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OPENING OF REGULAR MEETING

-- Call to Order
-- Invocation
-- Pledge of Allegiance
-- Approve the minutes of regular meeting on September 25, 2018

AWARDS AND PROCLAMATIONS

-- Proclamations:
  Indigenous People's Day
  Chiropractic Health Month

-- Award:
  American Heart Association - Workplace Health Achievement

I. 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 clerk 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. Lonny Wright - Twenty years of attending City Council meetings.
2. Sherry LaFond - Wichita Housing Authority and RAD.
3. George Theoharis - Stealing from Peter to pay Paul.
4. Tremaine Paul Longar - Working age requirements for the Police Department.

II. CONSENT AGENDA ITEMS 1 THROUGH 16

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately.

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)
III. UNFINISHED COUNCIL BUSINESS

1. DER2017-03: Delano Neighborhood Plan. (Districts IV and VI) (Deferred August 7, 2018)

   RECOMMENDED ACTION: Defer adoption of the Delano Neighborhood Plan: 2018 as an amendment to The Wichita-Sedgwick County Comprehensive Plan, until November 6, 2018.

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Greater Wichita YMCA. (Districts I and II)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the bond ordinance authorizing the execution and delivery of documents for the issuance of tax-exempt Industrial Revenue Bonds in an amount not to exceed $25,000,000 for the Greater Wichita YMCA and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

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 5 p.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.

V. NON-CONSENT PLANNING AGENDA

1. ZON2018-00033 and CUP2018-00032 – City Zone Change from LC Limited Commercial (LC) to GC General Commercial (GC) and an Amendment to Community Unit Plan DP-258 to Reflect the Zone Change and Amend Permitted Uses in Lot 1 and Lot 2; Located at the Northeast Corner of I-235 and South West Street. (District IV)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes); 2) deny the zoning request (requires five of seven votes); or 3) return the case to MAPC (requires four of seven votes).
Housing Agenda

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Andra Martin Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

Airport Agenda

NOTICE: The City Council is meeting as the governing body of the Airport Authority 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.

VII. NON-CONSENT AIRPORT AGENDA

None

Council Agenda

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Vice Mayor Frye and Council Members Jeff Blubaugh, Cindy Claycomb and Brandon Johnson to travel to Boise, Idaho with the Chamber for City to City, October 10-12, 2018.

RECOMMENDED ACTION: Approve the travel and expenses.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment
II. CITY COUNCIL CONSENT AGENDA ITEMS


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

2. Applications for Licenses to Retail Cereal Malt Beverages:
   a. List of CMBs

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

3. Preliminary Estimates:
   a. List of PEs

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Over Estimate Bid for Drainage and Sