]; for the Finance Department, Risk Management Division of the City of Wichita as per the proposal and specifications on October 8, 2004; and

WHEREAS, the specifications for the proposal specified the terms of the contract was to be for one year with options to renew for four (4) successive one year terms; and

WHEREAS, the existing contract provides that if the City elects to add additional insurance not now in effect, additional fees will be negotiated between the City and Marsh USA, Inc.

WHEREAS, the parties now wish to modify the amend the contract to include the following:

1. **Compensation.** The **CITY** agrees to pay to the **VENDOR** an additional amount of **$9,500 for Property, Liability and Excess Worker's Compensation Insurance Placement Services to be added to the current annual fee of $45,000 for a total of <u>$54,500</u> for the 2006 – 2007 term.**

   The new insurance coverages and activities incorporated by this amendment are:

   Museum Fine Arts Increased Coverage by $20 Million
   Aviation Airport $50 Million Excess Liability (New Policy)
   Cancellation of Skycap Insurance
   Realignment of all Insurance Policy Termination Dates to

January 1
Marketing and Placement of Federal & Out of State Excess Liability Insurance

2. **Terms.** The terms of this contract amendment will be from **January 1, 2006 through December 31, 2006** with three (3) additional one year options under the same terms and conditions, by mutual consent of both the **CITY** and the **VENDOR.** This amendment to the contract is subject to cancellation by the **CITY,** at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR.**

These provisions have been approved by the City Council on December 20, 2005.

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of January 1, 2005 are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

Karen A. Sublett, CMC

Karen A. Sublett
City Clerk

THE CITY OF WICHITA, KANSAS

Carlos Mayans
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf

Gary E. Rebenstorf
Director of Law

12-8-05
Date

MARSH USA

(Signature)

Marcus A. Henley
(Printed Name)

Vice-President
(Title)

Agenda Item No. 26.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and Council Members

SUBJECT: Insurance Placement Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the amendment.

Background: On December 7, 2004, the City Council approved a contract for placement services for property and casualty insurance with Marsh USA. The original contract amount was $45,000. The contract was for one term ending on December 31, 2005, with the option of four one-year renewals. City administration has exercised the contract renewals through December 31, 2008. Under the terms of the existing contract, if the City elects to add additional insurance coverage not then in effect, the parties will negotiate additional fees to cover such additional services.

Analysis: Over time, the scope of services has increased. The City has increased Museum Fine Arts insurance coverage by $20,000,000 and added a new Airport excess liability policy for an additional $50,000,000. In addition the City purchased new Federal and Out of State Excess Liability Insurance increasing the placement fees to $54,500.

This amendment provides an additional placement fee of $1,000 per year for the new Foreign Travel and Accident Insurance for City Council and City staff.

Financial Considerations: Due to the purchase of additional insurance coverage and modifications to the City's risk protection program, staff has negotiated a $1,000 increase in placement fees. If approved, maximum fees will not exceed $55,500. The Self Insurance fund budget includes funding for this contract.

Legal Considerations: The contract amendment has been approved by the Department of Law as to form.

Goal Impact: This amendment affects the Internal Perspective and will provide the City Council and City staff world-wide travel and accident insurance coverage at a very modest cost.

Recommendation/Action: Approve the contract amendment and authorize the Mayor to sign.

Agenda Item No. 28.

City of Wichita
City Council Meeting
Februay 5, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
1641 N. Pennsylvania, (District I)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action.

Background: This property was before the Board of Code Standards and Appeals (BCSA) on July 9, 2007. No one appeared to represent the property, no repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

On September 11, 2007 this case was deferred by City Council until October 2, 2007.

On October 2, 2007 this case was before City Council. City Council directed sixty (60) days to substantially complete repairs and ninety (90) days to pay back taxes.

On January 7, 2008 Council Member Lavonta Williams requested this property appear back before Council on the next available date.

Analysis: Staff made an inspection of the property on January 16, 2008. No repairs have been made to the structure. The structure has an open south window and during the time of inspection premises condition are in accordance to city code and no further action is needed at this time.

As of January 14, 2008, the 2006 and 2007 taxes are delinquent in the amount of $1597.12. There are no special assessments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

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: The owner/s have been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes are paid within ten days of the hearing, (2) the structure is maintained secure as of February 5, 2008 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of February 5, 2008, and will be so maintained during renovation.

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 resolution published once in the official city paper and advise the owners of these findings.

Attachments: None

REVISED 02/04/2008

Agenda Item No. 29.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Recruitment Profile for City Manager

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the Recruitment Profile.

Background: The Wichita City Council is in the process of recruiting a City Manager. A recruitment profile has been prepared for potential candidates. It includes information on the background of the Wichita community, Wichita city government, the duties of the City Manager and other information relevant to the recruitment.

Analysis: The recruitment profile for hiring the next City Manager provides information on the history and demographics of the Wichita community. It highlights the many amenities the City has to offer to potential candidates. Additionally, information is provided on the council-manager form of government along with a description of the powers and duties of the City Manager. The profile also articulates the qualifications and qualities that are expected for this position.

A tentative timetable is suggested beginning with approving the profile on February 5, 2008. It is suggested that a Citizens Committee screen the applications between April 1-15 and the City Council conduct interviews during the May 1-15 time period. The target date for a new City Manger to begin work is July ~~3~~, 1, 2008.

Upon approval of the recruitment profile, the position will be advertised nationally. Applicants will submit resumes to the Chair of the Citizens Committee in care of the Interim City Manager.

Financial Considerations: Costs will be incurred for the publication of the recruitment brochure, advertisement of the position along with other activities associated with the selection process. Funding is available from the City Manager's Budget.

Legal Considerations: The City Council has the authority to recruit and hire a City Manager.

Goal Impact: Hiring a City Manager will address the implementation of all of the City Council's goals.

Recommendation: Approve the recruitment profile.

Attachments: 1. Recruitment Profile

Recruitment Profile: City Manager, City of Wichita, Kansas

The Wichita City Council is recruiting a city manager. This recruitment profile has been prepared for potential candidates on the background of the Wichita community, Wichita city government, the duties of city manager, qualifications for the position, and other information relevant to the recruitment.

The Wichita Community

Wichita, the largest city in Kansas, has 357,698 residents and is the county seat of Sedgwick County. Major highways, including the Kansas Turnpike and Interstate I-135, link the City to a large trade area, which includes one million people within a 100-mile radius. The nearest large cities are Kansas City, to the northeast; Oklahoma City and Tulsa, respectively to the south and southeast; and Denver, to the west.

The City of Wichita was incorporated in 1870 and the extension of the Santa Fe Railroad extended into the City powered early growth. With the expanding agricultural productivity of the Central Plains States the City became a regional hub for processing agricultural products and distributing farm equipment. The discovery of oil east of Wichita in 1914 broadened the City's economic base, attracting numerous services, distributive enterprises and metalworking industries. During World War II, the City's economy was fundamentally transformed into a world center in aviation manufacturing, producing general aviation, commercial and military aircraft and earning its distinction as The Air Capitol of the World. After opening in 1951 McConnell Air Force Base has become one of three supertanker KC-135 Stratotanker wings in the U.S. Air Force, promoting global reach through air refueling and airlifting missions and further reinforcing Wichita's identity as a world center for aviation.

Wichita's population has grown nearly 28 percent since 1980 and averaged nearly one percent annual growth the past five years. The City currently covers 160 square miles. Significant annexation activity (more than 20 square miles) has occurred in the last decade, leading to expansions in City services, primarily infrastructure and public safety improvements.

Wichita's racial and ethnic composition is comparable to that of the nation. Currently, the fastest growth rate is among Asian/Pacific Islanders and Hispanics. Eighty-five percent of Wichita's citizens, aged 25 years and older, have graduated from high school.

The City is served by eight school districts, and there are dozens of private and parochial schools serving pre-kindergarten through 12th grade. The largest school district in Wichita (USD 259) operates approximately 100 schools, which were upgraded with a $284.5 million bond issue in 2000. There are 15 colleges and universities in the Wichita area, including Wichita State University, University of Kansas-School of Medicine, Friends University, Newman University and Wichita Area Technical College.

Wichita is a first-class regional medical center with 17 acute care and specialty hospitals providing approximately 3,100 licensed beds. In addition there are approximately 50 nursing homes and assisted living facilities. More than 1,200 physicians provide services in a four-county area (Sedgwick, Butler, Harvey, Cowley).

Wichita Mid-Continent Airport, the largest airport in Kansas, is a combination commercial air carrier and general aviation complex, providing accommodations for all aircraft. There are nine passenger carriers and four major freight carriers providing air service.

Wichita has 117 municipal parks and greenways covering more than 4,300 acres. There are five City-owned golf courses, four other public golf courses and six membership-only private courses. Semi-pro baseball (Wichita Wingnuts), minor-league hockey (Wichita Thunder) and indoor football (Wichita Stealth) are based in Wichita.

Cultural activities include art, natural and historical museums, theater, the Mid-American All-Indian Center, the Wichita Symphony, Music Theatre of Wichita, the Metropolitan Ballet, Old Cowtown Museum, Sedgwick County Zoo, Exploration Place, and many other cultural attractions.

Special ethnic, sports, and holiday events take place year-round, including the three-day Wichita Aviation Festival in the fall and the nine-day Wichita River Festival in May. A regional draw, the River Festival was named one of the top 100 tourist attractions in North America. Its total economic impact in 2007 was an estimated $25 million.

Wichita is the leading convention and tourism center in Kansas. Century II is the convention headquarters downtown. The Kansas Coliseum, just north of the city, is a multipurpose facility that plays host to a variety of events including an eclectic mix of concerts as well as livestock shows. Intrust Bank Arena, which also is under construction, is scheduled to open downtown in 2010.

The revitalized downtown area features Old Town, the entertainment, dining and residential district that is the leading destination spot for visitors. The Wichita WaterWalk, a retail, restaurant and residential development, is under construction along the banks of the downtown Arkansas River. The Intrust Bank Arena will provide a new venue for concerts, sporting events and various entertainment shows. The Hyatt Regency Wichita hotel and the new Courtyard by Marriott in Old Town have added to the large selection of hotels in the city.

Wichita ranks as one of the nation's top cities in affordable living. In 2006, according to the National Association of Realtors, the median sales price of existing single-family homes in the Wichita MSA was $113,400, compared to the national average of $219,300. The median sales price of a newly built single-family home is $170,000, substantially below the national median price of $245,300.

Wichita's employment includes a broad mix of businesses, with a base of relatively high-paying manufacturing jobs. Major private employers include Cessna, Spirit AeroSystems, Hawker Beechcraft, Boeing, Via Christi Regional Medical Center, Bombardier Learjet, Dillon Stores, Koch Industries, Wesley Medical Center, AGCO Corp, Johnson Controls, Coleman, Cargill Meat Solutions, Wichita Clinic, and Intrust Bank. Diversifying the economy and providing a wide variety of global goods and services are small, mid-sized and large companies, including Koch Industries, the world's largest privately held company.

Wichita City Government

In 1917, Wichita became one of the first municipalities in the United States to adopt the council-manager form of government. Today, the City of Wichita is the largest municipal organization in Kansas, distinguished by a long tradition of professional government and committed to providing efficient, high quality services to its citizens. Wichita is governed by a directly elected Mayor and a six member City Council with members elected by districts to four-year overlapping terms. The Mayor is elected at-large to a four-year term.

The Mayor and City Council conduct all legislative functions for the City of Wichita and establish general policies, which are executed by the City Manager. The City Manager is appointed by the City Council and is ultimately responsible for all employee appointments and terminations excluding the Municipal Court judges, who are directly appointed by the City Council.

Wichita has been the recipient of numerous awards including being a three-time winner of the All-America City Award. Additionally, the City is the only three-time recipient of the internationally coveted Webber Seavey Award for Excellence in Law Enforcement. The City also received the prestigious Ford Foundation's Innovation in State and Local Government Award from Harvard University's John F. Kennedy School of Government for its solution to groundwater pollution in downtown Wichita.

The City's FY 2008 total budget is $495,620,000 and there are 3,300 municipal employees.

The City Manager has oversight of the following individuals and departments

- Two Assistant City Managers responsible for administration and operations
- The Office of the City Manager
- Airport
- Art Museum
- Office of Central Inspection
- Environmental Services Department
- Finance Department
- Fire Department
- Housing and Community Services Department
- Human Resources Department

- Information Technology/Information Services Department
- Law Department
- Library
- Municipal Court
- Parks and Recreation Department
- Planning Department
- Police Department
- Public Works Department
- Transit
- Water and Sewer Department

Powers and Duties of City Manager

State statutes (Kansas Statues Annotated 12-1011 through 12-1015) define the powers and duties of the city manager as follows:

- The administration of the city's business shall be in the hands of a manager. The manager shall be appointed by and hold office at the pleasure of the Council.
- The manager shall be chosen solely upon the basis of administrative ability. Choice shall not be limited by any residence qualifications.
- The manager shall be responsible for the administration of all of the affairs of the city. He or she shall see that the laws and ordinances are enforced.
- The manager shall appoint and remove all heads of departments, and all subordinate officers and employees of the city. All appointments shall be made upon merit and fitness alone. He or she shall be responsible for the discipline of all appointive officers, and may, without notice, cause the affairs of any department or the conduct of any officer or employee to be examined.
- He or she shall prepare and submit the annual budget to the governing body and also keep the city fully advised as to the financial conditions and needs of the city.
- He or she may make recommendations to the Council on all matters concerning the welfare of the city, and shall have a seat, but no vote, in all of the public meetings of the governing body.
- All department heads shall make regular reports to the manager, and be ready at all time to furnish him or her with such information as he or she may require.
- He or she shall perform such other and further duties as may be required by law or ordinance.

Qualifications for the Position of City Manager

The Wichita City Council has established qualifications for the position of city manager as follows:

Minimum qualifications: 1) ten years experience in a position of management responsibility in local government or in a closely related line of work; and 2) a bachelors degree in public administration or related field from an accredited university.

Preferred qualifications: 1) fifteen years experience in a position of management responsibility in local government or in a closely related line of work; and 2) a masters degree in public administration or related field from an accredited university.

Qualities Sought in the Recruitment of a City Manager

The Wichita City Council has identified the qualities desired in the selection of a city manager as follows:

- Evidence of superior communication skills, including listening skills, with authoritative decision makers, external community stakeholders, members of internal organization, and the media;
- Demonstrated ability to inspire trust and confidence in government through vision, accountability, and transparency;
- Evidence of commitment and skills in resolving conflicts and building consensus through collaboration and partnerships in the community;
- Capable of performing with a high level of energy in a fast paced and multi-faceted environment;
- Experience in managing an organization with political, operational, and financial complexities comparable to the city government of Wichita;
- Experience in exercising leadership in a diverse community; and
- Unblemished record of personal integrity and ethical conduct.

Tentative Timetable for Recruitment of City Manager

February 5: City Council approves recruitment profile and announces vacancy.

April 1-15: Citizens Committee begins screening of applications and recommends final candidates.

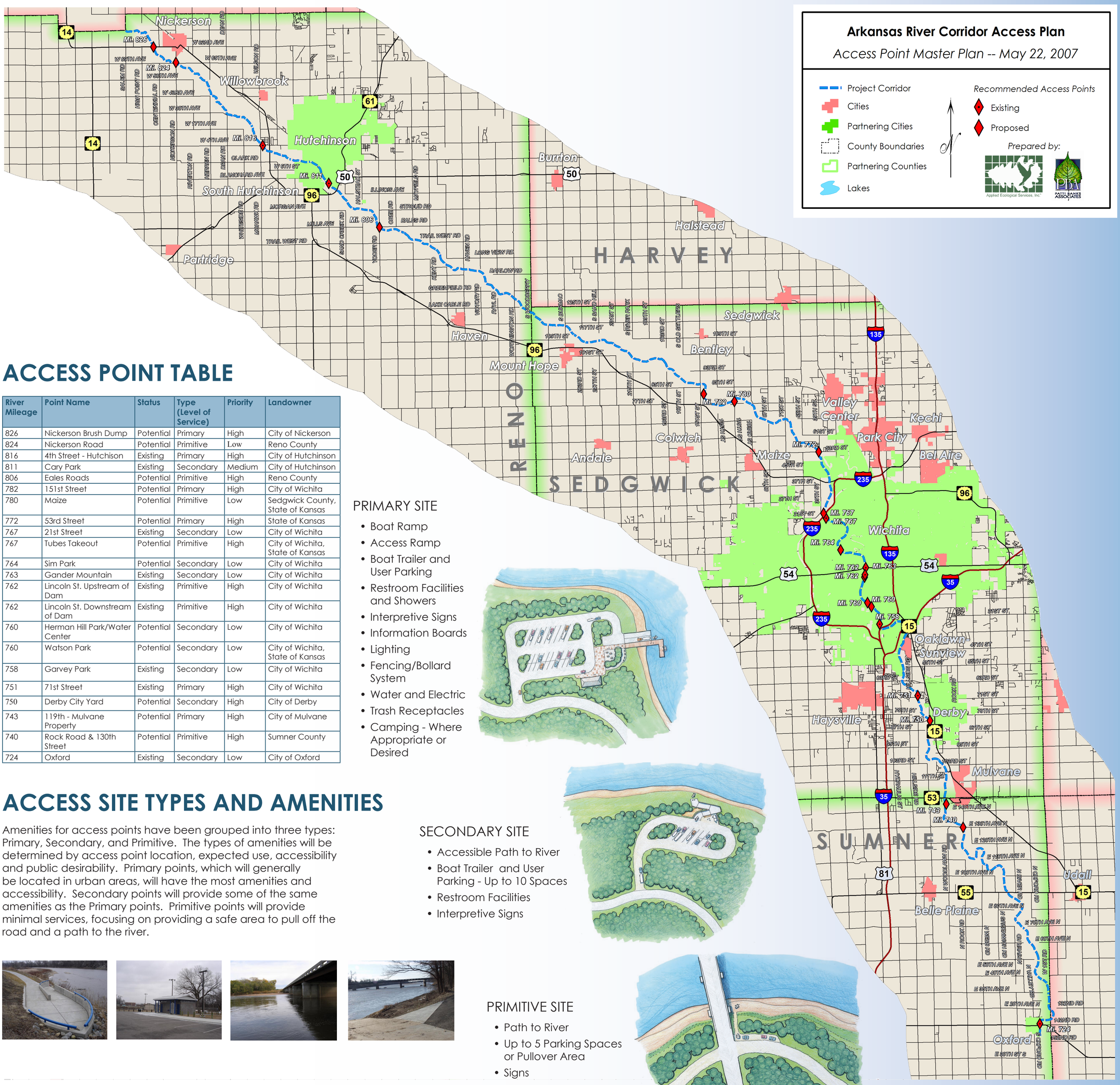
May 1-15: City Council conducts interviews of final candidates and selects city manager.

July 1: New city manager begins work.

Announcement of Position

City Manager of Wichita KS. Salary: negotiable, competitive with cities of similar size. Three managers since 1975. Mayor elected at large and six-member council elected by district. $496 million budget; 3,300 employees. Manager charged with administering city, appointing personnel, submitting budget, and making recommendations on all matters concerning welfare of the city. Service responsibilities include airport, art museum, central inspection, environmental services, finance, fire, housing and community services, human resources, information technology, law, library, municipal court, parks and recreation, planning, police, public works, transit, water and sewer. Ten years experience in a position of management responsibility in local government or in a closely related line of work and a bachelors degree in municipal management required; fifteen years and masters degree preferred. Applications

are accepted until position is filled; Citizens Committee begins screening applications after April 1. Letter of application including salary history, resume, and three work-related references in confidence to Chair, Citizens Committee, % Interim City Manager, 455 N. Main, Wichita, KS 67202. Recruitment profile available at: Wichita.gov



ACCESS POINT TABLE

River Mileage	Point Name	Status	Type (Level of Service)	Priority	Landowner
826	Nickerson Brush Dump	Potential	Primary	High	City of Nickerson
824	Nickerson Road	Potential	Primitive	Low	Reno County
816	4th Street - Hutchison	Existing	Primary	High	City of Hutchinson
811	Cary Park	Existing	Secondary	Medium	City of Hutchinson
806	Eales Roads	Potential	Primitive	High	Reno County
782	151st Street	Potential	Primary	High	City of Wichita
780	Maize	Potential	Primitive	Low	Sedgwick County, State of Kansas
772	53rd Street	Potential	Primary	High	State of Kansas
767	21st Street	Existing	Secondary	Low	City of Wichita
767	Tubes Takeout	Potential	Primitive	High	City of Wichita, State of Kansas
764	Sim Park	Potential	Secondary	Low	City of Wichita
763	Gander Mountain	Existing	Secondary	Low	City of Wichita
762	Lincoln St. Upstream of Dam	Existing	Primitive	High	City of Wichita
762	Lincoln St. Downstream of Dam	Existing	Primitive	High	City of Wichita
760	Herman Hill Park/Water Center	Potential	Secondary	Low	City of Wichita
760	Watson Park	Potential	Secondary	Low	City of Wichita, State of Kansas
758	Garvey Park	Existing	Secondary	Low	City of Wichita
751	71st Street	Existing	Primary	High	City of Wichita
750	Derby City Yard	Potential	Secondary	High	City of Derby
743	119th - Mulvane Property	Potential	Primary	High	City of Mulvane
740	Rock Road & 130th Street	Potential	Primitive	High	Sumner County
724	Oxford	Existing	Secondary	Low	City of Oxford

PRIMARY SITE

- Boat Ramp
- Access Ramp
- Boat Trailer and User Parking
- Restroom Facilities and Showers
- Interpretive Signs
- Information Boards
- Lighting
- Fencing/Bollard System
- Water and Electric
- Trash Receptacles
- Camping - Where Appropriate or Desired

ACCESS SITE TYPES AND AMENITIES

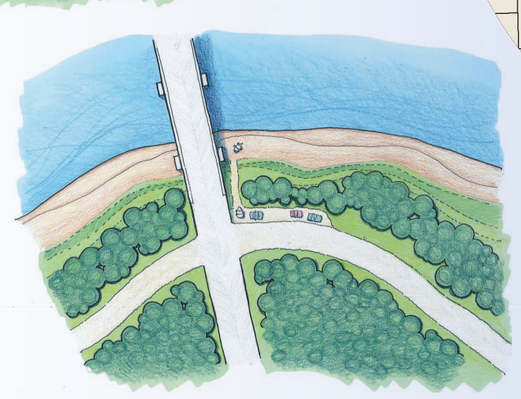
Amenities for access points have been grouped into three types: Primary, Secondary, and Primitive. The types of amenities will be determined by access point location, expected use, accessibility and public desirability. Primary points, which will generally be located in urban areas, will have the most amenities and accessibility. Secondary points will provide some of the same amenities as the Primary points. Primitive points will provide minimal services, focusing on providing a safe area to pull off the road and a path to the river.

SECONDARY SITE

- Accessible Path to River
- Boat Trailer and User Parking - Up to 10 Spaces
- Restroom Facilities
- Interpretive Signs

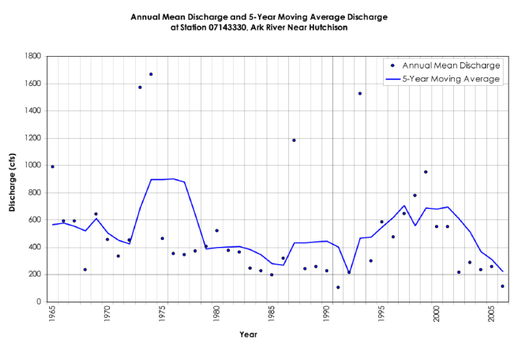
PRIMITIVE SITE

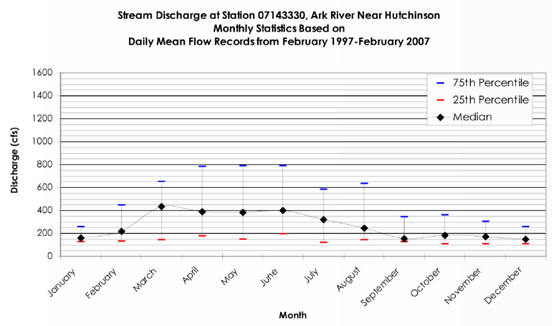
- Path to River
- Up to 5 Parking Spaces or Pullover Area
- Signs



FLOATABLE CHARACTERISTICS

Water levels within the Arkansas River vary dependent upon where you are along the river. North of Wichita, river levels show seasonal changes with higher flows in the spring and early summer and lower flows in late summer and throughout the winter. These flows determine how easy or difficult it will be to float the river. From Wichita south to the City of Oxford, flows do not vary as much, making the river floatable throughout most of the year. The charts and photos below represent water fluctuations and river channel depth throughout the year.





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Flow Depth for Canoes and Kayaks
(floatable at 6 to 12 inches deep)

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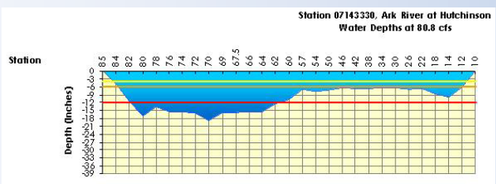

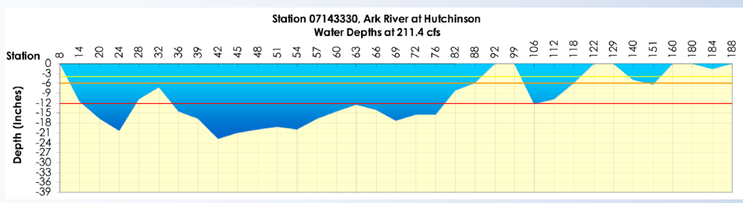

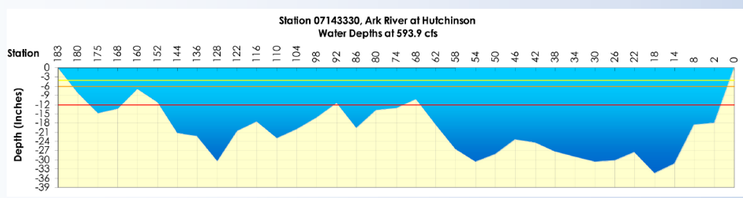

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Vision

To establish the Arkansas River as a premiere recreational amenity for the state and for the region.

Goals

- Protect the natural amenities and character of the Arkansas River corridor
- Develop access points for recreation
- Design access point types and supporting facilities
- Develop prioritized list of access points
- Build public awareness and support for the Project Vision

Project Partners

Arkansas River Coalition
City of Derby
City of Hutchinson
City of Oxford
City of South Hutchinson
City of Wichita
Kansas Department of Wildlife and Parks
Reno County
Sedgwick County
Sumner County

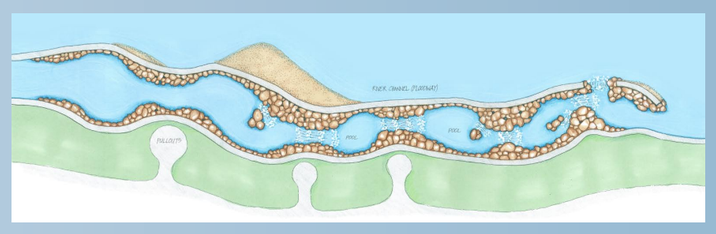
DAM OBSTRUCTIONS - A RECREATIONAL TRANSITION

Physical Characteristics

- Create rapids and pools downstream from dam obstructions
- Establish rectangular weir notch to concentrate water through rapid at low discharges
- Construct weir notch 2 ft. below the existing weir elevation to maintain existing flood elevation
- Allow flood waters to bypass through original channel
- Establish a series of 3-4 pools and drops of 1.5-2 ft. over a length of 400 ft.
- Determine width of channel needed for unskilled boat passage: 17-20 ft.

Challenges

- Ample space to park and layout boats and associated equipment at input and take out and observation points
- A plan to handle requirement for multiple runs and bringing boats and boaters upstream repeatedly
- Safe passage by portage outside of the transition
- Operational/Emergency plan to manage large numbers of water users, similar in concept to that of a public swimming pool
- Rules and enforcement resources to maintain orderly use of the river



Amenity Benefits

- Destination for experienced kayak and canoe enthusiasts
- Recreational adventure for safe floating and boating downtown
- Recreational interest expands to other downtown attractions
- Development of a service economy for food, fuel, sporting goods and shopping

THE TUBES (Floodway Inlet Structure to Downtown)

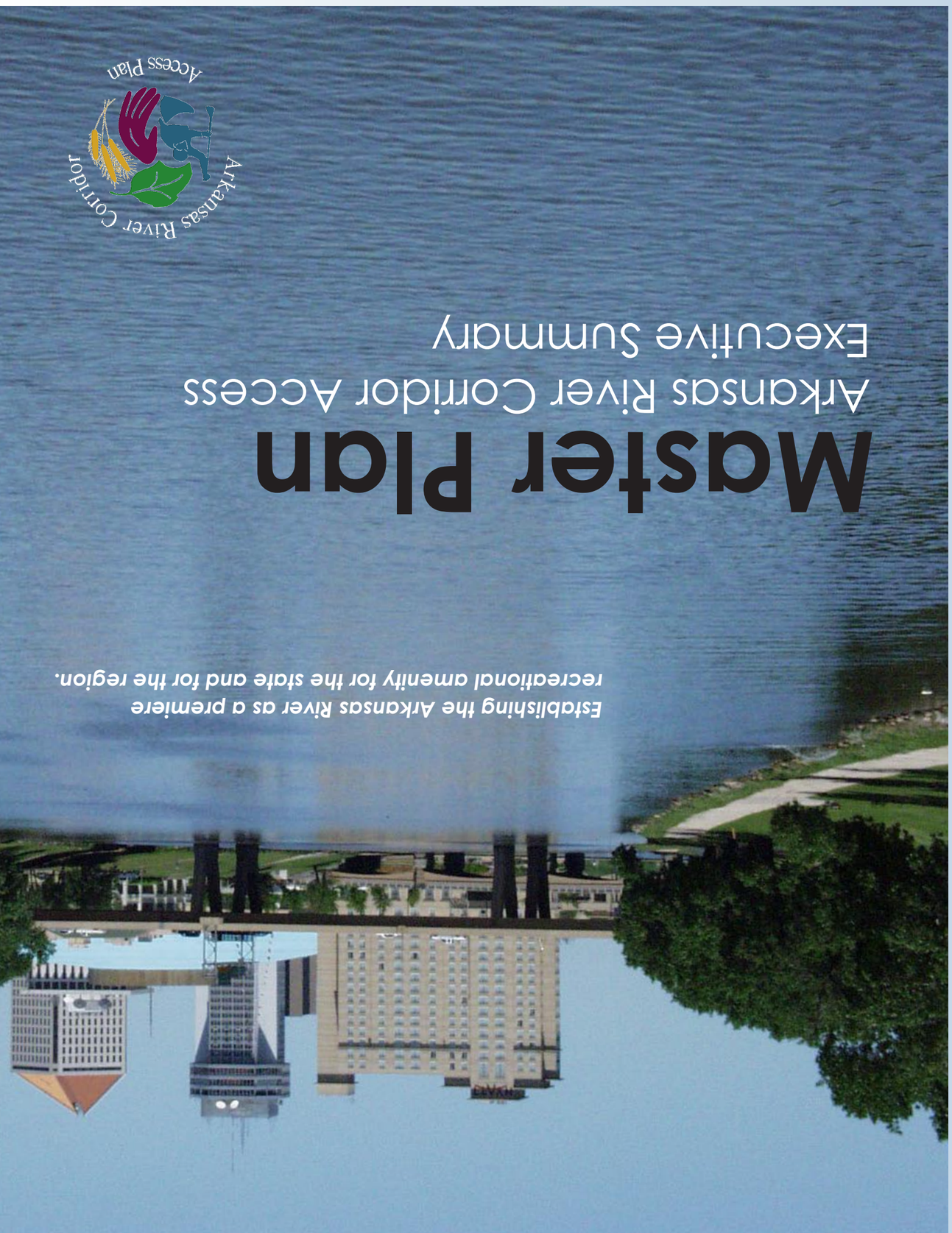
The Tubes is a multiple opening concrete structure that controls river flows entering the channel through downtown. The upstream inlet is at the entrance to the bypass floodway upstream from I-35. The outlet from the structure is upstream from 21st Street. At moderate flows the outlet provides a hydraulic wave that is a recreational attraction for seasoned whitewater kayakers. At low flows the water is too shallow for the hydraulic wave to develop. Some modifications to the inlet would direct flows to one opening only during low flows. This modification would maintain a hydraulic wave at the one outlet increasing the times it is accessible for recreation. To ensure safety for all users of the river, it will be necessary to provide an access point upstream of the inlet for take out and portage.

Master Plan

Arkansas River Corridor Access

Executive Summary

Establishing the Arkansas River as a premiere recreational amenity for the state and for the region.



Prepared by Applied Ecological Services and Patti Banks Associates

SAFETY FUNDAMENTALS

EDUCATION

- Boating skills and functional equipment
- River features
- Currents and pools
- Streambeds - rocks, obstacles, quick sand
- Safety related information
- The rules and the laws

EMERGENCY RESOURCES

- County and city emergency response team aware of river recreation
- Equipment for river access, transport and rescue
- Information on location of access points and bridges
- Ability to increase resources depending on conditions and special events

INFORMATION

- Required safety equipment
- River risks - safe and unsafe river flows
- Hazardous reaches
- Maps with river miles and access points
- Signage on bridges and at access points
- Skills and training brochures
- Information available at all primary and secondary access sites

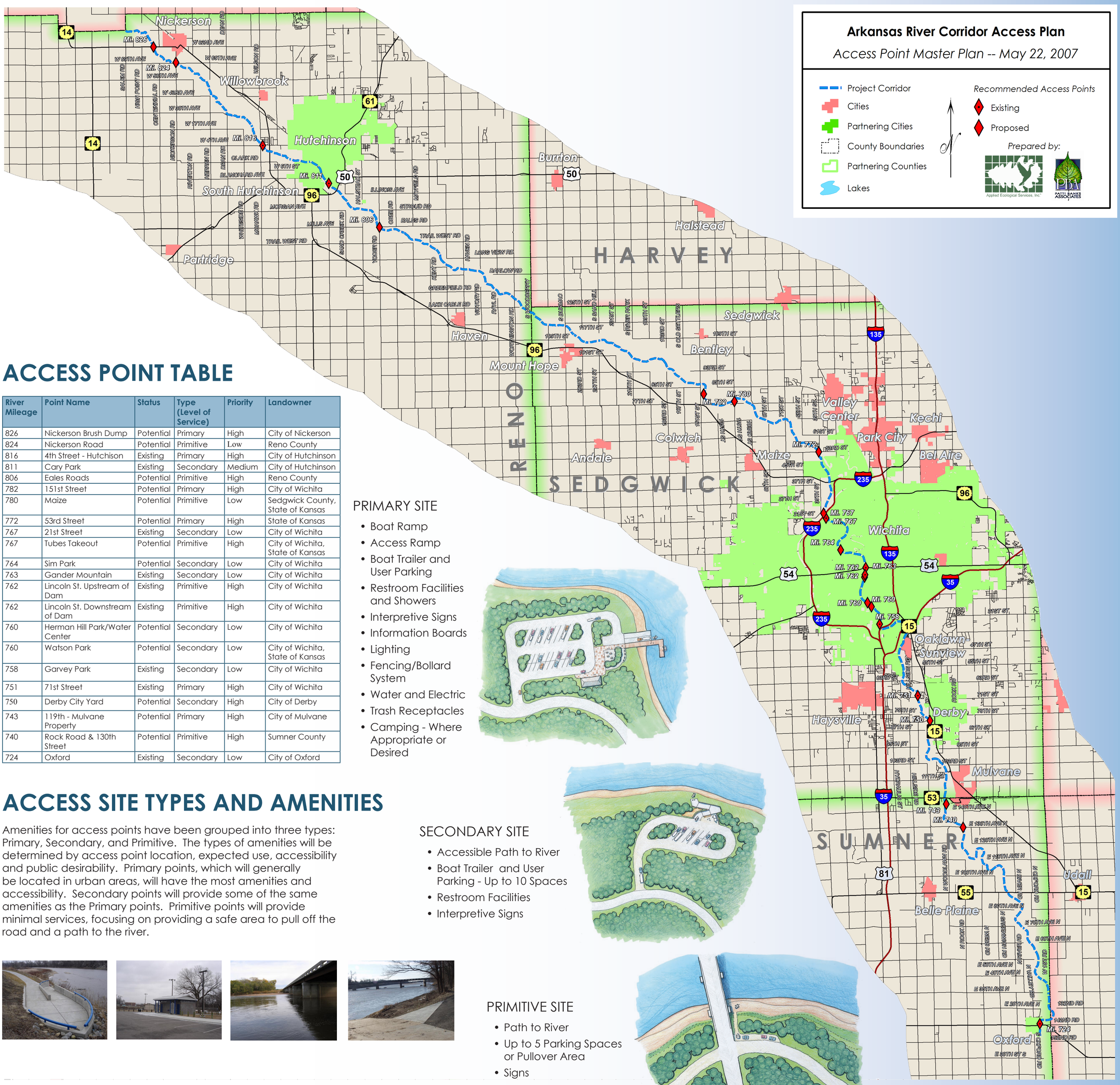
ENFORCEMENT

- Occupy significant presence
- Set clear rules and regulations
- Respond promptly and predictably
- Conduct periodic random checks of river users, equipment, knowledge, and skills
- Require rules and regulations in safety education
- Acquire, maintain, and use safe equipment
- Report unsafe and unlawful behavior

BOUNDARIES OF PUBLIC LANDS

- The Arkansas River has been declared a navigable river
- Title to the bed and banks of a navigable river is vested in the state (owned by the state)
- The boundary line of a navigable stream is defined as the line to which water rises in time of ordinary high water
- A practical way to define the ordinary high water line is to determine the point at which floatable debris has been deposited in times of high water
- An owner of land who directly or indirectly permits any person to use such property for recreation does not thereby assume responsibility for or incur liability caused by an act of omission of such persons

Elm Creek, Barber Co.



ACCESS POINT TABLE

River Mileage	Point Name	Status	Type (Level of Service)	Priority	Landowner
826	Nickerson Brush Dump	Potential	Primary	High	City of Nickerson
824	Nickerson Road	Potential	Primitive	Low	Reno County
816	4th Street - Hutchison	Existing	Primary	High	City of Hutchinson
811	Cary Park	Existing	Secondary	Medium	City of Hutchinson
806	Eales Roads	Potential	Primitive	High	Reno County
782	151st Street	Potential	Primary	High	City of Wichita
780	Maize	Potential	Primitive	Low	Sedgwick County, State of Kansas
772	53rd Street	Potential	Primary	High	State of Kansas
767	21st Street	Existing	Secondary	Low	City of Wichita
767	Tubes Takeout	Potential	Primitive	High	City of Wichita, State of Kansas
764	Sim Park	Potential	Secondary	Low	City of Wichita
763	Gander Mountain	Existing	Secondary	Low	City of Wichita
762	Lincoln St. Upstream of Dam	Existing	Primitive	High	City of Wichita
762	Lincoln St. Downstream of Dam	Existing	Primitive	High	City of Wichita
760	Herman Hill Park/Water Center	Potential	Secondary	Low	City of Wichita
760	Watson Park	Potential	Secondary	Low	City of Wichita, State of Kansas
758	Garvey Park	Existing	Secondary	Low	City of Wichita
751	71st Street	Existing	Primary	High	City of Wichita
750	Derby City Yard	Potential	Secondary	High	City of Derby
743	119th - Mulvane Property	Potential	Primary	High	City of Mulvane
740	Rock Road & 130th Street	Potential	Primitive	High	Sumner County
724	Oxford	Existing	Secondary	Low	City of Oxford

PRIMARY SITE

- Boat Ramp
- Access Ramp
- Boat Trailer and User Parking
- Restroom Facilities and Showers
- Interpretive Signs
- Information Boards
- Lighting
- Fencing/Bollard System
- Water and Electric
- Trash Receptacles
- Camping - Where Appropriate or Desired

ACCESS SITE TYPES AND AMENITIES

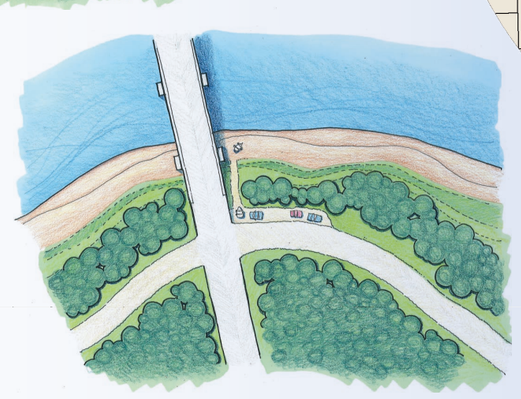
Amenities for access points have been grouped into three types: Primary, Secondary, and Primitive. The types of amenities will be determined by access point location, expected use, accessibility and public desirability. Primary points, which will generally be located in urban areas, will have the most amenities and accessibility. Secondary points will provide some of the same amenities as the Primary points. Primitive points will provide minimal services, focusing on providing a safe area to pull off the road and a path to the river.

SECONDARY SITE

- Accessible Path to River
- Boat Trailer and User Parking - Up to 10 Spaces
- Restroom Facilities
- Interpretive Signs

PRIMITIVE SITE

- Path to River
- Up to 5 Parking Spaces or Pullover Area
- Signs



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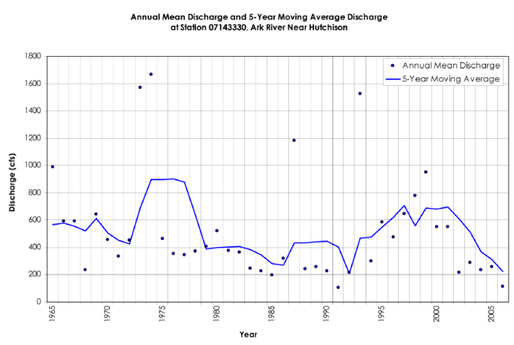

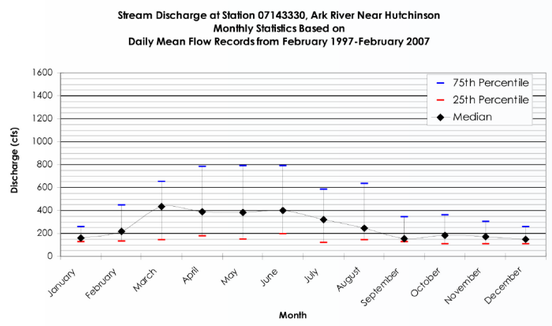

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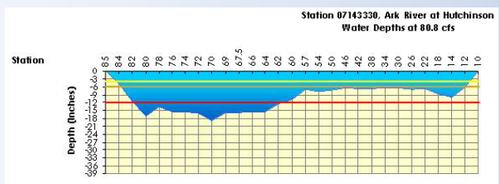

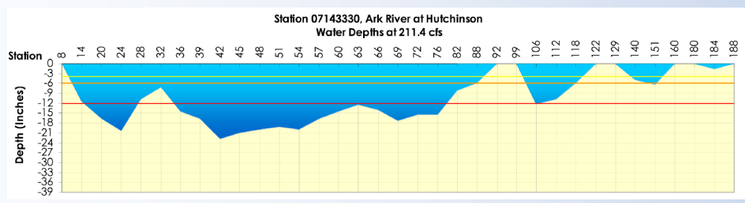

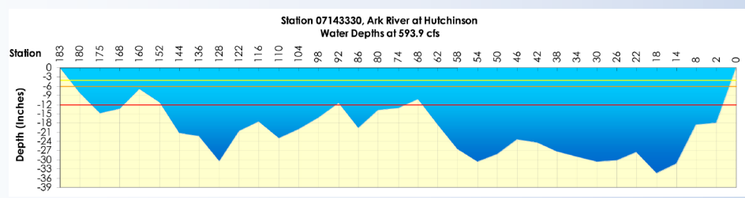

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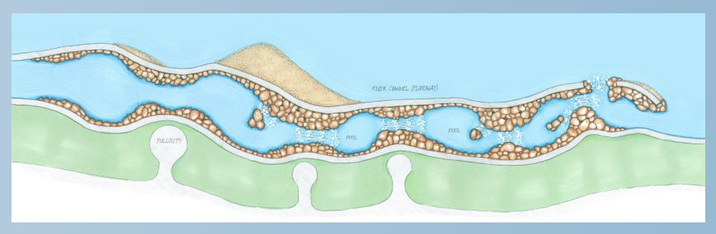

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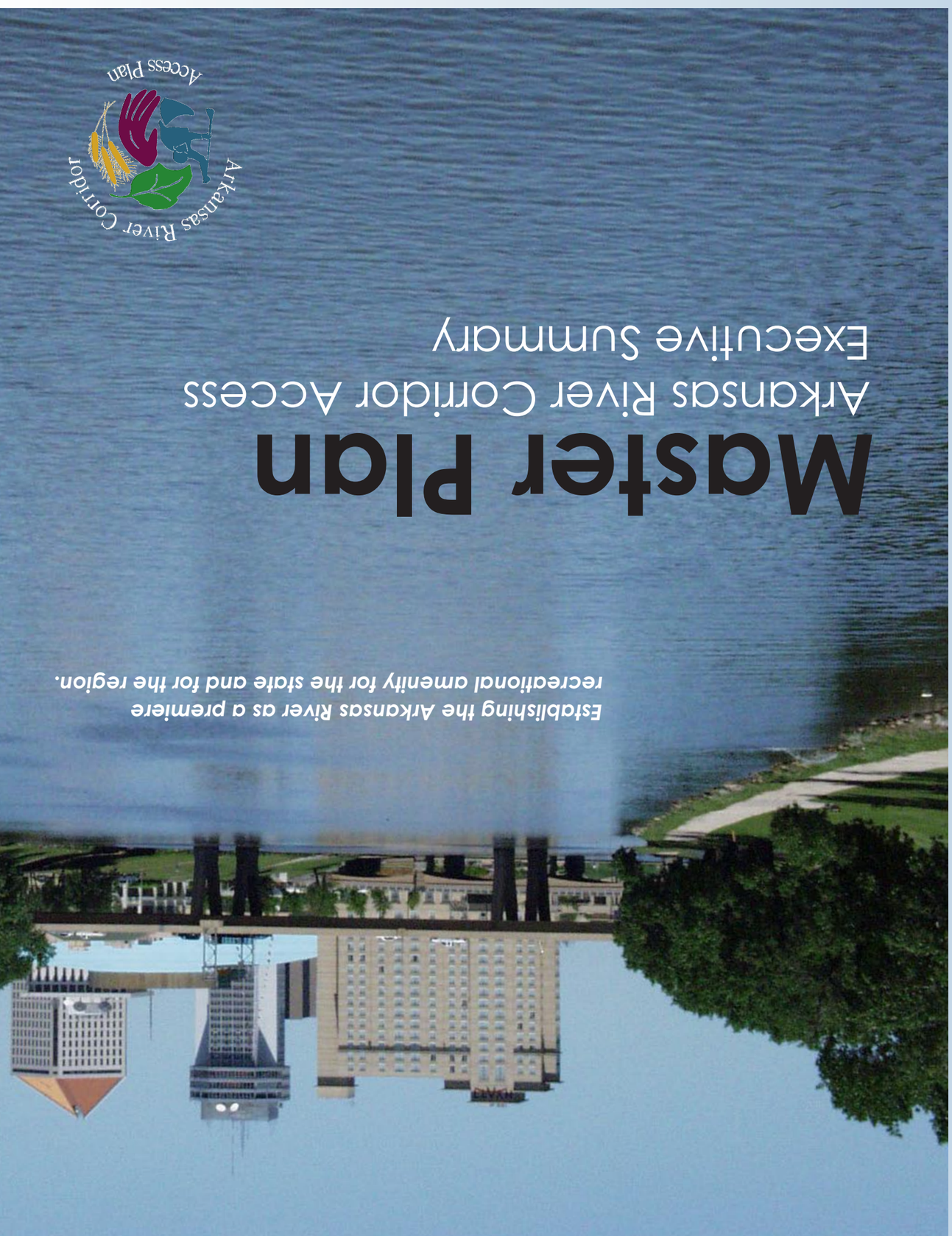

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Elm Creek, Barber Co.

Prepared by Applied Ecological Sevices and Patti Banks Associates

Agenda Item No. 30.

City of Wichita
City Council Meeting
February 5th, 2008

TO: Mayor and City Council

SUBJECT: Arkansas River Corridor Access Plan (Districts I, III, IV, V, & VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the plan.

Background: On November 7, 2006 City Council approved the selection of Applied Ecological Services and Patti Banks Associates to provide design and planning services for the development of the Arkansas River Corridor Access Plan (ARCAP). The ARCAP project was a multi-jurisdictional plan that included project partners from a three county area. The partners in this plan include the Arkansas River Coalition, Reno County, Sedgwick County, Sumner County, Hutchinson, South Hutchinson, Wichita, Derby, Oxford, and the Kansas Department of Wildlife and Parks. Each partner provided financial contributions to this plan. The ARCAP steering committee included representatives from each partner listed above to guide and direct activities for the planning and design services.

The ARCAP project was developed to evaluate the possibility of creating recreational opportunities by utilizing existing access points and assess possible future access points. The river corridor extends from the Rice and Reno county line downstream to the city of Oxford, Kansas. The ARCAP included a series of six Public Input meetings at three locations. Meetings were held in South Hutchinson, Wichita, and Oxford, Kansas. The ARCAP also included a Technical Workshop Meeting at the Herman Hill Water Center working with local canoe and kayaking experts, which included the study of dam obstructions at the 21st St. and Lincoln St. dams for recreational transition. The final Master Plan report was recently presented to the ARCAP steering committee and was accepted on December 7, 2007. The plan was previously reviewed and accepted by the Wichita Park Board on November 19, 2007.

Analysis: The completion of this plan provides a general guideline and recommendations to the project partners for potential access point development. The information provides a blueprint for possible new recreational opportunities along the Arkansas River for the City of Wichita and surrounding communities. Within the City of Wichita the plan identifies three recreational transitions for watercraft at the 21st Street "tubes", the 21st Street dam and the Lincoln Street dam. Two additional potential access points are identified as well at Herman Hill Park and Sim Park.

Financial Considerations: Currently there are no Capital Improvement Program (CIP) funds identified to execute any portion of the plan. All future improvements will be funded either through the CIP if approved by City Council, or Kansas Department of Wildlife and Park grants. This plan will be brought back to the City Council for future action in authorizing all or a portion of the plan to move forward with additional recreational opportunities as outlined in this report.

Legal Considerations: None at this time.

Goal Impact: The approval of this plan will enable the city and surrounding communities to enhance and improve the Quality of Life by creating recreational opportunities. The completion of this plan also increases the probability of future state and federal grant funding for river recreation projects.

Recommendation/Action: It is recommended that the City Council approve the Arkansas River Corridor Access Plan (ARCAP) as a guideline for future access point development within the City of Wichita.

Attachments:
1. Arkansas River Corridor Access Plan
2. Master Plan Foldout

Agenda Item No. 31.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: National Night Out Presentation

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Receive and file presentation on National Night Out.

Background: The National Association of Town Watch (NATW) began the National Night Out program in 1984 as a way for neighbors to join together to fight back against crime. The Block Party concept is designed to allow neighbors to get acquainted and to strengthen existing or form new Neighborhood Watch Groups to protect themselves and their neighbors by agreeing to call the police whenever illegal activity is observed.

Those organizing the neighborhood gatherings include Neighborhood Watch Groups, Neighborhood Associations and other community groups. The goal of National Night Out is to heighten crime and drug prevention awareness, generate local participation in anti-crime programs like Neighborhood Watch and to strengthen police-community partnerships.

Analysis: On August 7, 2007, the City of Wichita had one hundred eighty-two (182) registered and numerous unregistered block parties, which amounted to an estimated 10,000 Wichitans participating in National Night Out. For 2007, the City of Wichita was nationally awarded tenth place by the National Association of Town Watch for participation of cities 300,000 or larger.

The City of Wichita has participated in National Night Out every year since 1990. 2007's tenth place award is the highest ranking achieved by the City of Wichita and matches the tenth place award received in 2005. The Wichita Police Department plans to make National Night Out 2008 an even bigger event.

Financial Considerations: None.

Goal Impact: Provide a safe and secure community by increasing community involvement in anti-crime efforts such as Neighborhood Watch and to strengthen police-community partnerships.

Legal Considerations: None

Recommendations/Actions: To receive and file the presentation on National Night Out.

February 5, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
331 N. ASH	I	15 yrs 2 mos	No	08/02/07	10/01/07 12/03/07	Yes No	60 Days 10/10	Secure	Bulky waste, trash, and salvage	Current	Pending special in the amount of $579.18
1309 N. INDIANA	I	5 yrs 5 mos	No	10/03/07	12/03/07	No	10/10	Secure	Premises are overgrown	The 2005, 2006, and 2007 taxes are delinquent in the amount of $1762.31, which includes specials.	There is 2007 special assessment for weed cutting, lot cleanup, and board-up in the amount of $895.08.
1116 N. MATHEWSON	I	3 yrs 7 mos	No	10/03/07	12/03/07	No	10/10	Open north window, rear window, and rear door. The accessory shed is open.	Fair	The 2005, 2006, and 2007 taxes are delinquent in the amount of $1067.30.	There is a 2007 special assessment for weed cutting in the amount of $120.03 and a pending special in the amount of $1551.51.
1121 N. GREEN	I	3 yrs 11 mos	No	10/03/07	12/03/07	No	10/10	There is a hole in the north wall of structure.	Fair with numerous tree saplings.	The 2005, 2006, and 2007 taxes are delinquent in the amount of $359.41.	None
1421 N. GROVE	I	1 yr 8 mos	No	10/03/07	12/03/07	No	10/10	Open north and south window, and rear door.	Scattered trash	The 2006 and 2007 taxes are delinquent in the amount of $405.38.	None

February 5, 2008
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Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1735 N. GREEN	I	3 yrs 4 mos	No	10/03/07	12/03/07	No	10/10	Cellar door and crawl space are open.	Miscellaneous trash and debris	The 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of $2762.87. It is in tax foreclosure.	None
2911 E. 24TH N.	I	9 mos	No	10/03/07	12/03/07	No	10/10	Roof and second floor windows are open.	Fair	The 2006 and 2007 taxes are delinquent in the amount of $872.28.	There is a pending special in the amount of $1102.63.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 331 North Ash

LEGAL DESCRIPTION: The south half Lot 61 and all Lots 63, Short now Ash Street, Butler and Fisher's Subdivistion of Lot 2, in Butler and Fisher's Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x38 feet in size. Vacant for at least a year, the structure has shifting and cracking concrete block foundation with missing block; cracked asbestos siding shingles; badly worn, sagging composition roof; dilapidated enclosed wood front porch; rotted and missing wood trim; and 20x20 shared accessory garage is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 12

ADDRESS: 331 North Ash

ACTIVE FIELD FILE STARTED: November 15, 1992

NOTICE(S) ISSUED: Since November 15, 1992 several notice of improvements and numerous notice of violations have been issued. This case was in court in 1994 through 1996, at which time house was brought to exterior compliance (for boarded structure). Restarted exterior code case in 2003. The house was again taken to court in 2003 through 2005. This property has also been the subject of an Environmental Court case. Ownership of the property has changed in the past two years. No repairs have been made.

PRE-CONDEMNATION LETTER: May 25, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a pending special in the amount of $579.18.

PREMISE CONDITIONS: Bulky waste, trash, and salvage.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Lot cleanup on October 13, 2004 in the amount of $995.50, lot cleanup on September 30, 2006 in the amount of $787.06, lot cleanup on September 28, 2007 in the amount of $579.18.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs have been made. Structure is secure. On November 16, 2007, staff was informed that the owner of 335 N. Ash demolished his shared portion of the accessory garage.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing, Mr. Garney Hill, Director of Business Affairs for St. Mark's United Methodist Church represented this property.

The active file was initiated on this property in November of 1992. Several violation notices and Notices of Improvement have been issued. Ownership of the property has changed in the last two years; no repairs have been made. A Pre-condemnation letter was issued on May 25, 2007; the taxes are current. There are no special assessments against the property. There is some bulky waste on the premise; however, the structure is secure.

Mr. Hill explained that the property was donated to the church two years ago. The church is actively seeking to donate the property to Mennonite Housing or Habitat for Humanity. He requested an extension of thirty to sixty days to complete the transfer of the property to one of those organizations.

Board Member Coonrod made a motion that an extension of sixty days be granted, or Mr. Hill would have to reappear before the Board to report on the status of the property. Board Member Hartwell seconded the motion. The motion was approved.

At the December 3, 2007 BCSA hearing, there was no one in attendance as a representative of this property.

The first time the Board reviewed this property was at the October 1, 2007, hearing. At that time a representative was present, and the Board granted sixty days to repair the exterior or reappear before the Board and report on the status of the repairs. The 2007 taxes are due in the amount of $76.99; there is a pending special assessment in the amount of $579.18.

Board Member Harder made a motion to refer the property to the City Council for condemnation action with ten days to begin demolition and ten days to complete demolition. Board Member Youle seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1309 North Indiana

LEGAL DESCRIPTION: Lot 41 and the North 8 1/3 feet of Lot 43, Indiana Avenue, H.O. Burleigh's Third Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x30 feet in size. Vacant for about 5 years, this structure has a cracking and shifting block foundation; broken and missing siding; badly worn composition roof with missing shingles; rotted decking on front porch; damaged siding and broken window on enclosed rear porch; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 13

ADDRESS: 1309 North Indiana

ACTIVE FIELD FILE STARTED: August 30, 2002

NOTICE(S) ISSUED: Since August 30, 2002, a notice of improvement and several violation notices have been issued. Emergency board-ups were performed on February 19, 2005 for a cost of $155.43 and July 27, 2007 for a cost of $239.32.

PRE-CONDEMNATION LETTER: June 25, 2007

TAX INFORMATION: The 2005, 2006, and 2007 taxes are delinquent in the amount of $1762.31, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting, lot cleanup, and board-up in the amount of $895.08.

PREMISE CONDITIONS: Premises are overgrown.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Weed mowing cases as follows: August 11, 2005 in the amount of $111.64, May 27, 2005 in the amount of $111.64, March 27, 2006 in the amount of $111.64, and April 24, 2007 in the amount of $114.99.

POLICE REPORT: From July 1, 1996 through December 28, 1999 there have been three reported police incidents at this location including other miscellaneous offenses, battery, and revocation suspended drivers license.

FORMAL CONDEMNATION ACTION INITIATED: October 3, 2007

RECENT DEVELOPMENTS: No repairs have been made. Structure is secure. It should be noted that this property is located across the street from newly constructed homes.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 3, 2007 BCSA hearing, no

one attended the hearing on behalf of this property. Vacant for about five years, this 30x30 one-story frame dwelling has a cracking and shifting block foundation; broken and missing siding; a badly worn composition roof with missing shingles; rotted decking on the front porch; damaged siding and a broken window on the enclosed rear porch; and rotted wood trim and framing members.

Board Member Harder made a motion to refer the property to the City Council for condemnation action with ten days to begin razing the structure and ten days to complete its removal. Board Member Hentzen seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1116 North Mathewson

LEGAL DESCRIPTION: Lot 57 and 59 on Mathewson Avenue, in Getto's Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x45 feet in size. Vacant and open, this structure has a shifting, cracking and missing block foundation; missing aluminum siding; badly worn composition roof; shifting front porch block foundation, rotted guard rails and wood deck; rotted and damaged wood trim and framing members; and the 10x10 foot accessory aluminum shed is rusted, dented, and has a missing door.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 13

ADDRESS: 1116 North Mathewson

ACTIVE FIELD FILE STARTED: June 9, 2004

NOTICE(S) ISSUED: Since June 9, 2004, there have been several notice of improvements, violation notices, and pre-condemnation letters issued.

PRE-CONDEMNATION LETTER: July 19, 2007

TAX INFORMATION: The 2005, 2006, and 2007 taxes are delinquent in the amount of $1067.30.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting in the amount of $120.03 and a pending special in the amount of $1551.51.

PREMISE CONDITIONS: Fair

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Weed mowing cases as follows: July 13, 2005 in the amount of $111.64, May 24, 2006 in the amount of $111.64, and April 24, 2007 in the amount of $114.99. Lot cleanup on September 27, 2007 in the amount of $1551.51.

POLICE REPORT: From August 18, 1994 through December 28, 2003 there have been eight reported police incidents at this location, including miscellaneous officers, miscellaneous report, battery (four), and trespass (two).

FORMAL CONDEMNATION ACTION INITIATED: October 3, 2007

RECENT DEVELOPMENTS: No repairs have been made. The structure has an open north window, rear window, and rear door. The accessory shed is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 3, 2007 BCSA hearing, there was no representative for this property in attendance.

Board Member Youle made a motion to refer the property to the City Council with a recommendation for condemnation action, with ten days to begin wrecking and ten days to complete demolition. Board Member Harder seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1121 North Green

LEGAL DESCRIPTION: Lot 18 and 20, Block 5, Esterbrook Park Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26x37 feet in size. Vacant for at least 8 years, this structure has a cracking, shifting, and missing concrete block foundation; rotted and missing wood lap siding; sagging and badly worn composition roof with missing shingles and holes; rotted and missing wood trim and framing members; and the 10x10 foot accessory structure is deteriorated .

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 13

ADDRESS: 1121 North Green

ACTIVE FIELD FILE STARTED: February 20, 2004

NOTICE(S) ISSUED: Since February 20, 2004, several notice of improvements, violation notices, and pre-condemnation letters have been issued.

PRE-CONDEMNATION LETTER: August 23, 2007

TAX INFORMATION: The 2005, 2006, and 2007 taxes are delinquent in the amount of $359.41.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Fair with numerous tree saplings.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: On August 14, 1994 one reported police incident at his location of aggravated assault firearms shots fired.

FORMAL CONDEMNATION ACTION INITIATED: October 3, 2007

RECENT DEVELOPMENTS: No repairs have been made. There is hole in the north wall of the structure and graffiti on rear of structure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 3, 2007 BCSA hearing, there was no one attending the hearing as a representative for this property.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation action with ten days to begin demolition and ten days to complete demolition. Board Member Youle seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1421 North Grove

LEGAL DESCRIPTION: South Half of lot 169 and All of 171, Tyler now Grove Street, Logan Addition, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 22x38 feet in size. Vacant since August 16, 2007, this structure has shifting and cracking concrete block basement walls; cracked, chipped, and missing siding; sagging composition roof; and the front porch is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 13

ADDRESS: 1421 North Grove

ACTIVE FIELD FILE STARTED: May 18, 2006

NOTICE(S) ISSUED: Since May 18, 2006, a notice of improvement and violation notices have been issued.

PRE-CONDEMNATION LETTER: August 23, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $405.38.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Scattered trash.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: From July 29, 1993 through August 15, 2007 there have been eleven reported police incidents at this location, including battery, disturb peace phone call domestic violence, criminal contempt domestic violence (two), unlawful possession narcotics, other destruction of property, suspicious character other, intimidation (two), miscellaneous report, and dead bodies found no witness.

FORMAL CONDEMNATION ACTION INITIATED: October 3, 2007

RECENT DEVELOPMENTS: No repairs have been made. This property has an open

north and south window, and rear door.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 3, 2007 BCSA hearing, there was no representative for this property in attendance at the hearing.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation action, with ten days to begin demolition and ten days to complete demolition. Board Member Hartwell seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1735 North Green

LEGAL DESCRIPTION: Lots 23 and 25, on Green Street, Walter Morris & Son's Fourth Addition to Wichita, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32x22 feet in size. Vacant for at least 10 months, this structure has missing siding; badly worn composition roof; deteriorated front porch with buckled decking and deteriorating steps; rotted wood trim and framing members; and the 27x18 foot wood accesory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 13

ADDRESS: 1735 North Green

ACTIVE FIELD FILE STARTED: September 13, 2004

NOTICE(S) ISSUED: Since September 13, 2004, a notice of improvement and several violation notices have been issued.

PRE-CONDEMNATION LETTER: May 22, 2007

TAX INFORMATION: The 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of $2762.87. It is in tax foreclosure.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Miscellaneous trash and debris.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: October 3, 2007

RECENT DEVELOPMENTS: No repairs have been made. The cellar door and crawl space are open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 3, 2007 BCSA hearing, no one was present as a representative for this property.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to begin removal of the structure and ten days to complete demolition. Board Member Harder seconded the motion. The motion passed unanimously

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 16, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2911 East 24th Street North

LEGAL DESCRIPTION: Lot 1, Block N, Audrey Matlock Heights First Addition, an Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 45x26 feet in size. Vacant for about 4 months, this structure has extensive fire damage; missing wood siding; deteriorating composition roof with missing shingles and holes; fire damaged front porch overhang; and deteriorating wood trim and framing members .

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety

hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 16, 2008

BCSA GROUP # 13

ADDRESS: 2911 East 24th Street North

ACTIVE FIELD FILE STARTED: April 26, 2007

NOTICE(S) ISSUED: Since April 26, 2007, violation notices have been issued.

PRE-CONDEMNATION LETTER: April 30, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $872.28.

COST ASSESSMENTS/DATES: There is a pending special in the amount of $1102.63.

PREMISE CONDITIONS: Fair

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Lot cleanup on October 3, 2007 in the amount of $1102.63.

POLICE REPORT: From April 9, 1991 through January 20, 2007 there have been twenty-two reported police incidents at this location, including auto theft not recovered, aggravated assault clubbing, aggravated battery other, aggravated battery domestic violence, burglary residence, other traffic violation, disorderly conduct other, other destruction of property, miscellaneous report, destruction property drive by firearm,

intimidation domestic violence, fighting domestic violence, battery (three), battery domestic violence (four), and intimidation (three).

FORMAL CONDEMNATION ACTION INITIATED: October 3, 2007

RECENT DEVELOPMENTS: No repairs have been made. Roof and second floor windows are open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 3, 2007 BCSA hearing, there was no representative present on behalf of this property.

Board Member Harder made a motion to refer the property to the City Council for condemnation action with ten days to begin demolition and ten days to complete demolition. Board Member Hartwell seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

Agenda Item No. 32.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (District I)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On December 18, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on February 5, 2008.

Analysis: On December 3, 2007 the Board of Code Standards and Appeals (BCSA) held a hearing on seven (7) properties listed below:

Property Address	Council District
a. 331 North Ash	I
b. 1309 North Indiana	I
c. 1116 North Mathewson	I
d. 1121 North Green	I
e. 1421 North Grove	I
f. 1735 North Green	I
g. 2911 East 24th North	I

Detailed information/analysis concerning this property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

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 December 21, 2007, and December 28, 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 building a dangerous and unsafe structure, 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 structure would be contingent on the following: (1) All taxes have been paid to date, as of February 5, 2008; (2) the structure has been secured as of February 5, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of February 5, 2008, and will be so maintained during renovation.

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.

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

_____FIRST PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF CUSTOM CUPBOARDS, INC. SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Custom Cupboards, Inc., requests an ad valorem tax exemption on a proposed expansion project of 80% for a five-year term on the construction of a new building expansion and the purchase of certain new manufacturing equipment; and

WHEREAS, Custom Cupboards, Inc., has operated within the City for more than twenty-five years as a manufacturer of custom built cabinetry for homes and offices**;** and

WHEREAS, Custom Cupboards, Inc., proposes a $1,813,585 expansion by the construction of a new building expansion and newly purchased equipment to be located at 3738 S. Norman in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Custom Cupboards, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 5, 2008; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Custom Cupboards, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion and the purchase of certain personal property.

2. The construction of the expansion and purchase of personal property for which exemption is given occurred after January 19, 2006. No exemption will be given for construction or purchases, which occurred before that date.

3. Such property purchases are to be used exclusively for manufacturing articles of commerce.

4. By such purchases, Custom Cupboards, Inc. will create new employment for 30 employees within three years after the start of the project.

5. Tax exemption will be given only for the construction of a building expansion and purchase of certain personal property as reflected in Exhibit I attached hereto.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

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

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Custom Cupboards, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.

2. Custom Cupboards, Inc. is hereby granted an ad valorem tax exemption of 80% for a five-year term on the construction of a building expansion and purchase of personal property and of 80% for a second five years, solely on the building addition started after January 15, 2006, and located within the Wichita City limits at 3738 S. Norman in southwest Wichita, at an estimated cost of $1,813,585, as further defined in Exhibit I attached hereto. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Custom Cupboards, Inc. may be required to repay amounts previously abated), in the event of any failure by Custom Cupboards, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Custom Cupboards, Inc. is hereby approved.

4. The City Manager’s Office shall be responsible for monitoring the performance of Custom Cupboards, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Custom Cupboards, Inc.’s written request for ad valorem tax exemptions as presented to the City Council

and to administrative staff and dated November 12, 2007, and as stated in Custom Cupboards, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Custom Cupboards, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Custom Cupboards, Inc. has executed with the City.

7. The City Council may, at its discretion, require Custom Cupboards, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Custom Cupboards, Inc. has executed with the City.

8. Upon finding that Custom Cupboards, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Custom Cupboards, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this ___ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. 33.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request, Custom Cupboards, Inc. (District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the Public Hearing, approve first reading of the Ordinance and tax exemption request.

BACKGROUND: On July 20, 2004, City Council approved a five-plus-five year 97.5% ad valorem tax exemption to Custom Cupboards, Inc. (Custom Cupboards) for an expansion that included construction of a building addition and purchase of new equipment. On May 3, 2005, City Council also approved a 75% five-plus-five year tax exemption on a building addition and new manufacturing equipment and on September 12, 2006, City Council approved a 72% tax exemption on new manufacturing equipment.

Custom Cupboards has continued to grow its business of manufacturing custom built cabinetry. Custom Cupboards has now expanded its manufacturing capacity through construction of a 12,000 s.f. building expansion and purchase of new machinery and equipment, for a total project cost of $1,813,585. Custom Cupboards is requesting approval of an Economic Development Tax Exemption on the building addition and new machinery and equipment in conjunction with their expansion project.

ANALYSIS: Custom Cupboards located at 3738 S. Norman in southwest Wichita, was locally formed in 1981. Custom Cupboards is a leader in high quality, custom-built cabinetry for residential homes and commercial offices. Custom Cupboards, Inc. has two manufacturing facilities and a showroom located in Kansas. It is the largest manufacturer of residential cabinetry in the state. The company manufactures and sells high quality, custom built cabinetry for the home and office, and sold by approximately 160 dealers in 31 states. Custom Cupboard's products are made-to-order kitchen and bath cabinets, desks, bookcases, entertainment centers, hutches - all with unlimited custom possibilities in finish and design.

The main plant and corporate office which is approximately 200,000 s.f., is located at 3738 S. Norman. Custom Cupboards had another plant with approximately 24,000 s.f. of space located at 2432 S. Sheridan in Wichita which housed the rough mill where the cabinet drawer fronts and face frames were manufactured, but have since moved those operations to the expanded facility at the S. Norman location.

The expansion project includes construction of a 12,000 s.f. building expansion and the purchase of new machinery and equipment (see exhibit I attached hereto). Custom Cupboards currently employs 261 and plans to add at least 30 new jobs within the next three years. Custom Cupboards exports 95% of all production out of the State of Kansas.

The expansion project is itemized in Exhibit I attached hereto. Under the Economic Development Incentive Policy, Custom Cupboards is eligible for the following property tax abatement:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE %	INCENTIVE	EXPLANATION
54.0%	New Job Creation:	Custom Cupboards will create at least 30 new jobs.
26.0%	Capital Improvements:	Custom Cupboards will invest at least $1,813,585.

80.0% ***Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)***

00.0% **Location Premium:** Custom Cupboard is not located in the central redevelopment area.

80.0% TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY

Under the Economic Development Incentive Policy, Custom Cupboards, Inc., is eligible for an 80% tax exemption on the identified real and personal property for a five-year term, plus an 80% tax exemption for a second five-year term on real property only, subject to City Council approval. A notice of public hearing has been published. Custom Cupboards has agreed to comply with the condition set forth in the Economic Development Incentive Policy.

Financial Considerations: The estimated first year real and personal property taxes on the expansion that requires City Council approval would be $33,464, based on the 2007 mill levy. Using the allowable tax exemption of 80 percent, the City would be exempting (for the first year) $26,771 of new taxes from the real and personal property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - $6,788; County/State - $6,969; and USD 265 - $13,015.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	3.20 to one
Sedgwick County	2.50 to one
USD 265	1.28 to one
State of Kansas	4.62 to one

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

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting an 80% tax exemption on the identified real and personal property improvements for a five year term, plus an 80% tax exemption for a second five-year term on real property only, subject to City Council review.

Attachments: Ordinance, Economic Development inducement Agreement and Exhibit I.

Exhibit I

CUSTOM CUPBOARDS, INC.
2006 Property Tax Exemption Application
Tax Abatement Percentage Tables Investment Calculation

Real Estate on which an exemption is requested:

Description	Date Purchased	Cost
Molder/Tooling office	7/30/2005	1,769.77
Dust collection pump	7/30/2005	8,585.00
Air makeup system	1/31/2006	2,357.51
ESO offices	11/30/2005	1,230.03
Blinds, engineerin offices	3/24/2006	812.55
Concrete pads, silo and dumpster	3/30/2006	21,577.00
Heater, paint studio	3/30/2006	580.44
Dock seals	4/30/2006	2,924.00
Shelter offices	11/30/2005	1,002.72
Williams Building Expansion	3/14/2006	421,768.00
Shipping expansion, wall removal	2/28/2006	374.23
Alarm system	2/28/2006	2,879.00
Paint studio, heat and a/c	4/14/2006	12,082.00
Telephone system	5/31/2006	705.00
Dock leveler	6/7/2006	1,661.00
Mezzanine	6/14/2006	29,350.00
Paint studio, heat and a/c	6/30/2006	4,847.17
North Boiler Room	7/31/2006	357.50
Paint Room Venting	10/31/2006	1,075.00
Paint Storage Room	10/31/2006	68,809.00
Paint Storage Room	11/30/2006	23,010.00
Maintenance Office	12/14/2006	1,056.54
Sanding Line, Weidenmann dust collection	6/16/2006	120,218.80
Paint Studio Cabinets	6/23/2006	10,015.50
		739,047.76

CUSTOM CUPBOARDS, INC.
2006 Property Tax Exemption Application
Tax Abatement Percentage Tables Investment Calculation

Equipment & Machinery on which an exemption is requested:

Description	Date Purchased	Cost
Venjakob cross belt sander	1/31/2006	17,560.01
Weinig Powermat 1000 molder	1/31/2006	214,045.13
Tape machine for ESO	1/10/2006	960.00
Wall mount paint pump	1/20/2006	2,070.00
Faceframe rack	1/31/2006	1,091.44
Zebra 105SL printer used to label products	2/3/2006	1,586.00
Stain mixer & Economy Clamp mixer	2/24/2006	1,863.50
Benchtop spray booth	2/24/2006	1,450.00
Shaper heads, door department	3/16/2006	3,575.00
Shaper heads, door department	3/22/2006	570.00
Ritter double line drill, dado department	3/24/2006	16,165.00
Weaver shaper, door department	3/30/2006	2,620.00
Paint mixing scale	4/5/2006	858.19
2 benchtop paint mixers	4/10/2006	1,335.50
Tint mixer	4/14/2006	1,085.00
Walkie talker repeater	4/28/2006	1,987.00
Paint pump system	4/28/2006	2,300.00
Edge shaper head	4/30/2006	570.00
Jig for shaper	3/7/2006	1,495.00
6 paint storage cabinets	3/16/2006	3,600.00
Printer, CNC router	3/6/2006	1,879.59
12" Horizontal resaw	3/6/2006	7,107.50
Vacuum lift, CNC router	2/28/2006	12,739.50
Paint shop-parts cleaner	5/4/2006	2,485.00
Molder heads	5/12/2006	1,866.00
Shipping tape machine	5/19/2006	950.00
Paint shop-light booth	5/19/2006	1,622.00
Door dept-feeders	5/26/2006	2,926.70
Zebra LP2844 Thermal printer	6/1/2006	682.00
Shipping tape machine	6/2/2006	950.00
Paint drum mover	6/13/2006	7,749.00
6 time clock system	6/16/2006	20,752.00
Final detail-hinge press	6/28/2006	1,000.00
Automatic Paint Catalyzer	1/31/2006	36,710.00
		376,206.06

Equipment & Machinery purchased after June 30, 2006:
Statutorily exempt: 698,530.89

Total Investment 1,813,784.71

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this 5th day of February, 2008, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Custom Cupboards, Inc., hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing custom built cabinetry for homes and offices, and, as of December 31, 2006, has completed an expansion by constructing a new building expansion and acquiring and installing certain additional machinery and equipment at that facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:

   A. Between January 19, 2005 and December 31, 2006, the Company will have completed the construction of a building expansion and acquisition and installation of manufacturing equipment at its manufacturing facility, located at 3738 S. Norman, Wichita, Kansas, at a combined cost of $1,813585, to be used exclusively for the purposes of manufacturing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to January 19, 2008, employment of not less than two-hundred and sixty-one (261) employees at such manufacturing facility;

C. On or prior to January 19, 2008, the Company will add an additional thirty (30) new jobs at such manufacturing facility, and thereafter, maintain employment of not less two-hundred and ninety-one (291) employees at such manufacturing facility, through at least December 31, 2016;

D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;

E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;

G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,

I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 12,000 square foot building expansion and machinery and equipment acquired and installed by the Company pursuant to Section 1.A., above, shall be entitled to an 80% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2007, and provided proper application is made thereof. It is the City's further intention that the building expansion shall be entitle to an 80% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2012 to December 31, 2016, subject to the approval, in 2011, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Board of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2016.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In

the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 12th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: _____
_____
_____
Wichita, Kansas 672__

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

CUSTOM CUPBOARDS, INC.

APPROVED AS TO FORM:

_____
Name: _____
Title: _____

_____
Gary Rebenstorf
Director of Law

APPENDIX A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

_____FIRST PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF ZTM, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, ZTM, Inc. requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-year term on the construction of a new building and purchase of certain new manufacturing equipment; and

WHEREAS, ZTM, Inc. has operated within the City for more than 11 years as a manufacturer of close-tolerance machined parts; and

WHEREAS, ZTM, Inc. proposes a $3,010,838 expansion by the construction a building expansion and purchase of machinery and equipment to be located at 4011 E. 31st S. in southeast Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by ZTM, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 5, 2008; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. ZTM, Inc. is an existing business located in Wichita, Kansas and has expanded its business by construction of a new building and the purchase of certain personal property.

2. The construction of the new building and purchase of personal property for which exemption is given occurred after December 23, 2005. No exemption will be given for construction or purchases which occurred before that date.

3. Such building expansion and property purchases are to be used exclusively for manufacturing articles of commerce.

4. By such purchases, ZTM, Inc. will create new employment for 22 employees within four years after the start of the project.

5. Tax exemption will be given only for the construction of a building expansion and purchase of certain personal property as reflected in Exhibits I & II attached hereto.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

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

1. The City Council for the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by ZTM, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted will be used exclusively for manufacturing articles of commerce.

2. ZTM, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a new building and purchase of personal property started after December 23, 2005, and located within the Wichita City limits at 4011 E. 31st S. in southeast Wichita at an estimated cost of $2,270,366, as further defined in Exhibits I & II attached hereto. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and ZTM, Inc. may be required to repay amounts previously abated), in the event of any failure by ZTM, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and ZTM, Inc. is hereby approved.

4. The City Manager’s Office shall be responsible for monitoring the performance of ZTM, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in ZTM, Inc.’s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated October 23, 2007, and as stated in ZTM, Inc.’s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that ZTM, Inc. no longer is entitled to such exemption in accordance with the Economic

Development Incentive Policy of the City of Wichita and the terms of the Economic Development Incentive Agreement which ZTM, Inc. has executed with the City.

7. The City Council may, at its discretion, require ZTM, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which ZTM, Inc. has executed with the City.

8. Upon finding that ZTM, Inc. has failed to meet its obligation under the Economic Development Incentives Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on ZTM, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this ___ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. 34.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (ZTM, Inc.)(District III)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the Public Hearing, approve first reading of the Ordinance and tax exemption request.

BACKGROUND: On December 19, 2000, City Council approved a five-plus-five year 98% ad valorem tax exemption to ZTM, Inc. (ZTM) for an expansion that included acquisition of an existing facility and purchase of new manufacturing equipment. On November 20, 2001, City Council also approved a 74.5% five-year tax exemption on acquisition of new manufacturing equipment, February 3, 2004, approved a 61% tax exemption on new manufacturing equipment, and on May 3, 2005, City Council approved a 62.5% tax exemption on new manufacturing equipment. On April 18, 2006, City Council approved a 50% tax exemption on new manufacturing equipment.

Since establishment, ZTM has sustained consistent growth in manufacturing parts for the aerospace industry. ZTM has once again expanded its manufacturing capacity, to include construction of a 26,000 s.f. building addition and acquisition of new manufacturing equipment in the amount of $3,010,838. ZTM is now requesting approval of an Economic Development Tax Exemption on the construction of a building addition and acquisition of new manufacturing equipment in conjunction with the expansion project.

ANALYSIS: ZTM located at 4011 E. 31st S. in southeast Wichita, was locally formed in 1996. ZTM is a manufacturer of large, complex precision machine parts and assemblies for the aerospace industry. ZTM mills close-tolerance component aircraft parts in support of Wichita's major aircraft manufacturers. ZTM has assembled an impressive and efficient array of equipment, including 3-axis and 4-axis machines. ZTM also performs tooling and prototype work for the aircraft industry. ZTM utilizes sophisticated computer-controlled manufacturing equipment for their precise milling work. ZTM uses state of the art computer automated part loading, high-speed tool changer and chip removal, for speed and efficiency. Their capabilities include manufacturing parts from aluminum, steel, titanium and inconell.

Staff conducted a site-monitoring visit on September 11, 2007; ZTM is in compliance with all the terms and conditions under which the City granted the 2006 exemption. ZTM currently employs 59 employees, which the company has added 12 new employees since 2004. ZTM projects to add an additional 22 new jobs over the next four years, at an average annual salary of $39,341.

ZTM's major customers include Spirit Aerosystems/Boeing Wichita and Boeing Seattle. ZTM exports 100% of all production of out Kansas.

The expansion project is itemized in Exhibits I attached hereto. Under the Economic Development Incentive Policy, ZTM is eligible for the following property tax abatement:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE %	INCENTIVE	EXPLANATION
67.0%	New Job Creation:	ZTM will create at least 22 new jobs.
32.5%	Capital Investments:	ZTM will invest at least $3,010,838.
99.5%	***Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)***	
00.0%	**Location Premium:**	ZTM is not located in the central redevelopment area.
99.5%	**TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY**	

Under the Economic Development Incentive Policy, ZTM is eligible for a 100% tax exemption for a five-year term on the identified real and personal property, plus a 100% tax exemption for a second five-year term on real property only, subject to City Council approval. A notice of public hearing has been published. ZTM has agreed to comply with the conditions set forth in the Economic Development Incentive Agreement.

Financial Considerations: The estimated first year taxes on the proposed $3,010,838 expansion would be $85,035 on real and personal property, based on the 2007 mill levy. ZTM made $740,742 worth of equipment purchases after June 30, 2006, which makes it automatically exempt from personal property taxes. The estimated first year taxes on that personal property would be $21,861. The estimated first year real and personal property taxes on the expansion that requires City Council approval would be $63,173. Using the allowable tax exemption of 100 percent, the City would be exempting (for the first year) $63,173 of new taxes from the real and personal property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - $17,113; County/State - $17,570; and USD 259 - $28,490.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	2.28 to one
Sedgwick County	1.78 to one
USD 259	1.25 to one
State of Kansas	6.21 to one

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

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, and approve first reading of the Ordinance, granting a 100% tax exemption on the identified real and personal property improvements for a five-year term, plus a 100% tax exemption for a second five-year term on real property only, subject to City Council approval.

Attachments: Ordinance and Economic Development Incentive Agreement

Exhibit I

ZTM, INC.
2006 Property Tax Exemption Application

Building Expansion on which an exemption is requested:
26000 SQ Ft Expansion

Description	Date Purchased	Cost	
Smith Constructino, Inc. building expansion	11/30/2006	1,231,470.00	
Parking Lot Repair	9/27/2006	18,679.92	
Wiring	9/30/2006	45,076.25	
Steele's Landscape	10/8/2006	6,041.00	
Westar rransformer for building addition	11/8/2006	3,432.04	
Trane furnace	11/2/2006	9,006.52	
Exhaust venilator	11/21/2006	3,687.79	
Trane furnace	11/30/2006	9,196.64	
Gaffey Crane	7/7/2006	36,196.28	
			1,362,786.44

Equipment on which an exemption is requested:

Description	Date Purchased	Cost	
6 Tombstones	1/25/2006	29,700.00	
Shelving	2/1/2006	600.79	
Arbor Press #4-R	2/15/2006	5,600.00	
Shelving	3/3/2006	7,084.98	
Toyoda load station	3/31/2006	14,257.00	
2 Amork Cube Tombstones	4/26/2006	9,452.50	
2 Toyoda Access Station Work Platforms	5/2/2006	3,794.00	
Tooling for Toyodas	5/31/2006	23,084.67	
2 Amork Cube Tombstones	6/9/2006	9,452.50	
Tooling for Toyodas	6/30/2006	4,400.85	
Toyoda #5	5/11/2006	400,076.50	
Toyoda #5	6/24/2006	400,076.50	
			907,580.29

Equipment purchased after June 30,2006:
Statutorily exempt: 740,471.54

3,010,838.27

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____ day of February, 2008, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and ZTM, Inc., hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing close-tolerance machined parts, and, as of December 31, 2006, has completed an expansion by constructing a building addition and acquiring and installing certain additional machinery and equipment at that facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:

   A. Between December 23, 2005 and December 31, 2006, the Company will have completed the construction of a building addition and the acquisition and installation of manufacturing equipment at its manufacturing facility, located at 4011 E. 31st Street South, Wichita, Kansas, at a cost of $3,010,838, to be used exclusively for the purposes of manufacturing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to December 3 2009, employment of not less than fifty-nine (59) employees at such manufacturing facility;

C. On or prior to December 23, 2009, the Company will add an additional twenty-two (22) new jobs at such manufacturing facility, and thereafter, maintain employment of not less eighty-eight (88) employees at such manufacturing facility, through at least December 31, 2016;

D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;

E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;

G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,

I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or

agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that building addition and machinery and equipment acquired and installed by the Company pursuant to Section 1.A., above, shall be entitled to a 100% exemption from *ad valorem* taxation on real and personal property for a period of five (5) calendar years, commencing January 1, 2007, and provided proper application is made therefore. It is the City's further intention that the 26,000 square foot building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2012 to December 31, 2016, subject to the approval, in 2011, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Board of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2016.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 12th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: _____
_____
_____
Wichita, Kansas 672__

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf
Director of Law

ZTM, Inc.

_____
Name: _____
Title: _____

APPENDIX A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

_____FIRST PUBLISHED IN THE WICHITA EAGE ON_____

ORDINANCE NO._____

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF COX MACHINE, INC, SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Cox Machine, Inc. requests an ad valorem tax exemption on a proposed expansion project of 70% for a five-year term on the construction of a building addition and purchase of certain new manufacturing equipment; and

WHEREAS, Cox Machine, Inc. has operated within the City for more than fifty years as a manufacturer of aircraft parts; and

WHEREAS, Cox Machine, Inc. proposes a $1,300,734 expansion by the construction of a building addition and purchase of machinery and equipment to be located at 5338 W. 21st N. in northwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Cox Machine, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 5, 2008; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Cox Machine, Inc. is an existing business located in Wichita, Kansas and intends to expand its business by the construction of a building addition and the purchase of certain personal property.

2. The construction of the new building and purchase of personal property for which exemption is given occurred after July 20, 2005. No exemption will be given for construction or purchases which occurred before that date.

3. Such property purchases are to be used exclusively for manufacturing articles of commerce.

4. By such purchases, Cox Machine, Inc. will create new employment for 25 employees within three years after the start of the project.

5. Tax exemption will be given only for the construction of a building addition and purchase of certain personal property as reflected in Exhibit I attached hereto.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

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

1. The City Council for the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Cox Machine, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted will be used exclusively for manufacturing articles of commerce.

2. Cox Machine, Inc. is hereby granted an ad valorem tax exemption of 70% for five years on the construction of a building addition and purchase of personal property and of 70% for a second five years, solely on the building addition started after July 20, 2005, and located within the Wichita City limits at 5338 W. 21st N. in northwest Wichita at an estimated cost of $1,300,734, as further defined in Exhibit I attached hereto. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Cox Machine, Inc. may be required to repay amounts previously abated), in the event of any failure by Cox Machine, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Cox Machine, Inc. is hereby approved.

4. The City Manager’s Office shall be responsible for monitoring the performance of Cox Machine, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Cox Machine, Inc.’s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated October 23, 2007, and as stated in Cox Machine, Inc.’s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Cox Machine, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Policy of the City of Wichita and the terms of the Economic Development Incentive Agreement which Cox Machine, Inc. has executed with the City.

7. The City Council may, at its discretion, require Cox Machine, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Cox Machine, Inc. has executed with the City.

8. Upon finding that Cox Machine, Inc. has failed to meet its obligation under the Economic Development Incentives Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Cox Machine's expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this ___ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. 35.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Cox Machine, Inc.) (District V)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the public hearing, approve first reading of the Ordinance and tax exemption request.

BACKGROUND: On November 20, 2001, City Council approved a five-plus-five year 98% Economic Development Tax Exemption to Cox Machine, Inc. ("Cox Machine") for an expansion project that resulted in the construction of a new facility and the purchase of new machinery and equipment. On April 6, 2004, City Council also approved a 61% tax exemption on new manufacturing equipment, April 18, 2006, approved a 70% tax exemption on new manufacturing equipment.

Cox Machine Inc., located at 5338 W. 21st N. in northwest Wichita, was locally formed in 1954. Since its establishment, Cox Machine has achieved consistent growth in its manufacturing of parts for the aerospace industry. Cox Machine recently expanded its manufacturing capacity through to include additional manufacturing space and acquisition of new machinery and equipment in the amount of $1,300,734. Cox Machine is now requesting approval of an Economic Development Tax Exemption on the construction of a building addition and newly acquired manufacturing equipment in conjunction with the expansion project.

ANALYSIS: Cox Machine is engaged in the manufacture of high quality small parts for the aerospace industry. Cox Machine has a CDC milling department that uses CAD programs, which optimize programming capabilities. Cox Machine also has a grinding department that offers thread grinding and includes centerless as well as cylindrical grinding. Other operations offered by Cox Machine is gun drilling, sheet metal fabrication, small assembly operations, kitting and engineering. Customers include Raytheon, Boeing, Bombardier, Cessna, Northrop, Lockheed Martin, Middle River, and the U.S. Government among others. Cox Machine exports 96% of its production outside of the State of Kansas.

Staff conducted a site-monitoring visit on August 15, 2006. Cox Machine is in compliance with the terms and conditions under which the City granted the 2004 exemption. Cox Machine currently has 73 employees and plans to add an additional 25 employees over the next three years at an average annual salary of $34,360. The expansion project includes construction of a 12,000 s.f. building addition with a cost of $565,873, and purchase of additional machinery and equipment at $734,862.

Cox Machine's expansion project is itemized in Exhibit I attached hereto. Under the City's Economic Development Incentive Policy, Cox Machine is eligible for the following:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE %	INCENTIVE	EXPLANATION
49.71%	New Job Creation:	Cox Machine will create at least 25 new jobs.
20.50%	Capital Investment	Cox Machine will invest at least $1,300,734.
70.21%	***Sub Total Business – Incentive Eligibility (Maximum allowed is 100%)***	
00.00%	Location Premium: Cox Machine is not located in the central redevelopment area.	
70.21%	**TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY**	

Under the Economic Development Incentive Policy, Cox Machine is eligible for a 70% tax exemption for a five-year term on the identified real and personal property, plus a 70% tax exemption for a second five-year term on real property only, subject to City Council approval.. A notice of public hearing has been published. Cox Machine has agreed to comply with the conditions set forth in the Economic Development Incentive Policy.

Financial Considerations: The estimated first year taxes on Cox Machine's proposed $1,300,734 expansion would be $36,666 on real and personal property. Using the allowable tax exemption of 70 percent, the City would be exempting (for the first year) $16,895.70 of new taxes from the real and personal property tax rolls, based on the 2007 mill levy. The tax exemption will be shared among the taxing entities as follows: City - $4,630.96; County/State - $4,754.63; and USD 266 - $7,510.12.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	2.91 to one
Sedgwick County	2.34 to one
USD 266	1.27 to one
State of Kansas	5.36 to one

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

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, and approve first reading of the Ordinance granting a 70% tax exemption on the identified real and personal property improvements for a five-year term and a 70% exemption on real property only, for a further five-year period, subject to City Council review.

Attachments: Exhibits I & II, Ordinance and Economic Development Incentive Agreement

Exhibit I

Cox Machine, Inc.
2006 Property Tax Exemption Application

Building Expansion on which an exemption is requested:

Description	Date Purchased	Cost	
Evans Building company, Inc.	3/1/2006	515,233.00	
Mies Construction, Inc.	3/31/2006	50,640.00	
			565,873.00

Equipment on which an exemption is requested:

Description	Date Purchased	Cost	
Tombstone & Accessories	1/15/2006	22,131.17	
MMC2 System	2/15/2006	238,250.00	
Brace & arms	3/6/2006	994.44	
Tombstone & Accessories	5/17/2006	21,903.00	
Powermatic 15" Drill Press	6/1/2006	650.00	
Amork Cube Tombstone	6/19/2006	18,482.08	
Floppy Drive assembly for CNC machines	6/28/2006	2,870.84	
			305,281.53

Equipment purchased after June 30,2006:
Statutorily exempt: 429,580.20

1,300,734.73

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____ day of February 5, 2008, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Cox Machine, Inc., hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing of precision machined parts, and, as of December 31, 2006, has completed an expansion by acquiring and installing certain additional machinery and equipment at that facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:

   A. Between July 20, 2005 and December 31, 2006, the Company will have completed the construction of a building addition and the acquisition and installation of manufacturing equipment at its manufacturing facility, located at 5338 W. 21st Street North, Wichita, Kansas, at a cost of $1,300,734, to be used exclusively for the purposes of manufacturing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to July 20, 2008, employment of not less than seventy (73) employees at such manufacturing facility;

C. On or prior to July 20, 2008 the Company will add an additional twenty-five (25) new jobs at such manufacturing facility, and thereafter, maintain employment of not less than ninety-eight (98) employees at such manufacturing facility, through at least December 31, 2016;

D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;

E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;

G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,

I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or

agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the building addition and the machinery and equipment acquired and installed by the Company pursuant to Section 1.A., above, shall be entitled to a 70% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2007, and provided proper application is made thereof. It is the City's further intention that the 12,000 square foot building expansion shall be entitled to a 70% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2012 to December 31, 2016, subject to the approval, in 2011, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Board of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2016.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 12th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: _____
_____
_____
Wichita, Kansas 672__

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf
Director of Law

COX MACHINE, INC.

_____
Name: _____
Title: _____

APPENDIX A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

_____FIRST PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO.

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF DIVERSIFIED SERVICES, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Diversified Services, Inc. requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-year term on the acquisition of an additional building; and

WHEREAS, Diversified Services, Inc. has operated within the City for more than thirty years as a manufacturer of metal processing services; and

WHEREAS, Diversified Services, Inc. proposes a $1,383,500 expansion by the purchase and improvement of existing vacant buildings located at 701-721 E. Murdock in downtown Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Diversified Services, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by The Wichita State University and has conducted a public hearing on such application on February 5, 2008; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Diversified Services, Inc. is an existing business located in Wichita, Kansas and intends to expand its business by the purchase of certain real property.

2. The purchase of real property for which exemption is given occurred after June 25, 2006. No exemption will be given for purchases which occurred before that date.

3. Such property purchases are to be used exclusively for manufacturing articles of commerce.

4. By such purchases, Diversified Services, Inc. will create new employment for 37 employees within five years after the start of the project.

5. Tax exemption will be given only for the purchase of certain real property as reflected in Exhibit I attached hereto.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

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

1. The City Council for the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Diversified Services, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.

2. Diversified Services, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year period on its building acquisition and of 100% for a second five years, subject to council approval, started after June 25, 2006, and located within the Wichita City limits at 701-721 E. Murdock in downtown Wichita at an estimated cost of $1,383,500, as further defined in Exhibit I attached hereto. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Diversified Services, Inc. may be required to repay amounts previously abated), in the event of any failure by Diversified Services, Inc. to perform obligations under the Economic Development Incentive Agreement executed with the City.

3. The Economic Development Incentive Agreement by and among the City of Wichita and Diversified Services, Inc. is hereby approved.

4. The City Manager’s Office shall be responsible for monitoring the performance of Diversified Services, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Diversified Services, Inc.’s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated October 23, 2007, and as stated in Diversified Services, Inc.’s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Diversified Services, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Diversified Services, Inc. has executed with the City.

7. The City Council may, at its discretion, require Diversified Services, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement, which Diversified Services, Inc. has executed with the City.

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8. Upon finding that Diversified Services, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall required the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Diversified Services, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities a the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this ___ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____ day of February, 2008, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Diversified Services, Inc. hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for aerospace finishing and inspection, and, as of December 31, 2006, has completed an expansion by purchasing a building and acquiring and installing certain additional machinery and equipment at that facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:

   A. Between June 25, 2006 and December 31, 2006, the Company will have completed the acquisition of a building and acquisition and installation of manufacturing equipment, located at 701-721 E. Murdock, Wichita, Kansas, at a cost of $1,383,500, to be used exclusively for the purposes of manufacturing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to June 25, 2011, employment of not less than one-hundred-seven (107) employees at such manufacturing facility;

C. On or prior to June 25, 2011, the Company will add an additional thirty-seven (37) new jobs at such manufacturing facility, and thereafter, maintain employment of not less one-hundred forty-four (144) employees at such manufacturing facility, through at least December 31, 2016;

D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;

E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;

G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,

I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the equipment acquired by the Company pursuant to Section 1.A., above, shall be entitled to a 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2007, and provided proper application is made therefor. It is the City's further intention that the 59,000 square foot building shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of years from January 1, 2012 to December 31, 2016, subject to the approval, in 2011, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Board of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2016.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms

contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 12th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: _____
_____
_____
Wichita, Kansas 672__

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf
Director of Law

DIVERSIFIED SERVICES, INC.

_____
Name: _____
Title: _____

APPENDIX A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Diversified Services, Inc.) (District VI)

INITIATED BY: Finance Department

AGENDA: New Business

RECOMMENDATION: Close the public hearing and approve the first reading of the Ordinance and tax exemption request.

BACKGROUND: One December 19, 2000 City Council five-plus-five year 100% ad valorem tax exemption to Diversified Services, Inc. for an expansion that included acquisition of an existing facility and purchase of new manufacturing equipment located at its main plant at 1419 S. McLean Blvd.

Since establishment, Diversified Services, Inc. ("DSI") has sustained consistent growth with the aerospace industry. DSI has once again expanded its manufacturing capacity, through acquisition of the former Safelite facility at 701-721 E. Murdock and purchase of manufacturing equipment in the amount of $1,383,500. Based on a letter of intent, DSI is now requesting approval of an Economic Development Tax Exemption on the acquisition of the manufacturing facility in conjunction with the expansion.

ANALYSIS: Diversified Services, Inc. was locally formed in 1961. DSI is a national leader in aerospace finishing and inspection. Diversified Services provides processing services including chemical conversion, chromic acid anodizing, penetrant, prime, painting, non-destructive testing and cryogenic treatment of tooling and materials.

Diversified Services, Inc. currently employs 107 persons and plans to add at least 37 new jobs over the next five years. The $1,383,500 expansion project includes acquisition of the 59,000 s.f. former Safelite facilities building, and acquisition of manufacturing equipment

The expansion project is itemized in Exhibit I attached hereto. Under Economic Development Incentives Policy, DSI is eligible for the following:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE %	INCENTIVE	EXPLANATION
59%	New Job Creation:	DSI will create at least 37 new jobs.
21%	Capital Improvements:	DSI will invest at least $1,383,500
80%	***Sub Total Business - Incentive Eligibility (Maximum allowed is 1000%)***	

20.0%	**Location Premium:**	DSI is located in the central redevelopment area *(additional 20% allowed)*
100.0%	**TOTAL EXEMPTION ALLOWED UNDER BUSINESS INCENTIVE POLICY**	

Under the Economic Development Incentive Policy, DSI is eligible for 100% tax exemption for a five-year term on the identified real property, plus a 100% tax exemption on real property for a second five-year term, subject to City Council approval. A notice of public hearing has been published. DSI has agreed to comply with the conditions set forth in the Economic Development Incentive Policy.

Financial Considerations: The estimated first year taxes on the proposed $1,383,500 expansion would be $28,037 on real property improvements, and $10,964 on personal property, based on the 2007 mill levy. Diversified Services made the equipment purchases after June 30, 2006 which makes it automatically exempt from personal property taxes. Using the allowable tax exemption of 100 percent for the real property, the City would be exempting (for the first year) $28,037 of new taxes from the real property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - $7,595; County/State - $7,797; and USD 259 - $12,644.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	2.49 to one
Sedgwick County	1.87 to one
USD 259	1.25 to one
State of Kansas	6.81 to one

Legal Considerations: The City Attorney's Office has approved the form of the Ordinance.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting a 100% tax exemption on the identified real property improvements for a five-year term, with 100% tax exemption for a second five-year term on real property, subject to City Council review.

Attachments: Exhibit I, Ordinance and Economic Development Incentive Agreement.

Exhibit I

Diversified Services
2006 Property Tax Exemption Application

Building Expansion on which an exemption is requested:

Description	Date Purchased	Cost	
Purchase of former Safelite facilities	8/29/2006	950,000.00	
			950,000.00
Equipment purchased after June 30,2006:			
Statutorily exempt:			433,500.00
			1,383,500.00

Agenda Item No. 37.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: 2008-2009 Airport Teamsters Local 795 Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2008-2009 Memorandum of Agreement between the City and Airport Teamsters Local 795.

Background: The City Negotiating Team and Airport Teamsters Local 795 have reached an agreement on a Memorandum of Agreement for 2008-2009. The union membership ratified the agreement on January 18, 2008.

Analysis: The agreement will be in effect for the period of December 15, 2007 through December 25, 2009 and will provide a 5.6% across the board increase the first year and a 4% across the board increase the second year of the agreement. Eligible employees may also receive step increases of 2.5% each year of the agreement.

A revised salary ordinance including the terms of this agreement will be on the City Council Agenda of February 5, 2008.

Financial Considerations: The wage portion of this agreement will cost approximately $14,500 over the approved 2008 budget and $15,170 over the 2009 budget. Those costs, along with minor supplemental pay and accrual issues, were not originally budgeted but can be accommodated by the Airport.

Goal Area Impact: This agreement affects the city's goal of providing a Safe and Secure Community.

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

Recommendation/Action: Approve the proposed 2008-2009 Memorandum of Agreement between the City and Airport Teamsters Local 795.

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ORDINANCE NO. _____
Non-exempt Salary

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 47-700

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

SECTION 1. A schedule of standard pay ranges established for classifications in ***Wichita Transit*** represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
312	$9.1632	$9.3923	$9.6272	$9.8678	$10.1144	$10.3673	$10.6265
314	$10.4076	$10.6677	$10.9345	$11.2078	$11.4881	$11.7753	$12.0696
315	$10.4076	$10.6677	$10.9345	$11.2078	$11.4881	$11.7753	$12.0696
316	$10.8728	$11.1446	$11.4232	$11.7087	$12.0014	$12.3015	$12.6090
317	$11.6508	$11.9421	$12.2407	$12.5467	$12.8603	$13.1818	$13.5113
320	$13.3618	$13.6958	$14.0383	$14.3892	$14.7489	$15.1176	$15.4957

Range	H	I	J	K	L	M	N	O
312	$10.8922	$11.1645	$11.4436	$11.7297	$12.0229	$12.3235	$12.6315	$12.9474
314	$12.3714	$12.6807	$12.9976	$13.3227	$13.6556	$13.9971	$14.3469	$14.7058
315	$12.3714	$12.6807	$12.9976	$13.3227	$13.6556	$13.9971	$14.3469	$14.7058
316	$12.9242	$13.2474	$13.5785	$13.9180	$14.2660	$14.6227	$14.9882	$15.3629
317	$13.8492	$14.1954	$14.5504	$14.9140	$15.2869	$15.6691	$16.0608	$16.4623
320	$15.8830	$16.2800	$16.6870	$17.1042	$17.5319	$17.9702	$18.4194	$18.8799

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SECTION 2. A schedule of standard pay ranges established for ***seasonal/limited*** classifications for positions in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Current Pay Rates

Pay Range	A	B	C	D	E	F
410	5.50	5.75	6.00	6.25	6.50	*7.00
414	6.25	6.50	6.75	7.00	7.25	*8.00
415	6.50	6.75	7.00	7.25	7.50	*8.25
420	6.75	7.00	7.50	8.25	9.00	10.00

Pay Rates Effective July 24, 2008

Pay Range	A	B	C	D	E	F
410	6.55	6.80	7.05	7.30	7.55	*8.05
414	7.30	7.55	7.80	8.05	8.30	*9.05
415	7.55	7.80	8.05	8.30	8.55	*9.30
420	7.80	8.05	8.55	9.30	10.05	11.05

* These rates are established for supervisory positions only.

SECTION 3. A schedule of standard pay ranges established for ***seasonal/limited*** classifications for recreation positions in the Park Department in which employees are treated in accordance with the provisions of FLSA.

Current Pay Rates

Pay Range	A	B	C	D	E	F
510	5.50	5.75	6.00	6.25	6.50	6.75
515	6.25	6.55	6.85	7.15	7.45	7.75
519	6.90	7.20	7.50	7.80	8.40	9.00
529	10.50	11.00	11.50	12.00	12.50	13.00

Pay Rates Effective July 24, 2008

Pay Range	A	B	C	D	E	F
510	6.55	6.80	7.05	7.30	7.55	7.80
515	7.30	7.60	7.90	8.20	8.50	8.80
519	7.95	8.25	8.55	8.85	9.45	10.05
529	11.55	12.05	12.55	13.05	13.55	14.05

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SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 - December 12, 2008

Range	A	B	C	D	E	F	G
602	7.0433	7.2194	7.3999	7.5849	7.7745	7.9688	8.1681
606	7.6861	7.8783	8.0753	8.2771	8.4841	8.6962	8.9136
607	7.9786	8.1780	8.3825	8.5920	8.8068	9.0270	9.2527
608	8.2889	8.4961	8.7085	8.9262	9.1494	9.3781	9.6126
609	8.6272	8.8429	9.0640	9.2906	9.5228	9.7609	10.0049
610	8.9813	9.2058	9.4360	9.6719	9.9137	10.1615	10.4156
611	9.3398	9.5733	9.8126	10.0579	10.3094	10.5671	10.8313
612	9.7408	9.9843	10.2339	10.4897	10.7520	11.0208	11.2963
613	10.1473	10.4009	10.6610	10.9275	11.2007	11.4807	11.7677
614	10.5880	10.8527	11.1240	11.4021	11.6872	11.9794	12.2789
615	11.0598	11.3363	11.6197	11.9102	12.2080	12.5132	12.8260
616	11.5529	11.8417	12.1378	12.4412	12.7522	13.0710	13.3978
617	12.0775	12.3794	12.6889	13.0062	13.3313	13.6646	14.0062
618	12.6347	12.9505	13.2743	13.6062	13.9463	14.2950	14.6524
619	13.2255	13.5561	13.8950	14.2424	14.5984	14.9634	15.3375
620	13.8366	14.1825	14.5371	14.9005	15.2730	15.6548	16.0462
621	14.5085	14.8712	15.2430	15.6241	16.0147	16.4150	16.8254
622	15.2100	15.5903	15.9800	16.3795	16.7890	17.2087	17.6390
623	15.9476	16.3463	16.7549	17.1738	17.6031	18.0432	18.4943
624	16.7417	17.1602	17.5892	18.0289	18.4797	18.9417	19.4152
625	17.5755	18.0148	18.4652	18.9268	19.4000	19.8850	20.3821
626	18.4603	18.9218	19.3949	19.8798	20.3767	20.8862	21.4083
627	19.3983	19.8833	20.3804	20.8899	21.4121	21.9474	22.4961

Range	H	I	J	K	L	M	N	O
602	8.3723	8.5816	8.7961	9.0160	9.2414	9.4724	9.7093	9.9520
606	9.1364	9.3648	9.5989	9.8389	10.0849	10.3370	10.5954	10.8603
607	9.4840	9.7211	9.9641	10.2132	10.4686	10.7303	10.9985	11.2735
608	9.8529	10.0992	10.3517	10.6105	10.8757	11.1476	11.4263	11.7120
609	10.2550	10.5114	10.7742	11.0436	11.3197	11.6026	11.8927	12.1900
610	10.6759	10.9428	11.2164	11.4968	11.7842	12.0789	12.3808	12.6903
611	11.1021	11.3796	11.6641	11.9557	12.2546	12.5610	12.8750	13.1969
612	11.5787	11.8682	12.1649	12.4690	12.7807	13.1002	13.4278	13.7634
613	12.0619	12.3635	12.6725	12.9894	13.3141	13.6469	13.9881	14.3378
614	12.5858	12.9005	13.2230	13.5536	13.8924	14.2397	14.5957	14.9606
615	13.1467	13.4753	13.8122	14.1575	14.5115	14.8743	15.2461	15.6273
616	13.7328	14.0761	14.4280	14.7887	15.1584	15.5374	15.9258	16.3239
617	14.3564	14.7153	15.0832	15.4602	15.8467	16.2429	16.6490	17.0652
618	15.0187	15.3941	15.7790	16.1735	16.5778	16.9922	17.4170	17.8525
619	15.7209	16.1139	16.5168	16.9297	17.3529	17.7868	18.2314	18.6872
620	16.4473	16.8585	17.2800	17.7120	18.1548	18.6087	19.0739	19.5507
621	17.2460	17.6772	18.1191	18.5721	19.0364	19.5123	20.0001	20.5001
622	18.0799	18.5319	18.9952	19.4701	19.9569	20.4558	20.9672	21.4914
623	18.9566	19.4306	19.9163	20.4142	20.9246	21.4477	21.9839	22.5335
624	19.9006	20.3981	20.9080	21.4307	21.9665	22.5157	23.0786	23.6555
625	20.8917	21.4140	21.9493	22.4981	23.0605	23.6370	24.2280	24.8337
626	21.9435	22.4921	23.0544	23.6308	24.2215	24.8271	25.4478	26.0840
627	23.0585	23.6350	24.2259	24.8315	25.4523	26.0886	26.7408	27.4093

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 13, 2008 – December 25, 2009

Range	A	B	C	D	E	F	G
602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647
627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960

Range	H	I	J	K	L	M	N	O
602	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
627	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057

SECTION 5. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
926	18.4603	18.9218	19.3950	19.8798	20.3768	20.8861	21.4084
927	19.3984	19.8833	20.3804	20.8899	21.4121	21.9474	22.4961
928	20.3683	20.8776	21.3995	21.9345	22.4829	23.0449	23.6210
929	21.3868	21.9213	22.4694	23.0311	23.6069	24.1972	24.8020

Range	H	I	J	K	L	M	N	O
926	21.9440	22.4921	23.0544	23.6308	24.2215	24.8271	25.4478	26.0839
927	23.0586	23.6350	24.2259	24.8315	25.4523	26.0886	26.7408	27.4093
928	24.2116	24.8168	25.4372	26.0732	26.7251	27.3932	28.0780	28.7799
929	25.4221	26.0576	26.7091	27.3768	28.0613	28.7628	29.4818	30.2189

SECTION 6. A schedule of standard pay ranges established for Airport Safety positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	11.5882	11.8779	12.1749	12.4793	12.7913	13.1111	13.4388
40 Hour Week	16.2235	16.6291	17.0448	17.4709	17.9077	18.3554	18.8143
692*							
24 Hour Shift	12.7470	13.0657	13.3924	13.7273	14.0703	14.4222	14.7826
40 Hour Week	17.8458	18.2919	18.7493	19.2181	19.6984	20.1909	20.6958

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	13.7748	14.1191	14.4721	14.8340	15.2047	15.5848	15.9744	16.3738
40 Hour Week	19.2847	19.7668	20.2610	20.7674	21.2866	21.8189	22.3642	22.9233
692*								
24 Hour Shift	15.1522	15.5311	15.9192	16.3173	16.7253	17.1433	17.5718	18.0113
40 Hour Week	21.2132	21.7434	22.2870	22.8443	23.4153	24.0006	24.6006	25.2158

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SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 13, 2008 – December 25, 2009

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	12.0518	12.3530	12.6619	12.9785	13.3030	13.6355	13.9763
40 Hour Week	16.8725	17.2943	17.7266	18.1698	18.6240	19.0896	19.5669
692*							
24 Hour Shift	13.2569	13.5883	13.9281	14.2764	14.6331	14.9990	15.3739
40 Hour Week	18.5597	19.0236	19.4993	19.9868	20.4864	20.9986	21.5236

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	14.3258	14.6839	15.0510	15.4273	15.8129	16.2082	16.6134	17.0287
40 Hour Week	20.0560	20.5574	21.0714	21.5981	22.1381	22.6916	23.2588	23.8402
692*								
24 Hour Shift	15.7583	16.1523	16.5560	16.9700	17.3943	17.8291	18.2747	18.7318
40 Hour Week	22.0617	22.6132	23.1785	23.7580	24.3520	24.9606	25.5847	26.2244

* Hourly rates in this pay range that are designated "24 Hour Shift" are for ***airport safety*** positions assigned to work 24 hour shifts with schedules based on a 27 day work period. The rates designated "40 Hour Week" are provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule.

SECTION 7. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the Police Department that are treated as non-exempt from the overtime provisions of the FLSA.

December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
710	14.4072	14.7674	15.1366	15.5150	15.9029	16.3005	16.7080
711	15.2706	15.6524	16.0437	16.4448	16.8559	17.2773	17.7092
712	16.2552	16.6616	17.0781	17.5051	17.9427	18.3913	18.8510
714	17.4193	17.8548	18.3012	18.7587	19.2277	19.7084	20.2011
722	18.3432	---	---	---	---	---	---
723	19.2076	19.6878	20.1799	20.6844	21.2016	21.7316	22.2749
724	21.1020	21.6295	22.1703	22.7245	23.2926	23.8750	24.4718
725*	23.2058	23.7860	24.3806	24.9901	25.6149	26.2553	26.9116
727*	---	---	---	---	---	27.7350	28.4285

Range	H	I	J	K	L	M	N	O
710	17.1257	17.5583	17.9927	18.4425	18.9035	19.3761	19.8605	20.3570
711	18.1520	18.6058	19.0709	19.5477	20.0364	20.5373	21.0507	21.5770
712	19.3223	19.8054	20.3005	20.8080	21.3282	21.8614	22.4080	22.9682
714	20.7061	21.2237	21.7543	22.2982	22.8556	23.4270	24.0127	24.6130
722	---	---	---	---	---	---	---	---
723	22.8318	23.4025	23.9876	24.5873	25.2020	25.8320	26.4778	27.1398
724	25.0836	25.7107	26.3535	27.0123	27.6876	28.3798	29.0893	29.8165
725*	27.5844	28.2740	28.9809	29.7054	30.4480	31.2092	31.9895	32.7892
727*	29.1391	29.8676	30.6144	31.3796	32.1641	32.9682	33.7924	34.6372

***Hourly rates in this pay range are for law enforcement positions assigned to work 42.5-hour schedules based on a 7-day work period.**

SECTION 7. Continued

December 13, 2008 – December 25, 2009

Range	A	B	C	D	E	F	G
710	14.9835	15.3581	15.7421	16.1356	16.5390	16.9525	17.3763
711	15.8815	16.2785	16.6854	17.1026	17.5301	17.9684	18.4176
712	16.9054	17.3280	17.7612	18.2053	18.6604	19.1269	19.6051
714	18.1161	18.5690	19.0332	19.5090	19.9968	20.4967	21.0091
722	19.0770	---	---	---	---	---	---
723	19.9759	20.4753	20.9871	21.5118	22.0496	22.6009	23.1659
724	21.9461	22.4947	23.0571	23.6335	24.2243	24.8300	25.4507
725*	24.1341	24.7374	25.3558	25.9897	26.6395	27.3055	27.9881
727*	---	---	---	---	---	28.8444	29.5656

Range	H	I	J	K	L	M	N	O
710	17.8107	18.2560	18.7124	19.1802	19.6597	20.1512	20.6550	21.1713
711	18.8781	19.3500	19.8338	20.3296	20.8378	21.3588	21.8928	22.4401
712	20.0952	20.5976	21.1125	21.6403	22.1813	22.7359	23.3043	23.8869
714	21.5343	22.0727	22.6245	23.1901	23.7699	24.3641	24.9732	25.5976
722	---	---	---	---	---	---	---	---
723	23.7450	24.3387	24.9471	25.5708	26.2101	26.8653	27.5370	28.2254
724	26.0870	26.7391	27.4076	28.0928	28.7951	29.5150	30.2529	31.0092
725*	28.6878	29.4050	30.1401	30.8936	31.6660	32.4576	33.2691	34.1008
727*	30.3047	31.0623	31.8390	32.6348	33.4507	34.2869	35.1441	36.0227

***Hourly rates in this pay range are for law enforcement positions assigned to work 42.5-hour schedules based on a 7-day work period.**

SECTION 8. A schedule of standard pay ranges established for commissioned positions in the ***Fire Department*** in which employees are treated as non-exempt from the overtime provisions of FLSA.

December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
821	15.6512	---	---	---	---	---	---
824	19.7418	20.2353	20.7412	21.2598	21.7913	22.3360	22.8944
827* 24 Hr.	15.6348	16.0257	16.4263	16.8370	17.2579	17.6893	18.1316
827* 40 Hr.	21.8887	22.4359	22.9968	23.5718	24.1611	24.7651	25.3842
891* 24 Hr	12.7588	13.0778	13.4047	13.7399	14.0834	14.4354	14.7963
891* 40 Hr	17.8624	18.3089	18.7666	19.2358	19.7167	20.2096	20.7149
892* 24 Hr	14.1013	14.4538	14.8152	15.1855	15.5652	15.9543	16.3532
892* 40 Hr.	19.7418	20.2353	20.7412	21.2598	21.7913	22.3360	22.8944
893* 24 Hr.	15.6348	16.0257	16.4263	16.8370	17.2579	17.6893	18.1316
893* 40 Hr.	21.8887	22.4359	22.9968	23.5718	24.1611	24.7651	25.3842

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	23.4668	24.0535	24.6548	25.2712	25.9030	26.5505	27.2143	27.8947
827* 24 Hr.	18.5849	19.0495	19.5257	20.1039	20.5142	21.0271	21.5527	22.0916
827* 40 Hr.	26.0188	26.6693	27.3360	28.0194	28.7199	29.4379	30.1738	30.9282
891* 24 Hr	15.1662	15.5454	15.9340	16.3324	16.7407	17.1592	17.5882	18.0279
891* 40 Hr	21.2327	21.7636	22.3076	22.8653	23.4370	24.0229	24.6235	25.2391
892* 24 Hr	16.7620	17.1811	17.6106	18.0508	18.5021	18.9647	19.4388	19.9248
892 *40 Hr.	23.4668	24.0535	24.6548	25.2712	25.9030	26.5505	27.2143	27.8947
893* 24 Hr.	18.5849	19.0495	19.5257	20.1039	20.5142	21.0271	21.5527	22.0916
893* 40 Hr.	26.0188	26.6693	27.3360	28.0194	28.7199	29.4379	30.1738	30.9282

SECTION 8. Continued

December 13, 2008 – December 25, 2009

Range	A	B	C	D	E	F	G
821	16.2772	---	---	---	---	---	---
824	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102
827* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568
827* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996
891* 24 Hr	13.2692	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882
891* 40 Hr	18.5769	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435
892* 24 Hr	14.6653	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073
892* 40 Hr.	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102
893* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568
893* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
827* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
827* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653
891* 24 Hr	15.7729	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490
891* 40 Hr	22.0820	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486
892* 24 Hr	17.4325	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217
892 *40 Hr.	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
893* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
893* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653

*****Hourly rates in this pay range that are designated "24 Hour Shift" are for fire protection positions assigned to work hour shifts with schedules based on a 27 day work period. The rates designated "40 Hour Week" are provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule.

SECTION 9. <u>Other Provisions</u>

a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

(1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.

(2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of $600 in 2008 and $650 in 2009 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to $200 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.

(3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of $60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.

(4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of $550 in 2008 and $600 in 2009. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats,

boots, and any other items that the City Manager may authorize.

(5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

(6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of $400.00 in 2008 and $450.00 in 2009 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed $150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

(7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive $110.00 per month for a bachelor's degree or $135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.

(8) Commissioned members of the Fire Department shall receive education pay of $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.

(9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.

(10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed $60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated $60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.

(11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional $35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. An employee may receive only one category of Special Duty Pay.

(12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.

(13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional $0.80 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the

Chief of Police). Police Sergeants who are designated as a Police Field Training Sergeant shall be entitled to an additional $0.70 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police).

(14) FOP-represented employees who opt to take and pass an annual fitness test will receive a $100 bonus for each year in which they pass the test.

(15) Shift differential will be paid at a rate of $.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1st Shift:	From	4:00 a.m. to 2:59 p.m.
2nd Shift:	From	3:00 p.m. to 9:59 p.m.
3rd Shift:	From	10:00 p.m. to 3:59 p.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1st Shift:	From	6:00 a.m.	To: 10:00 a.m.
2nd Shift:	From	10:00 a.m.	To: 5:00 p.m.
3rd Shift:	From	5:00 p.m.	To: 11:00 pm.
4th Shift:	From	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive $0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive $0.15 per hour differential for 2nd shift and $0.25 per hour for 3rd shift.

(16) An employee who is put on standby status shall be compensated at the rate of $1.00 per hour for every hour on standby status.

(17) Allowance for traveling expenses or for the use of personally owned automobiles or trucks may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

(18) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed $2.00 times the total years of service, per month, e.g., $2.00 X 10 years of service = $20.00 per month payment. For employees with over eleven years accumulative CIty employment, the payment shall be $5.00 time the total years of service per month, e.g., $5.00 X 12 years of service = $60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.

(19) The Appointing Authority may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employees organizations.

(20) If an employee moves into a new classification due to a reclassification, or if an employee receives

a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.

h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 11. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 12. Ordinance No. 47-700 is hereby repealed.

SECTION 13. This ordinance shall take effect on _____, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 47-699

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

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

Class Title	Pay Range Number
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic’s Helper	315
Bus Operator	316
Bus Utility Worker	312
City Manager's Secretary	622
Clerical Aide	609
Clerical Aide	609
Clerical Aide	609
Clerk II	615
Clerk III	617
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Aide	619
Community Health Nurse I	927
Community Health Nurse II	929

Class Title	Pay Range Number
Community Service Aide	602
Community Service Records Clerk	414
Community Service Worker	410
Construction Inspector I	623
Construction Inspector II	625
Construction Inspector III	627
Cooperative Education Student	420
Counselor	927
Crime Scene Investigator	714
Crime Scene Supervisor	626
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Service Clerk I	617
Customer Service Clerk II	619
Deputy City Clerk	927
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector I	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector I	623
Energy Systems Specialist	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Field Supervisor	625
Fire Captain	893 or 827
Fire Fighter	891
Fire Investigator I	824
Fire Investigator II	827
Fire Lieutenant	892
Fire Medical Training Officer	827
Fire Operations Training Instructor	893 or 827
Fire Prevention Inspector I	824
Fire Prevention Inspector II	827
Fire Prevention Training Instructor I	824
Fire Prevention Training Instructor II	827
Fire Protection Systems Specialist	827
Fire Recruit	821
Forensic Examiner	929

Class Title	Pay Range Number
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Information Systems Coordinator	926
Inspector	622
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Aide	606
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Equipment Operator	415
Mechanical Inspector I	623
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613
Parts Clerk	622
Photographer	619
Photo Technician	617
Planning Aide	623
Planning Analyst	927

Class Title	Pay Range Number
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector I	623
Plumbing Maintenance Supervisor	627
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Print Shop Supervisor	624
Printing Press Operator I	619
Printing Press Operator II	620
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide	510
Recreation Leader I	515
Recreation Leader II	519
Recreation Specialist	529
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Station Clerk	710
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Structural Maintenance Supervisor	621
Switchboard Operator	616
Systems Analyst I	927
Telecommunications Coordinator	929
Traffic Investigator	619
Traffic Safety Officer	711
Traffic Signal Mechanic	619
Tree Maintenance Aide	616
Tree Maintenance Equipment Supervisor	622

Class Title	**Pay Range Number**
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Meter Reader	619
Water Service Representative	619
Water Utility Worker	618
WHA Inspector	625

SECTION 2. Ordinance No. 47-699 is hereby repealed.

SECTION 3. This ordinance shall take effect on _____, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

-5-

Agenda Item No. 38.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: Non-Exempt Employee Salary and Classification Ordinances for Airport Teamsters Agreement

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the ordinance amendments and place them on first reading.

Background: Amendments to the Non-exempt Employee Salary Ordinance are needed to reflect the new agreement with the Teamsters Union Local #795 (Airport Safety).

Amendments to the Non-exempt Employee Classification Ordinance are needed to change the job titles of the airport officers as agreed in the negotiations.

Analysis:

Non-exempt Employee Salary Ordinance

- Section 6, pay rates for Airport Safety Teamsters employees:
  - Update the 2008 table for the new rates, retroactive to December 15, 2007, reflecting the negotiated 5.6% increase.
  - Add the new table for 2009 rates, reflecting the 4% increase.
- Section 9 – Other Provisions, page 9:
  Revise for changes negotiated in the new Teamsters agreement.
  - Add paragraph a.(9). for new Education Pay for Airport Police and Fire Officers, $50/month for a bachelors degree and $75/month for a masters degree.
  - Add paragraph a.(12) for the $35 per pay period Emergency Medical Technician (EMT) pay which these employees will continue to receive under the new agreement.

Non-exempt Employee Classification Ordinance

- Change title of Airport Public Safety Officer I and II to Airport Police and Fire Officer I and II.
- Delete an unused Laboratory Assistant classification.

Financial Considerations: The costs of the amendments to the Salary Ordinance are scheduled for consideration by the City Council on February 5, 2008. There are no costs associated with the amendments to the Classification Ordinance.

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

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

form.

Recommendations/Actions: Adopt the ordinance amendments and place them on first reading.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	2/5/2008	Wichita Valley Center Flood Control Levee Certification

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
468-84475		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
March 1, 2008	March 1, 2010	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage, desgin & const.	$1,200,000			$1,200,000
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	$1,200,000			$1,200,000
Total CIP Amount Budgeted	$1,000,000			$1,000,000
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

GO Bonds are to be repaid by the City's Stormwater Utility.

13. Recommendation: approve the project and place the ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Agenda Item No. 39.

***Revised: 1/31/08**
See Financial Considerations

City of Wichita
City Council Meeting
February 5, 2008

TO:	Mayor and City Council Members
SUBJECT:	Wichita Valley Center Flood Control Levee Certification (All Districts)
INITIATED BY:	Department of Public Works
AGENDA:	New Business

- -

Recommendation: Approve the Joint Funding Agreements, design Agreement and Resolution.

Background: The City of Wichita and Sedgwick County signed a FEMA Provisional Accredited Levee (PAL) Agreement last year as the owner and operator of the Wichita Valley Center Flood Control. The agreement requires the City to provide certification that the approximately 100 miles of levee surrounding the City meets FEMA levee standards. The certification process will require extensive topographic surveys, hydrologic and hydraulic modeling, soil testing and inspection to study the levee and its internal drainage systems. FEMA has assigned a deadline of February 2, 2009 for Sedgwick County and the City to ensure that the Wichita Valley Center Flood Control meets all Federal levee requirements for design, maintenance, and operation. This is a new FEMA program and Sedgwick County is one of the first communities in Region VII that is required to complete this type of study.

The Wichita Valley Center Flood Control was completed in 1959 at a cost of $20 million dollars and was under construction over a period of 10 years. Although the levee is annually inspected by the Tulsa Corp of Engineers, a comprehensive study proposed with this project has not been completed since the original design in the late 1930's.

Analysis: The deadline to certify our community's levees is not feasible for a Flood Control Project because of its size and age. We will be coordinating with FEMA and our consultant to extend the deadline to December 2009. The Staff Screening and Selection Committee has selected AMEC Earth and Environmental to perform the study.

Financial Considerations: Payment to AMEC will be a not to exceed amount of $2,237,612, and will be shared evenly between Sedgwick County and the City of Wichita. The Agreements requires the City's Stormwater Utility to pay $1,118,806 for consulting fees with the remaining funds to be paid from Sedgwick County. ~~These~~ ***Adequate*** funds ~~have been allocated~~ ***are available*** in the 2007 Capital Improvement Program and the County's operating budget. ***Specifically, the City's share will come from the $1.0 million allocated for this project in the CIP and $118,806 from excess funds in the Digital Imagery Project.***

Goal Impact: The information received will help in providing a safe and secure community by ensuring our community's flood control project meets Federal safety requirements for the next fifty years.

Legal Considerations: The Agreement's have been approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the Joint Funding Agreements, design agreement and resolution and authorize the necessary signatures.

Attachments: Joint Funding Agreements, Design Agreement, Resolution and CIP Sheet.

AGREEMENT
LEVEE ACCREDIATION PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County and City are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, County and City share funding responsibility for operation and maintenance of the Wichita-Valley Center Flood Control Project; and

WHEREAS, County and City desire to complete a Levee Accreditation Project, hereinafter referred to as "Project", in order to satisfy the requirements of the Federal Emergency Management Agency under 44 CFR 65.10; and

WHEREAS, County desires that City manage the Project;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. City operates and maintains the Wichita-Valley Center Flood Control Project under existing agreements between City and County.

2. City will enter into a contract with an engineering consultant to complete the project for an amount not to exceed $2,400,000.00.

3. City and County will split the cost of the project equally.

4. County has included $500,000.00 in its 2008 budget for the purpose of completing the Project. This funding will be transferred in $125,000.00 increments in quarterly payments to City along with funding for normal operation and maintenance of the Wichita-Valley Center Flood Control Project.

5. County will contribute an additional amount up to $700,000.00 in 2009. Payments will be made in 2009 based upon the actual amounts billed by the engineering consultant. Payments will be made in 2009 within 30 days of receipt of an invoice from City.

6. City shall have final authority in regard to the bidding, contracting administration and legal matters concerning the Project.

7. The duration of this Agreement is until the completion the Project.

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

BOARD OF COUNTY COMMISSIONERS THE CITY OF WICHITA, KANSAS

OF SEDGWICK COUNTY, KANSAS

THOMAS G. WINTERS, Chairman, Third District	CARL BREWER Mayor
ATTEST:	ATTEST:
DON BRACE, County Clerk	KAREN SUBLETT City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
ROBERT W. PARNACOTT, Assistant County Counselor	GARY REBENSTORF City Attorney

132002

First Published in the Wichita Eagle on

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR LEVEE CERTIFICATION FOR THE WICHITA VALLEY CENTER FLOOD CONTROL PROJECT (468-84475)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. That the City of Wichita and Sedgwick County desires to evaluated the levees protecting the City of Wichita and certify they meet FEMA's and the United States Corp of Engineers technical requirements for levee design, maintenance and operation. This study will recommend immediate and future improvement necessary to satisfy Federal requirements.

SECTION 2. That the cost of said levee study for the above-described improvements is estimated to be $2,400,000 exclusive of the cost of interest on borrowed money. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of general obligation bonds.

SECTION 3. That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4. That this Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas,_____

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 40.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Countywide Digital Imagery and Elevation Survey Agreement (All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

- -

Recommendation: Approve the Joint Funding Agreements, Agreement, and Resolution.

Background: The City of Wichita and Sedgwick County signed a FEMA Provisional Accredited Levee (PAL) Agreement last year as the owner and operator of the Wichita Valley Center Flood Control Project. The agreement requires the City to provide certification that the approximately 100 miles of levee surrounding the City meets FEMA levee standards. The certification process will require extensive topographic surveys to study the levee and its internal drainage systems. In addition, the City, County, and development community have struggled for years with inaccurate flood maps, costing homeowners and business hundreds to thousands of dollars to study each individual property to prove a structure is not located within a flood hazard area. The floodplain boundary limits rarely matched the true ground elevations because many of the surveys were based on pre-developed conditions or utilized United States Geological Survey mapping completed in 1962.

Analysis: FEMA and State representatives met with the City, County and other community officials last month to discuss their desire to issue new flood maps for Sedgwick County. FEMA is currently at the scoping stage, identifying our community needs to develop more accurate flood insurance rate maps. This project will provide FEMA the necessary data to better map our next generation of flood maps. It will also provide our levee consultant the elevation data necessary to complete their drainage analysis, help community officials solve drainage problems, and aid engineers when planning new developments. The City will map 349 square-miles of 1-ft contour data and the County will map 569 square-miles of 2-ft contour data and 46 square-miles of 1-ft data. This mapping project in partnership with the Sedgwick County will map the entire county.

Financial Considerations: The Agreement requires the City to pay $425,002 of the $883,264 total program cost, with the County responsible for the balance of $458,262. USGS plans to reimburse the City and County for a portion of the work not to exceed $74,604 for the City and $73,023 for the County. Budget for the City's cost is split between Water Utilities ($25,990) and the Stormwater Utility ($399,012). The USGS plans to reimburse the Water Utilities $7,117 and the Stormwater Utility $67,487. These funds have been allocated in the 2007 Capital Improvement Program.

Goal Impact: The information received will help in providing a safe and secure community by providing information to improve our existing flood maps, help design future improvement projects, and evaluate current drainage systems.

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

Recommendations/Actions: It is recommended the City Council approve the Joint Funding Agreements, adopt the resolution, and authorize the necessary signatures.

Attachments: Joint Funding Agreement, Agreement, CIP Sheet and Resolution.

132002

First Published in the Wichita Eagle on

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR DIGITAL AERIAL IMAGERY AND ELEVATION DATA, COUNTYWIDE (468-84489)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. That the City of Wichita and Sedgwick County desires to acquire digital aerial imagery and elevation data for the entire County.

SECTION 2. That the cost of said digital mapping activity for the above-described improvements are estimated to be $900,000 exclusive of the cost of interest on borrowed money. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of general obligation bonds.

SECTION 3. That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4. That this Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, _____

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

_____
GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	2/5/2008	Digital Aerial Imagery and Digital Elevation Mapping (Countywide)

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
468-84489		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
March 1, 2008	October 1, 2008	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage, desgin & const.	$450,000			$450,000
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	$450,000			$450,000
Total CIP Amount Budgeted	$1,500,000			$1,500,000
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

GO Bonds are to be repaid by the City's Storm Water Utility.

13. Recommendation: approve the project and place the ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

AGREEMENT
LIDAR MAPPING PROJECT
County Project D-22

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County and City are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, County and City desire to create a partnership to complete a LIDAR Mapping Project, hereinafter referred to as "Project", to acquire detailed digital aerial mapping and photographic data to cover all of the City of Wichita and Sedgwick County; and

WHEREAS, County desires that City manage the Project;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. The purpose of this Agreement is to provide for the management, financing and distribution of mapping products for the Project.

2. The Project shall be completed and financed in the following manner:

   A. City agrees to contract for all services required to complete the project. Contractor selection and purchasing procedures of the City will be used.

   B. City agrees to consult with County on a regular and ongoing basis concerning the scope of work to be performed, specifications for the work, progress and costs of the project and any proposed changes to the project.

   C. The scope of work for the Project shall be substantially similar to the proposed scope included with this agreement as Exhibit "A".

   D. County agrees to pay for work as outlined in Exhibit "A" to cover areas outlined on the map in Exhibit "B". The total cost of County work shall not exceed $458,262.17.

   E. City agrees to apply for funding for a portion of the project through the United States Geological Survey (USGS). Funding received from the USGS that is attributed to the County's portion of the project shall be used to reduce the County's cost. The estimated amount of USGS funding attributed to the county portion of the project is $73,023.14.

F. County agrees to make payments to City for work completed within 30 days of receipt of invoices.

G. City and County agree to share with each other all data and work products received as a result of the Project.

H. City and County agree to share all data and work products with the USGS and the National Geospatial Intelligence Agency (NGA) as required to obtain funding from the USGS and NGA for a portion of the project cost.

3. The City shall have final authority in regard to the bidding, contracting administration and legal matters concerning the Project.

4. The duration of this Agreement is until the completion the Project.

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

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

THOMAS G. WINTERS,
Chairman, Third District

ATTEST:

DON BRACE,
County Clerk

APPROVED AS TO FORM:

ROBERT W. PARNACOTT,
Assistant County Counselor

THE CITY OF WICHITA, KANSAS

CARL BREWER
Mayor

ATTEST:

KAREN SUBLETTE
City Clerk

APPROVED AS TO FORM:

GARY REBENSTORF
City Attorney

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MERRICK & COMPANY

for

DIGITAL ELEVATION DATA USING LiDAR TECHNOLOGY

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MERRICK & COMPANY, party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

Digital Elevation Data Using LiDAR Technology
(Project No. 468 84489).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for the Digital Elevation Data Using Li-DAR Technology 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 $20,000.00. 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.

L. ENGINEER accepts that the spatial data provided to facilitate the project has been tested and their documentation carefully reviewed. However, the City of Wichita makes no warranty or representation, either expressed or implied, with respect to the digital and spatial data, and they are distributed on an "as-is" basis. The user assumes all risk as to their quality, the results obtained from their use, and the performance of the data.

M. All Map Data that is supplied by the City of Wichita shall remain the property of the CITY. The ENGINEER shall preserve and protect the confidentiality of all Map Data supplied by the CITY. Digital layers provided by the City of Wichita are solely for the original recipient's internal use. No digital layers may be reproduced or redistributed without the City of Wichita's prior written permission. This

limitation, however, is not intended to restrict the distribution of printed map information created from the digital layers.

N. Access to the digital data provided by the City of Wichita shall be exclusively for the ENGINEER'S employees only. The term 'employee' shall mean any person directly employed on a full-time or part-time basis by the ENGINEER. The term 'employee' shall also be constructed to mean any contractor, consultant or any similar person or entity hired by the ENGINEER for a limited purpose. The ENGINEER shall require any third party contractor hired to perform work that utilizes digital data to agree not to use, reproduce, or redistribute The City of Wichita GIS data for any purpose other than indicated in the applicable contract. The provisions of this paragraph apply in equal force to any independent contractor the ENGINEER may choose to employ.

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

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

Project No. 468 84489 $883,263.75

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

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

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

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

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

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

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

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

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

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

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MERRICK & COMPANY

(Name & Title)

ATTEST:

MERRICK®
BUILDING QUALITY SOLUTIONS

Merrick & Company
2450 S. Peoria Street
Aurora, CO 80014-5472
Phone 303-751-0741 / Fax 303-751-2581
www.merrick.com

Scope of Work for Digital Elevation Data Using Light Detection and Ranging (LiDAR) Technology for the City of Wichita and Sedgwick County, Kansas
December 21, 2007

The City of Wichita, Kansas (City) is contracting with Merrick & Company (Merrick) of Aurora, Colorado for LiDAR and digital imagery. Wichita Pubic Works is collecting LiDAR and digital imagery for 348.95 square miles and the Water Department is collecting imagery for 72.86 sq miles. The Public Works Department will use the LiDAR data and associated digital products for levee recertification and day-to-day business applications. LiDAR provides a very dense and very accurate model of the surface of the earth and natural and man-made features on the ground through collections of millions of elevation points for every square mile of land by remote sensing technology mounted on an airplane.

Sedgwick County (County) will be partnering with the City on this contact to acquire LiDAR, digital imagery and associated products for their area. This will add an additional 660.04 square miles to the project which will be paid for by the County. The total area between the city and the county is 1,036.93 square miles. There is an overlap of 44.92 square miles between the City and the County because of joint funding for the deliverables.

Merrick has subcontracted with Savoy Company, P.A. of Wichita, Kansas for survey base station and check point survey support.

Acquisition of the LiDAR and digital imagery for the city and county will commence on or about March 1, 2008; dependent on weather and site conditions. It is anticipated the collection will take approximately 17-days for the city and approximately 14-days for the county. All the final products for City will be delivered to the city by August 1, 2008. Once all the data is delivered, the City will have 30-days to review it for acceptance. The deliverables for the County will be sent out approximately 60 days after the City delivery. The following specifications are for the City and County project area.

Scope of Work - City of Wichita Project Area (421.81 square miles)

1. Ground Control Checkpoints
    a. 30 new checkpoints for the LiDAR acquisition, 3 existing checkpoints from Calfskin Creek project flown in late 2006

   b. 25 new checkpoints for the imagery acquisition
   c. Total of 60 new QA/QC checkpoints in three (3) land cover classes (20 checkpoints each class), several on or near levees
2. LiDAR Digital Elevation Data - Public Works Department
   a. Ground Sample Distance (GSD) 2-foot (2')
   b. Meets National Standard for Spatial Data Accuracy (NSSDA) for 1-foot (1') contours ($Accuracy_Z \leq 0.6'$ / $RMSEz \leq 0.3'$)
   c. Meets NSSDA horizontal accuracy for 1:1,200 scale mapping ($RMSEr \leq 2.2'$)
   d. Fly cross-flights over downtown Wichita to ensure point density around tall buildings
   e. LiDAR data will exceed FEMA floodplain mapping requirements
3. Natural Color Digital Ortho-Imagery
   a. Flown simultaneously with the LIDAR sensor
   b. 6-inch (6") pixel resolution
   c. Ortho-rectified to the LiDAR bare-earth data
   d. Meets NSSDA horizontal accuracy for 1:1,200 scale mapping ($RMSEr \leq 2.2'$)
   e. Ortho-imagery will exceed U.S. Geological Survey ortho-imagery requirements
4. Hydrographic and Road Breaklines
   a. Definition of edge of water features such as rivers, creeks, lakes, ponds
   b. Culverts and bridges will be "cut" by the breaklines to allow water to move downstream
   c. Levees and dams will have breaklines
   d. Road centerlines and road edges
5. Digital Terrain Model (DTM)
   a. DTM created from the bare-earth LiDAR points and breaklines that represents the bare-earth topography
6. Contours
   a. 1' interval
7. Digital Elevation Model (DEM)
   a. DEM created with the bare-earth LIDAR points without breaklines in ESRI raster grid, ESRI TIN, Autodesk land XML, and generic ASCII format
8. Hydro Geodatabase
   a. Digital drainage network and catchments of one acre in size or larger including attribution for slope of stream channel
   b. Digital watershed boundaries

Deliverables

Merrick will provide the following deliverables to the City for this project, and the City will maintain sole ownership of such.

1. Ground Control Products
   a. Geodatabase point feature class depicting QA/QC ground control points

   b. Final Ground Control / GPS Survey Report
   c. FGDC compliant metadata in .xml format
2. LIDAR Products
   a. Final classified (filtered) LIDAR in ASPRS LAS 1.1 format
   b. Final DTM LIDAR bare-earth points and breaklines in ASPRS LAS 1.1 format
   c. FGDC compliant metadata in .xml format (all products)
3. DTM / Topographic Products
   a. LIDAR bare-earth DTM in ESRI raster grid format at 2' cell size
   b. 3D breaklines in ESRI geo database feature class format
   c. DEM delivered in native format, ArcGIS, TIN, Autodesk Land XML and a generic ASCII format
   d. 1' interval contours in ESRI geodatabase format and in Autodesk Land XML format
   e. .IMG file of the first return data points in ESRI raster grid format
   f. .IMG file of the last return data points in ESRI raster grid format
   g. .IMG file of the intensity data
   h. ESRI Geodatabase Feature Class and Autodesk Land XML 1' contours
   i. FGDC compliant metadata in .xml format (all products)
4. Natural Color Ortho-Imagery
   a. 6" resolution tiled in GeoTIFF format
   b. 6" compressed mosaic in either MrSID or ER Mapper ECW format
   c. FGDC compliant metadata in .xml format (all products)
5. Hydrography
   a. ESRI geodatabase of the hydrologic drainage network and watershed boundaries
   b. ESRI geodatabase of the hydrologic drainage network and watershed boundaries for drainage areas greater than one acre
6. Non-geospatial Data Deliverables
   a. Accuracy (control) report illustrating the results between the LIDAR bare-earth and project ground control in Microsoft Excel format (.csv)
   b. One (1) keyed MARS® software license for the City for efficient use of the LAS datasets (includes one year of maintenance – renewable)
   c. LiDAR system data report and flight report

Scope of Work - Sedgwick County (660.04 square miles)

1. Ground Control Checkpoints
   a. 60 new checkpoints for the LiDAR acquisition
   b. 40 new checkpoints for the imagery acquisition
   c. Total of 60 new QA/QC checkpoints in three (3) land cover classes (20 checkpoints each class), several on or near levees
2. LiDAR Digital Elevation Data
   a. Ground Sample Distance (GSD) 5-foot (5') in the rural areas, 2' in the Public Works 46.08 square mile priority area south of Wichita

b. 5' GSD product meets vertical National Standard for Spatial Data Accuracy (NSSDA) accuracy for 2' contours ($Accuracy_Z \leq 1.2'$ / $RMSEz \leq 0.6'$)
c. 2' GSD-product meets vertical NSSDA accuracy for 1' contours ($Accuracy_Z \leq 0.6'$ / $RMSEz \leq 0.3'$)
d. 5' GSD product meets NSSDA horizontal accuracy for 1:2,400 scale mapping ($RMSErr \leq 4.4'$)
e. 2' GSD product meets NSSDA horizontal accuracy for 1:1,200 scale mapping ($RMSEr \leq 2.2'$)
f. LiDAR data will meet FEMA floodplain mapping requirements

3. Natural Color Digital Ortho-Imagery
   a. Flown simultaneously with the LIDAR sensor
   b. 1' pixel resolution in the rural areas, 6" in the Public Works priority area
   c. Ortho-rectified to the LiDAR bare-earth data
   d. Meets NSSDA horizontal accuracy for 1:2,400 scale mapping ($RMSEr \leq 4.4'$) for the 1' imagery and meets a NSSDA horizontal accuracy for 1,200 scale mapping ($RMSEr \leq 2.2'$) for the 6" imagery
   e. Ortho-imagery will exceed U.S. Geological Survey ortho-imagery requirements
4. Hydrographic and Road Breaklines
   a. Definition of edge of water features such as rivers, creeks, lakes, ponds
   b. Culverts and bridges will be "cut" by the breaklines to allow water to move downstream
   c. Levees and dams will have breaklines
   d. Road centerlines and road edges - 2' GSD product only
5. Digital Terrain Model (DTM)
   a. DTM created from the bare-earth LiDAR points and breaklines that represents the bare-earth topography
6. Contours
   a. 2' interval for the rural areas
   b. 1' interval for the Public Works priority area
7. Digital Elevation Model (DEM)
   a. DEM created with the bare-earth LIDAR points without breaklines
8. Hydro Geodatabase
   a. Digital drainage network and catchments of one acre in size or larger including attribution for slope of stream channel
   b. Digital watershed boundaries

Deliverables

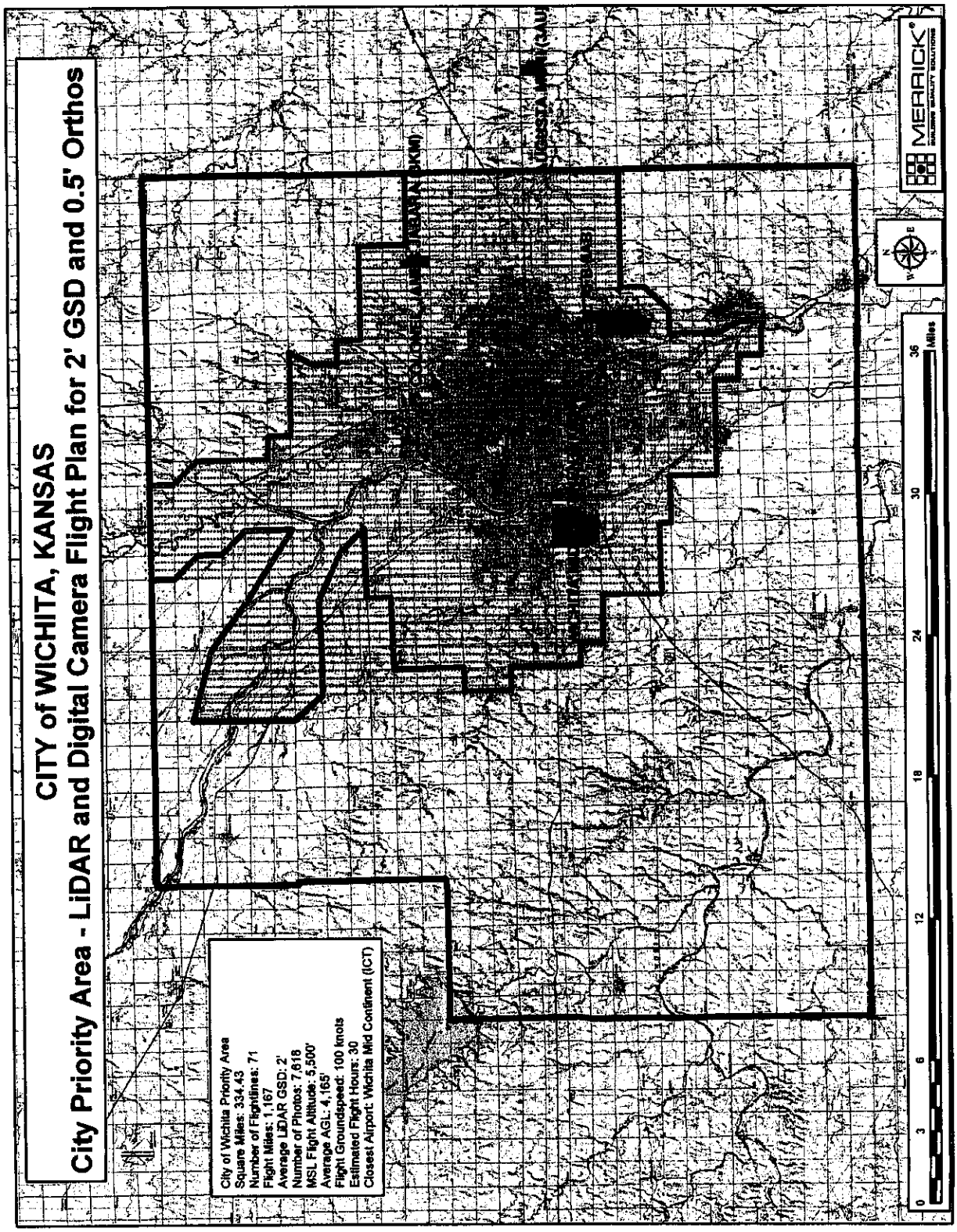
Merrick will provide the following deliverables to the Sedgwick County for this project, and the County will maintain sole ownership of such.

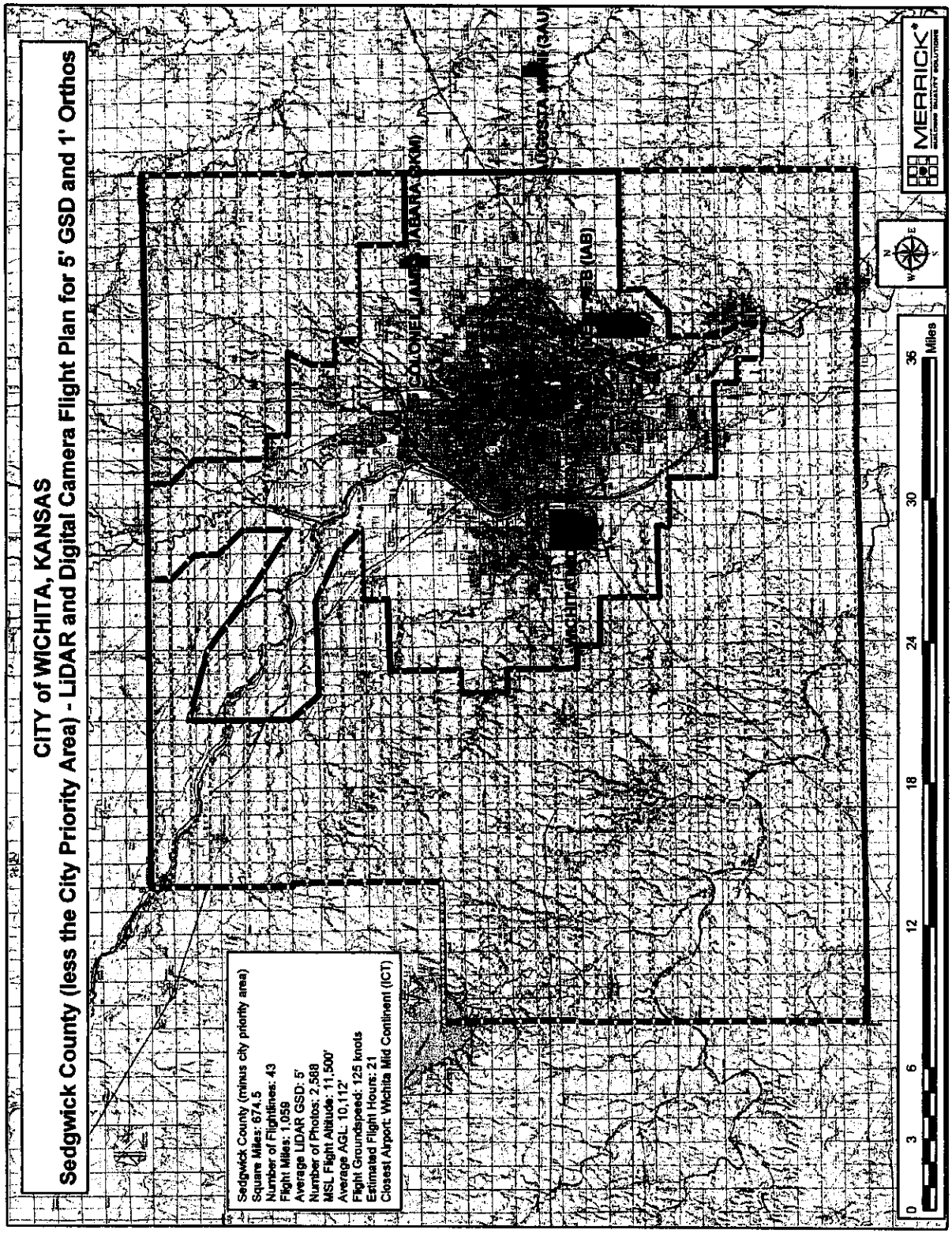
1. Ground Control Products
   a. Geodatabase point feature class depicting QA/QC ground control points
   b. Final Ground Control / GPS Survey Report
   c. FGDC compliant metadata in .xml format
2. LIDAR Products

   a. Final classified (filtered) LIDAR in ASPRS LAS 1.1 format
   b. Final DTM LIDAR bare-earth points and breaklines in ASPRS LAS 1.1 format
   c. FGDC compliant metadata in .xml format (all products)
3. DTM / Topographic Products
   a. LIDAR bare-earth DTM in ESRI raster grid format at 5' cell size for the 5' GSD area and 2' cell size for the 2' GSD area
   b. 3D breaklines in ESRI geo database feature class format
   c. 1' internal contours in the Public Works Priority area in ESRI geodatabase format
   d. 2' interval contours for the rest of the county in ESRI geodatabase format
   e. .IMG file of the first return data points in ESRI raster grid format
   f. .IMG file of the last return data points in ESRI raster grid format
   g. .IMG file of the intensity data
   h. FGDC compliant metadata in .xml format (all products)
4. Natural Color Ortho-Imagery
   a. 1' resolution tiled in GeTIFF format for the 5' GSD area
   b. 1' resolution mosaic in either MrSID or ER Mapper ECW format for the 5' GSD area
   c. 6" resolution tiled in GeoTIFF format for the 2' GSD area
   d. 6" compressed mosaic in either MrSID or ER Mapper ECW format for the 2' GSD area
   e. FGDC compliant metadata in .xml format (all products)
5. Hydrography
   a. ESRI geodatabase of the hydrologic drainage network and watershed boundaries
   b. ESRI geodatabase of the hydrologic drainage network and watershed boundaries for drainage areas greater than one acre
6. Non-geospatial Data Deliverables
   a. Accuracy (control) report illustrating the results between the LIDAR bare-earth and project ground control in Microsoft Excel format (.csv)
   b. One (1) keyed MARS® software license for the County for efficient use of the LAS datasets (includes one year of maintenance – renewable)
   c. LiDAR system data report and flight report

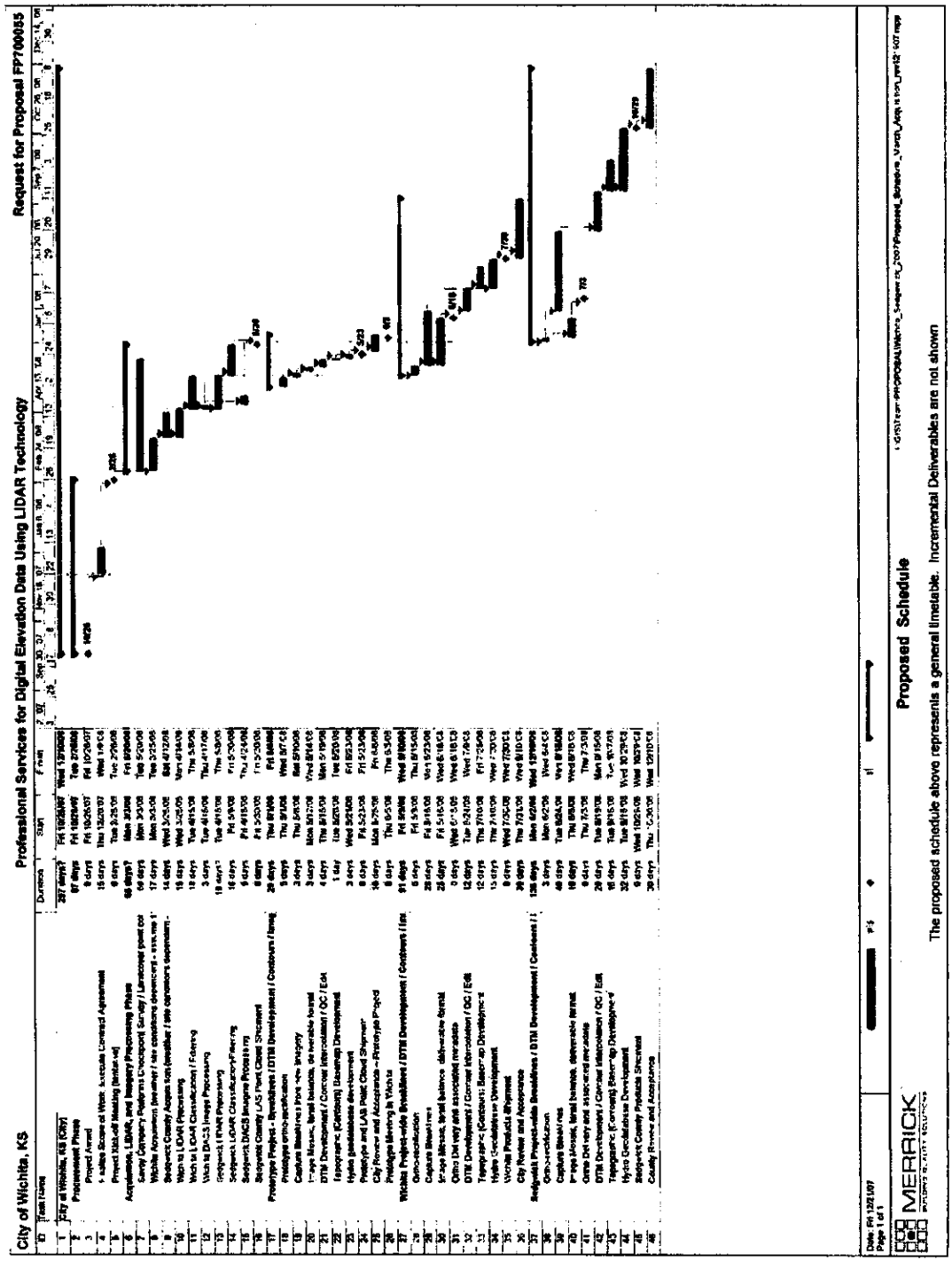
Flight Plans

The flight plans will be updated once all the project areas and products are defined and confirmed. Two flight plans are provided that were created for the proposal.


CITY of WICHITA, KANSAS
City Priority Area - LiDAR and Digital Camera Flight Plan for 2' GSD and 0.5' Orthos
City of Wichita Priority Area
Square Miles: 334.43
Number of Flightlines: 71
Flight Miles: 1,167
Average LiDAR GSD: 2'
Number of Photos: 7,618
MSL Flight Altitude: 5,500'
Average AGL: 4,165'
Flight Groundspeed: 100 knots
Estimated Flight Hours: 30
Closest Airport: Wichita Mid Continent (ICT)
0
3
6
12
18
24
30
36
Miles
MERRICK


CITY of WICHITA, KANSAS
Sedgwick County (less the City Priority Area) - LiDAR and Digital Camera Flight Plan for 5' GSD and 1' Orthos
Sedgwick County (minus city priority area)
Square Miles: 674.5
Number of Flightlines: 43
Flight Miles: 1,059
Average LiDAR GSD: 5'
Number of Photos: 2,588
MSL Flight Altitude: 11,500'
Average AGL: 10,112'
Flight Groundspeed: 125 knots
Estimated Flight Hours: 21
Closest Airport: Wichita Mid Continent (ICT)
0
3
6
12
18
24
30
36
Miles
MERRICK

Schedule


City of Wichita, KS
Professional Services for Digital Elevation Data Using LIDAR Technology
Request for Proposal FP700055
Proposed Schedule
The proposed schedule above represents a general timetable. Incremental Deliverables are not shown
MERRICK

Wichita/Sedgwick County LiDAR and Ortho-imagery Project - Spring 2008

1/10/2008

project area (1,036.93 sq miles)		Wichita Public Works 1-ft contour spec	USGS Cost Share	Wichita Water Department - 6" imagery only (Sedgwick Co)	USGS Cost Share	Wichita Water Dep. (Butler County)	USGS Cost Share	Sedgwick 1-ft contour spec	USGS Cost Share	Sedgwick 1-ft contour spec without imagery	USGS Cost Share	Sedgwick 2-ft contour spec	USGS Cost Share	Valley Center 1-ft contour spec	Maize 1-ft contour spec	Park City 1-ft contour spec
sq miles	1036.93	348.95		44.92		27.94		46.08		44.92		569.04		4.93		10.00
LiDAR collection and processing to bare-earth 2-ft GSD		$251.42	$83.81			$251.42	$83.81	$251.42	$83.81	$251.42	$83.81			$335.23		$335.23
LiDAR collection and processing to bare-earth - 5-ft GSD												$127.13	$42.38			
Bare-earth DEM																
Breaklines MAPA	1-ft	$123.98						$123.98		$123.98				$123.98		$123.98
Breaklines MAPA	2-ft											$97.63				
Breaklines US	1-ft															
Breaklines US	2-ft															
bare-earth DTM	1-ft (2ft resolution)	$85.53						$85.53		$85.53				$85.53		$85.53
bare-earth DTM	2-ft (5ft resolution)											$46.72				
Contour	1-ft	$141.74						$141.74		$141.74				$141.74		$141.74
Contour	2-ft											$69.91				
Natural Color imagery	6 inch	$162.62	$54.21	$162.62	$54.21	$162.62	$54.21	$162.62	$54.21					$216.82		$216.82
Natural Color imagery	1-ft											$56.72	$18.91			
hydro geodatabase		$107.32						$107.32		$107.32		$107.32		$107.32		$107.32
Geotiff Intensity data	resolution same as DTM		$8.59				$8.59		$8.59		$8.59		$8.59	$8.59		$8.59
NGA required product - First return DEMS			$10.49				$10.49		$10.49		$10.49		$10.49	$8.49		8.49
NGA required product - last return DEMS			$10.49				$10.49		$10.49		$10.49		$10.49	$8.49		8.49
total /sq mile - only products listed above		$872.61	$167.58	$162.62	$54.21	$414.04	$167.58	$872.61	$167.58	$709.99	$113.38	$505.43	$90.85	$443.91		$443.91
difference city - sedgwick								$443.91								
mob fee		$6,864.25	$2,288.08									$6,864.25	$2,288.08			
QA/QC FEMA landcover total		$18,663.71	$6,221.24									$18,663.71	$6,221.24			
Downtown cross flights		$1,500.00	$500.00													
Plot maps, laminate															$3,188.00	
Small local gov contracting cost														$2,000.00	$2,000.00	$2,000.00
total area cost		$331,524.34	$67,487.23	$7,304.67	$2,434.89	$11,586.21	$4,682.26	$40,209.75	$7,722.20	$31,892.86	$5,092.92	$313,136.42	$60,208.02	$2,188.48	$0.00	$4,439.10
total product cost plus mob, cross flights, QA/QC, impervious, intensity, contract fees		$358,397.21			$74,694.37				$73,023.14			$385,239.03		$4,188.48	$5,188.00	$6,439.10
subtotal																
Total contract		$883,263.75												$4,188.48	$5,188.00	$6,439.10
Total all areas	$899,079.33															

Rows 4-21 are square mile costs

Local governments only pay the buy-up option to go from the Sedgwick County products to the Wichita products; plus the local government contracting costs - admin fees, PM time, shipping and handling, etc.

Exhibit B

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

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

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

D. Exempted from these requirements are:

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

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

Agenda Item No. 41.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Improvement to the Intersection of Central and Tyler (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The proposed 2007-2016 Capital Improvement Program (CIP) includes a project to improve the intersection of Central and Tyler. District V Advisory Board sponsored a January 10, 2006, neighborhood hearing on the project. The Board voted 5-0 to recommend approval of the project.

Analysis: The project will reconstruct the intersection to provide dual left turn lanes at all four approaches and improved drainage. New traffic signals will be install. Construction is planned to begin this spring and be completed this fall.

Financial Considerations: The CIP budget is $2,800,000, with $2,000,000 paid by the City and $800,000 paid by Federal Grants administered by KDOT. The funding source for the City share is General Obligation Bonds. The current construction estimate is $3,000,000 with $2,200,000 paid by the City and $800,000 by Federal Grants. The increased local share is due to the cost of the improved drainage system and less than anticipated Federal funding. Funding for the increased cost is available from savings from other CIP projects.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow and safety through an important transportation corridor.

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

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP Sheet, and Ordinance.

132019

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE **INTERSECTION OF CENTRAL AND TYLER (472-84655)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That the **intersection of Central and Tyler (472-84655)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the **intersection of Central and Tyler (472-84655)** as a main trafficway in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, installation of traffic signals, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Three Million Dollars ($3,000,000)** exclusive of the cost of interest on borrowed money, with **$2,200,000** paid by the City of Wichita and **$800,000** paid by Federal Grants, administered by the Kansas Department of Transportation. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

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

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

N MURRAY AVE
W CENTRAL AVE
Tyler Road
N TYLER RD
W FRAZIER LN
N ROBIN RD
Central Ave.
N

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	1/16/2008	Central/Tyler Improvement

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	$2,200,000		$800,000	$3,000,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	$2,200,000		$800,000	$3,000,000
Total CIP Amount Budgeted	2000000		800000	2800000
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84655

13. Recommendation: Approve the Project and place the Ordinance on 1st Reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Agenda Item No. 42.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Pump Station Number 11 Design Agreement (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

- -

Recommendation: Approve the engineering design contract.

Background: The structure under the levee of the Wichita Valley Center Flood Control south of the intersection of 37th Street North and Woodrow does not allow the area behind the levee from draining when the Little Arkansas River is diverting through the Flood Control system. This happens several times a year on average causing, Flood Control and Stormwater staff to regularly monitor this location during rain events to prevent flooding in the Sherwood Glenn neighborhood. Staff is required to mobilize two temporary pumps to dewater ponding area caused by the upstream 470-acre drainage basin. This project is included in the 2007 to 2016 CIP with $250,000 for design in 2008, and $5,000,000 for construction in 2009-2010.

Analysis: Cook, Flatt and Strobel (CFS), was selected by the Staff, Screening and Selection Committee on December 17, 2007 to design the proposed permanent pump station to reduce neighborhood flooding and allow staff greater flexibility to respond to other flooding concerns throughout the City.

Financial Considerations: Payment to CFS will be a not to exceed amount of $224,383, and will be paid by Stormwater Utility revenues. Right-of-way acquisition, including and other related fees are estimated at $500,000. The Council action now requested is to approve the funds for final design and necessary right-of-way acquisition, which can be done for the amount included in the 2007-2016 CIP.

Goal Impact: The information received will help in providing a safe and secure community by reducing potential flood losses to life and property.

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

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

Attachments: Agreements, Resolution, and CIP Sheet.

132002

First Published in the Wichita Eagle on

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR PUMP STATION #11 DESIGN AND RIGHT-OF-WAY ACQUISITION (468-84477)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. That the City of Wichita desires to design a stormwater pump station near the intersection of 37th Street North and Woodrow.

SECTION 2. That the cost of said stormwater pump station for the above-described improvements are estimated to be $750,000 exclusive of the cost of interest on borrowed money. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of general obligation bonds.

SECTION 3. That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4. That this Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas,_____

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

_____
GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	2/5/2008	Stormwater Pump Station Number 11 (37th and Woodrow)

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
468-84477		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
March 1, 2008	March 1, 2009	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way	$500,000			$500,000
Paving, grading & const.				
Bridge & Culverts				
Drainage, desgin & const.	$250,000			$250,000
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	$750,000			$750,000
Total CIP Amount Budgeted	$5,250,000			$5,250,000
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

GO Bonds are to be repaid by the City's Storm Water Utility.

13. Recommendation: approve the project and place the ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

COOK, FLATT & STROBEL ENGINEERS, P.A.

for

STORMWATER PUMP STATION NO. 11

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and COOK, FLATT & STROBEL ENGINEERS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

STORMWATER PUMP STATION NO. 11
(Project No. 468 84477)

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing a Stormwater Pump Station 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 $20,000.00. 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 payment plus~~ partials made on the basis of the lump sum fee amount of **$221,751.00.**

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

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

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

COOK, FLATT & STROBEL ENGINEERS, P.A.

(Name & Title)
Melvin D. Chapman
Vice President

ATTEST:

Exhibit "A"

SCOPE OF SERVICES

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita and the Kansas Department of Transportation (KDOT), and the U.S. Army Corps of Engineers, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept. A landscape architect should be included on the Consultants' Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist, at 316-978-3195 prior to beginning work on this project.

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

A. <u>PHASE I - PRELIMINARY CONCEPT DEVELOPMENT</u>
When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. <u>Review Alternative Design Concepts</u>. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background

information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, 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 field 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.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
6. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
8. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.
9. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
10. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - 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 and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be

considered "frozen" and will not be changed except for unforeseen conditions, which may arise.

(It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)

2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
   (a) 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. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
   (b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
   (c) Soils and Foundation Investigations. 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 if not included in the ENGINEER'S fee estimate. However, all bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.
   (d) 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 or easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.
   (e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.
4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
   (a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless

otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.

(b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.

(c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals.

a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and .pdf format (.dwg format is preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up.

b. Two 11"x17" half-scale hardcopies of all plans are required. Four additional half-scale sets are required for all KDOT/Federally funded projects.

c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is required for all other KDOT/Federally funded projects for the signature purposes.

d. Field notes, other pertinent projedct mapping records, supplemental specifications, special provisions and cost esimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.

(e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

(g) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(h) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

6. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

7. Post Letting.

(a) 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.

(b) 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.

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

8. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Concepts of the PROJECT by **March 1, 2008**.

(b) Field check plans of the PROJECT are due **June 1, 2008**.

(c) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents) by **August 1, 2008**.

Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Project Approach

The purpose of this project is the construction of a stormwater pumping station on Pleasant Valley Tributary at the Little Arkansas River, Lower Reach. The Lower Reach is controlled and managed by the Wichita-Valley Center Local Flood Control. This tributary drains approximately 0.73 square miles by a triple gated 60 inch conduit structure. This area is labeled as Zone AH on the latest FEMA Flood Insurance Study Mapping. This project will be provided into four phases as follows:

- Study Phase (Work Plan)
- Field Check Plans
- Final Plans
- Construction Phase

Study Phase

The Study Phase will be initiated with a Kick-off Meeting. This kick-off meeting will be conducted with the City to confirm the scope and schedule and establish lines of communication. During this phase all reports, studies, surveys, mapping, feasibility plans, existing plans, and stormwater information will be gathered. In addition, designs, specifications, and details of recent pump stations will be researched. Interviews will be conducted with the Public Works Department staff and maintenance personnel to determine the most important factors leading to a smooth operating and minimal maintenance pump station. Utility companies will be contacted to gather the most up-to-date information about utilities and their locations in the area. During the kick-off meeting, stake holders in the project area will be evaluated on, if any, their level of participation.

Alternative Formulation

In conjunction with the Public Works Department staff, the design team will propose and evaluate alternatives to the following:

- Pump station site planning, materials, landscaping and other aesthetic features
- Pump station location, pumping equipment, electrical controls, trash racks and accessibility
- Interface with City's SCADA system
- Discharge structure alignment, materials, interface to the Little Arkansas River Levee
- Cross drain on 37th Street
- Access to pump station site
- Proposed storm drain to water table pond north of 37th Street

Hydrology and Hydraulics

Hydrologic and hydraulic calculations will be conducted to determine the quantity and timing of the design storm flow at the pump station site. We will rely heavily on previously completed studies performed on upstream basins, particularly the 1998 Corps of Engineers Special Flood Hazard Report supplied with the RFP.

Pump Station Design

The pump station will be situated in a residential area, therefore, the design should be sensitive to the surrounding development. Special consideration shall be given to the site plan regarding pump station layout, discharge structure alignment and site access for maintenance personnel. Special considerations and design issues include:

- Pump station location
- Building materials
- Aesthetic appeal
- Environmental sensitivity
- Security and maintenance issues
- Pump type and manufacturer(s)
- Control systems
- Interface with existing, control/monitoring telemetry system
- Environmental controls/ventilation
- Building floor plan and utility needs (sewer, washdown water, etc.)
- Operational characteristics
- Wet well volume and opening to wet well
- Wet well/pit access
- Trash rack design and provisions for cleaning
- Discharge structure alignment
- Emergency power

Water Quality Pond

At this time, a water quality pond will not be an element of this project. The City feels that the pump station should be the primary focus of the effort considering the available funding and neighborhood concerns. A water quality pond could be evaluated at this site at a later date.

Other Site Design Issues

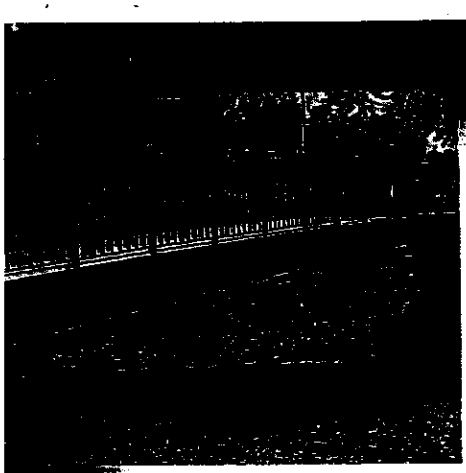
Other issues that will be considered during the design process include an evaluation of the 37th Street culvert and the site access. The 37th Street culverts will be evaluated based on City sizing criteria. Also, a condition survey will be conducted to determine the expected life of the existing culverts and to identify any other maintenance issues.

Site access will be studied and evaluated based on the pump station location and final water quality pond size and configuration.

In addition, a storm sewer line will be designed as an outlet for the water table pond just north of 37th Street and east of the Pleasant Valley Tributary. A connection from the pond along the north side of 37th Street and discharging to the Tributary will be studied. This connection could be made to the ditch or the proposed headwall structure just upstream of 37th Street.

Design Study Report

A design report will be prepared to summarize the preliminary findings and recommend a proposed alternative for the pump station, outlet structure, cross drain on 37th Street and the water table pond outlet for the project. A cost analysis and will be included as well. The design study report will be presented to the City for approval prior to proceeding with final plans. In addition, pump station aesthetics will be included in the report. The geotechnical investigation and survey will be conducted during the design study report phase.



Final Plans

After approval of the Design Study Report, CFS will proceed to the final plan stage of the project. The permits will be submitted to all agencies requiring review and/or approval including but not limited to KDHE, DWR and the Corps of Engineers. All right-of-way and easement documents will be prepared for permanent and temporary uses. These documents will be submitted to the City for acquisition purposes. Plan preparation will follow the City standards and guidelines along with the necessary details, specifications and special provisions. Our in-house quality control team will review the documents prior to bid advertising. All submittals to the City will include cost estimates. Plans, specifications and estimates will be submitted for review by Public Works. Supplemental plans or documents will be submitted to reviewing/permitting agencies as needed.

At this time CFS does not anticipate any significant problems with design. However, two items that traditionally delay projects are permitting and right-of-way acquisition. CFS has developed an approach and schedule designed to begin these activities early in the study process. Contact will be made with permitting agencies to gain input and inform the agencies of the upcoming project. The permits will be submitted near the beginning of the design phase to minimize the schedule impacts of the permitting process. In addition, right-of-way and easement documents will be completed before the end of the design phase and provided to the City for further handling. This proactive approach to permitting and land/easement acquisition will promote schedule compliance and minimize disruptions to the bidding and construction phases.

Construction Phase

As outlined in the RFP, CFS will provide support during the construction phase. Services will include:

- Developing an O&M Manual and hydraulic report
- Answering RFI's
- Start-up services and testing services
- Preparing all necessary permits for the City and Corps of Engineers

Estimate of Man-hours & Engineering Fee - Stormwater Pump Station No. 11
City of Wichita RFP No. FP700075 - REVISED SCOPE
Wichita, Kansas

	Manhours	Cost/Hr	Totals
1. Design Study Report			
Project Manager	10	$134.00	$1,340.00
Design Engineer	76	$93.00	$7,068.00
Technician	50	$82.00	$4,100.00
Survey Party Chief	62	$70.00	$4,340.00
Survey Technician	62	$54.00	$3,348.00
Survey Technician	40	$82.00	$3,280.00
Total Labor	300		$23,476.00
Expenses:			
Per Diem	14	$100.00	$1,400.00
Mileage	500	$0.47	$235.00
Geotechnical Subcontractor			$6,500.00
Parking Consultant			
Electrical/Mech Consultant			$5,000.00
Architect			$1,000.00
Water Quality Consultant			
Total Pre-Design			$37,611.00

	Manhours	Cost/Hr	Totals
2. Preliminary Design			
Project Manager	60	$134.00	$8,040.00
Design Engineer	480	$93.00	$44,640.00
Technician	554	$77.00	$42,658.00
Total Labor	1094		$95,338.00
Expenses:			
Printing/Plots			$100.00
Per Diem	1	$31.00	$31.00
Mileage	400	$0.47	$188.00
Architect			$6,000.00
Electrical/Mech Consultant			$15,000.00
Water Quality Consultant			
Total Preliminary Design			$116,657.00

	Manhours	Cost/Hr	Totals
3. Office Check Plans and Bid Documents			
Project Manager	30	$134.00	$4,020.00
Design Engineer	165	$93.00	$15,345.00
Technician	212	$77.00	$16,324.00
Clerical	10	$54.00	$540.00
Total Labor	417		$36,229.00
Expenses:			
Printing/Plots			$350.00
Per Diem	1	$31.00	$31.00
Mileage	400	$0.47	$188.00
Architect			$2,000.00
Electrical/Mech Consultant			$10,000.00
Water Quality Consultant			
Total Office Check Plans and Bid Documents			$48,798.00

	Manhours	Cost/Hr	Totals
4. Construction Phase Services			
Project Manager	14	$134.00	$1,876.00
Design Engineer	52	$93.00	$4,836.00
Technician	52	$77.00	$4,004.00
Clerical	12	$54.00	$648.00
Total Labor	130		$11,364.00
Expenses:			
Printing/Plots			$350.00
Per Diem	1	$31.00	$31.00
Mileage	2000	$0.47	$940.00
Architect			$1,000.00
Electrical/Mech Consultant			$5,000.00
Water Quality Consultant			
Total Construction Phase Services			$18,685.00
Grand Total All Services			**$221,751.00**

Exhibit B

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

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

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

D. Exempted from these requirements are:

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

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

ORDINANCE NO. _____

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

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

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

Case No. ZON2007-00043

Zone change from "B" Multi-Family Residential to "GO" General Office with a Protective Overlay #199, described as:

Lot 1, EXCEPT East 30 feet, Normandy Village Addition, Sedgwick County, Kansas. Generally located east of Woodlawn Avenue, west of Armour Avenue, on the south side of Central Avenue.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #199:

A. Uses permitted on the site are limited to those permitted in the "B", Multiple-Family Residential zoning district, and the only GO, General Office use permitted is "office, general." Permitted "office, general" uses are the uses listed under "office, general" in the Unified Zoning Code, not the uses permitted in the "GO", General Office zoning district.

B. The site shall be developed and utilized in general conformance with the site plan submitted with this request.

C. No off-site, portable, variable or electronic message signs (LED) are permitted.

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

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

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

4. **Case No.: ZON2007-43** – OLC Properties; c/o Les Eck (applicant); Robert Kaplan (agent.) City zone change from "B" Multi-family Residential to "GO" General Office on property described as;

Lot 1, EXCEPT East 30 feet, Normandy Village Addition, Sedgwick County, Kansas. Generally located east of Woodlawn Avenue, west of Armour Avenue, on the south side of Central Avenue.

BACKGROUND: The applicant is seeking a zone change from the "B," Multiple-family Residential to the "GO," General Office district on property located east of Woodlawn Avenue, west of Armour Avenue, on the south side of Central Avenue (7015 E. Central). The property is currently developed with an office building containing space for four tenants.

Surrounding land uses are: single family residential ("SF-5", Single family Residential) north of Central; multi-family residential ("B", Multi-family Residential) on the east and south; and a synagogue ("SF-5," Single family Residential) on the west. Access to the site is via two access points located on Central. Screening fencing currently exists along the south, east and west side of the property.

CASE HISTORY: Z-2643, a request for "OC," Office Commercial zoning was approved by MAPC, but withdrawn by the applicant prior to governing body hearing in 1984. (Minutes indicate the case was withdrawn due to a 60% protest.) Z-2782, a request for "GO," General Office was denied in 1986. Opposition comments centered on "striping out" Central with non-residential uses, decrease in property value caused by introduction of non-residential uses in an area which is predominantly residential and objections to office uses that near to residences. ZON2000-16 and CON2000-14 was approved by the MAPC is 2000, but was denied by the City Council. The Normandy Village Addition was recorded in 1965.

ADJACENT ZONING AND LAND USE:

NORTH:	"SF-5"	Single-family Residential;	single-family residential
SOUTH:	"B"	Multi family Residential;	apartment
EAST:	"B"	Multi family Residential;	apartment
WEST:	"SF-5"	Single-family Residential;	synagogue

PUBLIC SERVICES: Public sewer and water services are available to the site. Central is currently a four-lane arterial with an average daily traffic volume between 21,000 and 22,000 vehicles.

CONFORMANCE TO PLANS/POLICIES: The Wichita Land Use Guide depicts this site as appropriate for "low-density urban residential" which permits densities of 1 to 6 dwelling units per acre. This residential category provides for the lowest density of urban residential land use and consists of single-family detached homes, zero lot line units, cluster subdivisions and planned developments with a mix of housing types that may include townhouse and multi-family units. Schools, churches and other similar uses are also found in this category.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be DENIED. However if the Planning Commission feels the request is appropriate, the application should be subject to the following Protective Overlay conditions:

A. Uses permitted on the site are limited to those permitted in the "B", Multiple-Family Residential zoning district, and the only GO, General Office use permitted is "office, general." Permitted "office, general" uses are the uses listed under "office, general" in the Unified Zoning Code, not the uses permitted in the "GO", General Office zoning district.

B. The site shall be developed and utilized in general conformance with the site plan submitted with this request.

C. No off-site, portable, variable or electronic message signs (LED) are permitted.

D. Any violation of the conditions of approval shall render the conditional use permit null and void.

The recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Surrounding land uses are: single family residential ("SF-5," Single family Residential) north of Central; multi-family residential ("B," Multi-family Residential) on the east and south; and a synagogue ("SF-5," Single family Residential) on the west. Central is a significant east/west arterial. At this mid-mile segment of Central, all uses except this office building and the synagogue are residential uses.

2. The suitability of the subject property for the uses to which it has been restricted. The site is zoned "B," Multi-family Residential. This district permits a complete range of residential uses, medical offices and a few other public and civic uses such as church, day care, group home or convalescent care. The subject tract has been developed with a four-suite office type building, which limits the range of uses available to the applicant under this zoning. The applicant could wait for another medical service use to rent the space.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the "GO," General Office district request would potentially allow uses not permitted in the "B" district. Examples of such uses are group residences, funeral home or hotel. Since the request is for office use, nearby properties would notice little difference between a medical office and the general office.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The Wichita Land Use Guide depicts this site as appropriate for "low-density urban residential" which permits densities in of 1 to 6 dwelling units per acre. This residential category provides for the lowest density of urban residential land use and consists of single-family detached homes, zero lot line units, cluster subdivisions and planned developments with a mix of housing types that may include townhouse and multi-family units. Schools, churches and other similar uses are also found in this category.

5. Impact of the proposed development on community facilities: With the zone change to a less restrictive zone, there is the possibility for increased traffic and noise. The applicant will need to address additional parking that would be needed if the zone change were allowed.

DERRICK SLOCUM Planning staff presented the staff report.

BISHOP Noted that the District Advisory Board met on November 5th, but she has not seen the minutes from that meeting.

SLOCUM Have just received the DAB minutes today. They voted 8-0 for approval with the Protective Overlay that would limit the zoning to General Office.

BOB KAPLAN, **430 N. Market**. Has had the pleasure of representing Les in this case for a very long time. Has never had difficulty with Planning Commission on this case, but we have had protests at the

City Council. Les accommodated the neighborhood by simply withdrawing it, and has continued to work with the property for the past 20 years in the "B" zoning. This has limited it to medical use. Over the past number of years, it has been fairly doable because the Central corridor did really support the medical office. Mr. Eck has been able to maintain some tenancy. However, as you are aware, the movement for medical services has been strongly to the northeast quadrant of the city. We have come in and asked for a little more flexibility with General Office. Staff suggested a Protective Overlay, and we are agreeable to that. The nearby neighbors are better off with General Office because some of the uses (convalescent care, community assembly, etc.) that could be put in there under the "B" zoning would be more obtrusive than General Office. Mr. Eck is going to be looking for professionals, architects, accountants, lawyers and business offices. For comment #3 on staff report, "Since the request is for office use, nearby properties would notice little difference between a medical office and the General Office." We agree.

Our request is for the General Office. A booklet was sent out for this case. With photos, the attempt was to show from the perspective of the building, that the condominium apartment complex, which lies to the south, is really protected. There is a screening fence all around the building. There have been comments about parking, and a written lease with Temple Emanuel has been provided to Mr. Slocum for the renting of additional parking spaces. If questions come up about parking, we do have additional parking to the west.

HENTZEN If your request is granted, will the medical office tenant be allowed to stay there?

KAPLAN Yes.

HENTZEN If we move to General Office, what about medical service?

KAPLAN If you check the code, General Office allows medical service.

MITCHELL To clarify, I have received an ex-parte communication. Please show me your hands if you have received an ex-parte communication, as well. All but three of the Planning Commission members have received that communication. It is assumed that none of you made up your mind prior to today.

BISHOP You are not referring to the item that we were mailed, correct?

MITCHELL I am referring to that item.

BISHOP I did receive that.

SCOTT COLBY, 7077 EAST CENTRAL AVENUE. Owner of a unit in the condominiums. A copy of my written comments has been provided to you. At the November 5 District Advisory Board meeting, there were two items of importance that came up. Item one - the staff had recommended that this zoning change be denied. Item two – if there were no building there now, and someone were applying to build this building, it would not be allowed because it is out of character with the rest of the surrounding neighborhood. That board member went on to make the comment that we have a building here that has a basic commercial use, and we have to deal with that reality. The rest of my remarks will address our feeling in the neighborhood that this request for zoning should be denied.

The current uses and the contemplated uses of the applicant's property do not even closely resemble the residential character of the surrounding neighborhood. When Central was widened, we decided to build a new driveway approach to the Chaumont condominiums. When we worked with the Planning Department, we were told that if you take the Temple's driveway, the west driveway of the applicant's

property, the east driveway of the applicant's property, the west driveway of the Chaumont property and the east driveway of the Chaumont property, there are too many driveways. We were asked to move the entrance of our driveway 23 feet to the east, which is as far as you can move it without interfering with the new turn lane being constructed as a part of the street construction for Armour.

We agree that the street access is too intense for this place, and that is one reason why we believe that the use of this property is intrusive on the surrounding neighborhood.

The City guidelines specify for this property that you may have one parking place for every 250 square feet of rentable space. The building has 9,395 square feet of rentable space, which computes to 38 parking spaces. There are actually 51 with plus 10 spaces leased from Temple Emanuel. That is 61 parking spaces. If the building is fully occupied, there could be 61 daily trips for doctors, patients, etc. on a crowded street that has too many driveways.

The applicant is trying to use a protective overlay district in just the opposite from the way that it is intended to be used. The applicant is using the protective overlay to allow uses not allowed in the base zoning (B, Multi-family) and to increase the number of office units rented out to the public.

MITCHELL Your time has expired

COLBY Need two more minutes.

MOTION: To allow the applicant an additional two minutes.

MITCHELL moved, **BISHOP** seconded the motion, and it carried (10-0).

COLBY Residents of the neighborhood twice before protested the intrusive commercial use of this property and were successful. Protest petitions have been signed by 37% of the 30 property owners. Police records were submitted.

MARNELL Are the accident records before or after Central was improved?

COLBY The Police Department provided records for a 3-year period, which will include new and old Central.

MARNELL Central today is radically different from prior to that time.

COLBY It is different, but I sat in my driveway four minutes waiting for a break in the traffic.

BISHOP For staff, as it pertains to Mr. Colby testimony, Mr. Schlegel, if a protest petition is going to be engaged by citizens. Does it not have to follow today's date rather than having it signed previously?

SCHLEGEL Yes, protest petitions are protesting the decision of the Planning Commission. Filing it before the Planning Commission takes an action is not the right way to go. They need to file after the Planning Commission action.

BISHOP Can you define file?

SCHLEGEL It needs to be filed with the city clerk or delivered to our department.

COLBY Does that mean, any protest petition signed before today cannot be submitted or regardless of day signed they need to be submitted within fourteen days to the city clerk.

SCHLEGEL Both attorneys are looking into that. The protest petition should be filed after the planning commission takes action today.

COLBY When it was signed is not important.

JOE ALLEN LANG The statute speaks of the date filed, but someone could argue how effective they are if signed before. But you can file them afterwards. I am not going to give you a black and white answer on that. That is up to the applicant to dispute.

COLBY Each person I spoke to was explained the zoning case.

LANG The point is the time they signed those. They do not know what the planning commission's decision is going to be. The issue is they have to be filed after today's decision.

COLBY If the vote goes to approve it, then I will go back to get more protest petitions.

KAPLAN Many of these purchased the condos long after the building was in existence and leased. When we applied for the GO zoning, the staff came back with a denial. We met with staff with the protective overlay offer. In addition, every use was eliminated except general office and the medical use already there. There is a very changing corridor, and there is more commercial and more office. You recently approved a warehouse at Central and Webb Rd. Corridors change and circumstances change. The GO change with a protective overlay will not be obtrusive to the apartments.

MITCHELL Mr. Kaplan your time is up

KAPLAN Requesting 30 additional seconds.

MOTION: To approve 30 additional seconds for the speaker.

VAN FLEET moved, **BISHOP** seconded the motion, and it carried (10-0).

KAPLAN If you go to the ITC, you are going to find that five or six average daily trips multiplied by the number of units from the Chaumont are going to grossly exceed the number of trips that this building will generate.

HENTZEN Did you say that building was there before the Chaumont was built?

KAPLAN No.

GISICK Requested clarification of applicant's request and staff's recommendation. If we approve it as staff recommends, medical services would not be allowed in that building.

KAPLAN We intend and desire to keep the medical service. GO will also be allowed; it will allow office and medical.

GISICK Under GO, it normally would allow for medical. Would you like to amend to allow GO and medical services?

KAPLAN Yes. I will ask staff support for GO including office, general and medical services in the GO district.

GISICK This is different than what is written.

MITCHELL Clarify the use of the property as recommended by the staff and as requested by the applicant.

SLOCUM The current building is being used as general office and medical services allowed under GO as an amended to the protective overlay.

MITCHELL Does that answer your question, Mr. Gisick?

BISHOP Can staff point me to "office, general" in the zoning code?

GISICK On page 67.

SCHLEGEL Derrick, under "B" Multi-family Residential, would medical services still be allowed?

SLOCUM Yes, that is a permitted use.

MOTION: To approve per staff recommendation with protective overlay and medical service permitted.

HILLMAN moved, **VAN FLEET** seconded the motion, and it carried (10-0).

BISHOP On page 67, it explains GO district. Trying to figure out the difference between General Office and Office, General. What does Office General look like?

SCHLEGEL There is a definition in the code.

SLOCUM Read the "Office, General" definition from the Unified Zoning Code.

BISHOP That is very helpful.

#4

WICHITA METROPOLITAN AREA PLANNING COMMISSION PUBLIC HEARING OF NOVEMBER 15, 2007 AT 1:30 PM

Testimony Regarding Zoning Change Case #ZON2007-00043

The Property In Question Does Not Fit Where It Sits
By Scott D. Colby, Owner
The Chaumont, Unit #8
7077 East Central Avenue
Wichita, Kansas 67206

At the District II Advisory Board Meeting at 7:00 PM on November 5, 2007 held at Rockwell Branch Library, 5939 East 9th Street North, two items were presented directly relevant to this public hearing today. ITEM ONE: The professional planning staff of the Metropolitan Area Planning Commission recommended that the above zoning change request be denied. ITEM TWO: One of the members of the Advisory Board stated during the public discussion that if there were no building at the site of the above zoning case, no commercial building would be allowed to be built there now because it would be incompatible with the surrounding land use of rural residential (RR Zoning).

The Board Member who made the comment in Item Two went on to say that now there is a commercial building and the building constitutes a reality all parties involved have to confront and deal with. In a spirit of respect for the politic nature of that Member's clear sighted observation, I will make the following statements opposing the zoning change request.

The land use surrounding the Applicant's property (7015 East Central Avenue) is rural residential (RR) for blocks and blocks in all directions. The application area is zoned B Multi-Family Residential (B) or High Density Residential. Uses permitted by right include colleges, hospitals, parks, and medical services offices. These by right public, civic, and commercial uses generally create a neighborhood atmosphere of quiet tranquility and calm.

The current uses and the contemplated uses of the Applicant's property do not even closely approach the neighborhood character contemplated by the B Multi-Family Residential/High Density Residential zoning classification. Why do I say this? The Chaumont Home Owners had the following experience which is a matter of public record with the Wichita Public Works Department. In 2006 when the Chaumont Home Owner's applied for the permits needed to build a new driveway entrance to their condominium property, the Public Works Department informed our Board of Directors that the immediate juxtaposition of the Congregation Emanu-El driveway, the west drive way of the applicant's property, the east driveway of the applicant's property, and west driveway of the Chaumont Condominiums, and the east driveway of the Chaumont Condominiums altogether constituted too many entering

and exiting driveways onto Central Avenue in a short span. The Public Works Department requested that when the new Chaumont driveways were constructed, they be moved 23 feet further to the east to ameliorate somewhat the driveway crowding caused by having the Applicant's property located exactly between Congregation Emanu-El and the Chaumont Condominiums.

If you think that traffic flow to and from the Applicant's property will be insignificant, consider the following facts. City Zoning Guidelines specify that the Applicant's building should have one parking space for each 250 square feet of rentable floor space. The Applicant's property contains 9,395 square feet of living area or rentable area square feet. The property provides tenants 51 parking spaces. In addition, the Applicant property owner leases an additional 10 parking spaces on the grounds of Congregation Emanu-El using a three year renewable lease. If the Applicant's property is fully rented and occupied, the potential exists for 61 automobiles of patients, doctors, clients, customers, employees, and business owners coming and going from this property every working day of the week! The Applicant's intended traffic flows and parking spaces will be intrusive on the surrounding neighborhood. The Chaumont residents already have trouble making left turns out of their front driveway into the Central Avenue traffic flows every day of the week.

At the very least, these facts argue there should be no removal of restrictions from the Applicant's property. The Applicant's property is at present partially vacant, mainly because of the development of medical service offices in the Webb Road Corridor near the K-96 Northeast Bypass, and it has been partially vacant for some time. As an unintended beneficial consequence, the reduced traffic flow in and out of the Applicant's property has provided a relative gain in public health, safety, and welfare for all the families living in the surrounding neighborhoods of Rockwood Village, Woodlawn Village, and the Chaumont in the Normandy Addition. This gain in public safety and welfare has been particularly beneficial for the children and young people who cross Central Avenue each day using the pedestrian crossing lights at Central and Armour Streets.

The Applicant, employing a new tactic, has requested that a Protective Overlay District be used in combination with the base-zoning of the district. Protective Overlay Districts are intended to;

1) **Ensure compatibility among incompatible or potentially incompatible land uses;**
2) **Ease the transition from one zoning district to another;**
3) **Address sites or land uses with special requirements; and**
4) **Guide development in unusual situations or unique circumstances.**

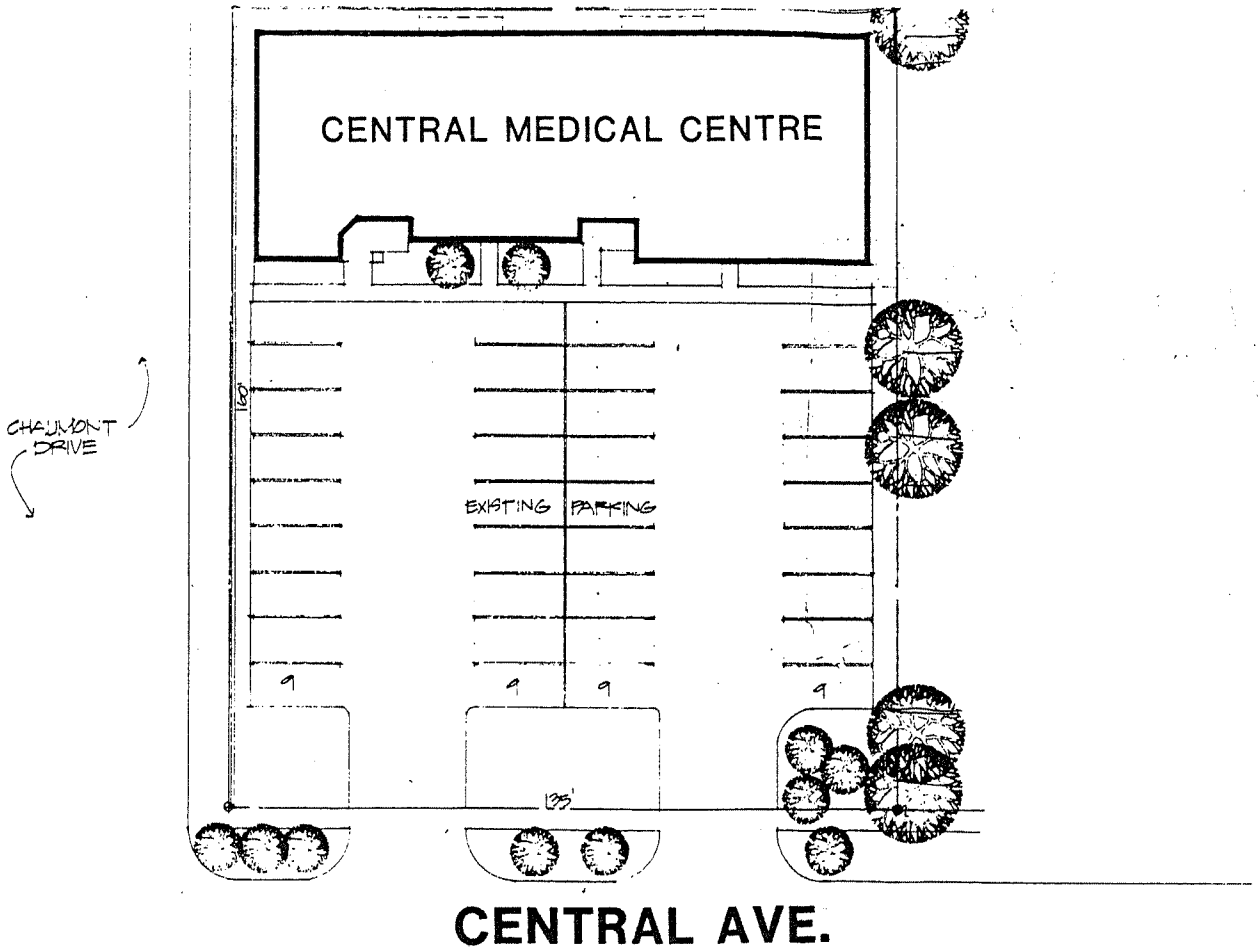
The spirit of the Protective Overlay District rule intends <u>prohibiting</u> otherwise permitted uses or conditional uses or <u>decreasing</u> the number or average density of dwelling units on a site. But the Applicant is trying to use a Protective Overlay

District in a way exactly opposite from the way it was originally intended to be used. That is to say, the Applicant is using the Protective Overly district to allow uses not allowed by the base-zoning and to increase the number or average density of office units rented out to the public. Those additional uses would be General Office uses (GO Zoning) and would include real estate offices, accounting offices, insurance agency offices, attorney offices, and financial planner offices. The use of the Protective Overlay District will be intrusive upon the surrounding neighborhoods and residences.

For the past two days I have gathered protest petitions from the 30 property owners on the Ownership List the Metropolitan Area Planning Commission used to send out notices of this Public Hearing. So far, of the 30 property owners listed, 11, or 37%, have signed protest petitions. The Commission's rules state that I have 14 days after today's meeting to complete gathering signed protest petitions. My impression from conversations with my neighbors indicates that more than 60% of the property owners within the 200 foot Notification Zone will sign protest petitions.

SUMMARY: The residential neighborhoods (RR Zoned) surrounding the Applicant's property spread out for blocks and blocks in every direction. The Applicant's use of his property is commercial, even as defined by the B Multi-Family District/High Density Residential Zoning rules. The Applicant's intended additional uses of the property (GO Zoning with a Protective District Overlay) will be even more intrusive upon the neighborhood. Residents of the neighborhood twice before protested the intrusive commercial use of the Applicant's property. The residents twice before succeeded in persuading this Commission to deny the Applicant's request for zoning changes. Now the Applicant intends to increase the density and frequency of commercial uses of his property, thereby making his property ownership even more a bone of contention. Residents of the neighborhood oppose the Applicant's intrusive commercial activities in the very middle of their purely residential neighborhoods. Good urban planning avoids the juxtaposition of incompatible land uses when there is threat to the public health, safety, and welfare, as well as to the tranquility and calm of the lives of the citizens in the nearby neighborhoods. Therefore, I respectfully request that the Metropolitan Area Planning Commission, in the spirit of good urban planning, deny in its entirety the Applicant's Case ZON2007-00043 request for zoning changes.

END



SITE PLAN

1" = 20'-0"

NORTH

prints issued
4-1-87 REVIEW
5-4-87 REVISED

W/DA #

CENTRAL MEDICAL CENTRE

drawn by DEN | checked by

sheet no.

Wilson · Darnell · Associates, P.A.
architects & planners
128 North Oliver · Wichita, Kansas 67208 · 316-681-2099

Agenda Item No. 43.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: ZON2007-00043 – Zone change from "B" Multi-Family Residential to "GO" General Office. Generally located east of Woodlawn Avenue, west of Armour Avenue, on the south side of Central Avenue. (District II)

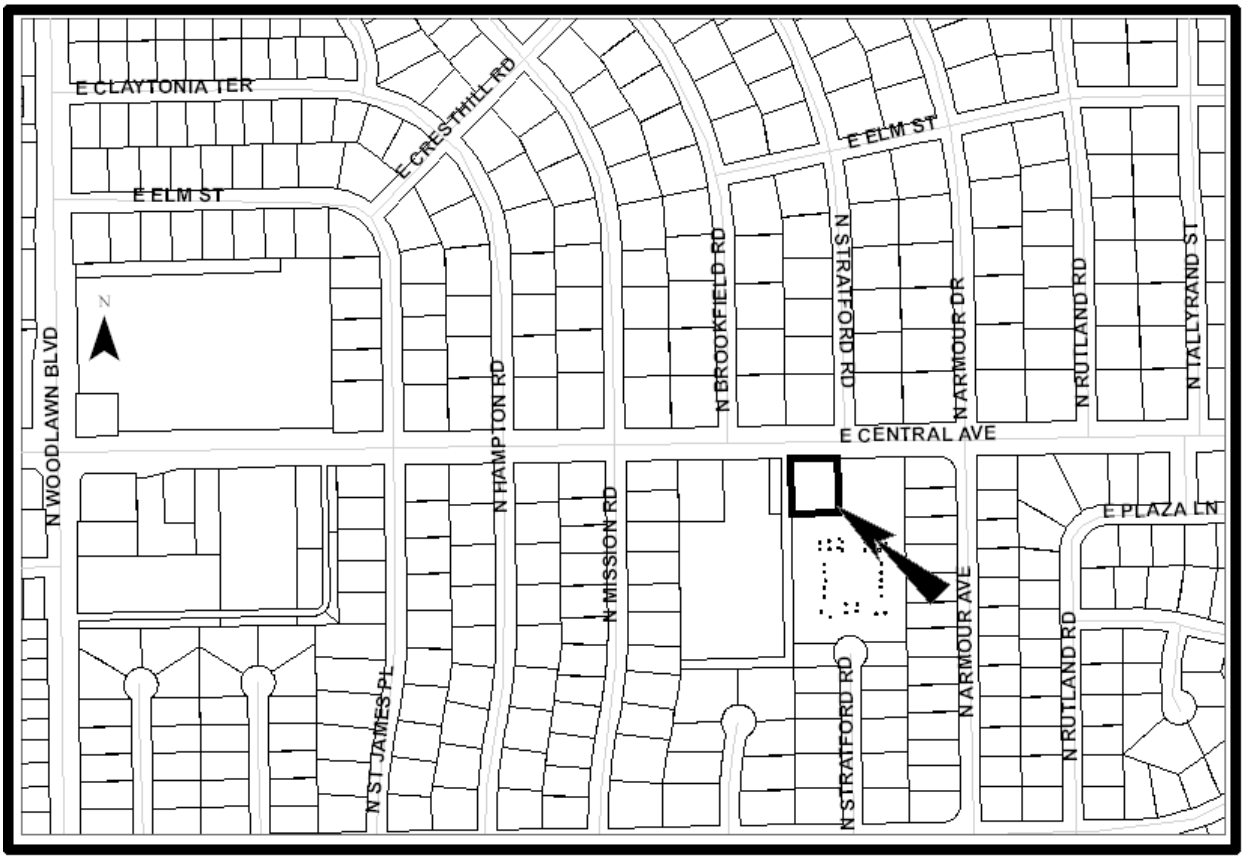
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

DAB II Recommendation: Approve zone change with Protective Overlay #199, vote 8-0.

MAPC Recommendation: Approve zone change with Protective Overlay #199, vote 10-0.

MAPD Staff Recommendation: Deny



Background: The applicant is seeking a zone change from the "B," Multiple-family Residential to the "GO," General Office district on property located east of Woodlawn Avenue, west of Armour Avenue, on the south side of Central Avenue (7015 E. Central). The property is currently developed with an office building containing space for four tenants.

Surrounding land uses are: single family residential ("SF-5", Single family Residential) north of Central; multi-family residential ("B", Multi-family Residential) on the east and south; and a synagogue ("SF-5," Single family Residential) on the west. Access to the site is via two access points located on Central. Screening fencing currently exists along the south, east and west sides of the property.

Analysis: Planning staff recommended that the request be DENIED. However, staff gave the Planning Commission the option, if the commission felt the request was appropriate, that the application for a rezone to GO-General Office be APPROVED, subject to conditions in Protective Overlay #199. The Metropolitan Area Planning Commission (MAPC) reviewed this application on November 15, 2007 and recommended approval of the alternative recommendation, approving the rezone to GO-General Office, subject to the provisions contained in Protective Overlay #199:

A. Uses permitted on the site are limited to those permitted in the "B", Multiple-Family Residential zoning district, and the only GO, General Office use permitted is "office, general." Permitted "office, general" uses are the uses listed under "office, general" in the Unified Zoning Code, not the uses permitted in the "GO", General Office zoning district.

B. The site shall be developed and utilized in general conformance with the site plan submitted with this request.

C. No off-site, portable, variable or electronic message signs (LED) are permitted.

There was one citizen that spoke in opposition of this request.

This case was heard at the District II Advisory Board meeting on November 5, 2007. The DAB approved the zone change with the Protective Overlay by a vote of 8-0. There were three people who spoke in opposition of this request at the DAB meeting.

At this time, there have been 20 protest petitions received and stamped by the city clerk, equating to 64% of the total real property within the area required to be notified by state statue. With the protest being more than 20% of the total real property within the area required to be notified by state statute of the proposed zoning map amendment, excluding streets and public ways and property excluded pursuant to Section V-C.10.b, such amendment may be approved by the Governing Body only by a vote of approval by at least three-fourths of all members of the Governing Body. (Article V, Section C.10(a) of the Unified Zoning Code)

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 199; and place the ordinance establishing the zoning on first reading; or
2. Return the application to the MAPC for reconsideration.

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

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: Z-3341 and DP249 – Extension of time to complete the platting requirement for a zone change from "SF-5" Single-Family Residential to "GC" General Commercial and for the Ewald's South Town Center Commercial Community Unit Plan. Generally located south of 47th Street South and east of Broadway. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve a two-year platting deadline extension to November 23, 2009.

Background: On November 23, 1999, the City Council approved a zone change from "SF-5" Single-Family Residential to "GC" General Commercial and DP-249 subject to the condition of platting the property within one year. Four platting extensions granted for this request have extended the platting deadline to November 23, 2007. The applicant's attached letter indicates that the owner is seeking creation of a TIF or TDD district, and is working to resolve acess, drainage, and funding issues. The applicant requests a two year platting extension to November 23, 2009 in order to complete the platting process.

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

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Recommendations/Actions: Approve extended platting deadline of November 23, 2009.

POE & ASSOCIATES, INC. CONSULTING ENGINEERS
5940 E. Central, Suite 200
Wichita, Kansas 67208
(316) 685-4114
FAX: (316) 685-4444

November 29, 2007

Mr. Dale Miller
Current Plans Manager
Metropolitan Area Planning Dept.
455 N. Main, 10th Floor
Wichita, KS 67202

Re: Z-3341 & DP-244

Dear Dale:

Our client requests an additional two-year platting extension for the property.

Over the past year, we have continued to have dialogue with city staff about creating a possible TIF and TDD district for this development and have worked to resolve issues related to access, drainage, project funding, etc..

As you know, this proposed commercial development is currently the major priority for the South Wichita area and we believe the request to be reasonable because of the complex nature of the project and the public benefit.

Thank you in advance for your assistance with this matter. Please let me know if you have any questions.

Respectfully,

Tim Austin

Tim Austin, PE

CC: Jay Maxwell

Agenda Item No. 45.

City of Wichita
City Council Meeting
February 5, 2007

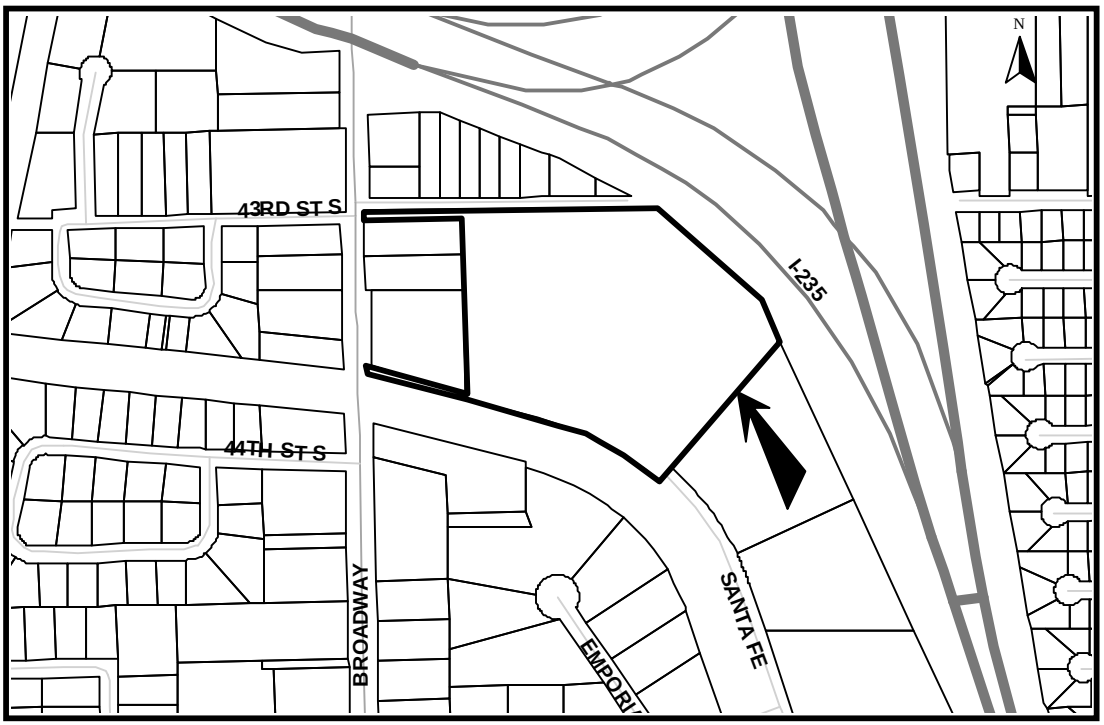
TO: Mayor and City Council Members

SUBJECT: ZON2004-00024 – Extension of time to complete the platting requirement for a zone change from "SF-5" Single-Family Residential and "LC" Limited Commercial to "LI" Limited Industrial. Generally located northeast of the 47th Street South and Broadway intersection. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve two-year extension of time to complete platting with a new platting deadline of January 20, 2009.



Background: On July 20, 2004, the Wichita City Council considered the above request. The action of the City Council was to approve, subject to platting within one year, and the provisions of Protective Overlay #142. The applicant has since received two platting extensions through January 20, 2007. The applicant indicates in the attached letter that the plat has been submitted and approved by MAPD; the applicant is in the process of revising the plat drainage plan in response to a new FEMA Drainage Study. Therefore, the applicant requests an additional two-year platting extension.

Analysis: Staff recommends that a two-year extension of time to complete platting requirements be granted to January 20, 2009. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Recommendations/Actions: Approve a two-year platting extension to January 20, 2009.

SAVOY COMPANY, P.A.

Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS. 67211-1911

PH (316) 265-4005
FAX (316) 265-0275
www.savoyco.com

14 January 2008

MAPD
Attn: Bill Longnecker
10th Floor – City Building
455 N. Main
Wichita, KS 67202

Subject: Request for Extension of Zoning Time.

Reference: ZON 2004-00024: From SF-5 Single Family Residential and LC Limited Commercial to LI Limited Industrial, subject to Protective Overlay #142.

Dear Bill Longnecker,

This is a request for an extension of 24-Months on the above referenced Zoning Case. The Zoning was originally approved subject to platting within One year. The plat has been submitted and approved by MAPD. We are in the process reprocessing a revised plat to simplify drainage requirements created by a new FEMA Drainage Study to meet the platting requirements and complete the platting process.

Sincerely,

Mark A. Savoy

Mark A. Savoy Land Surveyors Brian N. Savoy

(150004) Published in The Wichita Eagle on _____

ORDINANCE NO. _____

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

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

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

Case No. ZON2005-00025

Request for Zone change from "SF-5" Single-family Residential to "LI" Limited Industrial, on property described as:

> Lot 4, except for the east 5 feet dedicated for street, Schmidt Addition, Wichita, Sedgwick County, Kansas. Generally located north of Merton Circle and west of Baehr Street.

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

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

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Central Sand, Inc., a Kansas Corporation, being the owner(s) of the following described real estate in Wichita, Sedgwick County, Kansas, to wit:

The east 5.00 feet of Lot 4, Schmidt Addition, Sedgwick County, Kansas

do(es) hereby dedicate the above-described real estate to the public for street right-of-way purposes.

Executed this 10th day of JAN, 2008.

Central Sand, Inc.

By: Richard Hoskinson

Richard Hoskinson, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Richard Hoskinson, as President of Central Sand, Inc., a Kansas Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

DONALD G. ARNOLD, JR.
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11-4-08

Notary Public

(My Appointment Expires: 11-4-2008)

DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned Central Sand, Inc., a Kansas Corporation, being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

Lot 4, Schmidt Addition, Sedgwick County, Kansas

do hereby transfer and convey to the appropriate governing body, all abutter's rights of access, ingress and egress to said property from or to Merton Circle over and across the south line of the above-described property; to have and to hold the same forever. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from Merton Circle.

Executed this 10TH day of JAN, 2008.

Central Sand, Inc.

By: Richard Hoskinson

Richard Hoskinson, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Richard Hoskinson, as President of Central Sand, Inc., a Kansas Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

DONALD G. ARNOLD, JR.
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11-4-08

Notary Public

(My Commission Expires: 11-4-2008)

METROPOLITAN AREA PLANNING COMMISSION
JUNE 23, 2005
EXCERPT MINUTES

Case No.: ZON2005-25 – Leon Lungwitz (owner/applicant) Request Zone change from "SF-5" Single-family Residential to "LI" Limited Industrial on property described as;

Lot 4, Schmidt Addition. Generally located on the northwest corner of Baehr Street and Merton Circle.

BACKGROUND: The applicant requests a zone change from "SF-5" Single-Family Residential to "LI" Limited Industrial on a 0.43-acre platted tract located north of Merton Circle and on the west side of Baehr Street, the subject property is currently developed with a single-family residence. The applicant proposes to develop the property with storage and printing uses.

The surrounding area is characterized primarily by industrial uses; although, there is an SF-5 zoned single family residence west of the site, and one south of the site, across Melton Circle. Further north on Baehr at the Harry intersection are also two remaining single-family residences zoned SF-5. The property to the north and east are zoned "LI" Limited Industrial and developed with warehousing and printing uses.

Because property to the west is zoned residential, screening will be required along that property line. The compatibility setback standards will require a 25-foot building setback along the north property line unless a Zoning Adjustment is granted by the Planning Director and Zoning Administrator to reduce or waive the compatibility setback. Because the property to the west is zoned residential, a landscape buffer will be required when the site is developed; a landscape plan will require approval by the Planning Department.

CASE HISTORY: The property is platted as Lot 4, Schmidt Addition, recorded in 1951. The majority of the surrounding area has been rezoned to LI over time. The previous zone changes approved along Baehr required dedications to bring the right-of-way (ROW) up the 70-foot width required by the Subdivision Regulations for an industrial street.

ADJACENT ZONING AND LAND USE:

NORTH:	"LI"	Warehousing
SOUTH:	"SF-5"	Single-family residence
EAST:	"LI"	Printing
WEST:	"SF-5"	Single-family residence

PUBLIC SERVICES: The subject property has frontage along Baehr, a paved local street with a 65-foot ROW; and frontage along Melton Circle, an unpaved dead end street with a 60-foot ROW. The site currently has one access point from Baehr, and no access points to Melton Circle. Public water and sewer service are

currently available to the subject property. The site has a platted 10-foot utility easement, which meets guidelines.

CONFORMANCE TO PLANS/POLICIES: The Land Use Guide of the Comprehensive Plan identifies this area as appropriate for "Employment/Industrial" development. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses be located in close proximity to support services such as major arterials, truck routes, highways, utilities trunk lines, rail spurs, and airports. The 65-foot ROW is five feet less than required by the Subdivision Regulations for an industrial street. The Unified Zoning Code does not permit residential development in the LI district, therefore, should this zone change be approved, the existing single-family residence will become a legal non-conforming use.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the dedication of five feet of right-of-way on Baehr, and dedication of complete access control on Melton Circle.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding area is characterized primarily by industrial uses. Three properties along this block of Baehr are developed with single-family residential uses, but, this area has been identified as appropriate for industrial uses in City-County land use guides for over 40 years, and the properties along Baehr have slowly converted from residential to industrial use. The proposed "LI" Limited Industrial zoning is compatible with the zoning, uses, and character of the neighborhood.

2. The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned "SF-5" Single-Family Residential, and is developed with a single-family residence. Given the long-standing guidance provided by land use guides that this area should be developed with industrial uses, further residential development of the subject property would not be suitable and would be contrary to the community's goal of converting the area from residential to industrial use.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental affects on remaining residential properties in the area should be minimized by the screening, lighting, and compatibility standards of the Unified Zoning Code and the landscape street yard, parking lot screening, buffer landscaping requirements of the Landscape Ordinance, which should limit noise, lighting, and other activity from adversely impacting the residential properties to the south and west.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies this area as appropriate for

"Employment/Industrial" development. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses be located in close proximity to support services such as major arterials, truck routes, highways, utilities trunk lines, rail spurs, and airports. With the recommended dedication of five feet of right-of-way along Baehr, the site will meet the requirements of the Subdivision Regulations for an industrial street.

5. Impact of the proposed development on community facilities: No detrimental impacts on community facilities are anticipated as long as the recommend dedications of additional right-of-way and access control are required.

MOTION: To approve subject to staff recommendations.

JOHNSON moved, **MITCHELL** seconded, and it carried (10-0).

Agenda Item No. 46.

City of Wichita
City Council Meeting
February 5, 2008

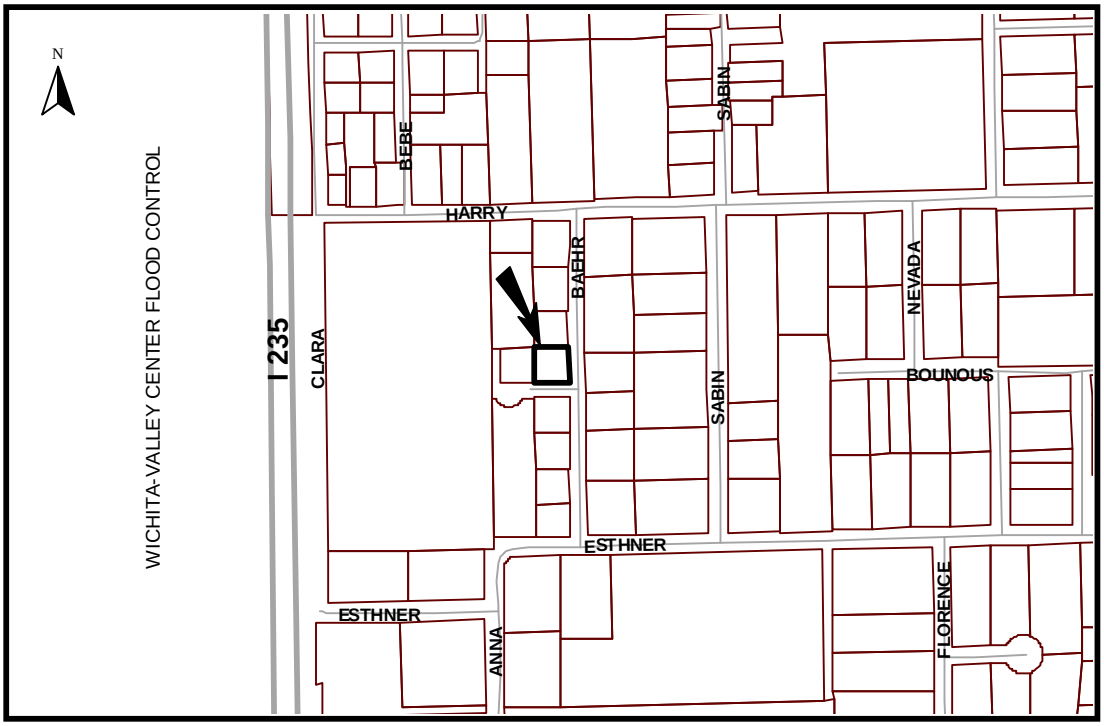
TO: Mayor and City Council

SUBJECT: ZON2005-00025 – Zone change from "SF-5" Single-family Residential to "LI" Limited Industrial. Generally located north of Merton Circle and west of Baehr Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.



Background: On June 23, 2005, the MAPC approved the requested zone change subject to the dedication of five feet of right-of-way on Baehr and dedication of complete access control on Merton Circle. On August 2, 2005, the City Council also approved the requested zone change subject to the dedication of five feet of right-of-way on Baehr and dedication of complete access control on Merton Circle. The applicant has now completed the required dedications, see attached.

Analysis: Staff recommends that the Council now approve the first reading of the ordinance establishing the zone change.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

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

Recommendation/Actions: Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change.

OCA150006 BID 37529-009 CID #76383
Published in The Wichita Eagle on _____
ORDINANCE NO. _____

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

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

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

Case No. ZON2007-00058

Request for a zone change from “B” Multi-family Residential to “LC” Limited Commercial, on property described as:

Lots 40, 39, 38, 37, 28, 27, 26, 25, 24, & 23, Block 4, East Highland Addition, Wichita, Sedgwick County, Kansas. Generally located northeast of the Oliver & Central Avenues intersection.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #201, being complete within one-year of approval by the governing body:

(1)(a)Dedication of additional right-of-way along Oliver Avenue to meet the 50-foot of half street right-of-way standard for this intersection. (b) Dedication of cross lot access between the site and one of the applicants’ abutting southern (bingo hall) property. (c) Dedication of access control onto Oliver Avenue and possible complete access control onto Glendale Avenue. All reviewed and approved by the Traffic Engineer, all accomplished either through the replatting process or by dedication by separate instruments.
(2) Because the site is partially in a FEMA flood area provide a drainage plan for review and approval by the Storm Water Engineer.
(3) No signage allowed along the north and east sides of the site, where the site is abutting and adjacent to residential development. No off-site signs. Monument signs are allowed per the sign code for the “LC” zoning district.
(4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.

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

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

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members

Mayor and Wichita City Council Members

FROM: LaShonda Porter, District I Neighborhood Assistant

SUBJECT: ZON2007-00058

DATE: January 18, 2008

On Monday, January 7, 2008 the *District Advisory Board (DAB) for Council District I* considered a request to presented the zoning reclassification request to change the property generally located northeast of the Oliver & Central Avenues intersection from Multi-family Residential to Limited Commercial. The intended use of the property is not identified however, the applicant would to have the ability to develop the property and the Limited Commercial zoning allows for greater development.

McNeely advised that staff is recommending approval of the request, contingent on the provisions of the Protective Overlay #120, being complete within one-year of the approval by the governing body.

District Advisory Board members raised questions regarding the drainage for the property, as well as, the intended use. Board members would like the developer to come before the Board once the intent has been determined.

The District I Advisory Board recommended approval of the zoning change subject to the staff recommendation by a vote of 9:0. Miller-Stevens abstained from voting.

EXCERPT OF DECEMBER 20, 2007 MAPC HEARING

Case No.: ZON2007-58 – Jerry & Diane Brown, Dale Smith, & City of Wichita (applicant/owner) Poe & Associates, Tim Austin Request City zone change from "B" Multi-Family to "LC" Limited Commercial on property described as;

Lots 39, 40, 37, 38, 23 thru 28; Block 4, East Highlands Addition, Wichita, Sedgwick County, Kansas. Generally located Northeast of the intersection of Oliver and Central Avenues.

BACKGROUND: The applicant is requesting "LC" Limited Commercial zoning on Lots 40, 39, 38, 37, 28, 27, 26, 25, 24, & 23, Block 4, East Highland Addition. The site is currently zoned "B" Multi-family Residential. The site's Oliver Avenue side has two, vacant (built 1942 & 1944) single-family residence on it and a parking lot, in need of maintenance, along its Glendale Avenue side. The two residences on the Oliver side each have driveways onto Oliver and they face Oliver, which is a four-lane minor arterial. The parking lot on the Glendale side has several drives onto Glendale, which is a residential street.

A vacant bingo hall (1948, originally a movie theater), zoned "LC," abuts the site's south side and a portion of its west side. One of the applicants owns this bingo hall, which could become a part of a redevelopment of the subject site. An "LC" zoned, vacant liquor store (1947) is located south, across a vacated portion of Elm Street (V-1250), from the bingo hall. The vacation of this portion of Elm prevents traffic off of the Glendale side of the site from access onto Oliver and forces traffic through a residential neighborhood. West of the site, across Oliver there are a two-story apartment building (1977) and a single-story office building (1977), all zoned "GO," General Office. An "LC" zoned single-story office (1985) and Quick Trip (1991, on the Oliver – Central Avenues intersection) convenience store are south of the "GO" site. Abutting the north side of the site, there are "B" zoned single-family residences and what appears to be a vacant duplex (all built in the 1940s). East of the site, across Glendale, there are "TF-3," duplex, zoned single-family residences. Generally speaking the intersection of Oliver and Central has mostly commercial and some office zoned sites on all four of its corners, which are occupied by a small Dillon's, fast food, small strip retail/office and free standing retail/office, a Quick Trip, restaurants, auto garages, and some vacant retail/office buildings. Residential neighbors are located behind these developments and beginning where the commercial or office zoning ends along Central and Oliver.

CASE HISTORY: The site is part of the, East Highland Addition, which was recorded with the Register of Deeds August 5, 1924.

ADJACENT ZONING AND LAND USE:

NORTH:	"B"	single-family residences, vacant duplex
SOUTH:	"LC"	vacant bingo parlor, vacant liquor store
EAST:	"TF-3"	single-family residences
WEST:	"GO," "LC"	apartment, office, convenience store

PUBLIC SERVICES: All municipal services and utilities are available. Glendale Avenue is a paved residential street. Oliver Avenue is a paved four-lane minor arterial. Both roads are shown to remain the same on the 2030 "Transportation Plan." There are currently approximately 15,500 to 21,000 ATD on the Central-Oliver intersection. The 2030 high projection is 23,000 ATD. There appears to be 30-feet of half-street right-of-way at this location; 50-feet of half street ROW is the standard to allow for additional turn lanes at this intersection. Both the Ruffin 4th Addition (5-2-1973) and the Williams 2nd Addition (6-17-1976) dedicated 20-feet of ROW when they were replatted for redevelopment (built 1985 & 1977), both of these properties are located directly west of the site, across Oliver Avenue.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide", of the Comprehensive Plan identifies the site as appropriate for "urban residential" (the Oliver side) and "local commercial" (the Glendale side). The "urban residential" category includes all densities of residential development found within the urban municipality. The "local commercial" category includes commercial, office and personal service uses that do not have a regional draw. The site is also located within the "Central Northeast Area Plan," which recommends retaining existing businesses and attracting new businesses that would be more neighborhood serving retail and personal services. This site and the requested zoning are mostly in compliance with the "Land Use Guide" and the "Northeast Plan." The issue is the "Land Use Guide" showing the two single-family residences along Oliver to be used a residential. The fact that the residences are facing Oliver, have small front yards between them and Oliver, have access only onto Oliver and are within 300-feet of the Oliver-Central intersection has made them less attractive for residential use.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the "LC" zoning be APPROVED, contingent on the provisions of Protective Overlay #120, being complete within one-year of approval by the governing body.

(1)(a)Dedication of ROW along Oliver to meet the 50-foot of half street ROW standard for this intersection. (b) Dedication of cross lot access between the site and one of the applicants' abutting southern (bingo hall) property. (c) Dedication of access control onto Oliver Avenue and possible complete access control onto Glendale Avenue. All reviewed and approved by the Traffic Engineer, all accomplished either through the replatting process or by dedication of separate instruments.
(2) Because the site is partially in a FEMA flood area provide a drainage plan for review and approval by the Storm Water Engineer.
(3) No signage allowed along the north and east sides of the site, where the site is adjacent to residential development. No off-site signs. Monument signs are allowed per the sign code for the "LC" zoning district.
(4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties located along the four corners of the Oliver-Central Avenues' intersection are zoned "LC," with "B" and "GO" zoning coming into place further away from the intersection. Development in these zoning districts include a small Dillon's, fast food, small strip retail/office and free standing retail/office, a Quick Trip, restaurants and auto garages, some vacant retail/office buildings, with residential neighbors behind these developments and beginning where the commercial or office zoning ends. The residential development in this described area are zoned "B," "TF-3," and "SF-5."

2. The suitability of the subject property for the uses to which it has been restricted: Although the site is too small to reach the density allowed by the "B" zoning for an apartment development, it's size is appropriate for its current use as two, single-family residences. The site's close proximity to the Oliver-Central intersection and the fact that the residences are facing Oliver, have small front yards between them and Oliver, have access only onto Oliver makes them less attractive as residential properties.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Code requirements for compatibility setbacks, screening, landscaping, as well as limiting access onto Oliver and Glendale streets could minimize the impact on the adjacent residential development

east and north of the site. The access onto Glendale is problematic because the vacation of the adjacent portion of Elm prevents traffic off of the Glendale side of the site from access onto Oliver and forces traffic through a residential neighborhood. These considerations could also improve this side of the Oliver-Central intersection in regards to upgrading its appearance and more improved access onto Oliver.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide", of the Comprehensive Plan notes the site as appropriate for "urban residential" (the Oliver side) and "local commercial" (the Glendale side). The site is also located within the "Central Northeast Area Plan," which recommends retaining existing businesses and attracting new businesses that would be more neighborhood serving retail and personal services. The "Plan" also sites the need for reinvestment in the area through several types of funding. This site and the requested zoning are mostly in compliance with the "Land use Guide" and the "Northeast Plan." The issue is the "Land Use Guide" showing the two single-family residences along Oliver to be used a residential. The fact that the residences are facing Oliver, have small front yards between them and Oliver, have access only onto Oliver and are within 300-feet of the Oliver-Central intersection has made them less attractive for residential use.

5. Impact of the proposed development on community facilities: Traffic onto Oliver Avenue would increase off of the site and drainage off of the site will increase because of the additional paving in the redevelopment. Drainage is a concern because an eastern portion of the site, Glendale Avenue, and the adjacent eastern residential neighborhood are located in a FEMA flood area. Limiting or denying access onto Glendale is also an issue, in regards to keeping traffic out of the eastern adjacent residential neighborhood.

BILL LONGNECKER, Planning staff presented the staff report.

Responding to several questions from **MCKAY** regarding access control and circulation around the proposed project area, **LONGNECKER** noted that there appeared to be five drives from the site and the abutting southern property, which was owned by one of the applicants, onto Oliver. He stated that staff would want access control to Oliver reviewed by the Traffic Engineer, as well as possible complete access control onto Glendale, a residential street, in order to avoid commercial traffic using streets in the surrounding neighborhood. He also noted that the PO required dedication of cross-lot access to ensure that the site's future businesses would have access to the same drives onto Oliver.

Responding to **BISHOP'S** question concerning the vacation of Elm Street, **LONGNECKE**R explained that it is typical that reversion of right-of-way go to the abutting property owners of the lots that were platted with the right-of-way, in this case half of Elm would go to the northern and half to the southern properties. He also responded to **BISHOP'S** questions about drainage issues in the area, by noting that staff was requesting a drainage plan for review in reference to the flooding in the area to the east of the site, which Glendale was the western portion of the flooding area.

TIM AUSTIN, POE & ASSOCIATES, AGENT FOR APPLICANT clarified that he and his client were interpreting access control as complete access control and that they would be working with City Traffic Engineering to identify access points. He said there would be access along Oliver; however, they had no intention to allowing commercial traffic into the neighborhood. He concluded by stating that the entire area was being evaluated for redevelopment. He concluded by stating that they agreed with staff comments.

JERRY BROWN, 619 GLENDALE, said he was the owner of the property where the bingo parlor is located, and owned one of the properties on this case. He said he also owns a home at 619 Glendale. He asked what developers were planning on doing in the area?

MCKAY said according to the application, the MAPC was led to believe that Mr. Brown was part of the development but now he is indicating that he has sold the property. **MCKAY** asked about the planned development of the area, and whether the rezoning request was premature.

LONGNECKER said that Mr. Brown was on the zoning application, and was listed on the ownership list as the owner of the parking lot, which was part of the application. He also pointed out that the City owned one property, abutting Brown's bingo parlor, and that another applicant owned the other residential property listed on the application and ownership list. All three applicants signed on the application and were listed on the ownership list.

TIM AUSTIN said he did not know the status about the on-going real estate negotiation with the City. He said the City and the buyer were discussing redevelopment in the area, which may include some financial incentives from the City, including Tax Increment Financing (TIF). He said the requested rezone was part of the overall process, and that he understood that if the area was not rezoned, it might jeopardize redevelopment of whole area.

Responding to a question from **MILLER STEVENS**, Mr. Brown indicated that he owned the area outlined in red on the overhead map, which was the parking lot site.

FRED JOYCE, CLEARWATER, KANSAS said he owned two properties north of the area along North Oliver and added that he was also curious as to what was being planned for the area, and how it may affect the tax base.

> **MOTION:** To approve subject to staff recommendation.
>
> **HILLMAN** moved, **JOHNSON** seconded the motion, and it carried (14-0).

MCKAY suggested asking the City what they are planning for the property.

> **SUBSTITUTE MOTION:** To defer the application for further information.
>
> **MCKAY** moved, **BISHOP** seconded the motion and it failed (12-2).
> **ANDERSON, DENNIS, DOWNING, GISICK, HENTZEN, HILLMAN, JOHNSON, MARNELL, MILLER STEVENS, MITCHELL, SHERMAN** and **VAN FLEET** – No.

HILLMAN said he had trouble believing that working with Traffic Engineering would modify and improve the hazardous traffic conditions at the intersection.

BISHOP said she is flummoxed when one of the applicants is asking the MAPC what is happening at the location. She said that indicated to her that this proposal was not ready for MAPC review/recommendation.

SCHLEGEL asked for clarification as to what information the MAPC was requesting. He asked if they were looking for information on the City's involvement in future improvements along Oliver; why the City owns the property; or what were the City's future plans for development of the area?

MCKAY said he would like to see an overall plan as to what the developers think might happen in the area.

SCHLEGEL reiterated that he did not believe the City had plans to redevelop the area; that private parties were attempting to assemble land at this corner. He said the City had made right-of-way improvements at the intersection, and that some incidental land purchases occurred because of those improvements; however, this proposal was not a City redevelopment project. He concluded by stating that he did not believe the Commission was going to be able get an answer on the planned development of the area from the City of Wichita

TIM AUSTIN commented that discussions of a "proprietary nature" were on-going that he could not discuss because his client was evaluating the proposal, which might include public assistance and tax increment financing.

GISICK commented that he was going to support the original motion.

JOHNSON stated that he was going to support the original motion, which included requirements for a drainage plan.

Agenda Item No. 47.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: ZON2007-58 – Zone change from "B" Multi-family Residential to "LC" Limited Commercial with a Protective Overlay. Generally located northeast of the Central and Oliver intersection. (District I)

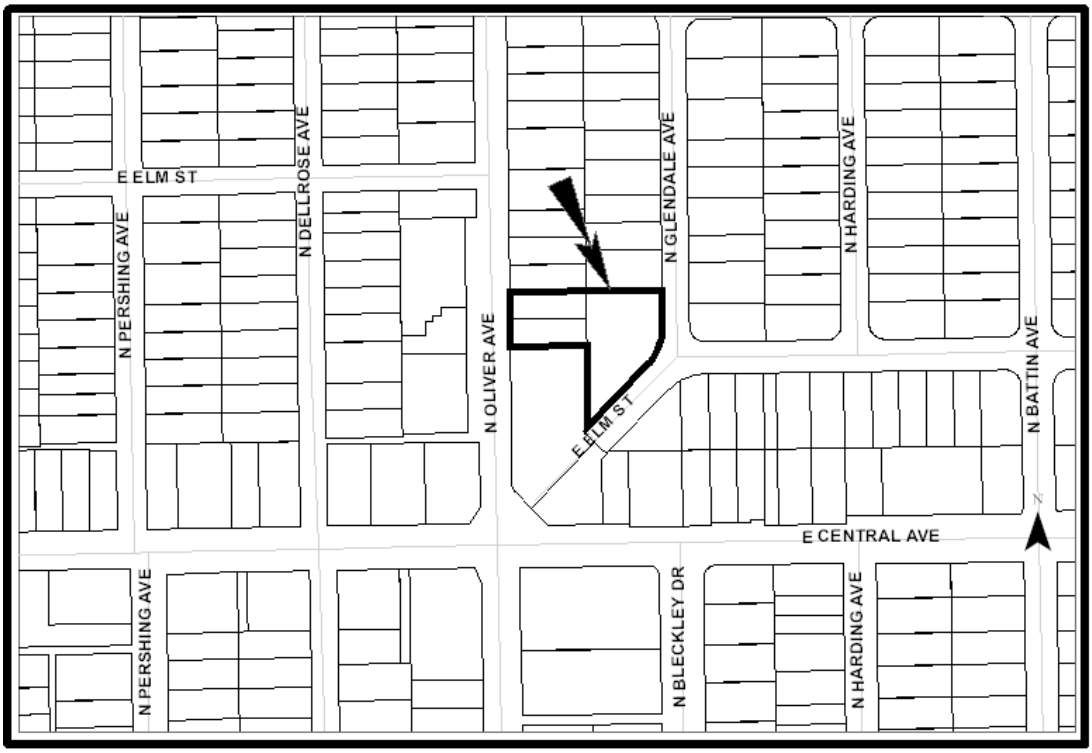
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations (14-0).

MAPD Staff Recommendations: Approve, subject to the provisions of the Protective Overlay.

DAB recommendation: Approve, subject to staff recommendations (9-0).



Background: The applicants are requesting "LC" Limited Commercial zoning on Lots 40, 39, 38, 37, 28, 27, 26, 25, 24 and 23, Block 4, East Highland Addition. The site is currently zoned "B" Multi-family Residential. The site's Oliver side has two vacant (built 1942 and 1944) single-family residences on it and a parking lot, in need of maintenance, along its Glendale Avenue side. The two residences on the Oliver side have driveways onto Oliver and they face Oliver, which is a four-lane minor arterial. The parking lot on the Glendale side has several drives onto Glendale, which is a residential street.

A vacant bingo hall (1948, originally a movie theater), zoned "LC," abuts the site's south side and a portion of its west side. One of the applicants owns this bingo hall, which could become a part of a redevelopment of the subject site. A "LC" zoned vacant liquor store (1947) is located south, across a vacated portion of Elm Street (V-1250), from the bingo hall. The vacation of this portion of Elm prevents traffic off of the Glendale side of the site from access onto Oliver and forces traffic through a residential neighborhood. West of the site, across Oliver, there is a two-story apartment building (1977) and a single-story office building (1977) that are zoned "GO," General Office. A "LC" zoned single-story office (1985) and a Quick Trip (1991, on the northwest side of the Central and Oliver intersection) convenience store are south of the "GO" site. Abutting the north side of the subject site, there are "B" zoned single-family residences and what appears to be a vacant duplex (all built in the 1940s).

East of the site, across Glendale, there are"TF-3" duplex residential zoned single-family residences. Generally speaking, the intersection of Central and Oliver has mostly commercial and some office zoned sites on all four of its corners, which are occupied by a small Dillon's, fast food, small strip retail/office and free standing retail/office, a Quick Trip, restaurants, auto garages and some vacant retail/office buildings. Residential neighbors are located behind these developments, generally beginning where the commercial or office zoning ends along Central and Oliver.

Analysis: At the December 20, 2007 MAPC public hearing meeting, the MAPC recommended approval of the requested "LC" zoning with the subject to the following provisions of Protective Overlay (PO) #201:
(1)(a)Dedication of additional right-of-way along Oliver Avenue to meet the 50-foot of half street right-of-way standard for this intersection. (b) Dedication of cross lot access between the site and one of the applicants' abutting southern (bingo hall) property. (c) Dedication of access control onto Oliver Avenue and possible complete access control onto Glendale Avenue. All reviewed and approved by the Traffic Engineer, all accomplished either through the replatting process or by dedication by separate instruments.
(2) Because the site is partially in a FEMA flood area provide a drainage plan for review and approval by the Storm Water Engineer.
(3) No signage allowed along the north and east sides of the site, where the site is abutting and adjacent to residential development. No off-site signs. Monument signs are allowed per the sign code for the "LC" zoning district.
(4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.

There were no protest at the MAPC meeting and staff received no phone calls protesting the requested zone change. At its January 7, 2008 meeting, DAB I unanimously (9-0) recommended approval of the requested "LC" zoning, subject to the provisions of Protective Overlay (PO) #201. There were no speakers against this request at the DAB meeting. No protest petitions have been submitted, and staff has received no telephone calls protesting the proposed zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the zone change, subject to the additional recommended provisions of the Protective Overlay; and place the ordinance establishing the zone change on first reading; instruct the Clerk to withhold publication until the provisions of the Protective Overlay are completed; or

2. Return the application to the MAPC for reconsideration.

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

ORDINANCE NO. _____

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

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

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

Case No. ZON2007-00059

Request to amend Protective Overlay #4 on property described as:

Lot 1, Cox Machine 2nd Addition, Wichita, Sedgwick County, Kansas. Generally located northeast of the intersection of Zoo Blvd. and N. Lakeway Cir.

THE AMENDED PROVISION OF PROTECTIVE OVERLAY DISTRICT #4:

1. Allow one (1) off-site sign no larger that 100 square feet and no taller that twelve (12) feet

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

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

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF DECEMBER 20, 2007 MAPC HEARING

Case No.: ZON2007-59 – Cox Family Revocable Trust (owner) Rainbows United Attn: Michelle Eastman (applicant/agent) Request Amendment to zone case SCZ-0721 to terminate Protective Overlay #4 on property described as;

Lot 1, Cox Machine 2nd Addition, Wichita, Sedgwick County, Kansas Generally located Northeast of the intersection of Zoo Blvd. and N. Lakeway Cir. (5936 W. 21st St N.).

BACKGROUND: The application area is 1.2 acres located north of West 21st Street North, one-quarter mile west of Hoover Road. The application area is zoned "LI," Limited Industrial, but is subject to Protective Overlay P-O #4 that contains a single provision that states the following: "The placement of any off-site sign on this property is prohibited." The applicant is seeking to amend this Protective Overlay to allow an off-site sign to direct parents and others to the Rainbows United facility, which does not have 21st Street frontage, and is located behind the Cox Machine Shop property.

Property surrounding the application area includes the Horseshoe Lake Community unit Plan, that is located within CUP DP-75, is zoned "GO," General Office but is developed with single-family residences and is located to the west of the application area. Immediately to the north and east of the application area is property containing the Cox Machine Shop that zoned "LI" Limited Industrial, but not part of DP-75. Further to the north and east are two lots zoned "GC," General Commercial, also part of CUP DP-75. The lot furthest to the north is developed with the offices of Rainbows United, while the property to the east is developed with a strip center.

When this case was originally heard by the MAPC on October 17, 1996, it was deferred at the MAPC meeting in order for the applicant to meet with property owners to the north of the site. During the October 31, 1996, Planning Commission's discussion of this matter, the agent for the applicant stated that concern over the expansion of industrial zoning voiced by a representative of Rainbow's United during the October 17th MAPC meeting had been lessened. Questions concerning groundwater contamination, the compatibility of industrial uses with the surrounding land uses, and the screening requirements of this site were asked by the Planning Commission. After discussion, the MAPC voted (12-0) to approve the request as recommended by staff, including a Protective Overlay to prohibit the placement of any off-site signs on this property.

This current request is to amend the existing Protective Overlay to allow one (1) off-site sign no larger that 100 square feet and no taller that twelve (12) feet. The original application called for the elimination of the Protective Overlay. Eliminating the provision of prohibiting off-site signs could open up this property to another off-site sign that could be larger and taller than the current proposed off-site sign. After discussions with the applicant, staff felt that this would be the best compromise, by allowing the smaller Rainbows United sign while still keeping the prohibition on larger off-site billboard signs.

CASE HISTORY: BZA8-94 was approved, with conditions, in 1994 to eliminate the screening requirement adjacent to residential zoning. Also in 1994, "E," Light Industrial zoning was approved for part of the property, subject to platting. The property was platted as Cox Machine Second Addition in 1997. Also in 1997, the City Council approved a request for "LI," Limited Industrial, with Protective Overlay #4, for Lot 1 of the Cox Machine Second Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	"LI"	Limited Industrial	Parking
SOUTH:	"SF-20"	Single-family Residential	Sedgwick County Zoo
EAST:	"LI"	Limited Industrial	Machine Shop

WEST:	"GO"	General Office	Vacant

PUBLIC SERVICES: The site has access to 21st Street North, which is a paved four-lane, principal arterial, with acceleration and deceleration lanes. The nearest traffic counts show around 30,000 vehicle trips per day along this stretch of 21st Street North. All other public services are available.

CONFORMANCE TO PLANS/POLICIES: The Comprehensive Plan does not specifically speak to this type of request, however, the Plan does contain a number of statements encouraging: evaluation and implementation of an effective development plan review process to ensure that building placement and height, circulation, signage, screening and lighting for non-residential land uses do not adversely impact residential areas; development of a comprehensive directional sign program for major public and private attractions, points of interest and necessary transportation facilities; integrating the development of out parcels in relation to planned retail centers through shared internal vehicular and pedestrian circulation, combined signage, similar landscaping and building materials, and combined ingress/egress locations; and enhancing the visual image of the community through closer attention to the design and manner of placement of elements along major streets, including public and private signage, tree planting, utility poles, wires and cabinets, and other street furniture. The comprehensive plan contains objectives specifically designed to improve the visual appearance of the city by paying closer attention to the design and manner of placement of elements along major streets.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request to eliminate Protective Overlay #4 be APPROVED, as requested by the applicant.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property surrounding the application area includes the Horseshoe Lake Community Unit Plan DP-75, that is zoned "GO," General Office but is developed with single-family residences and is located to the west of the application area. Immediately to the north and east of the application area is property containing the Cox Machine Shop that zoned "LI" Limited Industrial, but not part of DP-75. Further to the north and east are two lots zoned "GC," General Commercial, also part of CUP DP-75. The lot furthest to the north is developed with the offices of Rainbows United, while the property to the east is developed with a strip center.

2. The suitability of the subject property for the uses to which it has been restricted: Use of the property and its appurtenances, is currently regulated by the standards established by the "LI" zoning district, and the conditions contained in PO-4. The two lots within this zone are covered in Protective Overlay #4. Currently, Protective Overlay #4 states: the placement of any off-site signs on this property is prohibited. With the amendment, the condition in the Protective Overlay would allow one (1) off-site sign no larger that 100 square feet and no taller that twelve (12) feet. The reason for the amendment of the Protective Overlay is due to a request from Rainbows United to place an off-site sign on the subject site to direct parents and others to the Rainbows United facility, located directly behind the subject site. The property owner does not have any problems with Rainbows United placing a sign on his property, but the current Protective Overlay would not allow for the sign placement

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The restriction was originally designed to protect the subject site's neighbors (specifically, Rainbows United) to address concerns about compatibility of land uses and signage. Failure to comply with these conditions could have resulted in changes to the character of the application area that could

allow uses that were not seen to be compatible with adjacent uses and nearby development character. The property owner has abided by the Protective Overlay and now Rainbows United has approached the property owner about putting a sign on the subject site to direct people to their facility. Any sign located on the subject property will be subject to the regulations set forth in the City of Wichita Sign Code. There should be no detrimental impacts due to the amendment of this Protective Overlay so long as the regulations in the sign code are followed.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: The key hardship to the applicant appears to be the possibility of a sign on his property that is not of his own. The public will be better served by having a directional sign to an important facility that assists children and families.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Comprehensive Plan does not specifically speak to this type of request, however, the Plan does contain a number of statements encouraging: evaluation and implementation of an effective development plan review process to ensure that building placement and height, circulation, signage, screening and lighting for non-residential land uses do not adversely impact residential areas; development of a comprehensive directional sign program for major public and private attractions, points of interest and necessary transportation facilities; integrating the development of out parcels in relation to planned retail centers through shared internal vehicular and pedestrian circulation, combined signage, similar landscaping and building materials, and combined ingress/egress locations; and enhancing the visual image of the community through closer attention to the design and manner of placement of elements along major streets, including public and private signage, tree planting, utility poles, wires and cabinets, and other street furniture. The comprehensive plan contains objectives specifically designed to improve the visual appearance of the city by paying closer attention to the design and manner of placement of elements along major streets.

6. Impact of the proposed development on community facilities: None identified.

DERRICK SLOCUM, Planning staff presented the staff report.

SLOCUM commented that the original application requested elimination of the Protective Overly (PO) so Rainbows United could place a directional sign; however, it was decided to request an amendment to the PO to allow the sign.

TAPE 1, SIDE 2

For the record, the applicant declined to speak.

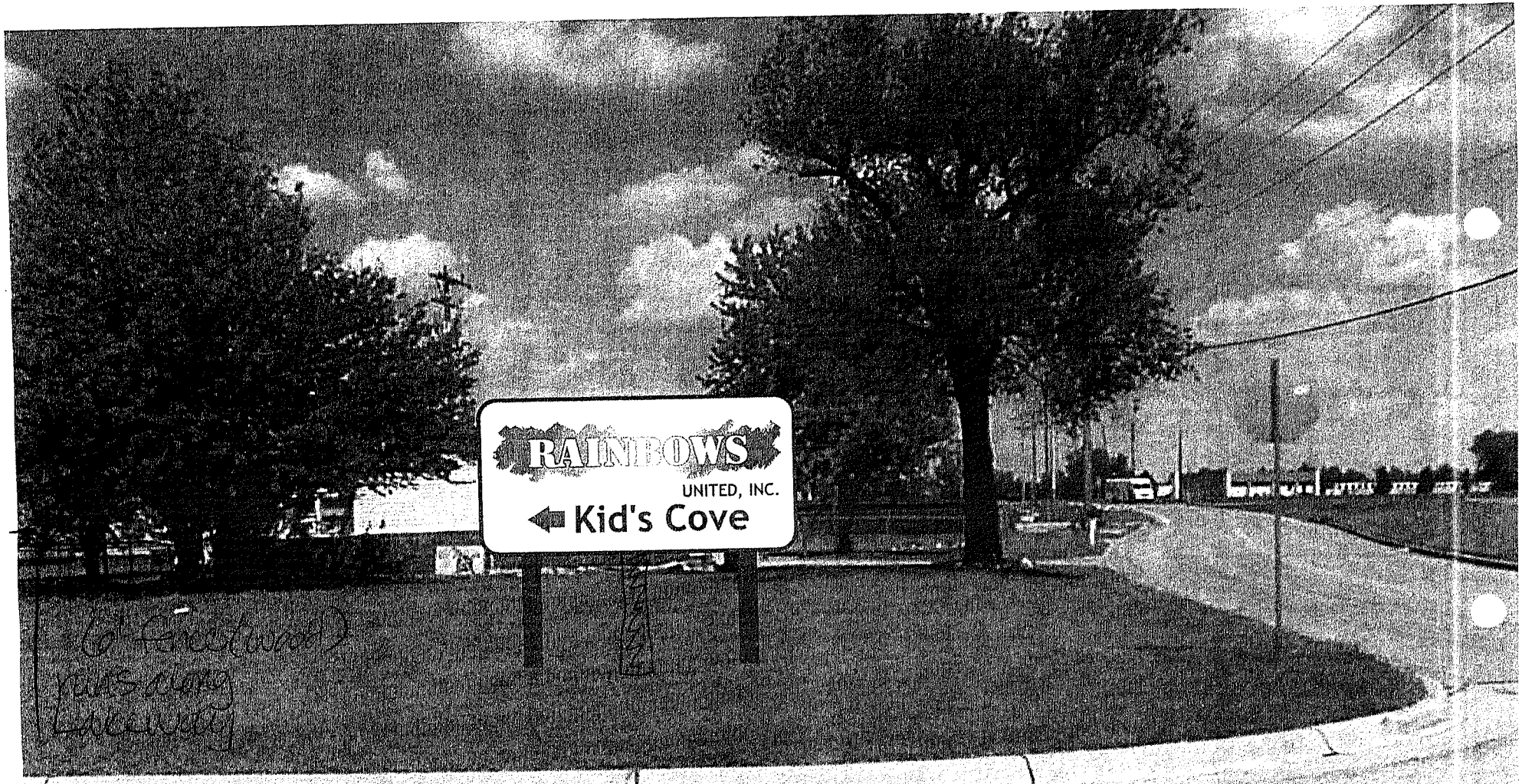
MOTION: To approve subject to staff recommendation.

JOHNSON moved, **HENTZEN** seconded the motion, and it carried (14-0).

INSTALLED-DBL. SIDED

12 Ft.

6Ft.



Sign would be mirored on 2nd side.
3 posts

Agenda Item No. 48.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

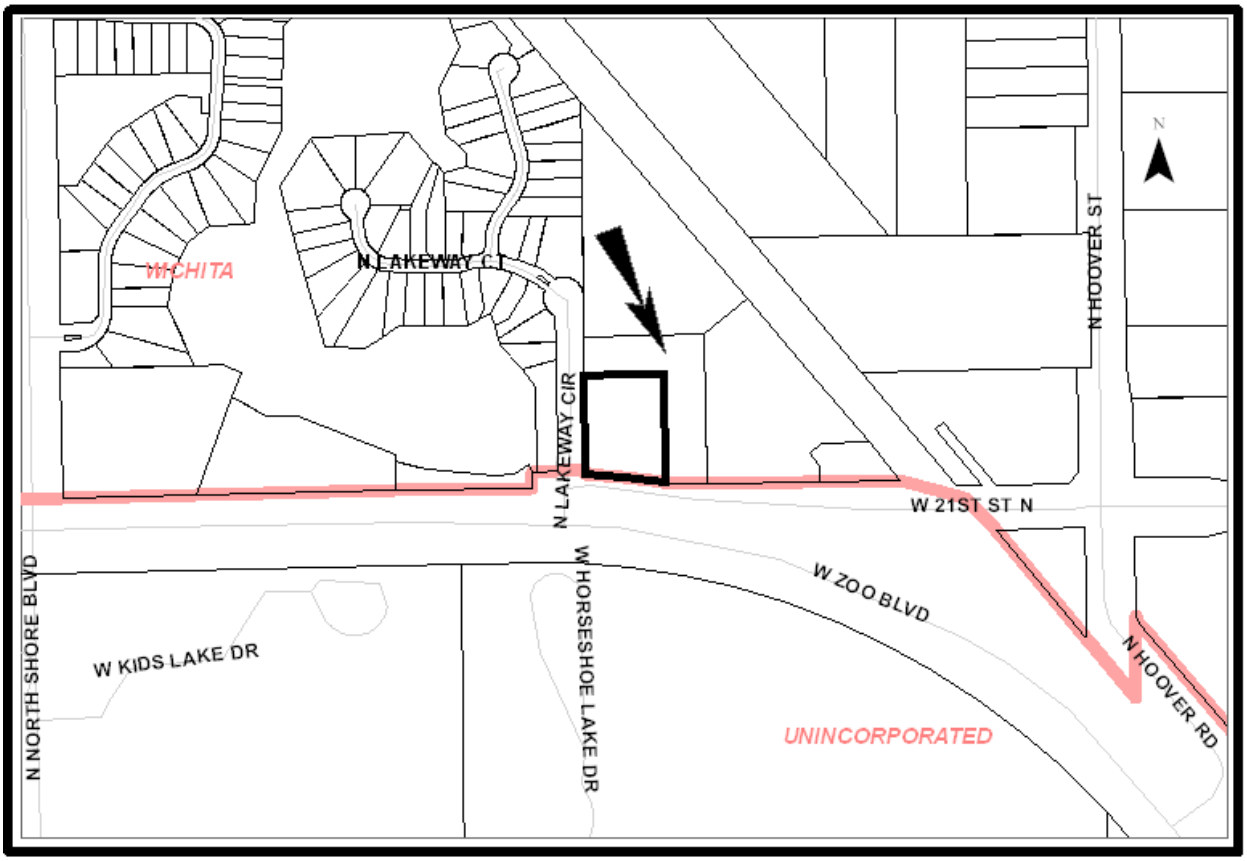
SUBJECT: ZON2007-00059 – Amendment to Protective Overlay #4 (SCZ-0721) to allow placement of one (1) off-site sign. Generally located northeast of the intersection of Zoo Blvd. and N. Lakeway Cir. (5936 W. 21st St N.) (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approval, vote 14-0.

MAPD Staff Recommendation: Approval



Background: The application area is 1.2 acres located north of West 21st Street North, one-quarter mile west of Hoover Road. The application area is zoned "LI," Limited Industrial, but is subject to Protective Overlay P-O #4 that contains a single provision that states the following: "The placement of any off-site sign on this property is prohibited." The applicant is seeking to amend this Protective Overlay to allow an off-site sign to direct parents and others to the Rainbows United facility, which does not have 21st Street frontage, and is located behind the Cox Machine Shop property.

Property surrounding the application area includes the Horseshoe Lake Community Unit Plan, that is located within CUP DP-75, is zoned "GO," General Office, but is developed with single-family residences and is located to the west of the application area. Immediately to the north and east of the application area is property containing the Cox Machine Shop that is zoned "LI" Limited Industrial, but not part of DP-75. Further to the north and east are two lots zoned "GC," General Commercial, also part of CUP DP-75. The lot furthest to the north is developed with the offices of Rainbows United, while the property to the east is developed with a strip center.

When this case was originally heard by the MAPC on October 17, 1996, it was deferred at the MAPC meeting in order for the applicant to meet with property owners to the north of the site. During the October 31, 1996 Planning Commission's discussion of this matter, the agent for the applicant stated that concern over the expansion of industrial zoning voiced by a representative of Rainbow's United during the October 17th MAPC meeting had been lessened. Questions concerning groundwater contamination, the compatibility of industrial uses with the surrounding land uses and the screening requirements of this site were asked by the Planning Commission. After discussion, the MAPC voted (12-0) to approve the request as recommended by staff, including a Protective Overlay to prohibit the placement of any off-site signs on this property.

This current request is to amend the existing Protective Overlay to allow one (1) off-site sign no larger that 100 square feet and no taller that twelve (12) feet. The original application called for the elimination of the Protective Overlay. Eliminating the provision of prohibiting off-site signs could open up this property to another off-site sign that could be larger and taller than the current proposed off-site sign. After discussions with the applicant, staff felt that this would be the best compromise, by allowing the smaller Rainbows United sign while still keeping the prohibition on larger off-site billboard signs.

Analysis: At the MAPC meeting held December 20, 2007, the MAPC voted (14-0) to approve subject to staff recommendation. No citizens were present to speak and no protests have been received.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

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

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the Amendment to Protective Overlay No. 4 as requested by the applicant, allowing one (1) off-site sign; approve the first reading of the ordinance; or
2. Return the application to the MAPC for reconsideration.

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

OCA150006 BID37529-009 CID#76383
Published in The Wichita Eagle on _____
ORDINANCE NO. _____

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

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

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

Case No. ZON2007-60

Zone change from “SF-5” Single-family Residential to “NR” Neighborhood Retail on property described as:

Lots 1, Block G, Cloudridge Addition to Wichita, Sedgwick County, Kansas. Generally located north of East 21st Street North, and west of North Belmont Avenue (2201 N. Belmont)

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

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

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF DECEMBER 20, 2007 MAPC HEARING

4. **Case No.: ZON2007-60** – Connie Toms (owner) Request City zone change from "SF-5" Single-family Residential to "NR" Neighborhood Retail on property described as;

Lot 1, Block G, Cloudridge Addition, Sedgwick County, Kansas. Generally located Midway between Hillside & Oliver Avenues, on the northwest corner of 21st Street North & Belmont Avenue.

BACKGROUND: The application area is a .79-acre site with access and 150 feet of frontage on 21st Street N., located at the northwest corner of 21st Street N. and N. Belmont. The site is zoned "SF-5" Single-family Residential; it is developed with a single-family residence built in 1954. The applicant seeks a zone change to "NR" Neighborhood Retail for a spa/salon use.

North, east, and west of this site are SF-5 zoned single-family residences built in the 1950's and 60's. South of the site, across 21st Street N., is Wichita State University with SF-5 base zoning and the "U" University Overlay District. Adjacent to the site, this portion of Wichita State includes an access drive, parking areas, a golf course, a visitor center, and a baseball stadium. Two blocks west of this site, also on the north side of 21st Street N., are several SF-5 zoned sorority houses. Further west is a church, and a cemetery/funeral home at the Hillside and 21st Street N. intersection. The nearest commercial zoning to this site is the "LC" Limited Commercial zoned commercial area at the northeast corner of Oliver and 21st Street N., over 1,700 feet east of this site.

CASE HISTORY: The site was platted as Lots 1, Block G of the Cloudridge Addition in 1951.

ADJACENT ZONING AND LAND USE:

NORTH:	"SF-5"	Single-family residences
SOUTH:	"SF-5" and "U"	University
EAST:	"SF-5"	Single-family residences
WEST:	"SF-5"	Single-family residences

PUBLIC SERVICES: 21st Street N. is a 5-lane, section-line arterial street with a 90-foot right-of-way (ROW) at this location. The 21st/Belmont intersection is signalized, and central left turn lanes exist for both east and west-bound 21st Street N. The traffic count for this portion of 21st Street N. is 19,465 vehicles per day. Belmont is a paved, 2-lane local/residential street at this location with a 60-foot ROW. The application area has one access point from 21st Street N., approximately 75 feet west of the Belmont intersection. All normal utilities are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Urban Residential." The Urban Residential category includes all densities of residential development found within the urban municipality. The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets. The application area is located within the Northeast Heights Neighborhood Association. No neighborhood plans exist at this location; the 21st Street North Corridor Redevelopment Plan exists west of Hillside and does not include this site.

The City of Wichita Access Management Policy would require a 200 to 400-foot separation between a 21st Street N. access point on this property and Belmont Street. The 150-foot frontage of this property would not allow an access point to 21st Street N. under the Access Management Policy.

The proposed zone change from "SF-5" to "NR" would require conformance to all property development standards of the Unified Zoning Code (UZC). The UZC would require setbacks, compatibility standards, parking, and screening. The Landscape Code would require a landscape plan on this site under commercial zoning.

RECOMMENDATION: The proposed zone change to NR would permit a number of uses (such as retail, restaurants, banks, ATMs, medical service, offices, commercial parking areas, personal care services, personal improvement services, and publishing/copying), which may be out of character with nearby residences and the surrounding residential neighborhood. The proposed zone change would not conform with the Comprehensive Plan Land Use Guide or all of the Commercial Locational Guidelines. Likewise, the current access point does not conform to the Access Management Policy. Staff informed the applicant that the site could be used as a home occupation for personal services under the current SF-5 zoning; however, restrictions for home occupations include a prohibition on employees who do not live in the residence. Surrounding neighbors have contacted staff regarding this request; all contacts have been opposed to the requested zone change. Based upon information available prior to the public hearings, planning staff recommends that the request be DENIED. However, should the MAPC determine that this site is appropriate for NR zoning, the following Protective Overlay would be appropriate:

1. Uses permitted on the site are limited to those permitted in the "SF-5" zoning district and "Personal Improvement Service" only.
2. Before Personal Improvement Service activities may begin on the site, the applicant shall dedicate access control on 21st Street North, and shall obtain access from Belmont.
3. Before Personal Improvement Service activities may begin on the site, the applicant shall submit a site plan to be approved by Planning Staff. The site plan shall depict the location of off street parking, required landscaping, screening, access, existing and proposed structures.
4. Existing or new structures located on the site shall retain residential character by utilizing roof style, building materials, and colors that are compatible with homes located within the subdivision to the north, east and west of the site.
5. Commercial style lighting and light standards are prohibited.
6. The applicant shall obtain all applicable permits before providing Personal Improvement Services, and the site shall be operated in compliance with applicable codes.
7. Signage shall be restricted to that signage permitted for Home Occupations.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North, east, and west of this site are SF-5 zoned single-family residences built in the 1950's and 60's. South of the site is the SF-5 zoned Wichita State University with the U overlay. Commercial zoning and development would be out of character with the surrounding residential neighborhood.

2. The suitability of the subject property for the uses to which it has been restricted: Under the current zoning, the site could continue to be used for a single-family residence and/or permitted home occupation.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow all land uses permitted in NR zoning on the site. The affect on nearby residents could be increased activity, traffic, noise, trash, and light from a non-residential use.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Urban Residential". The Urban Residential category includes all densities of residential development found within the urban municipality. This request does not conform to the Comprehensive Plan Functional Land Use Guide. This request also does not conform to the Commercial Locational Guidelines of the Comprehensive Plan, which discourage commercial "stripping" of arterials, and discourage commercial traffic on local streets. The site's current configuration does not conform to the Access Management Policy.

5. Impact of the proposed development on community facilities: Traffic on both 21st Street N. and Belmont could increase as a result of the proposed zone change.

MILLER STEVENS reported that she has had received written contact from several persons including a Community Police Officer and a member of the Northeast Heights Neighborhood Association concerning this application.

JESS MCNEELY, Planning staff presented the staff report.

MCNEELY reported that District Advisory Board (DAB) I is scheduled to hear the request January 7, 2008.

CONNIE TOMS, 2201 N. BELMONT STREET, FOUNTAIN OF YOUTH DAY SPA, said she has been in the personal care business for five years, and that her business is licensed and regulated by the Kansas State Board of Cosmetology. She said currently they are located at the Brittany Center, but that it is a small space and very noisy. She referred to a copy of *American Spa* magazine, which featured an article about a spa located in a residence in Denver, CO. (Hand Out). She referred to the two other spas located in Wichita, Douglas Day Spa and the Body and Soul Spa, and commented that a strip mall was not a quiet environment for a spa. She said a house would allow her to offer comfort and serenity to her clients. She provided a letter of reference from one of her clients who works at Wichita State University (WSU). (Hand Out letter from Jama Challans). In addition, she provided an architectural drawing of the small wooden sign she would like to place in the yard at the property. (Hand Out). She also said she would like permission to sell retail products to her customers. She said she would also keep her three current employees. She said she did not feel her request would affect the rights of the adjacent property owners; that the spa would not create traffic congestion because they only have two to three clients at a time (on a busy day), and they will provide plenty of parking (Hand Out of proposed parking lot); and spa hours would be from10:30 a.m. to 6:00 p.m. She commented that WSU and the church produce more traffic than her business. She finished by stating that they will not create more trash than a normal household. She commented that the property has been vacant since June 2006, and that she has looked at numerous houses in Wichita before selecting this location. She added that her business would be bringing health and wellness into the area. She said there is already heavy traffic on 21st Street, and concluded by asking the MAPC to support her requested zone change.

Responding to questions from **SHERMAN**, **TOMS** said she has lived at 2201 N. Belmont since November 11, 2007. She indicated that she wanted to relocate the spa from Brittany Center because of the noise. She added that a house provided quiet, serenity and relaxation for the services her spa offered.

SHERMAN asked **TOMS** if she consulted with any one about changing zoning prior to purchasing the property.

TOMS responded "no."

SHERMAN also asked about the locations of the Douglas Day Spa (East Douglas) and the Body and Soul Spa (335 N. Hillside).

MOSES WILLIAMS, 3809 E. 28th STREET NORTH, said the neighborhood is opposed to the requested rezoning. He said the homes on and around Belmont Street were built in a grand manner by members of the Crestview Country Club. He said the homes have continued to be renovated and brought up to code, and that approval of this application for a business in the area would diminish the effort and upkeep of the homeowners. He said using provisions of zoning codes developed in a previous century resulted in devastation of neighborhoods such as North East Heights, which have diverse levels of housing. He said non-sanctioned activities begin to flourish, and nearby residents don't want to wait for code enforcement that may take years. He said most people just quietly moved away. He said the North East Heights Neighborhood Association (NEHNA) has quietly assumed the role of stabilizing and anchoring the neighborhood's border along 21st Street with WSU in a manner that avoids deterioration and devaluation of homes in the area. He said they have worked together with WSU and developed a sense of community. He concluded by suggesting that WSU and the NEHNA request an overlay to protect the boundary of this single-family residential neighborhood.

Responding to a question from **MARNELL, WILLIAMS** indicated he was representing the North East Heights Neighborhood Association.

MAXINE BILLINGSLY, 2200 N. BELMONT said she has lived directly across the street from the proposed location since1991 (16 years). She said it is a very nice neighborhood with each residential property located on ½ acre lots. She mentioned that even though she is an alumna from WSU, she and her neighbors can hardly get in and out of their properties when there are games at WSU, which is already a negative. She also mentioned that her grandchildren like to play in her front yard, and she is concerned about their safety. She said she is vehemently opposed to this request, and asked the MAPC to reject the zoning change. She added that this zone change might open up the neighborhood to unsavory types of businesses.

CHARLES RIVERA, 2401 N. PERSHING, said he was present to represent the Willow Lake Neighborhood Association, which includes 31 homes. He said he has lived in the area since 1984, and raised three children. He said traffic from WSU in the area is a challenge, and that they are concerned that if the business is not a success, that any alternative usage of the property may lead to deterioration of property values in the area. On behalf of the Willow Lake Neighborhood Association, he requested that the MAPC deny the zoning request.

MARY JOE BOND, 4024 CHARRON LANE said she has lived in the neighborhood 33 years. She said there are no businesses selling products and services in the area, and the neighborhood likes it that way. She said the area is filled with families in single-family homes, and that they are trying to keep their area safe and attractive. She mentioned the Union Mission, a facility that had been renovated, and that the shelter changed into a facility housing homeless men, and how they had men walking through the neighborhood. She commented on how facilities can change into something other than what is originally proposed. She also commented on the rezoning of the natural green area at 29th and Oliver in 1992. She said people attending events at WSU park on neighborhood streets, and that they do not want the increased traffic and parking that a business would bring to the area. She suggested moving the proposed day spa closer to WSU to the 21st Street and Oliver Street shopping center, which she said is a very quiet

shopping center and a better place. The applicant made a mistake by not exploring rezoning of the location of the property before she bought it. She concluded by saying that she and the neighbors do not want a business next door to them, and that they strongly oppose the rezoning request.

PAUL SHEETS, 2725 N. PERSHING COURT said he sought out and purchased a home in this neighborhood just this year because he thought it was a peaceful and welcoming neighborhood for his children. He said as a family they spend time outside playing and riding bikes. He said as the traffic along 21st Street increases in the afternoon, people leaving this proposed business are going to go north on Belmont through the neighborhood. He said this would introduce strangers and strange vehicles onto the neighborhood's current peaceful streets. He said he felt safety of the neighborhood children was more important than introduction of a business that will alter the neighborhood completely.

LORAN SCOTT, 2725 N. FOUNTAIN said she has lived in the neighborhood 35 years, and that she is opposed to breaking down the residential nature of the neighborhood. She said that this is not an ideal business site at all; that location of a business at this site was not in the best interest of the neighborhood; and that the neighborhood was opposed to this zoning request. She recommended that the MAPC vote against this request.

WARD JEWELL, 2266 N. BELMONT said he was opposed to the rezoning request for the reasons already stated. He also mentioned the sound levels when there are basketball, baseball and football games at WSU.

PATSY DOWDY, 2201 N. BELMONT, **FOUNTAIN YOUTH DAY SPA** said a home would provide a serene environment for their clientele. She also mentioned that they would not be adding noise or congestion to the neighborhood. She urged the MAPC to support the applicant's rezone request.

CONNIE TOMS stated that she hadn't realized that her proposal bothered so many people. She said she had no plans on changing the business, and that it would not create any more traffic in the area than a normal household with three to four cars. She also mentioned that any clientele would use 21st Street. She concluded by stating that she didn't see a problem.

SHERMAN commented that he wished the applicant had done "due diligence" before she purchased the home for location of a business.

> **MOTION:** To deny, subject to staff recommendation.
>
> **SHERMAN** moved, **DOWNING** seconded the motion, and it carried (13-1).
> **GISICK** – No.
>
> **SUBSTITUTE MOTION**: To approve subject to a Protective Overlay.
>
> **GISICK** moved, **JOHNSON** seconded the motion, and it failed (12-2).
> **ANDERSON, BISHOP, DENNIS, DOWNING, HENTZEN, HILLMAN, MARNELL, MCKAY, MILLER STEVENS, MITCHELL, SHERMAN** and **VAN FLEET** – No.

GISICK commented that these types of areas with heavy traffic, noise, etc. are hard to sell for residential use and that he thinks a spa type of enterprise would fit into the area.

INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members

Mayor and Wichita City Council Members

FROM: LaShonda Porter, District I Neighborhood Assistant

SUBJECT: ZON2007-00060

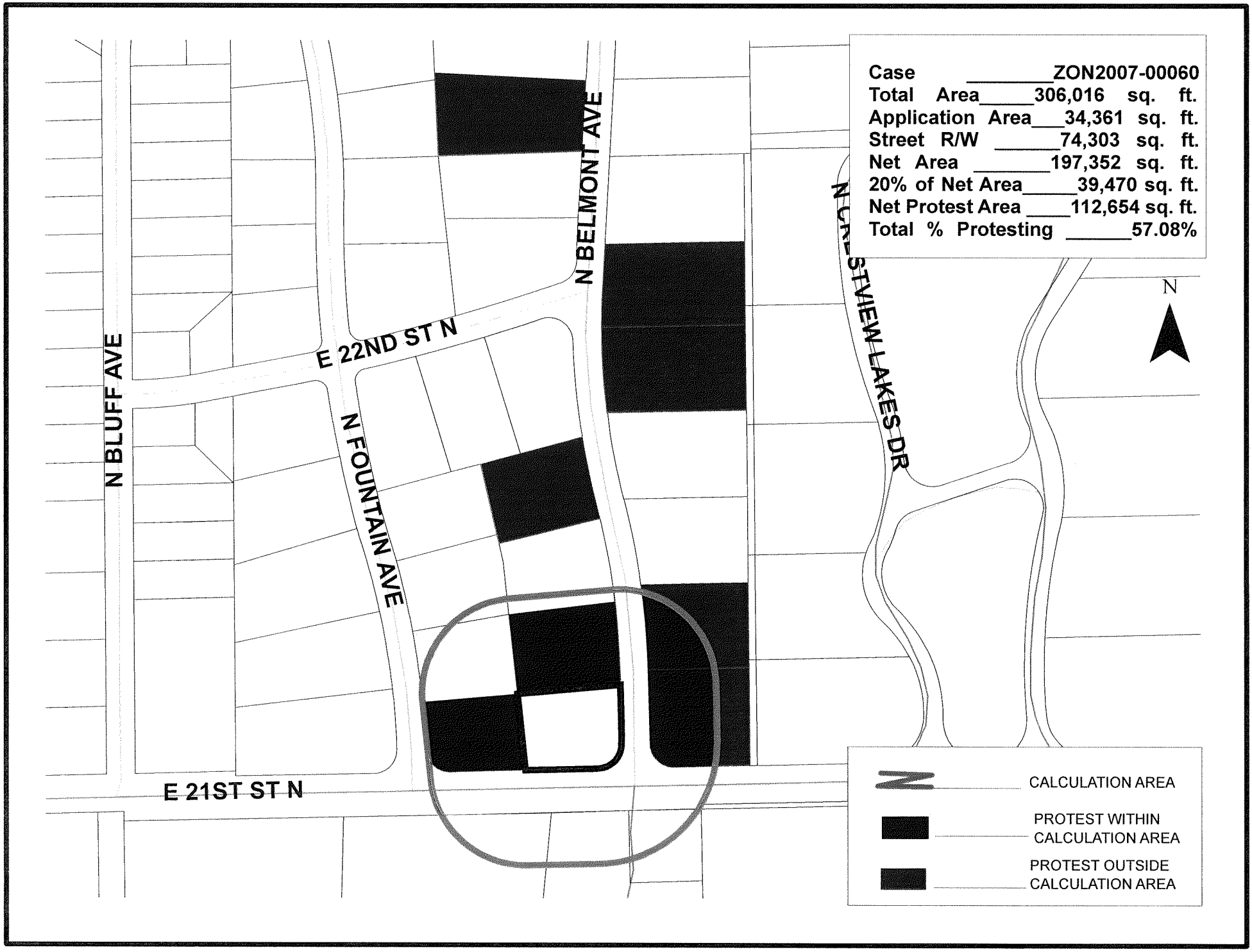
DATE: January 18, 2008

On Monday, January 7, 2008 the *District Advisory Board (DAB) for Council District I* presented the zoning reclassification request to change the property generally located north of East 21st Street North, and west of North Belmont Avenue (2201 N. Belmont) from Single-family Residential to Neighborhood Retail. The intended use of the property is a Day Spa and Salon.

McNeely stated that the applicant owns the property and could have this type of business in her hoe but with some restrictions. Personal care service can be handled under home occupation, but the restrictions would include no signage, no outside employees, and they could not sell products. McNeely furthered explained that surrounding landowners have protested the request (57%) and Wichita State University is also opposed to the zoning request. Additionally, MAPC heard the request on December 20th and denied the request as well.

Community concerns revealed that most neighbors oppose the zoning request and would like for the neighborhood to remain the same. It also identified that there were concerns with growth and expansion of the business, and the potential for a different business to open once the zoning was approved.

The District I Advisory Board recommended denial of the zoning change subject to the staff recommendation by a vote of 8:1. Miller-Stevens abstained from voting.


Case ZON2007-00060
Total Area 306,016 sq. ft.
Application Area 34,361 sq. ft.
Street R/W 74,303 sq. ft.
Net Area 197,352 sq. ft.
20% of Net Area 39,470 sq. ft.
Net Protest Area 112,654 sq. ft.
Total % Protesting 57.08%
N
N BLUFF AVE
E 22ND ST N
N FOUNTAIN AVE
N BELMONT AVE
N CRESTVIEW LAKES DR
E 21ST ST N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

Protest Petition

RECEIVED

DEC 3 1 '07

CITY CLERK OFFICE

SECTION I

This is a protest petition for a Metropolitan Area Planning Commission item in:

☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

☒ Rezoning, Case # ZON2007-60 a change from SF-5 to NR
(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

LOT 2 BLOCK F CLOUDRIDGE ADDITION

B. Address: 2224 N. Belmont 67220

C. Name(s) of protestor(s):

Larry L Nichols
Signature

Phyllis Nichols
Signature

LARRY NICHOLS
Type or Print Name

PHYLLIS NICHOLS
Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

RECEIVED
DEC 3 1 2007
METROPOLITAN PLANNING
SUITE ☐ _____

ej 7-05

Protest Petition

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DEC 3 1 '07

CITY CLERK OFFICE

SECTION I

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☒ Wichita ☐ Sedgwick County (unincorporated)

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☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

Lot 1 Block F Cloudridge Addition
Sedgwick Co. KS

B. Address: 2200 N. Belmont ; Wichita, KS 67220

C. Name(s) of protestor(s):

Maxine Billingsley
Signature

_____
Signature

Maxine Billingsley
Type or Print Name

_____
Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

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DEC 3 1 2007

METROPOLITAN PLANNING
SUITE ☐ _____

aj 7-05

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DEC 3 1 '07

CITY CLERK OFFICE

Protest Petition

SECTION I

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☑ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

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(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

2200 N Fountain Wichita Ks
On Corner facing Fountain
Back of N Belmont ave. Properties
back to back where Rezoneing
Wants to take place.
Cloudridge Block G Lot #1

B. Address: 2200 N Fountain 67220

C. Name(s) of protestor(s):

Chiann Porter
Signature

James Porter
Signature

ChiANN PORTER
Type or Print Name

JAmes PORTER
Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

RECEIVED

DEC 3 1 2007

METROPOLITAN PLANNING
ROUTE ☐ _____

aj 7-05

RECEIVED

DEC 3 1 '07

CITY CLERK OFFICE

Protest Petition

SECTION I

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☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

☒ Rezoning, Case # ZON2007-60 a change from SF-5 to NR
(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

Lot 2, Block G, CLoudridge,
Sedgwick County, Ks

B. Address: 2225 N. Belmont 67220

C. Name(s) of protestor(s): Rondell & Brenda Love

Rondell E. Love
Signature

Brenda O Love
Signature

Rondell E. Love
Type or Print Name

Brenda O. Love
Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

RECEIVED

DEC 3 1 2007

METROPOLITAN PLANNING
ROUTE ☐ _____

aj 7-05

Protest Petition

RECEIVED

DEC 3 1 '07

CITY CLERK OFFICE

SECTION I

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☒ Wichita ☐ Sedgwick County (unincorporated)

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(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

Lot #3 Block F

Cloud Ridge

B. Address: 2248 N Belmont 67220

C. Name(s) of protestor(s):

C. Curtis
Signature

Constance Curtis
Type or Print Name

Signature

Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

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DEC 3 1 2007
METROPOLITAN PLANNING
SITE ☐ _____

aj 7-05

Protest Petition

RECEIVED

SECTION I

DEC 31 '07

This is a protest petition for a Metropolitan Area Planning Commission item in: CITY CLERK OFFICE

☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

☒ Rezoning, Case # ZON2007-60 a change from SF-5 to NR
(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

Lot 4, Block G, Cloudridge Addition Sedgwick County, Kansas 67220

B. Address: _____

C. Name(s) of protestor(s):

Billy Dempsey
Signature

Billy Dempsey
Type or Print Name

Midge Dempsey
Signature

Midge Dempsey
Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

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DEC 31 2007
METROPOLITAN PLANNING
SUITE ☐ _____

aj 7-05

Protest Petition

RECEIVED
DEC 31 '07
CITY CLERK OFFICE

SECTION I

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☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

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(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

Lot 6 + Block F + Cloudrige ADD.

B. Address: 2400 N Belmont 67220

C. Name(s) of protestor(s):

[signature] Signature

Mary L Martinez Signature

DAN MARTINEZ Type or Print Name

MARY L MARTINEZ Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

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DEC 31 2007
METROPOLITAN PLANNING
ROUTE ☐ _____

aj 7-05

Protest Petition

RECEIVED

DEC 31 '07

CITY CLERK OFFICE

SECTION I

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☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

Lot # 5 Cloudridge addition

B. Address: 2282 N. Belmont 67220

C. Name(s) of protestor(s):

Charles Walker
Signature

Margie Walker
Signature

CHARLES WALKER
Type or Print Name

MARGIE WALKER
Type or Print Name

Additional protest signatures can be attached and made a part of this petition as necessary.

RECEIVED

DEC 31 2007

METROPOLITAN PLANNING
SUITE ☐ _____

a| 7-05

Protest Petition

RECEIVED
DEC 31 '07
CITY CLERK OFFICE

SECTION I

This is a protest petition for a Metropolitan Area Planning Commission item in:

☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

☒ Rezoning, Case # ZON 2007-60 a change from SF-5 to NR
(Zoning District)

☐ Conditional Use, Case # _____ ☐ Planned Unit Development, Case # _____

a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:
(Legal description can be attached to the petition.)

LOT 3 Block E Cloudridge ADD

Key # C-30968

B. Address: 2431 N. Belmont 67220

C. Name(s) of protestor(s):

Signature: Larry J. McCartney
Type or Print Name: Larry J. McCartney

Signature: Mattie J. McCartney
Type or Print Name: Mattie J. McCartney

Additional protest signatures can be attached and made a part of this petition as necessary.

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DEC 31 2007
METROPOLITAN PLANNING
SUITE ☐ _____

aj 7-05

NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED

Petition Opposing Case No. ZON2007-60

DEC 31 '07

CITY CLERK OFFICE

We, the undersigned, support the Northeast Heights Neighborhood Association's opposition to a zoning change from "SF-5" Single Residential to "NR" Neighborhood Retail for the home on the northwest corner of 21st Street North and Belmont. A change in zoning will substantially alter the character and quality of this established Wichita neighborhood.

Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
Marion Rivera	2401 #1 Pershing
Marion Rivera (Signature)	Wichita KS 67220 (City State Zip)
Name – Please print	Street Address
PHYLLIS NICHOLS	2224 N. BELMONT
Phyllis Nichols (Signature)	WICHITA KS 67220 (City State Zip)
Name – Please print	Street Address
LARRY NICHOLS	2224 N BELMONT
Larry Nichols (Signature)	WICHITA KS 67220 (City State Zip)
Name – Please print	Street Address
Brenda Love	2225 N. Belmont
Brenda Love (Signature)	Wichita, Ks 67220 (City State Zip)
Name – Please print	Street Address
Maxine Billingsley	2200 N. Belmont
Maxine Billingsley (Signature)	Wichita, KS 67220 (City State Zip)
Name – Please print	Street Address
Constance Watie/Curtis	2248 N Belmont
2248 N Belmont Donald (Signature)	Wichita Ks 67220 (City State Zip)
Name – Please print	Street Address
Signature	
Name – Please print	Street Address
CHARLES WALKER	2282 N. Belmont
Charles Walker (Signature)	Wichita Ks. 67220 (City State Zip)
Name – Please print	Street Address
Margie Walker Margie Walker	2282 N. Belmont Wichita KS 67220
Margie Walker (Signature)	(City State Zip)

RECEIVED

DEC 31 2007

METROPOLITAN PLANNING DIVISION

NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED

Petition Opposing Case No. ZON2007-60

DEC 3 1 '07 CITY CLERK OFFICE

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Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
Elisha Stater Jr.	2259 N. Belmont
Signature	City State Zip: Wichita KS 67220
Name – Please print	Street Address
DAN MARTINEZ	2400 N. Belmont
Signature	City State Zip: Wichita, KANSAS, 67220
Name – Please print	Street Address
CHIANN PORTER	2200 N. Fountain
Signature	City State Zip: Wichita, KS 67220
Name – Please print	Street Address
MARK D. WHITE	2225 N Fountain
Signature	City State Zip: Wichita KS 67220
Name – Please print	Street Address 67220
William Kendrick	2257 N Fountain
Signature	City State Zip: WICHITA KS
Name – Please print	Street Address
Glen R Dey	4515 Greenbriar
Signature	City State Zip: WICHITA, KS. 67220
Name – Please print	Street Address
Midge Dempsey	2257 N. Belmont
Signature	City State Zip: Wichita, KS. 67220
Name – Please print	Street Address
Billy Dempsey	2257 N. Belmont
Signature	City State Zip: Wichita, KS 67220
Name – Please print	Street Address
Larry McCartney	4512 Greenbriar
Signature	City State Zip: Wichita, Kansas

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NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED

DEC 31 '07

CITY CLERK OFFICE

Petition Opposing Case No. ZON2007-60

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Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
~~Billy Williams~~ Billy Willar	3928 VoStg
Billy Willar	Wichita KS 67208
Signature	City State Zip

	Street Address
	City State Zip

Name – Please print	Street Address
ANITA RAGHAVAN	2675 N. Dellrose
A Raghavan	Wichita KS 67220
Signature	City State Zip

Name – Please print	Street Address
Ralph E. Roberson	4122 Brooks
Ralph E Roberson	Wichita KS 67220
Signature	City State Zip

Name – Please print	Street Address
Marie Childers	2401 N Roosevelt
Marie K Childers	Wichita KS 67220
Signature	City State Zip

Name – Please print	Street Address
Ward Jewell	2266 N. Belmont
Ward Jewell	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
LORAN E. SCOTT	2725 N FOUNTAIN ST.
Loran E Scott	Wichita KS 67220
Signature	City State Zip

Name – Please print	Street Address
Dorothy A. Harmon	2418 N Belmont
Dorothy A Harmon	Wichita, Ks 67220
Signature	City State Zip

Name – Please print	Street Address
KAREN Lynn HARMON	2418 N. Belmont
Karen Lynn Harmon	Wichita Ks 67220
Signature	City State Zip

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DEC 31 2007

METROPOLITAN PLANNING

SUITE ☐

NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED

DEC 3 1 '07

CITY CLERK OFFICE

Petition Opposing Case No. ZON2007-60

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Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
Dolores M. Porter	2908 N. Fairmount
Dolores M. Porter	Wichita, KS. 67220
Signature	City State Zip

Name – Please print	Street Address
CHARLES E. PORTER	2908 N. Fairmount
Charles E Porter	Wichita, Ks. 67220
Signature	City State Zip

Name – Please print	Street Address
Mark Criner Jr	2803 Fairmount
Mark Criner Jr	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
Birdie A. Criner	2803 Fairmount
Birdie A. Criner	Wichita, Ks
Signature	City State Zip

Name – Please print	Street Address
Dorothy Hunter	2650 N. Belmont
Dorothy Hunter	Wichita, Ks. 67220
Signature	City State Zip

Name – Please print	Street Address
Paul C Sheets	2725 N. Pershing Ct
Paul C Sheets	Wichita, Ks 67220
Signature	City State Zip

	Street Address
	City State Zip

Name – Please print	Street Address
Warren Smith	2728 Gentry
Warren Smith	City 67220
Signature	City State Zip

	Street Address
	City State Zip

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DEC 3 1 2007

METROPOLITAN PLANNING

ROUTE ☐

NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED

DEC 31 '07

CITY CLERK OFFICE

Petition Opposing Case No. ZON2007-60

We, the undersigned, support the Northeast Heights Neighborhood Association's opposition to a zoning change from "SF-5" Single Residential to "NR" Neighborhood Retail for the home on the northwest corner of 21st Street North and Belmont. A change in zoning will substantially alter the character and quality of this established Wichita neighborhood.

Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
Fooshee, Elaine M	2628 N. Pershing
Elaine M. Fooshee	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
Fooshee, Roland A.	2628 N Pershing
Roland A Fooshee	Wichita Ks 67220
Signature	City State Zip

Name – Please print	Street Address
CURTIS D. TERFLINGER	2250 N ROOSEVELT
Curtis D Terflinger	WICHITA, KS 67220
Signature	City State Zip

Name – Please print	Street Address
JOHNNIE L FORD	2816 N BLUFF
Johnnie L Ford	WICHITA, KS 67220
Signature	City State Zip

Name – Please print	Street Address
Marjorie A. Terflinger	2250 N. Roosevelt
Marjorie A. Terflinger	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
Doug Crow Doug Crow	2630 N. Belmont
Doug W. Crow	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
Mary Jo Bond	4024 Charron
Mary Jo Bond	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
William D. Hunter	2650 N. Belmont
William D. Hunter	Wichita, KS 67220
Signature	City State Zip

Name – Please print	Street Address
Willie Burton	2356 N Poplar 67219
Willie C Burton	Wichita Ks. 67219
Signature	City State Zip

RECEIVED

DEC 31 2007

METROPOLITAN PLANNING

ROUTE ☐

NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED DEC 31 '07 CITY CLERK OFFICE

Petition Opposing Case No. ZON2007-60

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Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
Ruth Scheer	4030 E Christy
Ruth Scheer (Signature)	Wichita, KS 67220-2540 (City State Zip)
HAROLD M. SCHEER	4030 E. CHRISTY
Harold M. Scheer (Signature)	WICHITA, KS 67220-2540 (City State Zip)
Moses L Williams Jr	3809 E 28TH ST N
Moses L. Williams Jr. (Signature)	Wichita Ks 67220 (City State Zip)
Mary Williams	3809 E. 28th St North
Mary E. Williams (Signature)	Wichita, KS 67220 (City State Zip)
Brenda Schewe	2431 N Pershing
Brenda Schewe (Signature)	Wichita KS 67220 (City State Zip)
Charles Sojka	2431 N Pershing
Charles Sojka (Signature)	Wichita KS 67220 (City State Zip)
Kathryn Taylor Taylor	Street Address 2431 2431 N Pershing
(Signature)	Wichita KS 67220 (City State Zip)
Vivian Brooks	2614 N. Pershing
Vivian Brooks (Signature)	Wichita KS 67220 (City State Zip)

RECEIVED DEC 31 2007 METROPOLITAN PLANNING OFFICE

NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION

Bounded by Oliver, 21st, Hillside, 37th North and the world

RECEIVED
DEC 3 1 '07
CITY CLERK OFFICE

Petition Opposing Case No. ZON2007-60

We, the undersigned, support the Northeast Heights Neighborhood Association's opposition to a zoning change from "SF-5" Single Residential to "NR" Neighborhood Retail for the home on the northwest corner of 27th Street North and Belmont. A change in zoning will substantially alter the character and quality of this established Wichita neighborhood.

Please print your name and address and then sign on the signature line.

Name – Please print	Street Address
Robert D. Alley	2732 N Dellrose
Signature: R D Alley	Wichita, KS 67220 (City State Zip)
Shirley Alley	2732 N. Dellrose
Signature: Shirley Alley	Wichita KS 67220 (City State Zip)
BRENDA G. STEVENSON	4723 E. 27th ST. NORTH
Signature: Brenda G Stevenson	WICHITA KS 67220 (City State Zip)

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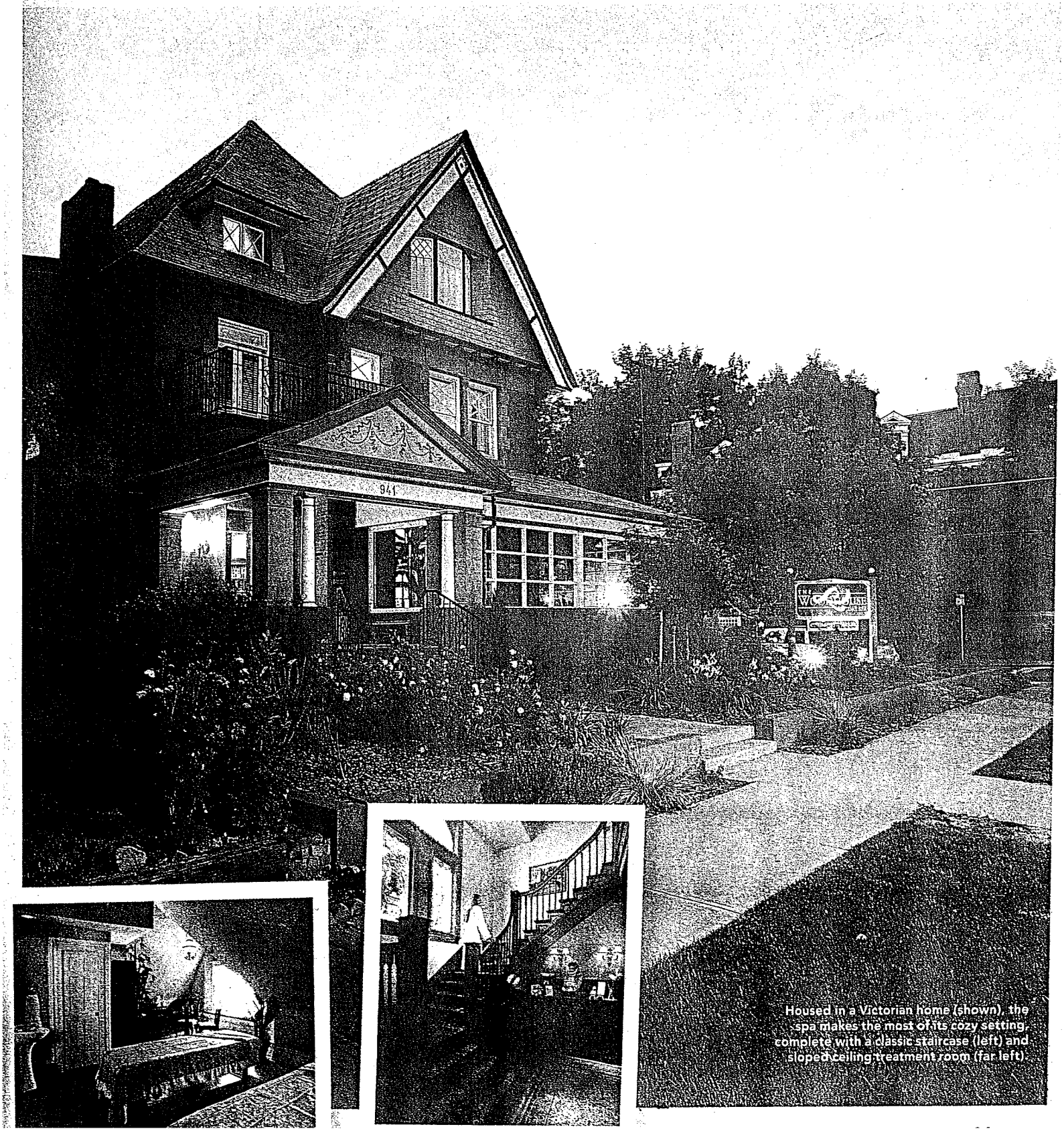
DEC 3 1 2007
METROPOLITAN PLANNING
SITE ☐ _____

#6 HANDOUT

Denver



Housed in a Victorian home (shown), the spa makes the most of its cozy setting, complete with a classic staircase (left) and sloped ceiling treatment room (far left).

Item #6

WICHITA STATE UNIVERSITY

Office of the President

December 17, 2007

M. S. Mitchell, Chair
Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 North Main
Wichita, KS 67202-1688

Dear Mr. Mitchell:

Thank you for the opportunity to comment on Zoning Case ZON2007-60 at the northwest corner of 21st Street North and Belmont Avenue. We are in support of the position of the Northeast Heights Neighborhood Association and the staff recommendation which opposes the requested zoning change.

Wichita State University has one of its primary entrances directly across from the property in question. It is our understanding that this request does not conform to the comprehensive land use guide. This concerns us in that this entrance is important and is used for numerous activities, and this requested zoning change appears to encroach on that for the university. In addition, this change in zoning request would permit, as was pointed out in the staff report, a broad number of uses which are not consistent with the makeup of our neighborhood.

For all of these reasons, Wichita State University supports the staff report and the position of the Northeast Heights Neighborhood Association to deny the request for zoning change in Case No. ZON 2007-60. Thank you for the opportunity to provide input.

Respectfully,

Donald L. Beggs

Donald L. Beggs
President

xc: LaVonta Williams, City Council, District I
James Roseboro, President, Northeast Heights Neighborhood Association
Jess McNeely, Senior Planner, Metropolitan Area Planning Department

Wichita State University, Wichita, Kansas 67260-0001 Telephone: (316) 978-3001 Fax: (316) 978-3093

Item 6

Estrada, Lisa

From: Jane Eshelman [jane.eshelman@wichita.edu]
Sent: Thursday, December 20, 2007 12:20 PM
To: Estrada, Lisa
Subject: ZON2007-60

RE: Case No. ZON2007-60

To Whom It May Concern:

I strongly oppose the change from ³SF-5² Single Residential to ³NR² Neighborhood Retail for the home at 21st and Belmont. I live approximately 5 blocks north there and work across the street at Wichita State University. I have owned my home for almost 30 years and have worked with Northeast Heights Neighborhood Association to maintain the quality of our neighborhood.

Within the last several years, we have experienced major changes in the character of the property on both the east and west sides of our neighborhood. The Union Rescue Mission moved their men¹s shelter to the former nursing home on North Hillside and Campus Crest is building a 192-unit apartment complex for college students on North Oliver.

I see no need to allow businesses on the south edge of our neighborhood when there are adequate and available retail spaces further along 21st Street to both the east and west. I fear that such a change will further reduce our quality of life. I am also concerned that such a change would open the door to additional zoning changes.

Thank you for your consideration,

Jane Eshelman
2609 North Pershing
Wichita, KS 67220

Item #6

Estrada, Lisa

From: Barbara K. Turner [bturner_ks@yahoo.com]
Sent: Wednesday, December 19, 2007 11:25 AM
To: Estrada, Lisa
Subject: Re-zoning Proposal - ZON2007-60

As a property owner in the area of the requested zoning change at 21st Street North and Belmont, I am requesting that the area remain zoned as SF-5, single-family residential. I will be unable to attend the public hearing tomorrow, but I wanted to make my wishes known.

Thank you.

Barbara K. Turner

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http://www.yahoo.com/r/hs

Item #6

Metropolitan Area Planning Commission
City of Wichita
455 N Main
Wichita, Ks 67202

Re: Zoning Change Request for 21st & Belmont (zon 2007 -60)

I am writing you to ask that you would deny the request to change the zoning for the residence at 21st and Belmont. The neighborhood in the area is already burdened with traffic from most events held at Wichita State University, as well as traffic produced by the student population. Inflicting more traffic in the neighborhood is not good for the taxpaying residents of the neighborhood.

Additionally, why would you put a retail operation in a neighborhood, when there is an abundance of vacant retail locations within a 1 1/2 mile radius of this location? The center at 21st & Oliver, as well as the 2 shopping centers at 21st and Grove area would be a much more ideal place for a retail location.

With the changing economy in the neighborhood, our very nice area has become fragile. Please do not inflict additional harm on us by allowing a retail operation in our neighborhood.

Best regards,

Richard W. Turner
(316)393-7683

Item #6

Proposed Zoning Code Change at 21st & Belmont Sts. Case #ZON2007-60

Good Afternoon! Thank you for the privilege of speaking to you today about the requested zoning change for 21st and Belmont Sts, Case #ZON2007-60 -- I do live within this North East Heights Neighborhood Association area---just beyond the notification area for the zoning change. 35 years –

It has been my privilege to advise many businesses regarding business locations during my years associated with an international corporation. Many of my recommendations have proven to be excellent and I believe my experience would give me reason to speak to this proposed change today.

opposed

First, I would observe that this is not a desirable business location. If it is the desire of the requestee to get the attention of WSU employees, staff, faculty and students, there is a much better way than this – advertising---which would be much less expensive than a real estate venture. Additionally, advertising would affect many more of these people than this location ever will do so, because of multiple entrances to the campus which are usable by such employees, staff, faculty and students.

Second, this location is obviously a high traffic location---often seen as a desirable, but in this situation, it is not one given to people being able to take advantage of the traffic using this intersection. Rather, this location would be a hindrance to business. The issue is accessibility --- and even if accessibility were from Belmont St., it is so close to 21st Street as to be a traffic problem. The proposed business would be better advised to locate elsewhere. For instance, the new Book Exchange store which was formerly at 17th and N. Hillside, entity customers found that location to be undesirable. Their new location just east of 21st and Oliver speaks volumes about good locations.

Third, the desire to locate a business here violates one of the cardinal values of our American culture --- the separation of business and residential areas. Residential areas are seen as creating a friendly and socialable neighborhood in which residents have the ability to support each other; be able to socialize with eath other; have a safe and knowledgeable area for raising families; and the ability to beautify such areas. There are already many families who are and have done such herein. The intrusion of business creates a much less satisfying life style. I have traveled much of the world and one of the things attractive about the "good ole USandA" is such a life style.

Fourth, I cannot speak for WSU, but I would think that part of their long range plan is to have a desirable entry for the University at this intersection. They have built their initial reception center at this intersection and I foresee this as the desire to beautify the intersection with those facilities that are seen as attractive. Businesses do not enter into this concept, especially if that business fails and the long range effect is negative.

For these reasons, I would object to this zoning change. Thank you for your consideration of my objection to this zoning change. I would stand for questions if you have such ---

Sarah L Scott. 316/683-1440
2725 N. Fountain St.
Wichita, KS 67220

December 29, 2007

Item #6

My name is Mary Jo Bond. I have lived at 4024 Charron Lane within the Northeast Heights Neighborhood Association for 33 years. I own my home. I have been active in the association since it was reorganized in 1989. I have served as the newsletter editor for 17 years and so I keep up with the all activities, changes, and concerns in our neighborhood and in District One.

We have no businesses selling products or services within our neighborhood, and we like it that way. We are primarily a community of families in single-family homes trying to keep our area safe and attractive. On Hillside our west border, we have the Union Rescue Mission. Ten years ago the Mission renovated this facility for women and children. We were not opposed to that service, but without any neighborhood input, the shelter changed after a few years to housing homeless men. These men often walk through our neighborhood. Earlier this year property on our east border was rezoned for an apartment complex to house 192 college students. We had hoped to keep this land at 29th & Oliver near the bike path as natural green space for wildlife and plants, but we were not notified until after the MAPC hearing and lost our battle. We already have the university adjacent to 21st Street, which is our southern border. We experience the effects of increased traffic on 21st and people attending events or classes parking on our neighborhood streets. Several WSU sororities and fraternities are located within our boundaries. We do not want to further increase the traffic and parking by allowing a business in our neighborhood.

I understand from the article in the Eagle that the applicant wants move her day spa closer to WSU. Has she looked at available space in the university area already zoned for retail, such as the shopping center at 21st & Oliver? When I moved into my home in 1974, that property was residential with a large, lovely home, many trees, and a pond. Neighbors opposed the rezoning for businesses in 1977, but we lost. When K-mart and Dillon's were no longer making enough profit, they closed and left us with an empty shell. We worked hard to attract new businesses, and there is still room for more. Books-To-Go just opened this year in a new building. I suggest this area as a better place for the spa. We do not want a business next door to family homes. My neighbors and I are strongly opposed to the rezoning request.

Mary Jo Bond

Mary Jo Bond
4024 Charron Ln.
Wichita, KS
67220

Item #6

TALKING PAPER ON THE PROPOSED ZONING CODE CHANGE FOR THE PROPERTY LOCATED AT 21ST & BELMONT: ZONING CASE NO. ZON2007-60

1. Belmont Street is populated by homes built in a grand manner by members of the Crestview Country Club, when the club was located on the south side of 21st Street. It is heartening to see these houses being renovated and brought up to current code, while retaining their original grand style. Approval of the application to allow a business adjacent to these homes would result in diminished efforts for the upkeep of this attractive residential area.

2. Looking at the early suburbs of our city (such as the homes on the north side of 21st Street), the effect of using provisions in codes and zoning regulations developed in a previous century assures the destruction of neighborhoods like Northeast Heights which have diverse levels of housing. Marginal economic enterprises with a life span of only 6 to 18 months may result in businesses developing alternative strategies in order to stay afloat, and the changes in operation may not be appropriate for the neighborhood. Non-sanctioned activities begin to flourish, and nearby residents who do not want to wait for code enforcement, which may take years, decide to move away simply because it is more profitable to leave rather than fight the virus of blight.

BACKGROUND

The Northeast Heights Neighborhood Association (NEHNA) is one of the oldest neighborhood associations in Wichita. It was founded in 1968 as the Northeast Heights Residents Association and reorganized in 1989 to preserve the safety and attractiveness of this residential community. Wichita State University to the south has always had an impact on this neighborhood, most noticeably when sports, speakers, concerts, and other major events draw crowds and parking space is at a premium. Over the years many faculty have purchased homes in Northeast Heights. Due to the interaction with the university, our neighborhood has attracted a wide range of people and housing styles, including the large, spacious homes on Belmont, when the Crestview Country Club was across the street.

OUTCOME

The Northeast Heights Neighborhood Association has quietly assumed the role of stabilizing and anchoring our 21st Street border with Wichita State University in a manner, which avoids the deterioration and devaluation of our homes that has occurred on the south and west borders of the university. By working together, we have developed a sense of community, and our members have numerous roles in the northeast sector of District One as well as on City boards.

We of NEHNA must strenuously object to the application for a zoning change for the house at 2201 N. Belmont Street from Single Family Residential to Neighborhood Retail. In fact, we would propose that WSU and NEHNA request an overlay to protect the boundary of our single-family residential neighborhood.

Read by Moses Williams
3809 E. 28th ST. N 67220

Item #:

HANDOUT

Jama Challans
402 N. Brookside
Wichita, Kansas 67208
(316) 685-5718

November 29, 2007

TO: City of Wichita Metropolitan Area Planning Commission

RE: Rezoning 2201 N. Belmont, Wichita, Kansas

Dear Commission:

I would like to offer my enthusiastic support in the rezoning of the house at 2201 N. Belmont, which is on the north side of 21st Street North, across from Wichita State University. I am a current client of the Fountain of Youth Day Spa (FOY) and would love to have the spa closer to campus. I was initially referred to FOY by a co-worker who knew I was having back problems associated with desk work.

There are massage services on-campus, but the parking is terrible and the staff I have encountered were inexperienced and immature. Several of my co-workers seek massage therapy and none of them go on-campus for these services.

Many of my co-workers on campus experience muscle pain from desk work and I think Wichita State employees will enjoy the spa's variety of services and convenience.

Sincerely,

Jama L Challans

Jama Challans
Senior Administrative Assistant to the Registrar
Wichita State University

Jama L. Challans
Assistant to the Registrar
Office of the Registrar

102 Jardine Hall
Telephone: (316) 978-3672
Fax: (316) 978-7999
E-mail: jama.challans@wichita.edu

WICHITA STATE UNIVERSITY
1845 Fairmount St., Wichita, Kansas 67260-0058

Agenda Item No. 49.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: ZON2007-60 - City Zone Change from "SF-5" Single-family Residential to "NR" Neighborhood Retail. Generally located at the northwest corner of 21st Street North and Belmont Avenue - 2201 N Belmont. (District I)

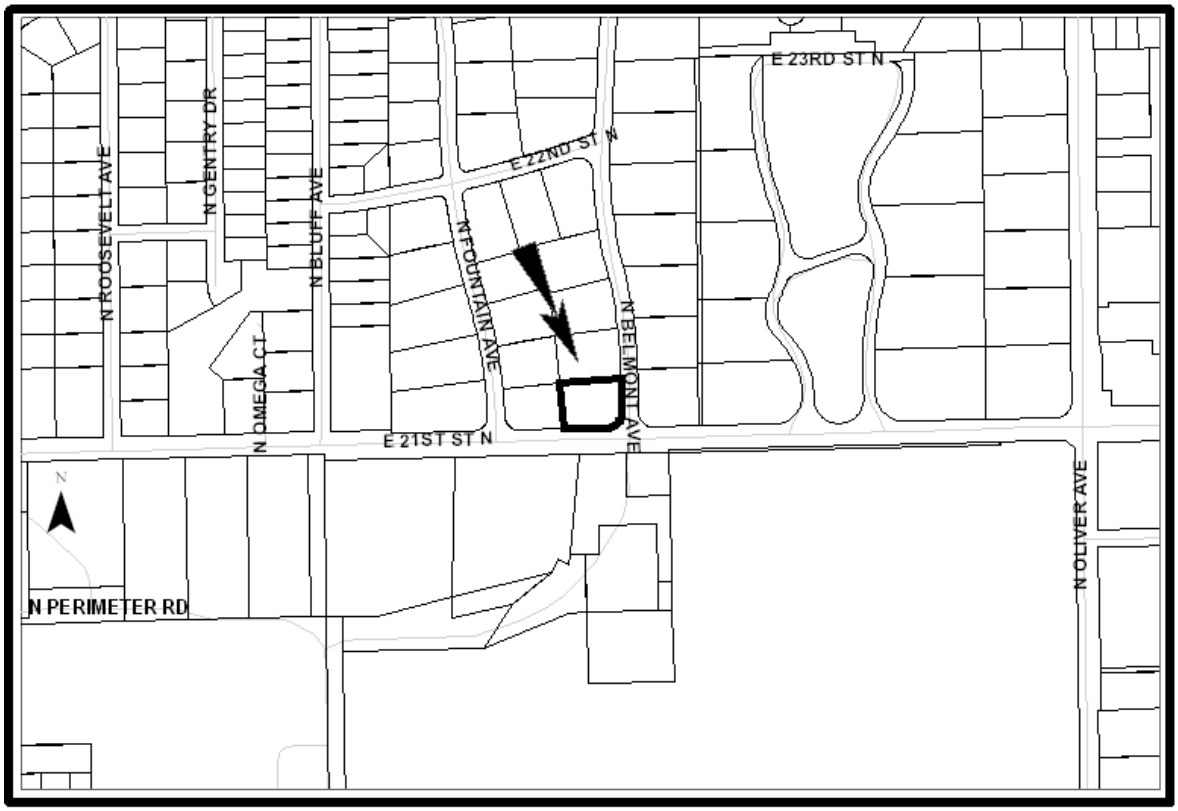
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Deny (13-1).

DAB I Recommendation: Deny

MAPD Staff Recommendation: Deny.



Background: The application area is a .79 acre site with access and 150 feet of frontage on 21st Street, located at the northwest corner of 21st Street and Belmont. The site is zoned "SF-5" Single-family Residential; it is developed with a single-family residence built in 1954. The applicant seeks a zone change to "NR" Neighborhood Retail for a spa/salon use.

North, east and west of this site are SF-5 zoned single-family residences built in the 1950's and 1960's. South of the site, across 21st Street, is Wichita State University with SF-5 base zoning and the "U" University Overlay District. Adjacent to the site, this portion of Wichita State includes an access drive, parking areas, a golf course, a visitor center and a baseball stadium. Two blocks west of this site, also on the north side of 21st Street, are several SF-5 zoned sorority houses. Further west is a church, and a cemetery/funeral home is located at the 21st Street and Hillside intersection. The nearest commercial zoning to this site is the "LC" Limited Commercial zoned commercial area at the northeast corner of 21st Street and Oliver, over 1,700 feet east of this site.

Analysis: DAB I reviewed this request on January 3, 2008; several neighbors and neighborhood association representatives spoke in opposition to the request, and the DAB recommended denial of the request. The MAPC heard this request on December 20, 2007. Several neighbors, neighborhood association representatives and a WSU representative spoke in opposition to the request. The MAPC voted (13-1) to deny the request. Nine protest petitions have been filed, resulting in a 57% protest percentage (see the attached documents). As the protest is greater than 20%, the City Council would require a ¾ majority to override the protest and approve the zone change request.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC and deny 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.)

OCA150006 BID37529-009 CID#76383
Published in The Wichita Eagle on _____
ORDINANCE NO. _____

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

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

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

Case No. ZON2007-62

Zone change from "GC" General Commercial and “SF-5” Single-Family Residential to "LI" Limited Industrial on property described as:

Lots 2-24 (even lots) and vacated alley abutting on the west of said lots, Block 1, Washington Avenue Addition, Wichita, Sedgwick County, Kansas. Generally located east of Washington Avenue, on the northwest corner of 13th Street North & Wabash Avenue.

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

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

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF DECEMBER 20, 2007 MAPC HEARING

Case No.: ZON2007-62 – Scott Hall and David Murfin (owner/applicant), Baughman Company, PA, c/o Philip Meyer (agent) Request City zone change from "GC" General Commercial & "SF-5" Single-family Residential to "LI" Limited Industrial on property described as;

Even Lots 2 through 24, inclusive, Block 1, Washington Avenue Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, TOGETHER with all of the vacated alley (Ordinance No. 5358) abutting said Lots on the west. Generally located East of Washington Avenue, on the northwest corner of 13th Street North & Wabash Avenue.

BACKGROUND: The application area is developed with manufacturing uses within a 1962 building. Approximately 50% of the applicant's property is zoned "LI" Limited Industrial. The application area is a portion of the applicant's property zoned "SF-5" Single-family Residential and "GC" General Commercial. The applicant requests a zone change to have one zoning district on their property, and to conform the zoning to the current manufacturing land use.

Properties north and west of the site are zoned LI and developed with warehousing. South of the site, across 13th Street N. is a mixture of GC and LI zoning and warehousing/office uses. East of the site is an SF-5 zoned city park.

CASE HISTORY: The site was platted as even Lots 2-24 and the vacated alley abutting on the west of the lots, Block 1 of the Washington Avenue Addition in 1885.

ADJACENT ZONING AND LAND USE:

NORTH:	"LI"	Warehousing
SOUTH:	"LI", "GC"	Warehousing, office
EAST:	"SF-5"	Park
WEST:	"LI"	Manufacturing

PUBLIC SERVICES: 13th Street N. is a paved 4-lane section-line arterial street with a 60-foot right-of-way at this location. Wabash is a paved 2-lane local street with a 60-foot right-of-way at this location. All normal utilities are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Employment/Industry Center."

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties north and west of the site are zoned LI and developed with warehousing. South of the site, across 13th Street N. is a mixture of GC and LI zoning and warehousing/office uses. East of the site is an SF-5 zoned city park.

2. The suitability of the subject property for the uses to which it has been restricted: The current manufacturing use on the site does not conform to the existing zoning; the existing zoning is not suitable for the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The site is currently used for manufacturing. The zone change will not change the uses on the site, and will therefore have no change in affects on nearby property.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Employment/Industry Center."

5. Impact of the proposed development on community facilities: The proposed zone change will not change will not change the use of the site, and will therefore have no additional impact on community facilities.

JESS MCNEELY, Planning staff presented the staff report.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **SHERMAN** seconded the motion, and it carried (14-0).

Agenda Item No. 50.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: ZON2007-62 - City zone change from "GC" General Commercial and "SF-5" Single-Family Residential to "LI" Limited Industrial. Generally located on the northwest corner of 13th Street North & Wabash Avenue (District I)

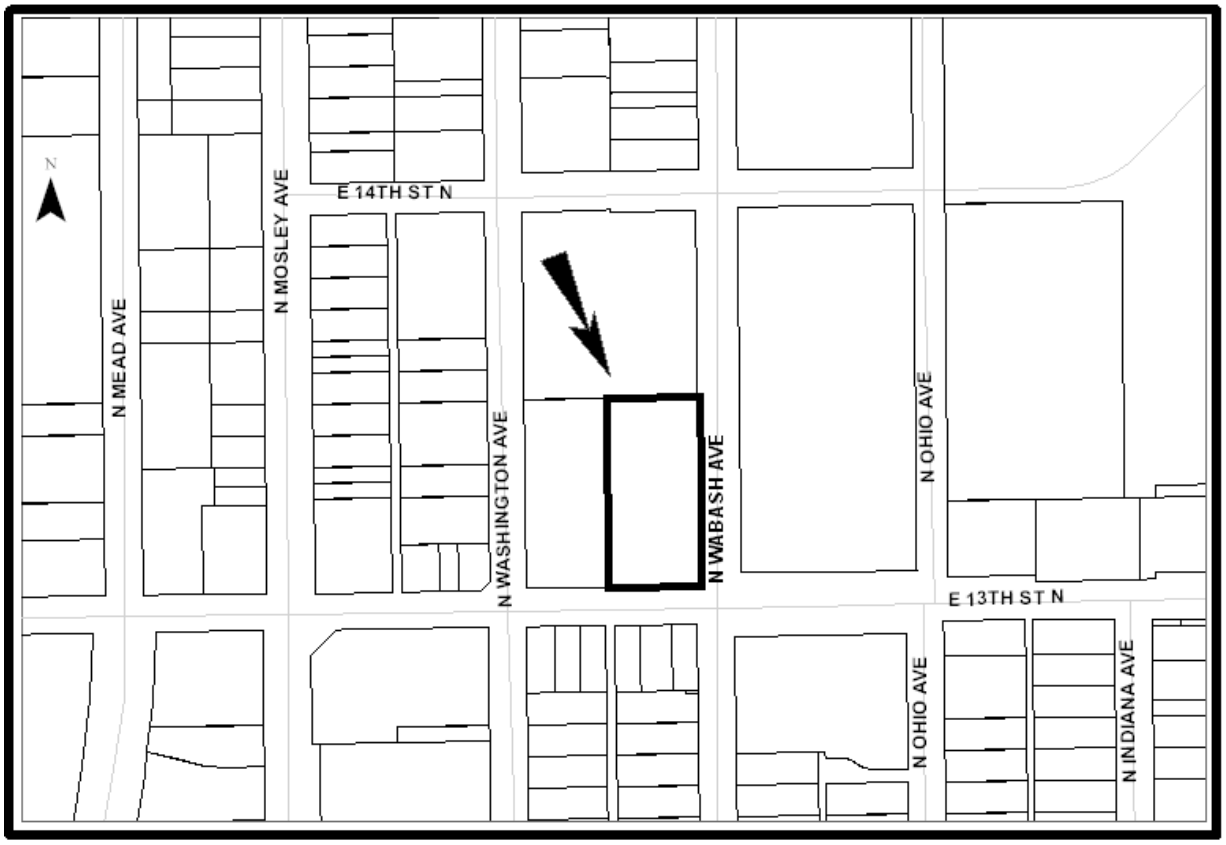
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (14-0).

DAB I Recommendation: DAB I did not hear this request.

MAPD Staff Recommendation: Approve.



Background: The application area is developed with manufacturing uses within a 1962 building. Approximately 50% of the applicant's property is zoned "LI" Limited Industrial. The application area is a portion of the applicant's property zoned "SF-5" Single-family Residential and "GC" General Commercial. The applicant requests a zone change to have one zoning district on their property and to conform the zoning to the current manufacturing land use.

Properties north and west of the site are zoned LI and developed with warehousing. South of the site, across 13th Street, is a mixture of GC and LI zoning and warehousing/office uses. East of the site is an SF-5 zoned city park.

Analysis: MAPC heard this request on December 20, 2007 and no one spoke in support or opposition of the request. The MAPC voted (14-0) to approve the request. No protest petitions have been filed.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC 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.)

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Rob Ramseyer, Vice President, Ritchie Development Corporation, Manager, Krug South Residential, LLC, a Kansas Limited Liability Company, owner and plattor of Krug South Second Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petition (1)
2. Sanitary Sewer Lateral Petition (1)
3. Water Distribution Petition (1)
4. Storm Water Sewer Petition (1)
5. Box Culvert Petition (1)

As a result of the above mentioned petitions for improvements, lots within Krug South Second Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 14 day of January, 2008.

KRUG SOUTH RESIDENTIAL, LLC
A Kansas Limited Liability Company

By: Rob Ramseyer
Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of January, 2008, before me a Notary Public in and for said State and County, came Rob Ramseyer, Vice President, Ritchie Development Corporation, Manager, Krug South Residential, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009
(SEAL)

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2009

RESTRICTIVE COVENANT

This covenant, executed this 14 day of January, 2008.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, providing off-street parking, and providing for the maintenance of drainage reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. That Krug South Second Addition being a replat of a portion of Krug South Addition will continue to share in the ownership and maintenance responsibilities of any such previously platted reserves.
5. There shall be provided for each dwelling unit located on any of the following lots a total of not less than four off-street parking spaces for automobiles which may include garages and driveways, to wit: Lots 1 through 4, Block 1.
6. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
7. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled

and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 14 day of January, 2008.

KRUG SOUTH RESIDENTIAL, LLC
A Kansas Limited Liability Company

By: _____
Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14 day of January, 2008, before me, a notary public in and for said County and State, came Rob Ramseyer, Vice President, Ritchie Development Corporation, Manager, Krug South Residential, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 14 day of January, 2008.

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CASTLE ROCK/ ROCKHILL, FROM THE SOUTH LINE OF 21ST ST. NORTH TO THE WEST LINE OF 143RD ST. EAST; PAVING CASTLE ROCK CT., SERVING LOTS 26 THROUGH 29, BLOCK 1, FROM THE EAST LINE OF CASTLE ROCK TO AND INCLUDING THE CUL-DE-SAC; PAVING CASTLE ROCK CT., SERVING LOTS 15 THROUGH 19, BLOCK 5, FROM THE EAST LINE OF CASTLE ROCK TO AND INCLUDING THE CUL-DE-SAC; PAVING ROCKHILL CT., SERVING LOTS 23 THROUGH 33, BLOCK 5, FROM THE NORTH LINE OF ROCKHILL TO AND INCLUDING THE CUL-DE-SAC; PAVING SPLIT RAIL/CHURCHILL CIR., SERVING LOTS 1 THROUGH 16, BLOCK 1 AND LOTS 1 THROUGH 6, BLOCK 5 FROM THE NORTH LINE OF ROCKHILL TO AND INCLUDING THE CUL-DE-SAC; AND PAVING SPLIT RAIL CT., SERVING LOTS 1 THROUGH 8, BLOCK 1 FROM THE EAST LINE OF SPLIT RAIL TO AND INCLUDING THE CUL-DE-SAC; AND PAVING BURNING TREE/BURNING TREE COURT, FROM THE SOUTH LINE OF LOT 61, BLOCK 2 TO THE WEST LINE OF CASTLE ROCK; SIDEWALK TO BE CONSTRUCTED ON ONE SIDE OF CASTLE ROCK, ROCKHILL, SPLIT RAIL AND BURNING TREE (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-84521** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **CASTLE ROCK/ROCKHILL, FROM THE SOUTH LINE OF 21ST ST. NORTH TO THE WEST LINE OF 143RD ST. EAST; PAVING CASTLE ROCK CT., SERVING LOTS 26 THROUGH 29, BLOCK 1, FROM THE EAST LINE OF CASTLE ROCK TO AND INCLUDING THE CUL-DE-SAC; PAVING CASTLE ROCK CT., SERVING LOTS 15 THROUGH 19, BLOCK 5, FROM THE EAST LINE**

OF CASTLE ROCK TO AND INCLUDING THE CUL-DE-SAC; PAVING ROCKHILL CT., SERVING LOTS 23 THROUGH 33, BLOCK 5, FROM THE NORTH LINE OF ROCKHILL TO AND INCLUDING THE CUL-DE-SAC; PAVING SPLIT RAIL/CHURCHILL CIR., SERVING LOTS 1 THROUGH 16, BLOCK 1 AND LOTS 1 THROUGH 6, BLOCK 5 FROM THE NORTH LINE OF ROCKHILL TO AND INCLUDING THE CUL-DE-SAC; AND PAVING SPLIT RAIL CT., SERVING LOTS 1 THROUGH 8, BLOCK 1 FROM THE EAST LINE OF SPLIT RAIL TO AND INCLUDING THE CUL-DE-SAC; AND PAVING BURNING TREE/BURNING TREE COURT, FROM THE SOUTH LINE OF LOT 61, BLOCK 2 TO THE WEST LINE OF CASTLE ROCK; SIDEWALK TO BE CONSTRUCTED ON ONE SIDE OF CASTLE ROCK, ROCKHILL, SPLIT RAIL AND BURNING TREE (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-84521 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-126** adopted on **February 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Castle Rock/Rockhill, from the south line of 21st St. North to the west line of 143rd St. East; paving Castle Rock Ct., serving Lots 26 through 29, Block 1, from the east line of Castle Rock to and including the cul-de-sac; paving Castle Rock Ct., serving Lots 15 through 19, Block 5, from the east line of Castle Rock to and including the cul-de-sac; paving Rockhill Ct., serving Lots 23 through 33, Block 5, from the north line of Rockhill to and including the cul-de-sac; paving Split Rail/Churchill Cir., serving Lots 1 through 16, Block 1 and Lots 1 through 6, Block 5 from the north line of Rockhill to and including the cul-de-sac; and paving Split Rail Ct., serving Lots 1 through 8, Block 1 from the east line of Split Rail to and including the cul-de-sac; and paving Burning Tree/Burning Tree Court, from the south line of Lot 61, Block 2 to the west line of Castle Rock; sidewalk to be constructed on one side of Castle Rock, Rockhill, Split Rail and Burning Tree (south of 21st, west of 143rd St. East) 472-84521.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **One Million Twenty-Nine Thousand Dollars ($1,029,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008** exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 1 through 25, Block 1
Lots 1 through 72, Block 2
Lots 1 through 19, Block 3
Lots 1 through 10, Block 4
Lots 1 through 33, Block 5

KRUG SOUTH 2ND ADDITION
Lots 1 through 4, Block 1

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined of the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block 1; Lots 1 through 6, Block 5; and Lots 15 through 33, Block 5; KRUG SOUTH ADDITION, shall each pay 113/10,000 of the total cost payable by the improvement district. Lots 17 through 25, Block 1; KRUG SOUTH ADDITION, shall each pay 26/10,000 of the total cost payable by the improvement district. Lots 1 through 38, Block 2; Lots 1 through 19, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION, shall each pay 25/10,000 of the total cost payable by the improvement district. Lots 61 through 72, Block 2; and Lots 1 through 4, Block 4; KRUG SOUTH ADDITION, shall each pay 125/10,000 of the total cost payable by the improvement district. Lots 39 through 60, Block 2; and Lots 5 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 36/10,000 of the total cost payable by the improvement district. Lots 1 through 4, Block 1; KRUG SOUTH 2ND ADDITION, shall each pay 125/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84321** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84321** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution **No. 07-118** adopted on **February 13, 2007** and Resolution **No. 07-724** adopted on **December 18, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 7, Main 14, Four Mile Creek Sewer (south of 21st, west of 143rd St. East) 468-84321.**

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

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Nine Hundred Thirty-Six Thousand Dollars ($936,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Hundred Nineteen Thousand Four Hundred Sixty-Two Dollars ($119,462); distributed on a fractional basis as follows:

Lots 1 through 25, Block 1; Lots 12 through 72, Block 2; Lots 1 through 10, Block 4; and Lots 1 through 33, Block 5, KRUG SOUTH ADDITION, shall each pay 1/133 of the total cost payable by the improvement district. Lots 1 through 4, Block 1; KRUG SOUTH 2ND ADDITION, shall each pay 1/133 of the total cost payable by the improvement district.

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

KRUG SOUTH ADDITION
Lots 1 through 25, Block 1
Lots 12 through 72, Block 2
Lots 1 through 10, Block 4
Lots 1 through 33, Block 5

KRUG SOUTH 2ND ADDITION
Lots 1 through 4, Block 1

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 25, Block 1; Lots 12 through 38, Block 2; and Lots 1 through 33, Block 5; KRUG SOUTH ADDITION, shall each pay 73/10,000 of the total cost payable by the improvement district. Lots 39 through 72, Block 2; and Lots 4 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 79/10,000 of the total cost payable by the improvement district. Lots 1 through 3, Block 4; KRUG SOUTH ADDITION, shall each pay 80/10,000 of the total cost payable by the improvement district. Lots 1 through 4, Block 1; KRUG SOUTH 2ND ADDITION, shall each pay 79/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 318 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84323** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 318 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84323 IN** THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-120** adopted on **February 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 318 (south of 21st, west of 143rd St. East) 468-84323.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Thousand Dollars ($400,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 1 through 25, Block 1
Lots 1 through 72, Block 2
Lots 1 through 19, Block 3
Lots 1 through 10, Block 4
Lots 1 through 33, Block 5

KRUG SOUTH 2ND ADDITION
Lots 1 through 4, Block 1

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block 1; Lots 1 through 6, Block 5; and Lots 15 through 33, Block 5; KRUG SOUTH ADDITION, shall each pay 75/10,000 of the total cost payable by the improvement district. Lots 17 through 25, Block 1; Lots 1 through 38, Block 2; Lots 1 through 19, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION, shall each pay 50/10,000 of the total cost payable by the improvement district. Block 1; Lots 61 through 72, Block 2; and Lots 1 through 4, Block 4; KRUG SOUTH ADDITION, shall each pay 82/10,000 of the total cost payable by the improvement district. Lots 39 through 49, Block 2; KRUG SOUTH ADDITION, shall each pay 56/10,000of the total cost payable by the improvement district. Lots 50 through 60, Block 2; and Lots 5 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 57/10,000 of the total cost payable by the improvement district. Lots 1 through 4, Block 1; KRUG SOUTH 2ND ADDITION, shall each pay 82/10,000 of the total cost payable by the improvement district.

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

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

SECTION 7. That the City Engineer shall prepare plans and specifications for

said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 628 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84325** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 628 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84325** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-122** adopted on **February 13, 2007** and Resolution **No. 07-304** adopted on **May 15, 2007** are hereby rescinded.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Five Hundred Thirty-Four Thousand Dollars ($534,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 1 through 25, Block 1
Lots 1 through 72, Block 2
Lots 1 through 19, Block 3
Lots 1 through 10, Block 4
Lots 1 through 33, Block 5

KRUG SOUTH 2ND ADDITION
Lots 1 through 4, Block 1

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

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

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____,2008.

Signed by the Mayor

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90277 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90277 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-116** adopted on **February 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90277 (south of 21st, west of 143rd St. East).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Three Hundred One Thousand Dollars ($301,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 1 through 25, Block 1
Lots 1 through 72, Block 2
Lots 1 through 19, Block 3
Lots 1 through 10, Block 4
Lots 1 through 33, Block 5

KRUG SOUTH 2ND ADDITION
Lots 1 through 4, Block 1

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block 1; Lots 1 through 6, Block 5; and Lots 15 through 33, Block 5; KRUG SOUTH ADDITION, shall each pay 110/10,000 of the total cost payable by the improvement district. Lots 17 through 25, Block 1; and Lots 1 through 19, Block 3; KRUG SOUTH ADDITION, shall each pay 28/10,000 of the total cost payable by the improvement district. Lots 1 through 38, Block 2; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION, shall each pay 27/10,000 of the total cost payable by the improvement district. Lots 61 through 72, Block 2; and Lots 1 through 4, Block 4; KRUG SOUTH ADDITION, shall each pay 120/10,000 of the total cost payable by the improvement district. Lots 39 through 60, Block 2; and Lots 5 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 38/10,000 of the total cost payable by the improvement district. Lots 1 through 4, Block 1; KRUG SOUTH 2ND ADDITION, shall each pay 120/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-73 -- Plat of Krug South 2nd Addition located west of 143rd Street east and on the south side of 21st Street North. (District II)

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, consisting of four lots on 2.65 acres, is a replat of a portion of Krug South Addition. This site is located within Wichita's city limits and is zoned "SF-5" Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer, water, drainage and box culvert improvements. A Restrictive Covenant has been submitted to provide for the continued sharing in the ownership and maintenance responsibilities of the previously platted reserves that are not included in this site and to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

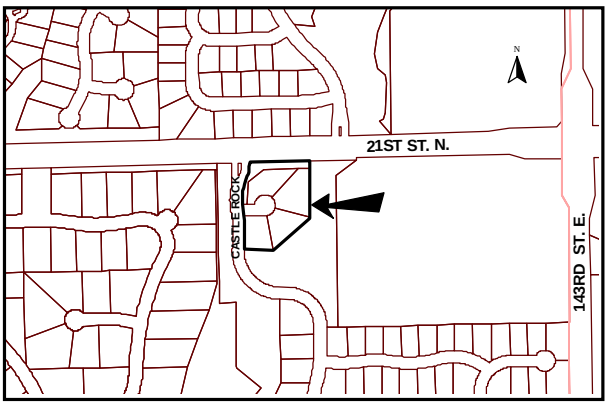
This Planning Commission has approved this plat, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

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



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Mennonite Housing Rehabilitation Services, Inc., a Kansas corporation, owner of WOODLAND NORTH ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Line Improvements
3. Pavement Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Woodland North Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 3 day of January, 2008.

Mennonite Housing Rehabilitation Services, Inc.

By: Andrew L. Bias
Andrew L. Bias, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Andrew L. Bias, as President of Mennonite Housing Rehabilitation Services, Inc., a Kansas corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **JEANETTE AVE. FROM THE NORTH LINE OF WOODLAND NORTH ADDITION, SOUTH TO AND INCLUDING THE TEMPORARY CUL-DE-SAC (EAST OF HOOD, SOUTH OF 29TH ST. NORTH) 472-84649** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **JEANETTE AVE. FROM THE NORTH LINE OF WOODLAND NORTH ADDITION, SOUTH TO AND INCLUDING THE TEMPORARY CUL-DE-SAC (EAST OF HOOD, SOUTH OF 29TH ST. NORTH) 472-84649** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Jeanette Ave. from the north line of Woodland North Addition, south to and including the temporary cul-de-sac (east of Hood, south of 29th St. North) 472-84649.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Twenty Thousand Dollars ($120,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008** exclusive of the costs of temporary financing.

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

WOODLAND NORTH ADDITION
Lots 1 through 6, Block A
Lots 1 through 3, Block B

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, and Lots 1 through 3, Block B, WOODLAND NORTH ADDITION shall each pay 1/9 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 152, MAIN 4, SANITARY SEWER NO. 23 (EAST OF HOOD, SOUTH OF 29TH ST. NORTH) 468-84479** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 152, MAIN 4, SANITARY SEWER NO. 23 (EAST OF HOOD, SOUTH OF 29TH ST. NORTH) 468-84479 IN** THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 152, Main 4, Sanitary Sewer No. 23 (east of Hood, south of 29th St. North) 468-84479.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty Thousand Dollars ($30,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODLAND NORTH ADDITION
Lots 1 through 6, Block A
Lots 1 through 3, Block B

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A and Lots 1 through 3, Block B, WOODLAND NORTH ADDITION, shall each pay 1/9 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90359 (EAST OF HOOD, SOUTH OF 29TH ST. NORTH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90359 (EAST OF HOOD, SOUTH OF 29TH ST. NORTH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90359 (east of Hood, south of 29th St. North).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Eight Thousand Dollars ($28,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODLAND NORTH ADDITION

Lots 1 through 6, Block A
Lots 1 through 3, Block B

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, and Lots 1 through 3, Block B, WOODLAND NORTH ADDITION, shall each pay 1/9 of the total cost of the improvements.

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

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

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

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

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the

Governing Body as set out in this resolution.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

Agenda Item No. 52.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-74 -- Plat of Woodland North Addition located east of Hood and on the south side of 29th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of nine lots on 1.85 acres, is a replat of Lot 5, Gould Gardens Addition. This site is located within Wichita's city limits and is zoned "SF-20" Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water and paving improvements.

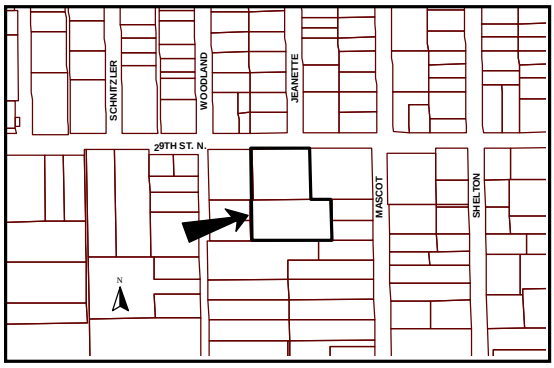
The plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

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



Agenda Item No. 53.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-85 -- Plat of Linwood Acres 2nd Addition located east of Greenwich Road and north of Kellogg. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

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

Background: This site, consisting of five lots on .91acres, is located within Wichita's city limits and is zoned "SF-5" Single-family Residential District.

Analysis: City water service is available to serve the site. Sewer improvements will be constructed by a private project.

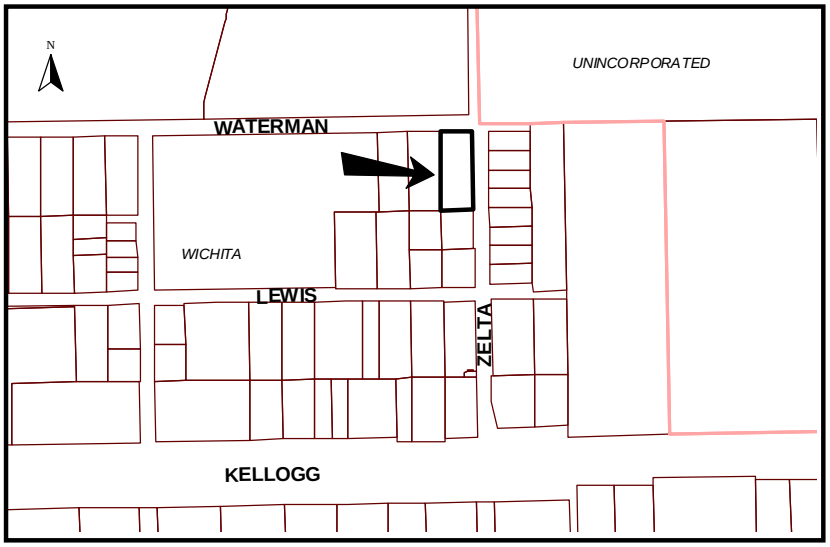
The Planning Commission has approved the plat, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: None.

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



CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Cory M. Shackelford, president of LCS Enterprises, Inc., owner of Cambria, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Distribution System (Interior)
4. Water Main
5. Storm Water Drain

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Cambria, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 27th day of December, 2007.

LCS ENTERPRISES, INC.

Cory M. Shackelford

Cory M. Shackelford, president

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 27th day of December 2007, by Cory M. Shackelford, president, LCS ENTERPRISES, INC., owner of Cambria, an Addition to Wichita, Sedgwick County, Kansas.

Seal or Stamp

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz, Notary Public
(signature of notary officer)

My appointment expires: 02-13 2011.

RESTRICTIVE COVENANT

This covenant, executed this 27th day of December, 2007

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Cambria, Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Cambria, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserves A, B, C, D and E, Cambria, Wichita, Sedgwick County, Kansas, shall be the responsibility of LCS Enterprises, Inc., until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.

2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves situated in Cambria, Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in

carrying out the obligations of the undersigned may be assessed against the Reserves situated in Cambria, Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

LCS Enterprises, Inc.

Cory M. Shackelford

Cory M. Shackelford, president

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 27th day of December, 2007, by Cory M. Shackelford, president, LCS Enterprises, Inc., owner of Cambria, Wichita, Sedgwick County, Kansas.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz

Notary Public

My Appointment Expires: 02/13/2011

RESTRICTIVE COVENANT
(OFF STREET PARKING)

THIS DECLARATION made this 27th day of December, 2007, by Cory M. Shackelford, president of LCS Enterprises, Inc., owner, Cambria, Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

CAMBRIA, WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the Declarant in connection therewith desires that restrictions involving off-street parking be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following described residential Lots shall provide four (4) off-street parking spaces per dwelling unity on each Lot.

Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 15, Block 4, all in Cambria, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of

Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

LCS Enterprises, Inc.

Cory M. Shackelford, president

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 27th day of December, 2007, by Cory M. Shackelford, president, LCS Enterprises, Inc., owner of Cambria, Wichita, Sedgwick County, Kansas.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Notary Public

My Appointment expires: 02-13-2011

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CAMBRIA/WELSH, FROM THE EAST LINE OF 143RD STREET EAST TO THE EAST LINE OF 143RD STREET EAST; CELTIC, FROM THE SOUTH LINE OF CAMBRIA TO THE NORTH LINE OF WELSH; WELSH, FROM THE EAST LINE OF CAMBRIA/WELSH TO THE NORTH PLAT LINE OF CAMBRIA ADDITION (EAST OF 143RD ST. EAST NORTH OF PAWNEE) 472-84650** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **CAMBRIA/WELSH, FROM THE EAST LINE OF 143RD STREET EAST TO THE EAST LINE OF 143RD STREET EAST; CELTIC, FROM THE SOUTH LINE OF CAMBRIA TO THE NORTH LINE OF WELSH; WELSH, FROM THE EAST LINE OF CAMBRIA/WELSH TO THE NORTH PLAT LINE OF CAMBRIA ADDITION (EAST OF 143RD ST. EAST NORTH OF PAWNEE) 472-84650 IN** THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Cambria/Welsh, from the east line of 143rd Street East to the east line of 143rd Street East; Celtic, from the south line of Cambria to the north line of Welsh; Welsh, from the east line of Cambria/Welsh to the north plat line of Cambria Addition (east of 143rd St. East north of Pawnee) 472-84650.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Five Hundred Thirty Thousand Dollars ($530,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008** exclusive of the costs of temporary financing.

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

CAMBRIA ADDITION
Lots 1 through 9, Block 1
Lots 1 through 7, Block 2
Lots 1 through 9, Block 3
Lots 1 through 15, Block 4

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; and Lots 1 through 15, Block 4, CAMBRIA ADDITION, shall each pay 1/40 of the total cost of the improvement.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 21, FOUR MILE CREEK SEWER (EAST OF 143RD ST. EAST, NORTH OF PAWNEE) 468-84480** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 21, FOUR MILE CREEK SEWER (EAST OF 143RD ST. EAST, NORTH OF PAWNEE) 468-84480** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 1, Main 21, Four Mile Creek Sewer (east of 143rd St. East, north of Pawnee) 468-84432.**

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

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Two Hundred Seventy-One Thousand Dollars ($271,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Hundred Two Thousand Two Hundred Forty Dollars ($102,240).

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

CAMBRIA ADDITION
Lots 1 through 9, Block 1
Lots 1 through 7, Block 2
Lots 1 through 9, Block 3
Lots 1 through 15, Block 4

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; and Lots 1 through 15, Block 4, CAMBRIA ADDITION, shall each pay 1/40 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 345 (EAST OF 143RD ST. EAST, NORTH OF PAWNEE) 468-84481** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 345 (EAST OF 143RD ST. EAST, NORTH OF PAWNEE) 468-84481** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 345 (east of 143rd St. East, north of Pawnee) 468-84481.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Ninety-One Thousand Dollars ($491,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

CAMBRIA ADDITION

Lots 1 through 9, Block 1
Lots 1 through 7, Block 2
Lots 1 through 9, Block 3
Lots 1 through 15, Block 4

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; and Lots 1 through 15, Block 4, CAMBRIA ADDITION, shall each pay 1/40 of the total cost of the improvement.

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

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

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

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

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

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

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

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90360 (EAST OF 143RD ST. EAST, NORTH OF PAWNEE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90360 (EAST OF 143RD ST. EAST, EAST OF PAWNEE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90360 (east of 143rd St. East, east of Pawnee).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Fifty-Nine Thousand Dollars ($259,000)** exclusive of the cost of interest on borrowed money, with **43** percent of the total cost payable by the improvement district and **57** percent payable by the City of Wichita Department of Water and Sewer. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

CAMBRIA ADDITION
Lots 1 through 9, Block 1
Lots 1 through 7, Block 2
Lots 1 through 9, Block 3
Lots 1 through 15, Block 4

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; and Lots 1 through 15, Block 4, CAMBRIA ADDITION, shall each pay 1/40 of the total cost of the improvement.

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested

thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90361 (EAST OF 143RD ST. EAST, NORTH OF PAWNEE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90361 (EAST OF 143RD ST. EAST, EAST OF PAWNEE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90361 (east of 143rd St. East, east of Pawnee).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Twenty-Two Thousand Dollars ($122,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

CAMBRIA ADDITION
Lots 1 through 9, Block 1
Lots 1 through 7, Block 2
Lots 1 through 9, Block 3
Lots 1 through 15, Block 4

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; and Lots 1 through 15, Block 4, CAMBRIA ADDITION, shall each pay 1/40 of the total cost of the improvement.

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested

thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

Agenda Item No. 54.

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-90 -- Plat of Cambria Addition located on the east side of 143rd Street East and north of Pawnee. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site consists of 40 lots on 46.94 acres. This site adjoins Wichita's city limits and annexation was a condition for approval of this plat. The corresponding annexation case (A07-19) is on the same agenda. After annexation, the site will be zoned "SF-5" Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer, water and drainage improvements. Restrictive Covenants have been submitted to provide for the ownership and maintenance of the proposed reserves being platted for drainage purposes and to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

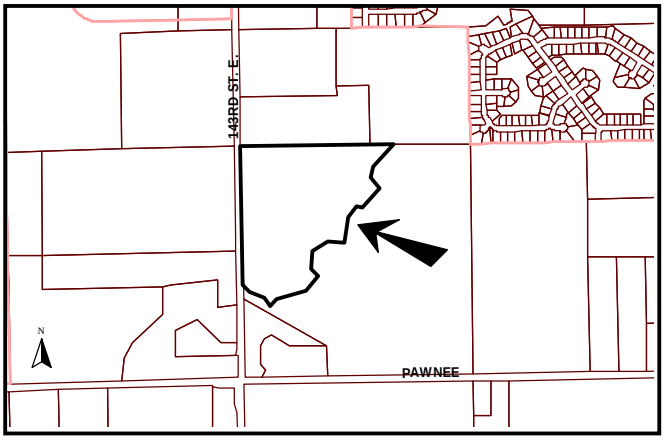
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

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



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Greenwich/4, LLC, a Kansas Limited Liability Company, and Ritchie Development Corporation, a Kansas Corporation, owners of WOODS NORTH ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Lateral Sanitary Sewer Improvements
2. Sanitary Sewer Main Improvements
3. Water Line Improvements
4. Water Main Improvements
5. Pavement Improvements
6. Storm Water Drain Improvements
7. Paving Improvements on 127th Street East

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Woods North Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 8th day of January, 2008.

Greenwich/4, LLC
By: Ritchie Associates, Inc., Manager

By:_____
Rob Ramseyer, Vice-President

Ritchie Development Corporation,

By:_____
Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of January, 2008, by Greenwich/4, LLC, a Kansas Limited Liability Company, and Ritchie Development Corporation, a Kansas Corporation hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Woods North Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves "A" and "B" are hereby reserved for open space, landscaping, entry monuments, streets, utilities, drainage purposes, and pipelines as confined to easement.

Reserves "C" and "K" are hereby reserved for open space, landscaping, entry monuments, streets, utilities, and drainage purposes.

The public shall not bear the cost of any repair or replacement of improvements within said Reserves "A", "B", "C" and "K" adversely affected by street construction, repair, or maintenance.

Reserves "D", "E", and "G" are hereby reserved for entry monuments, berms, landscaping, open space, streets as confined to easements, drainage purposes, and utilities as confined to easements.

Reserve "F" is hereby reserved for is hereby reserved for entry monuments, berms, landscaping, open space, drainage purposes, and utilities as confined to easements.

Reserve "H" is hereby reserved for landscaping, open space, berms, playgrounds, swimming pools and related facilities, parking, drainage purposes, sidewalks, and utilities as confined to easements.

Reserve "I" is hereby reserved for landscaping, open space, berms, lakes, pipelines as confined to easement, drainage purposes, sidewalks, and utilities as confined to easements.

Reserve "J" is hereby reserved for landscaping, open space, berms, lakes, sidewalks, drainage purposes, and utilities as confined to easements.

Reserves "L" and "M" are hereby reserved for open space, landscaping, utilities as confined to easements, and pipelines as confined to easement.

Reserves "N" and "O" are hereby reserved for entry monuments, open space, landscaping, utilities, entry monuments, and drainage purposes.

Reserves "A", "B", "C", "D", "E", "F", "G, "H", "I", "J", "K", "L", "M", "N", and "O" shall be owned and maintained by the homeowners association for the addition provided, however, that the undersigned, or the homeowners association, as the undersigned's successor in interest, may, in their discretion, deed a parcel of a Reserve to an owner or owners of an adjacent lot, subject to the obligation to maintain such deeded parcel of a Reserve in compliance with the provisions hereof and in compliance with the maintenance covenants of any applicable restrictive covenants and/or regulations.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes by February 1, 2009, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", and "O" as designated on the plat of Woods North Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", and "O" to Woods North Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner. and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Woods North Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in WOODS NORTH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Greenwich/4, LLC
By: Ritchie Associates, Inc., Manager

By:_____
Rob Ramseyer, Vice-President

Ritchie Development Corporation

By:_____
Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of January, 2008, by Greenwich/4, LLC, a Kansas Limited Liability Company, and Ritchie Development Corporation, a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

WHEREAS, the Declarant is desirous that restrictions involving off-street parking be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants that each residential lot within Woods North Addition, Wichita, Sedgwick County, Kansas, shall provide space for four (4) off-street parking spaces per dwelling unit on each lot.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Greenwich/4, LLC
By: Ritchie Associates, Inc., Manager

By:_____
Rob Ramseyer, Vice-President

Ritchie Development Corporation

By:_____
Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of January, 2008, by Greenwich/4, LLC, a Kansas Limited Liability Company, and Ritchie Development Corporation, a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

WOODS NORTH ADDITION
Lots 1 through 20, Block A
Lots 1 through 5, Block B

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited witin the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Woods North Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the date and year first above written.

Greenwich/4, LLC
By: Ritchie Associates, Inc., Manager

By:_____
Rob Ramseyer, Vice-President

Ritchie Development Corporation

By:_____
Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

NOTICE TO PUBLIC

THIS NOTICE made this 8th day of January, 2008, by Greenwich/4, LLC, a Kansas Limited Liability Company, and Ritchie Development Corporation, a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

WHEREAS, 29th St. N. is an unpaved arterial road and as a condition of approval by the Wichita Sedgwick County Planning Commission, the Declarant is desirous that restrictions involving connection from said subdivision to 29th St. N. be placed of record, and

WHEREAS, said subdivision presently has two access points to 127th St. E., and said 127th St. E. will be paved to a County road standard during development of the Woods North Addition.

NOW, THEREFORE, Declarant hereby declares that until such time as 29th St. N. is improved to a county standard or City of Wichita standard, there shall be no connection from the residential lots within Woods North Addition, Wichita, Sedgwick County, Kansas, to said 29th St. N.

This notice shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

This notice shall become null and void upon the improvement of 29th St. N. to a County road standard or a City of Wichita standard.

EXECUTED the day and year first written.

Greenwich/4, LLC
By: Ritchie Associates, Inc., Manager

By:_____
Rob Ramseyer, Vice-President

Ritchie Development Corporation

By:_____
Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of January, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice-President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **WOODRIDGE FROM THE SOUTH LINE OF THE PLAT, NORTH TO THE NORTH LINE OF LOT 29, BLOCK A; AND ON WOODSPRING, FROM THE EAST LINE OF WOODRIDGE, EAST TO THE EAST LINE OF THE PLAT AND ON DAVIN FROM THE NORTH LINE OF WOODSPRING, NORTH, EAST, NORTH AND WEST TO THE EAST LINE OF GARNETT; AND ON GARNETT FROM THE WEST LINE OF DAVIN, WEST, NORTH AND EAST TO THE WEST LINE OF DAVIN AND ON WOODBRIDGE CT. (LOTS 1 THROUGH 9, BLOCK D) FROM THE WEST LINE OF WOODBRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC; ON WOODRIDGE CT. (LOTS 10 THROUGH 17, BLOCK D) FROM THE WEST LINE OF WOODRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC; ON WOODRIDGE CT. (LOTS 18 THROUGH 27, BLOCK D) FROM THE WEST LINE OF WOODRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON WOODRIDGE AND WOODSPRING (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84651** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **WOODRIDGE FROM THE SOUTH LINE OF THE PLAT, NORTH TO THE NORTH LINE OF LOT 29, BLOCK A; AND ON WOODSPRING, FROM THE EAST LINE OF WOODRIDGE, EAST TO THE EAST LINE OF THE PLAT AND ON DAVIN FROM THE NORTH LINE OF WOODSPRING, NORTH, EAST, NORTH AND WEST TO THE EAST LINE OF GARNETT; AND ON GARNETT FROM THE WEST LINE OF DAVIN, WEST, NORTH AND EAST TO THE WEST LINE OF DAVIN AND ON WOODBRIDGE CT. (LOTS 1 THROUGH 9, BLOCK D) FROM THE WEST LINE OF WOODBRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC; ON WOODRIDGE CT. (LOTS 10 THROUGH 17, BLOCK D) FROM THE WEST LINE OF WOODRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC; ON WOODRIDGE CT. (LOTS 18 THROUGH**

27, BLOCK D) FROM THE WEST LINE OF WOODRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON WOODRIDGE AND WOODSPRING (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84651 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Woodridge from the south line of the plat, north to the north line of Lot 29, Block A; and on Woodspring, from the east line of Woodridge, east to the east line of the plat and on Davin from the north line of Woodspring, north, east, north and west to the east line of Garnett; and on Garnett from the west line of Davin, west, north and east to the west line of Davin and on Woodbridge Ct. (Lots 1 through 9, Block D) from the west line of Woodbridge, west to and including the cul-de-sac; on Woodridge Ct. (Lots 10 through 17, Block D) from the west line of Woodridge, west to and including the cul-de-sac; on Woodridge Ct. (Lots 18 through 27, Block D) from the west line of Woodridge, west to and including the cul-de-sac and that sidewalk be constructed on Woodridge and Woodspring (south of 29th St. North, west of 127th St. East) 472-84651.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Five Hundred Ninety-Nine Thousand Dollars ($599,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008** exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION

Lots 1 through 29, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 27, Block D

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 29, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; and Lots 1 through 27, Block D, WOODS NORTH ADDITION, shall each pay 1/69 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **27TH ST. NORTH, FROM THE EAST LINE OF THE PLAT, WEST TO THE EAST LINE OF WOODRIDGE; ON WOODRIDGE FROM THE NORTH LINE OF LOT 29, BLOCK A, NORTH TO THE WEST LINE OF 27TH ST. NORTH; ON EAGLE AND EAGLE CIRCLE FROM THE WEST LINE OF WOODRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC; ON GREENBRIAR, FROM THE EAST LINE OF EAGLE, NORTH AND EAST TO THE WEST LINE OF DAVIN; ON DAVIN, FROM THE NORTH LINE OF 27TH ST. NORTH, NORTH TO THE NORTH LINE OF THE PLAT; AND ON SHADOWRIDGE CIRCLE, FROM THE WEST LINE OF DAVIN, WEST TO AND INCLUDING THE CUL-DE-SAC AND ON 27TH CT. NORTH; FROM THE SOUTH LINE OF 27TH ST. NORTH, SOUTH TO AND INCLUDING THE CUL-DE-SAC; AND ON EAGLE COURT (LOTS 35 THROUGH 48, BLOCK D) FROM THE WEST LINE OF EAGLE COURT, SOUTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON ONE SIDE OF 27TH ST. NORTH, EAGLE, WOODRIDGE, GREENBRIAR AND DAVIN (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84652** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **27TH ST. NORTH, FROM THE EAST LINE OF THE PLAT, WEST TO THE EAST LINE OF WOODRIDGE; ON WOODRIDGE FROM THE NORTH LINE OF LOT 29, BLOCK A, NORTH TO THE WEST LINE OF 27TH ST. NORTH; ON EAGLE AND EAGLE CIRCLE FROM THE WEST LINE OF WOODRIDGE, WEST TO AND INCLUDING THE CUL-DE-SAC; ON GREENBRIAR, FROM THE EAST LINE OF EAGLE, NORTH AND EAST TO THE WEST LINE OF DAVIN; ON DAVIN, FROM THE NORTH LINE OF 27TH ST. NORTH, NORTH TO THE NORTH LINE OF THE PLAT; AND ON SHADOWRIDGE CIRCLE, FROM THE WEST LINE OF DAVIN, WEST TO AND INCLUDING THE CUL-DE-SAC AND ON 27TH CT. NORTH; FROM THE SOUTH LINE OF 27TH ST. NORTH,**

SOUTH TO AND INCLUDING THE CUL-DE-SAC; AND ON EAGLE COURT (LOTS 35 THROUGH 48, BLOCK D) FROM THE WEST LINE OF EAGLE COURT, SOUTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON ONE SIDE OF 27TH ST. NORTH, EAGLE, WOODRIDGE, GREENBRIAR AND DAVIN (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84652 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **27th St. North, from the east line of the plat, west to the east line of Woodridge; on Woodridge from the north line of Lot 29, Block A, north to the west line of 27th St. North; on Eagle and Eagle Circle from the west line of Woodridge, west to and including the cul-de-sac; on Greenbriar, from the east line of Eagle, north and east to the west line of Davin; on Davin, from the north line of 27th St. North, north to the north line of the plat; and on Shadowridge Circle, from the west line of Davin, west to and including the cul-de-sac and on 27th Ct. North; from the south line of 27th St. North, south to and including the cul-de-sac; and on Eagle Court (Lots 35 through 48, Block D) from the west line of Eagle Court, south to and including the cul-de-sac and that sidewalk be constructed on one side of 27th St. North, Eagle, Woodridge, Greenbriar and Davin (south of 29th St. North, west of 127th St. East) 472-84652.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Nine Hundred Seventy-One Thousand Dollars ($971,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008** exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION

Lots 30 through 46, Block A
Lots 28 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 46, Block A; Lots 28 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 1/108 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

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

_____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **127TH ST. EAST FROM THE EXISTING PAVEMENT NORTH TO THE NORTH LINE OF WOODSPRING (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84653** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **127TH ST. EAST FROM THE EXISTING PAVEMENT NORTH TO THE NORTH LINE OF WOODSPRING (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84653** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **127th St. East from the existing pavement north to the north line of Woodspring (south of 29th St. North, west of 127th St. East) 472-84653.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Forty-Eight Thousand Dollars ($48,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008** exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 46, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; Lots 1 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 1/177 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

SECTION 8. Be it further resolved that the above-described improvement is

hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **127TH ST. EAST FROM THE NORTH LINE OF WOODSPRING, NORTH TO THE NORTH LINE OF 27TH ST. NORTH (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84654** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **127TH ST. EAST FROM THE NORTH LINE OF WOODSPRING, NORTH TO THE NORTH LINE OF 27TH ST. NORTH (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84654** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **127th St. East from the north line of Woodspring, north to the north line of 27th St. North (south of 29th St. North, west of 127th St. East) 472-84654.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Sixty-One Thousand Dollars ($161,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008** exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 29, Block A, Lots 1 through 5, Block B, Lots 1 through 8, Block C, and Lots 1 through 27, Block D, WOODS NORTH ADDITION, shall each pay 117/16,473 of the total cost of the improvements; Lots 30 through 46, Block A, Lots 31 through 34, Block D, Lots 60 through 71, Block D, Lots 9 through 14, Block E, and Lots 1 through 12, Block F, WOODS NORTH ADDITION shall each pay 156/16,473 of the total cost of the improvements; Lots 28 through 30, Block D, WOODS NORTH ADDITION, shall each pay 94/16,473 of the total cost of the improvements; and Lots 35 through 59, Block D, Lots 72 through 92, Block D, and Lots 1 through 8, Block E, WOODS NORTH ADDITION, shall each pay 3/16,473 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 26, FOUR MILE CREEK SEWER AND MAIN 26, FOUR MILE CREEK SEWER (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84485** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 26, FOUR MILE CREEK SEWER AND MAIN 26, FOUR MILE CREEK SEWER (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84485** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 1, Main 26, Four Mile Creek Sewer and Main 26, Four Mile Creek Sewer (south of 29th St. North, west of 127th St. East) 468-84485.**

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

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Four Hundred Twenty-Four Thousand Dollars ($424,000)**, exclusive of the cost of interest on borrowed money, with **90.68** percent payable by the improvement district and **9.32** percent to the total cost payable by the City of Wichita from Water and Sewer Department Sewer Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Forty-Four Thousand Four Hundred Seventy-Four Dollars ($44,474).

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

WOODS NORTH ADDITION
Lots 1 through 29, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 30, Block D

GREENWICH BUSINESS CENTER ADDITION
Lots 3 and 4, Block 2
Lots 1 through 15, Bock 3
Lots 1 through 3, Block 4

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 29, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; and Lots 1 through 30, Block D, WOODS NORTH ADDITION, shall each pay 14/1048 of the total cost of the improvements; Lots 3 and 4, Block 2; Lots 1 through 15, Bock 3; and Lots 1 through 3, Block 4, GREENWICH BUSINESS CENTER ADDITION, shall each pay 2/1048 of the total cost of the improvements.

That the method of assessment of all costs of the sanitary sewer main benefit fee for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 29, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; and Lots 1 through 30, Block D, WOODS NORTH ADDITION, shall each pay 1/72 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 27, FOUR MILE CREEK SEWER AND MAIN 27, FOUR MILE CREEK SEWER (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84486** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 27, FOUR MILE CREEK SEWER AND MAIN 27, FOUR MILE CREEK SEWER (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84486** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 1, Main 27, Four Mile Creek Sewer and Main 27, Four Mile Creek Sewer (south of 29th St. North, west of 127th St. East) 468-84486.**

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

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Five Hundred Thirty-Two Thousand Dollars ($532,000)**, exclusive of the cost of interest on borrowed money, with **90.62** percent payable by the improvement district and **9.38** percent to the total cost payable by the City of Wichita from Water and Sewer Department Sewer Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Sixty-Four Thousand Four Hundred Eight Dollars ($64,408).

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

WOODS NORTH ADDITION
Lots 30 through 46, Block A
Lots 31 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

GREENWICH BUSINESS CENTER ADDITION
Lots 3 and 4, Block 2
Lots 1 through 15, Bock 3
Lots 1 through 3, Block 4

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 46, Block A; Lots 31 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 8/880 of the total cost of the improvements; Lots 3 and 4, Block 2; Lots 1 through 15, Bock 3; and Lots 1 through 3, Block 4, GREENWICH BUSINESS CENTER ADDITION, shall each pay 2/880 of the total cost of the improvements.

That the method of assessment of all costs of the sanitary sewer main benefit fee for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 46, Block A; Lots 31 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 1/105 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 346 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84487** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 346 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84487** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 346 (south of 29th St. North, west of 127th St. East) 468-84487.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eight Hundred Twenty-Two Thousand Dollars ($822,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION
Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 34, Block D
Lots 60 through 71, Block D
Lots 9 through 14, Block E
Lots 1 through 12, Block F

GREENWICH BUSINESS PARK ADDITION
Lots 3 and 4, Block 2
Lots 1 through 15, Block 3
Lots 1 through 3, Block 4

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 46, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; Lots 1 through 34, Block D; Lots 60 through 71, Block D; Lots 9 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 4/512 of the total cost of the improvements; and Lots 3 and 4, Block 2; Lots 1 through 15, Block 3; and Lots 1 through 3, Block 4, GREENWICH BUSINESS PARK ADDITION, shall each pay 1/512 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 347 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84488** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 347 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 468-84488** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 347 (south of 29th St. North, west of 127th St. East) 468-84488.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Forty-Six Thousand Dollars ($446,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION
Lots 35 through 59, Block D
Lots 72 through 92, Block D
Lots 1 through 8, Block E

GREENWICH BUSINESS PARK ADDITION
Lots 3 and 4, Block 2
Lots 1 through 15, Block 3
Lots 1 through 3, Block 4

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 35 through 59, Block D; Lots 72 through 92, Block D; and Lots 1 through 8, Block E, WOODS NORTH ADDITION, shall each pay 8/452 of the total cost of the improvements; and Lots 3 and 4, Block 2; Lots 1 through 15, Block 3; and Lots 1 through 3, Block 4, GREENWICH BUSINESS PARK ADDITION, shall each pay 1/452 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90363 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90363 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90363 (south of 29th St. North, west of 127th St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Seventy-Eight Thousand Dollars ($178,000)** exclusive of the cost of interest on borrowed money, with **62.02** percent of the total cost payable by the improvement district and **37.98** percent of the total cost payable by the City of Wichita from Water Department Water Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION
Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 46, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; Lots 1 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 1/177 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90364 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90364 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90364 (south of 29th St. North, west of 127th St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fifty-Eight Thousand Dollars ($158,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION
Lots 1 through 29, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 27, Block D

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 29, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; and Lots 1 through 27, Block D, WOODS NORTH ADDITION, shall each pay 1/69 of the total cost of the improvements.

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90365 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90365 (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90365 (south of 29th St. North, west of 127th St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Thirty-Nine Thousand Dollars ($239,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2008**, exclusive of the costs of temporary financing.

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

WOODS NORTH ADDITION
Lots 30 through 46, Block A
Lots 28 through 92, Block D
Lots 1 through14, Block E
Lots 1 through 12, Block F

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 46, Block A; Lots 28 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 1/108 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-99 -- Plat of Woods North Addition located on the southwest corner of 127th Street East and 29th Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (14-0)

Background: This site, consisting of 179 lots on 78.86 acres, 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 sewer, water, paving and drainage improvements. Restrictive Covenants have been submitted to provide for the ownership and maintenance of the proposed reserves being platted and to provide four off-street parking spaces per dwelling unit on each lot that abuts a 32 or 58-foot street. Since narrow street rights-of-way with adjacent 15-foot street drainage and utility easements will be platted, a Restrictive Covenant has also been submitted outlining restrictions for lot-owner use of these easements. A Notice to Public has been submitted that limits connection to 29th Street North until 29th Street is paved.

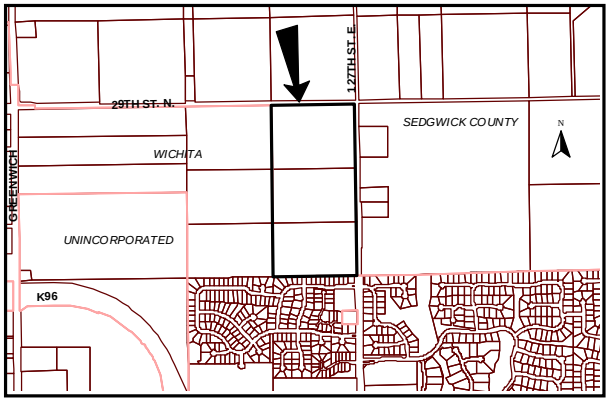
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenants and Notice to Public will be recorded with the Register of Deeds.

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


127TH ST. E.
29TH ST. N.
SEDGWICK COUNTY
N
WICHITA
GREENWICH
UNINCORPORATED
K96

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Stephen G. Miller, president of JBC Investments, Inc., owner of Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Distribution System

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 10th day of January, 2008.

JBC Investments, Inc.

Stephen G. Miller, president

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 10th day of January 2008, by Stephen G. Miller, president, JBC Investments, Inc., owner of Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp MILDRED E. FRANZ NOTARY PUBLIC STATE OF KANSAS

Mildred E. Franz, Notary Public
(signature of notary officer)

My appointment expires: 02-13-2011 20_____.

RESTRICTIVE COVENANT
(OFF STREET PARKING)

THIS DECLARATION made this 10th day of January, 2008, by Stephen G. Miller, president of JBC Investments, Inc., owner, Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

BRENTWOOD SOUTH 3RD ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the Declarant in connection therewith desires that restrictions involving off-street parking be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following described residential Lots shall provide four (4) off-street parking spaces per dwelling unity on each Lot.

Lot 1, Block 1; Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

JBC Investments, Inc.

Stephen G. Miller, president

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 10th day of January, 2008, by Stephen G. Miller, president, JBC Investments, Inc., owner of Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Notary Public

My Appointment expires: 02-13-2011

RESTRICTIVE COVENANT
(RESIDENTIAL DEVELOPMENT)

THIS DECLARATION made this 10th day of January, 2008, by Stephen G. Miller, president of JBC Investments, Inc., owner, Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

BRENTWOOD SOUTH 3RD ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, as a part of the platting process, a requirement have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department to limit the type of development of the site.

NOW THEREFORE Declarant hereby declares and covenants that Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas to be limited to residential development.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

JBC Investments, Inc.

Stephen G. Miller, president

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 10th day of January, 2008, by Stephen G. Miller, president, JBC Investments, Inc., owner of Brentwood South 3rd Addition, Wichita, Sedgwick County, Kansas.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public

My Appointment expires: 02-13-2011

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **GOEBEL CIRCLE, FROM THE NORTH LINE OF PAWNEE TO AND INCLUDING THE CUL-DE-SAC (EAST OF WEBB, NORTH OF PAWNEE) 472-84656** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **GOEBEL CIRCLE, FROM THE NORTH LINE OF PAWNEE TO AND INCLUDING THE CUL-DE-SAC (EAST OF WEBB, NORTH OF PAWNEE) 472-84656** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Goebel Circle, from the north line of Pawnee to and including the cul-de-sac (east of Webb, north of Pawnee) 472-84656.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Two Hundred Thirty-Three Thousand Dollars ($233,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008** exclusive of the costs of temporary financing.

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

BRENTWOOD SOUTH 3RD ADDITION
Lot 1, Block 1

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, BRENTWOOD SOUTH 3RD ADDITION, shall pay the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 409, FOUR MILE CREEK SEWER (EAST OF WEBB, NORTH OF PAWNEE) 468-84492** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 409, FOUR MILE CREEK SEWER (EAST OF WEBB, NORTH OF PAWNEE) 468-84492** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 409, Four Mile Creek Sewer (east of Webb, north of Pawnee) 468-84492.**

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

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Seventy-Seven Thousand Dollars ($77,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

BRENTWOOD SOUTH 3RD ADDITION
Lot 1, Block 1

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, BRENTWOOD SOUTH 3RD ADDITION, shall pay the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90368 (EAST OF WEBB, NORTH OF PAWNEE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90368 (EAST OF WEBB, NORTH OF PAWNEE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90368 (east of Webb, north of Pawnee).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-Three Thousand Dollars ($43,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

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

BRENTWOOD SOUTH 3RD ADDITION

Lot 1, Block 1

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, BRENT WOOD SOUTH 3RD ADDITION, shall pay the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-103 -- Plat of Brentwood South 3rd Addition located east of Webb Road and on the north side of Pawnee. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (14-0)

Background: This site, consisting of one lot on 5.68 acres, is a replat of a portion of Brentwood South 2nd Addition. This site is located within Wichita's city limits and is zoned "LC" Limited Commerical District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for street, sewer and water improvements. Restrictive Covenants have been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street and to restrict the site to residential development.

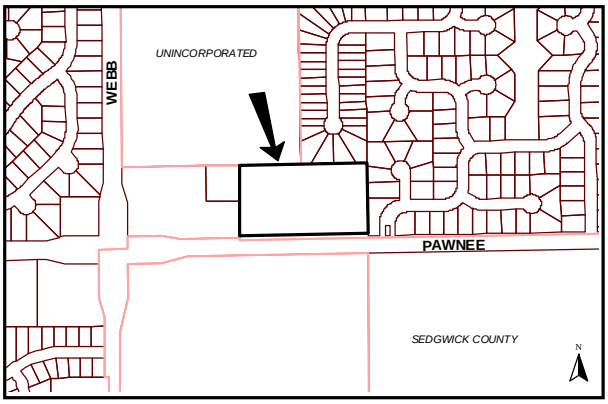
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

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

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



City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: VAC2007-00033-Request to vacate a portion of platted street right-of-way. Generally located southwest of the Lincoln Street and Bluff Avenue intersection. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting vacation of an unimproved, dead end, 30 foot, half street stub (minimum 182 feet long) of Bluff Avenue right-of-way (ROW), which appears to be left over from the platting of the Sisters of Saint Joseph Second Addition; recorded with the Register of Deeds on May 23, 1975. The Sisters of Saint Joseph Second Addition incorporated some of the University Hill 2nd Addition (recorded on February 12, 1887) into its plat. The subject portion of Bluff was dedicated on the University Hill 2nd Addition, as Fees Avenue. The applicant owns all abutting properties and has a private drive in the subject ROW, which the ROW more closely resembles and functions as. There are no water, sewer lines or manholes in the ROW. Westar has utilities in the described portion of the ROW.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

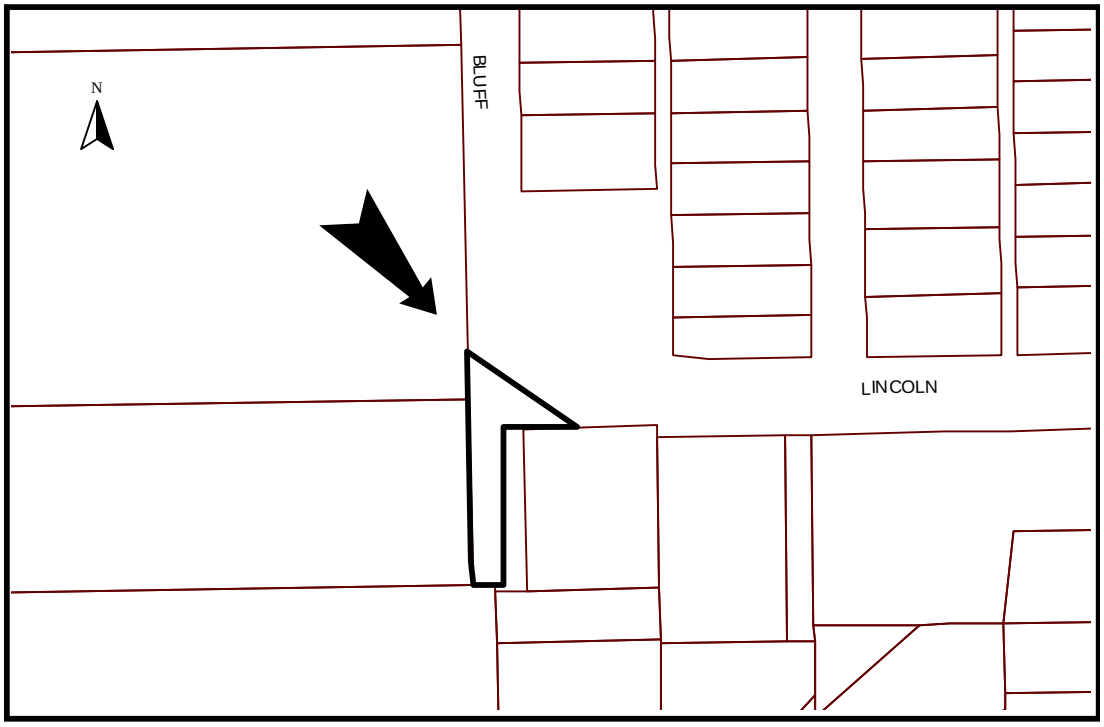
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and a utility easement dedicated by separate instrument will be recorded with the Register of Deeds.

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

Attachments: A utility easement dedicated by separate instrument.


N
BLUFF
LINCOLN

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: VAC2007-00039 Request to vacate a portion of a platted front setback. Generally located on the northwest corner of Maple Street and Doris Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the platted 30 foot front setback that runs parallel to Doris Street on Lot 11, Block D, Westbreeze Second Addition. The zoning of the subject site is "SF-5," Single-family Residential. The Unified Zoning Code (UZC) requires a minimum of a 25 foot front yard setback for the "SF-5" zoning district. There are no utilities, manholes, water or sewer lines located in the described portion of the platted setback. The Westbreeze Second Addition was recorded with the Register of Deeds on May 22, 1950.

Analysis: The MAPC voted (14-0) to approve the vacation request. There were two individuals that protested the request at the Subdivision Committee meeting; however, Subdivision approved (5-0) the vacation request. The same two individuals protested the request at the MAPC meeting. Their issues at both meetings included the size of the houses going on the lots, possible off-street parking and how the development of the property would impact the neighborhood, considering that the proposed houses would extend 10 feet beyond the rest of the homes in the subdivision. The applicant agreed to vacate no more than the UZC's 25 foot minimum for the "SF-5" zoning district, which would mean the houses on the development would extend no more than 5 feet beyond the other houses in the neighborhood. No written protests have been filed, although both individuals who protested at the MAPC and Subdivision meeting were advised that protest forms were available. Lot Split (SUB2003-108) and an Administrative Adjustment (BZA2007-72) for a 5% reduction of the lot size are associated with this case/property.

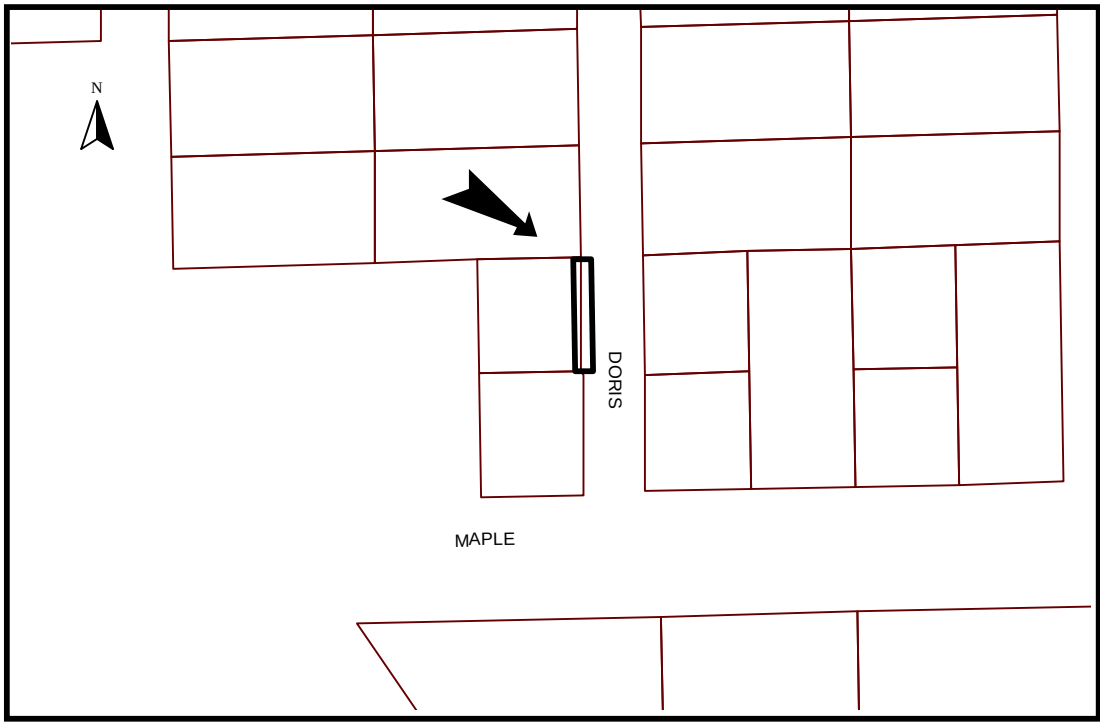
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

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

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

Attachments: None.


N
DORIS
MAPLE

City of Wichita
City Council Meeting
February 5, 2008

TO: Mayor and City Council

SUBJECT: VAC2007-00041 Request to vacate the restriction of uses in the plattor's text to allow signs in approved portions of the platted reserve. Generally located on the north side of Kellogg Street and west of Greenwich Road.
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting consideration for the vacation of the restriction of uses in the plattor's text in reference to Reserve A, the Golden Corral Addition. The applicant proposes to amend the text to allow signs within Reserve A. The uses that Reserve A have been set aside for include open space, landscaping, lakes, drainage purposes and utilities confined to easements. There are utility and drainage easements in the reserve. Water and sewer lines, utilities and manholes are confined to the easements located in the reserve. Per the plattor's text, Reserve A shall be owned and maintained by the owner of Lot 1, Block A, the Golden Corral Addition; this condition will remain. The site is located within the "Spring Branch Master Drainage Plan" and will require review by Storm Water for the placement of any signs proposed to be located within Reserve A. Currently, the applicant has approval from Strom Water (contingent upon approval of the vacation request) for one sign to be located within a portion of the reserve, as allowed by the "GC" General Commercial zoning district and the sign code. The Golden Corral Addition was recorded with the Register of Deeds on January 4, 2007.

Analysis: The MAPC voted (14-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

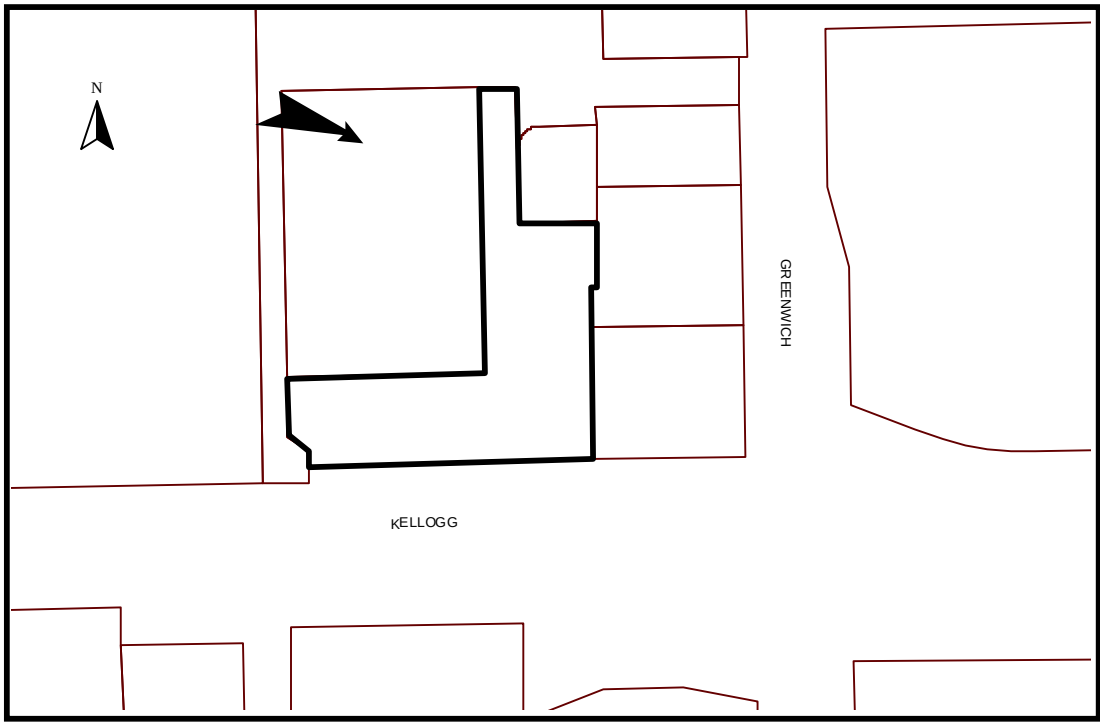
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

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

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

Attachments: None.


N
GREENWICH
KELLOGG

City of Wichita
City Council Meeting
February 5, 2008

TO: Wichita Airport Authority

SUBJECT: Avis Rent A Car System – Supplemental Agreement No. 4

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority currently leases 3.12 acres of land on Wichita Mid-Continent Airport to Avis Rent A Car System to accommodate a rental car service center to serve users of the airport. The 2008 annual land rent for the currently leased 3.12 acres is $23,345. The annual facility rent for the services center is $10,156. The agreement includes a provision for a right of first refusal to lease an additional 21,780 sq.ft. of land directly north and adjacent to the leased area. Avis is desirous of exercising that option at this time.

Analysis: The additional land area will afford Avis an opportunity to expand its current operations in order to better serve its customers.

Financial Considerations: Land rent is established per Wichita Airport Authority policy. Land rent for the additional area will be $6,276 the first year, and will increase 5% each year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements that allow the Airport to continue its operation on a self-sustaining basis.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 4 and authorize the necessary signatures.

Attachments: Two original signature copies and twelve distribution copies of the Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 4

By and Between

THE WICHITA AIRPORT AUTHORITY

And

AVIS RENT A CAR SYSTEM, LLC

For

Use Of Land – Wichita Mid-Continent Airport

This SUPPLEMENTAL AGREEMENT NO. 4, made and entered into this February 5, 2008 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and AVIS RENT A CAR SYSTEM, LLC., hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Agreement dated May 20, 1985 for use of land on Wichita Mid-Continent Airport; Supplemental Agreement No. 1 dated January 19, 1999 for the purpose of increasing the leased premises; and Supplemental Agreement No. 2 dated December 20, 2005 for the purpose of exercising a ten-year renewal option and incorporating facility rentals and Supplemental Agreement No. 3 dated May 22, 2007 for the purpose of leasing additional land, and

WHEREAS, the parties hereto are now desirous of further amending the Agreement to allow Lessee to exercise its right of first refusal to lease additional land.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Term

The term of this Supplemental Agreement No. 4 shall commence January 4, 2008, which is the date Lessee elected to exercise the right of first refusal granted in Paragraph 3 of Supplemental Agreement No. 3, to lease an additional 21,780 sq.ft. of land adjacent to its existing leasehold,.

2. Rental

It is understood and agreed that during the term of this Supplemental Agreement, land rent for the land area reflected on Exhibit "A", dated January 17, 2008, attached hereto and made a part hereof, containing approximately 21,780 square feet, shall be as follows:

Years	Rate/Sq.Ft.	Annual	Monthly
01/04/08 – 04/30/08	$.2788	$1,975.02*	$506.02
05/01/08 – 04/30/09	$.2927	$6,375.01	$531.25
05/01/09 – 04/30/10	$.3073	$6,692.99	$557.75
05/01/10 – 04/30/11	$.3227	$7,028.41	$585.70
05/01/11 – 04/30/12	$.3388	$7,379.06	$614.92
05/01/12 – 04/30/13	$.3557	$7,747.15	$645.60
05/01/13 – 04/30/14	$.3735	$8,134.83	$677.70
05/01/14 – 11/30/14	$.3922	$4,982.88*	$711.84

*Partial Year

3. Other Terms

It is understood and agreed that except as modified herein, all of the other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By_____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, A.A.E.,
Director of Airports

ATTEST:

AVIS RENT A CAR SYSTEM, LLC

By _____

Title _____

By _____

Title _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

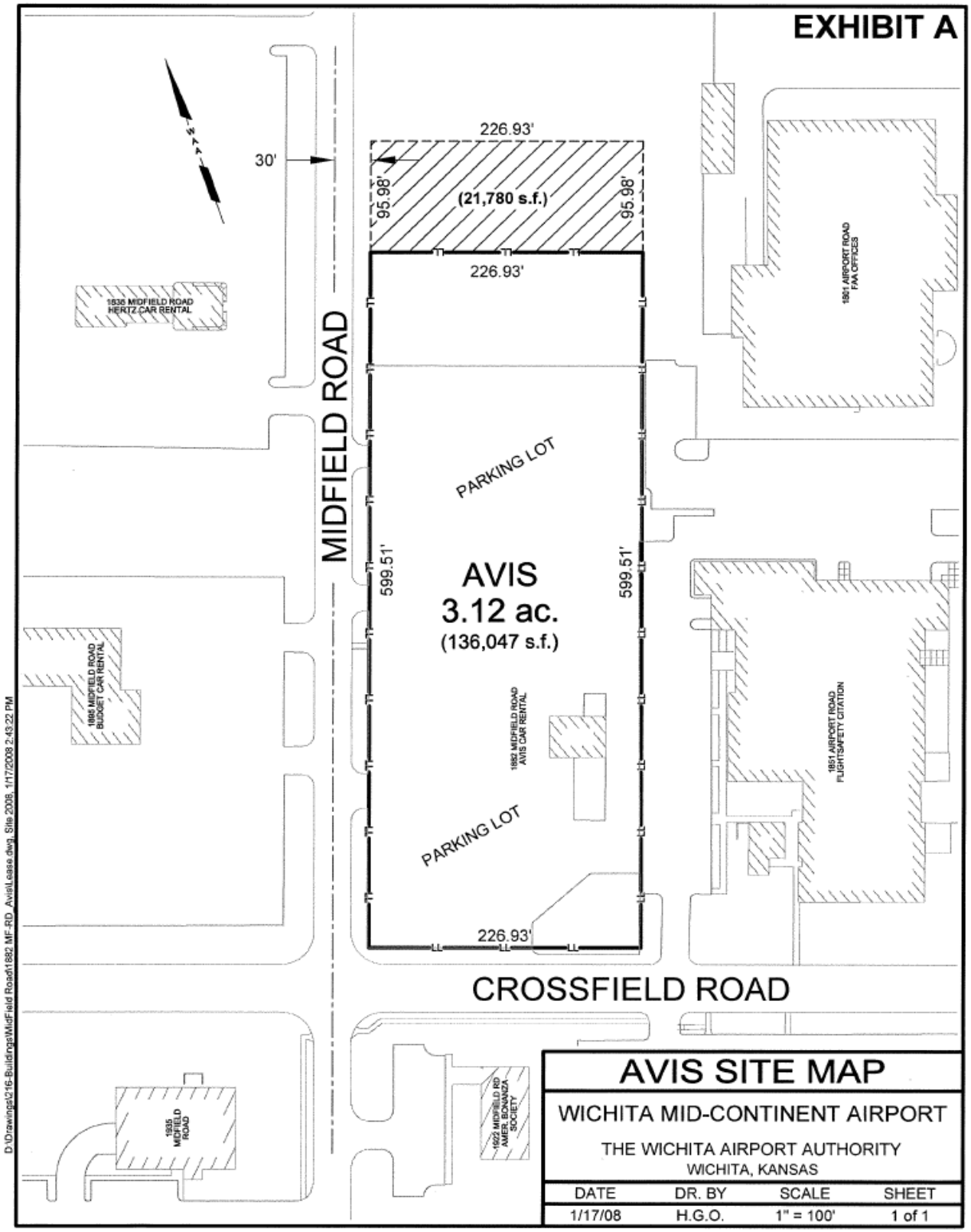


EXHIBIT A
226.93'
30'
95.98'
(21,780 s.f.)
95.98'
226.93'
1836 MIDFIELD ROAD
HERTZ CAR RENTAL
1801 AIRPORT ROAD
FAA OFFICES
MIDFIELD ROAD
PARKING LOT
599.51'
AVIS
3.12 ac.
(136,047 s.f.)
599.51'
1885 MIDFIELD ROAD
BUDGET CAR RENTAL
1882 MIDFIELD ROAD
AVIS CAR RENTAL
1851 AIRPORT ROAD
FLIGHTSAFETY CITATION
PARKING LOT
226.93'
CROSSFIELD ROAD
1935
MIDFIELD
ROAD
1922 MIDFIELD RD
AMER. BONANZA
SOCIETY
AVIS SITE MAP
WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
DATE
DR. BY
SCALE
SHEET
1/17/08
H.G.O.
1" = 100'
1 of 1
D:\Drawings\216-Buildings\MidField Road\1882 MF-RD_Avis\Lease.dwg, Site 2008, 1/17/2008 2:43:22 PM

Agenda Item No. 61.

City of Wichita
City Council Meeting
February 5, 2008

TO: Wichita Airport Authority

SUBJECT: Airfield Grounds Maintenance Services
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (consent)

Recommendation: Approve the contract.

Background: Requests for Proposals (RFPs) were accepted by the City of Wichita Purchasing Manager for the provision of airfield ground maintenance services in secure areas on Wichita Mid-Continent Airport. The term of the contract will be for three years commencing January 1, 2008, and allows for two, one-year options. Five firms responded to the RFP.

Analysis: The Staff Screening and Selection Committee heard presentations from each of the five companies. FAB Mowing, whose RFP submittal met all of the requirements, was selected based on the highest unanimous ranking of the selection committee.

Financial Considerations: The proposal submitted by FAB Mowing includes a not to exceed amount of $13.49 per acre for mowing, $11.00 per acre for herbicide spraying, and $24.84 per acre for fertilizer. Work performed will be at the request of Airport staff. Funds in the amount of $45,200 for this service are included in the airport budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through providing services which enhance the appearance and safety of the Airport for users of Mid-Continent Airport.

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

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

Attachments: Two original signature copies and twelve distribution copies of the contract.

AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

and

FAB MOWING

for

Airfield Grounds Maintenance Services
Wichita Mid-Continent Airport

THIS AGREEMENT, made and entered into this February 5, 2008, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the AUTHORITY; and FAB MOWING, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the Authority is desirous of providing Airfield grounds maintenance services on Wichita Mid-Continent Airport; and

WHEREAS, the Contractor is willing to provide such services on an independent contractor basis;

NOW THEREFORE, for and in consideration as hereinafter set out, it is agreed by both parties as follows:

1. **Responsibilities**. Contractor shall provide grounds maintenance services on Wichita Mid-Continent Airport, Wichita, Kansas, as specified in EXHIBITS "A", and "B", attached hereto and made a part hereof. All services will be in accordance with terms and conditions set forth herein.

In such cases where the maintenance of areas is rendered temporarily unsafe or inaccessible due to construction, utility work, or other such temporary complications which may occur due to no fault of the Contractor, then the Authority, at its option, may temporarily remove or modify such areas to be serviced by the Contractor until such time as affected areas are deemed safe and accessible.

2. **Term.** The term of this Agreement shall be for three (3) years, commencing January l, 2008 and terminating December 31, 2010. This Agreement may be extended for two (2) additional one-year terms, subject to renegotiation of fees, and upon the approval of both the Authority and the Contractor. Such extension(s) must be in place no less than ninety (90) days before the end of this original Agreement.

3. **Cancellation**. Either party may terminate this Agreement without cause by giving forty-five (45) days notice in writing to the addresses of notice provided herein. The Authority may immediately terminate this Agreement with cause for unsatisfactory performance or other breach of the provisions of this Agreement, after Contractor's failure to satisfactorily remedy such breach after ten (10) days written notice. The Authority may immediately terminate the Agreement with cause without the ten (10) days notice upon the Authority's determination that such immediate termination is necessary for the protection of property or in the interests of public safety or welfare.

4. **Payment to Contractor**. Contractor agrees to provide services of grass mowing as outlined in this Agreement on a per acre/per mowing basis, for an amount not to exceed $13.49 per acre/per mowing. Contractor agrees to provide services of fertilizer distributed as outlined in this Agreement, on a per acre basis, for an amount not to exceed $24.84 per acre. Contractor agrees to provide services of broadleaf herbicide (Grazon) as outlined in this Agreement, on a per acre basis, for an amount not to exceed $11.00 per acre. With ten (10) days advance written notice, the Authority shall have the right throughout the term of this Agreement to add or subtract areas to be serviced and/or increase or decrease service frequency. The cost to the Authority of such modification of services provided by the Contractor shall be negotiated on a case-by-case basis, and as mutually agreed upon by both parties.

Payment shall be approved upon receipt of a signed work-completed statement as specified under Paragraph 6, proper invoice from the Contractor, and compliance with other conditions set forth in the following paragraph.

5. **Representation**. It is understood and agreed that Contractor shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. Contractor is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

   All persons providing grounds maintenance services pursuant to this Agreement shall represent themselves as representatives of an independent contractor. Under no circumstances shall any grounds maintenance personnel represent themselves as employees or agents of any air carrier or the Authority. Any person providing grounds maintenance services is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

6. **Inspection/Reporting.** Authority's authorized representative(s) will be designated at the beginning of the Agreement for the purpose of determining acceptability of the grounds maintenance services performed. The Authority's representative(s) shall also be responsible to act on the Authority's behalf in responding to Contractor's concerns, complaints, or other issues that may arise associated with the scope of services performed. Periodic inspections may be conducted by the Authority to ensure compliance with the Agreement. The contractor must have the Authority's approval (on site) prior to use of fertilizer and herbicide to verified content, weight and condition of material to be used. Should the Contractor fail to perform any substantial portion of the work, the Authority may, at its option, withhold payment until such time that the work is satisfactorily completed. Contractor shall be required to make any improvements in maintenance services as are reasonably required by Authority.

   In the event the Contractor fails to provide services as specified in this Agreement, the deficiencies noted will be called to the attention of the Contractor, and when so directed, must be remedied at the direction of, and within the time period specified by the Authority depending

on the deficiency. If such deficiency is not remedied within the specified time period, the Authority may perform the necessary service at the Contractor's expense.

Upon demand, and at the Authority's option, the Authority's authorized representative shall be notified when any work related to maintenance services commences, and upon completion of such work on a daily basis. If work is to be interrupted and not completed on a continuing daily basis once commenced, this shall be reported, as well as the length of the delay anticipated.

Upon completion of work on a weekly basis, the Contractor shall submit the weekly work completed statement to the Authority's representative. Failure to submit the required statement, with signature, at the end of each workweek may result in non-payment or delayed payment to the Contractor.

7. **Contractor to Furnish**. Contractor shall furnish, for the amount specified under Paragraph 4, all necessary labor, materials, supplies, and equipment required in the performance of grounds maintenance services as set forth herein.

8. **Damages**. Any damage or loss to the facilities that can be directly attributed to the work performed by the Contractor under this Agreement shall be the responsibility of the Contractor. The Authority may, at its option, replace or repair such damage or loss, and reduce its payments to the Contractor by an equal amount.

9. **Rules and Regulations**. Contractor agrees to abide by all rules and regulations promulgated by the Authority, and deemed necessary in connection with prudent airport operations and safety.

10. **Bid Documents**. It is understood that all bid documents received by the Contractor for this project are hereby incorporated into this Agreement by reference.

11. **Indemnity**. Contractor shall protect, defend and hold Authority and the City of Wichita, and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any

nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of Wichita Mid-Continent Airport by Contractor or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Authority. The Authority shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Authority in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this agreement.

Authority and the City of Wichita shall be held harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration and/or Authority's security rules or regulations caused by the Contractor, its agents or employees, that occur on Wichita Mid-Continent Airport, except to the extent caused by Authority. In the event the Federal Aviation Administration or Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to Authority or Contractor or their agents or employees, the penalty shall be paid by the Contractor, provided, however, that nothing herein shall prevent the Contractor from contesting the legality, validity or application of such fine or penalty to the full extent Contractor may be lawfully entitled so to do.

12. **Insurance**. Contractor agrees to maintain in effect during the term of this Agreement the following insurance:

    1. General Liability - Bodily Injury Liability
       $1,000,000 Each Occurrence
       $1,000,000 Aggregate

       Property Damage Liability
       $1,000,000 Each Occurrence
       $1,000,000 Aggregate

       or

       Bodily Injury and Property Damage Liability (CSL)
       $1,000,000 Each Occurrence
       $1,000,000 Aggregate
    2. Automobile Liability - Comprehensive Form, including all owned, hired and non-owned vehicles, with minimum limits for:

Bodily Injury - $1,000,000 Each Accident
Property Damage - $1,000,000 Each Accident

or

Bodily Injury and Property Damage (CSL)
$1,000,000 Each Accident

3. Workers' Compensation/Employers Liability – For minimum statutory limits.

A Certificate of Insurance shall be provided to the Authority prior to the commencement of any work under this Agreement, naming the Wichita Airport Authority and the City of Wichita as additional insured as it relates to the general liability policy. The Certificate must also state that the Authority will be given thirty (30) days prior written notice of cancellation.

13. **Non-discrimination EEO/AAP**. The Contractor shall not discriminate on the grounds of race, color, sex, religion, national origin, ancestry, handicap, marital status, Vietnam era veteran or disabled veteran, and age except where age is a bona fide occupational qualification, in its operations or services. The Contractor shall not discriminate or permit discrimination against any person or groups of persons in violation of any federal, state or local laws, or of Part 21 of the Regulations of the Office of the United States Department of Transportation (49 CFR 21). The contractor, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the nondiscrimination requirements of the City of Wichita, Kansas, as set out in Exhibit "C", attached hereto and incorporated herein by reference. The Authority reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by

this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Authority that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

14. **Assignment**. Contractor shall not assign this Agreement without the written consent of Authority. Any such assignment or attempt thereat without such consent shall be void, and shall, at the option of the Authority, terminate this Agreement.

15. **Notices**. Notices to Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
P.O. Box 9130
Wichita, Kansas 67277-0130.

Notices to Contractor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

FAB Mowing
8231 West 55 Street
Clearwater, Kansas 67026

or to such other respective addresses as the parties may designate in writing from time to time.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By direction of the Wichita Airport Authority

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"AUTHORITY"

By _____
Victor D. White, Director of Airports

ATTEST:

FAB MOWING

By _____

By _____

Title _____

By _____
"CONTRACTOR"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT A

GROUNDS MAINTENANCE SPECIFICATIONS

These specifications set forth the requirements for work that shall consist of furnishing and distributing fertilizer, mowing and grounds maintenance to be provided at Wichita Mid-Continent Airport, Wichita, Kansas, between the period of January 1 and December 31 throughout the term of this Agreement.

1. GENERAL INFORMATION

A. Scope

Areas for which grounds maintenance services are to be performed is owned by the Wichita Airport Authority. The Authority has chosen to contract with an outside company to provide grass planting, mowing, and grounds maintenance services as further defined in this EXHIBIT "A" in the general area located on and near Wichita Mid-Continent Airport as reflected in EXHIBIT "B".

The Contractor shall provide all labor, materials, supplies and equipment necessary to perform the services described herein. The work schedule will be jointly agreed upon by the Authority and the Contractor, but is expected to be Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m.

B. Contractor Personnel and Property

The Contractor shall arrange for adequate supervision of work to be performed under this Agreement, and shall provide, in writing, a list of all authorized personnel as well as proposed work schedule. The schedule shall include start, finish, and break times (if any). A supervisor must be on duty at any time work is being performed under this Agreement. For the purposes of this Agreement, a "supervisor" is defined as any employee of the Contractor designated as being authorized by his or her employer to act as supervisor, foreman or lead worker, who is responsible for work tasks to be performed, and shall have the authority to respond quickly to problems, complaints or other issues which may arise regarding services to be performed under this Agreement. The Contractor shall provide 24-hour phone and/or pager numbers of

supervisory and management personnel that is assigned to this contract. If required by the Authority, Contractor's personnel may be required to display, on the outside garment, an Authority-issued identification badge.

The Contractor shall not employ persons for work under this Agreement if such employee is identified to the Contractor by the Authority as a potential threat to the health, safety, security, and general well being of the public or airport patronage. Contractor personnel shall present a neat appearance (reasonable to the nature of work performed), and be easily recognized as Contractor's employees. This shall be accomplished by wearing distinctive clothing bearing the name of the company and/or company logo. Such clothing shall be furnished by the Contractor. Contractor's personnel shall remain fully dressed while performing work under this Agreement.

C. Contractor Storage

There is no on-site storage to be provided to the Contractor by the Authority for the storage or service of materials, supplies, and equipment.

D. Safety and General Operating Instructions

All equipment owned and/or utilized by the Contractor shall be properly identified and maintained in a safe, sightly and usable condition at all times. Contractor's auto vehicles shall be properly identified, and at a minimum, prominently display the company name and/or logo. The Authority shall have the right to stop the Contractor's use of unsafe, hazardous or unsightly equipment. The Authority shall have the right to require the Contractor to repair or replace hazardous or unsightly equipment. The Contractor shall perform the work in a manner that does not create a safety hazard for Contractor's employees, Authority's employees, airport tenants, or the public, and shall warn users of temporary hazards.

The Contractor shall maintain, and make available for inspection by the Authority on demand, all material safety data sheets (MSDS) for chemicals classified as hazardous materials used under this Agreement.

E. Work Schedule

After Contract award, but prior to the commencement of work, a conference will be held with representatives of the Authority and the Contractor to discuss contractual obligations,

procedures and work scheduling. The Contractor shall propose specific dates for the ongoing completion of each item of work. Upon approval of the Authority, this schedule must be adhered to by the Contractor and may be changed only by mutual agreement of both parties.

F. Inspections and Deficiencies

Authority's authorized representative(s) will be designated at the beginning of the Agreement for the purpose of determining acceptability of the grounds maintenance services performed. The Authority's representative(s) shall also be responsible to act on the Authority's behalf in responding to Contractor's concerns, complaints, or other issues that may arise associated with the scope of services performed. Periodic inspections may be conducted by the Authority to ensure compliance with the Agreement.

2. DEFINITIONS

As Required Work: Work to be performed at the request of the Authority.

Frequency/Performance: All work shall be done according to a mutually agreed time schedule, with approximately equal time intervals between work. Work is expected to be performed Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m.

Grass: Botanically, any plant of the Graminae family, which is characterized by narrow leaves with parallel veins. The leaves are composed of blade, sheath, and ligules. The plants have jointed stems, fibrous roots, and inconspicuous flowers usually arranged in spikelets. For purposes of this Agreement, the term "grass" is also used to mean all low-lying vegetation, including weeds that grow in lawns, grounds, and fields.

Grounds Maintenance: The agricultural maintenance practices required to provide disease and pest-free grasses having the appearance desired. This generally includes, but is not limited to mowing, trimming/edging, policing of debris, fertilizing, raking, and control of insects, diseases and weeds.

Grounds Maintenance Debris: Plant materials occurring naturally, or residue from grounds maintenance work. This material includes branches, limbs, clippings, cuttings, trimmings, pruning, leaves, etc.

Plants: Perennial plants, including trees, shrubs, vines, ground covers, and hedges.

Trash/Debris: Objects and litter that present obstacles to mowing and other grounds maintenance operations, or detract from good appearance of the grounds, including but not limited to paper, plastic, fallen trees or fallen tree limbs, cans, cardboard, wood, metal, rags and dead animals.

3. SPECIFIC TASKS

A. Spraying Herbicides

The Contractor shall be required to spray a broadleaf herbicide on 0 to 100 acres per year. The Authority may request all or only a limited amount of area(s) to be sprayed. All herbicide chemicals for weed control must be approved by the Authority in advance, at least 5 (five) working days. The amount used shall be to kill all unwanted weeds; past application has been Grazon at the rate of 32 ounces per acre with 32 ounces of surfacent/10gallons of water per acre. The Contractor shall follow all label requirements and not damage desirable plants. The area(s) that the herbicide is applied to shall not extend outside the area(s) under contract. The Contractor shall be responsible for any remedial actions or repairs as a result of runoff or erosion problems caused by use of the herbicide. The Contractor shall hold a valid State of Kansas license/certificate in pesticide/herbicide use/application. The Contractor is responsible for the proper and safe use of chemicals.

B. Fertilizer

The Contractor shall be required to fertilize 0 to 100 acres per year in area(s) in EXHIBIT "B". The amount of Nitrogen, Phosphorous, Potassium, and pounds per acre that will be required are 85 pounds of 46-0-0 and 15 pounds of 11-52-0. Fertilizer shall be distributed uniformly over the area(s). Fertilizer shall be of a commercial grade, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer shall be delivered to the site in bags

or other convenient containers, each fully labeled, conforming to the applicable State fertilizer laws, and bearing the same trade name or trademark analysis and warranty of the producer. Fertilizer shall be a solid or liquid and may be applied by broadcasting, drilling, spraying, or other equipment approved by the Authority. The Contractor shall provide to the Authority proof of content of fertilizer. The Authority and the Contractor shall renegotiation any cost increase of fertilizer material per acre each year of this agreement on or about 1 March. Cost increase for labor or equipment will not be part of the negotiation. The distributed of the material will be accomplish in April or May time frame of the same year.

C. Trash/Debris Pickup

Trash/debris pickup shall be conducted prior to all mowing operations. All trash/debris shall be transported and disposed of off of Authority property in an approved manner in accordance with City, County, and State law. Debris or policed materials or particles must be prevented from becoming airborne, and must be transported in covered vehicles or enclosed dumpster boxes. Burning of any material by the Contractor is prohibited.

D. Mowing grass

The Contractor shall mow grass areas identified in EXHIBIT "B" (Approximately 674 acres) on a required and directed basis only. Grass shall be cut to a uniform height between 5 and 5½ inches. The Authority may request all or only a limited area to be mowed. The Contractor shall be notified in writing five (5) calendar days in advance of mowing requirements. The Contractor shall have no more than Ten (10) calendar days to complete all mowing requirements (unless due to adverse weather conditions). If adverse weather conditions occur, the Contractor may request permission from the Authority for an extension. The mower equipment used shall be a rotary type mower with blades designed to prevent excessive grass clippings. Grass shall be cut and trimmed uniformly to the edges of buildings, trees, shrubs, fences, poles, hydrants, and other structures adjacent to or within grass area. Precautions will be taken to prevent scalping, uneven mowing, rutting by equipment, and damage to trees, shrubs and fence components. The Contractor shall repair or replace, within three (3) working days, all turf, shrubs, trees, signs, and other equipment, facilities or structures damaged during mowing operations. Ruts will be fill-in

as soon as weather permitting. Trash pickup will be conducted prior to mowing operations, the Contractor shall remove all debris.

4. BID AMOUNT

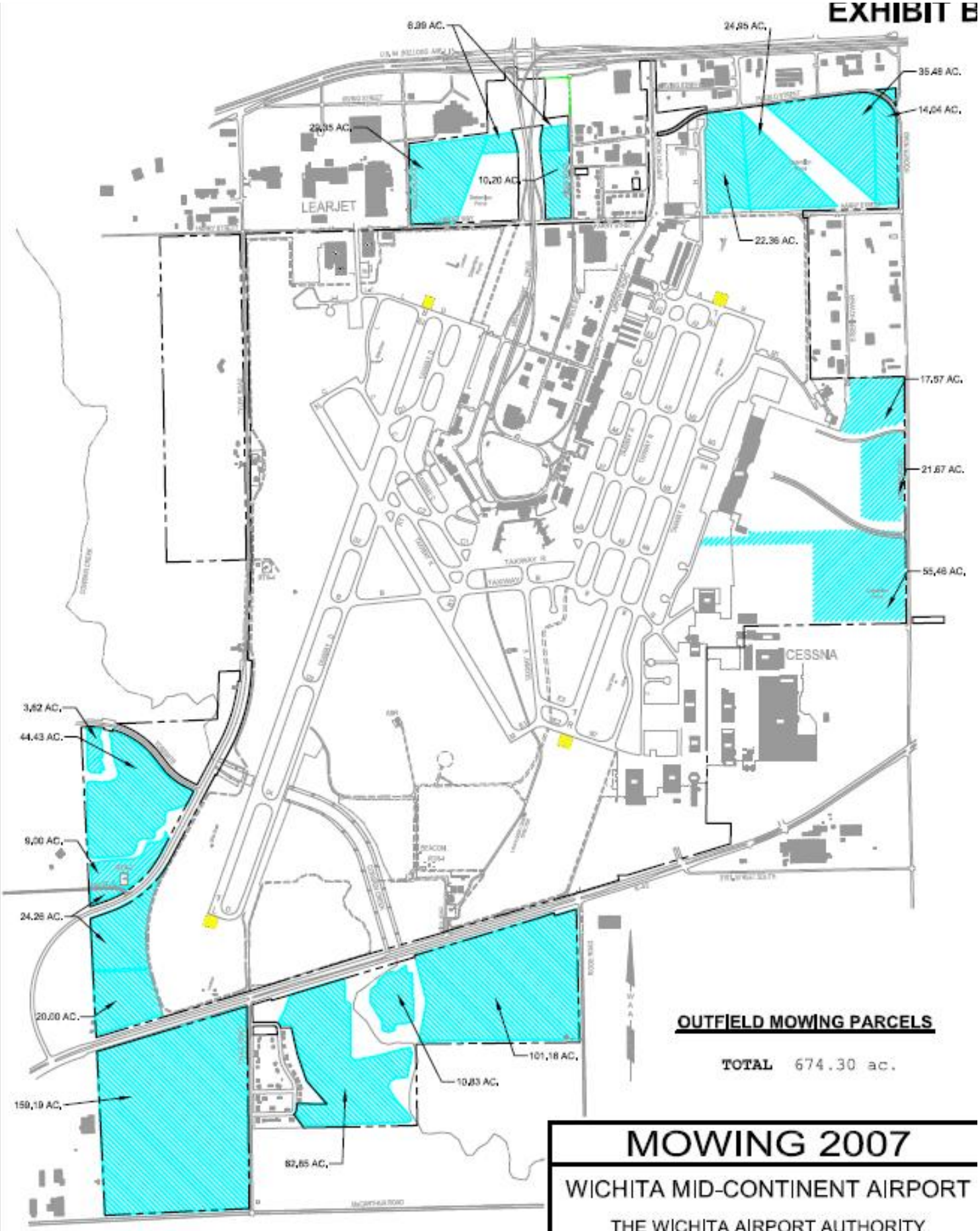
Provide a detailed bid amount for items including labor, materials, and equipment for providing the services outlined in these specifications:

(1) Mowing grass for approximately 674 acres, cost per acre, per mowing.

(2) Herbicides spraying cost per acre.

(3) Fertilize, labor and equipment cost per acre for year; 2008 only

EXHIBIT B



MOWING 2007

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/15/07	H.G.O.	1" = 2000'	1 of 1

EXHIBIT C

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
February 5, 2008

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport
Roof Rehabilitation
Change Order No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On February 28, 2007 the Wichita Airport Authority approved a contract with JB Turner & Sons Roofing for replacement of roofs on the existing Terminal and Concourse, 1801 Airport Road, 1955 Midfield Road and Building 1 at the South Yard.

Analysis: During work on the Terminal building, 1,000 sq. ft. of insulation was found to be damaged due to moisture. Consequently, it had to be replaced as well as the coverboard and roof membrane.

Financial Considerations: The change order amount of $7,690.00 is an increase to the original contracted amount of $562,033.00, representing an increase of approximately one percent for a total contract amount of $569,723.00. The increase is within the existing budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining Airport buildings that serve the aviation community.

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

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

Attachments: Five original signature copies and 12 distribution copies of the change order.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: 2006 Roof Replacement Program	**CHANGE ORDER NUMBER:** 001 **DATE:** December 10, 2007	OWNER: ☐ ARCHITECT: ☐
TO CONTRACTOR *(Name and address)*: JB Turner & Sons Roofing 3707 N. Topeka Street Wichita, KS 67219	**ARCHITECT'S PROJECT NUMBER:** 06173.00 **CONTRACT DATE:** February 28, 2007 **CONTRACT FOR:** General Construction	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
1. At the Terminal Building, remove 1,000 s.f. of wet insulation and install new insulation, coverboard and roof membrane. Total Add $7,690.00

The original Contract Sum was	$	562,033.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	562,033.00
The Contract Sum will be increased by this Change Order in the amount of	$	7,690.00
The new Contract Sum including this Change Order will be	$	569,723.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Howard & Helmer architects p.a.	JB Turner & Sons Roofing	Wichita Airport Authority
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
3500 N. Rock Road, Bldg. 500, Wichita, KS 67226	3707 N. Topeka Street, Wichita, KS 67219	2173 Air Cargo Road, Wichita, Kansas
ADDRESS	**ADDRESS**	**ADDRESS**
Rod Sondergard	John O'B	
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Rod Sondergard	John O'Bray	
(Typed name)	*(Typed name)*	*(Typed name)*
12/18/07	12/26/07	
DATE	**DATE**	**DATE**

Approved as to form
Gary E Rebenstorf

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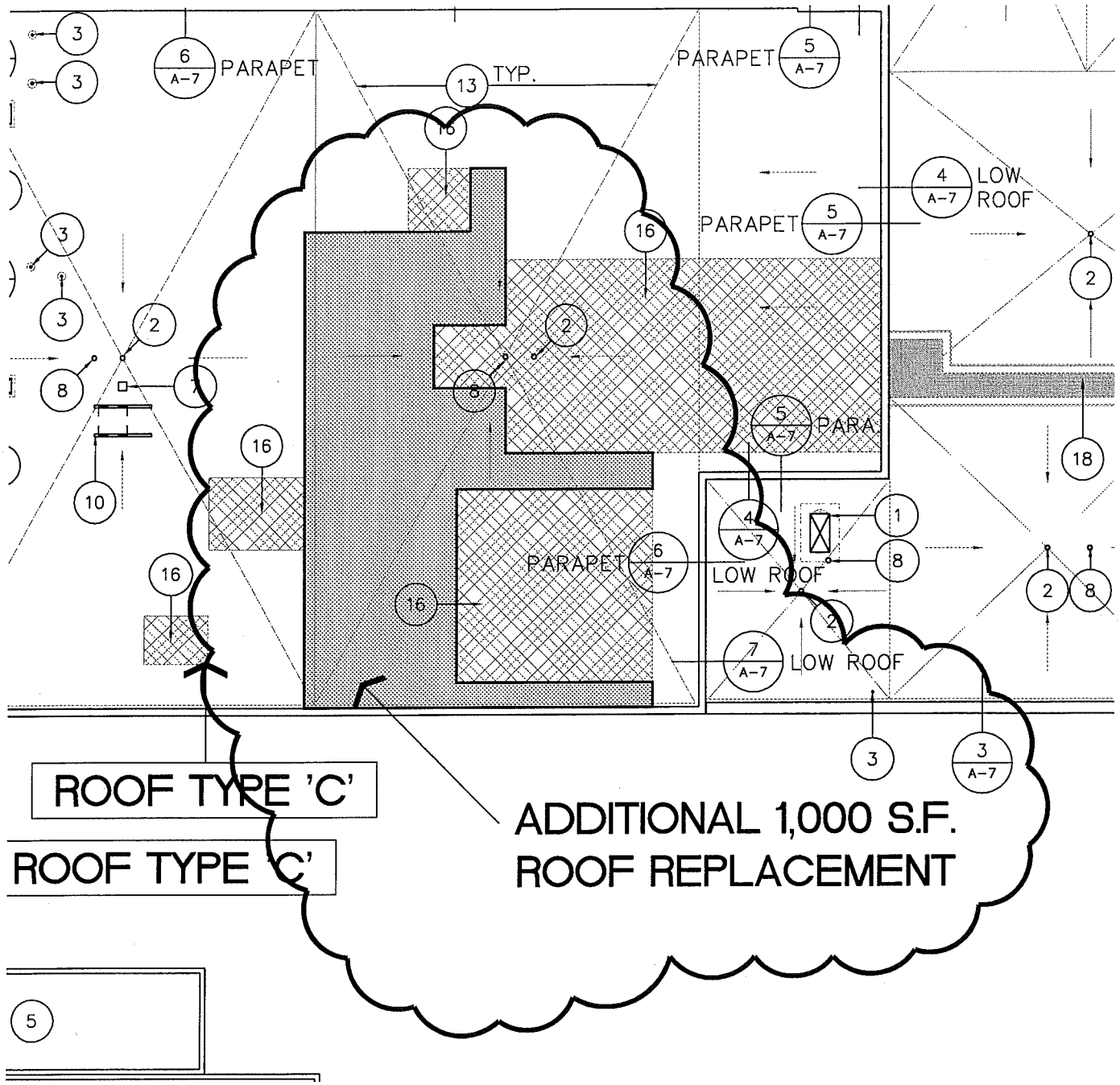
User Notes: (3823210515)

OK
JMO / OK.D.Z.D.



PARTIAL ROOF PLAN - TERMINAL

1/16" = 1'-0"

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PROJECT TITLE	
PROJECT #: 06173.01	CHANGE ORDER 001
DATE: 12/10/2007	
SCALE: NOTED	ARCHITECTURAL SHEET: A-3
BY: RS	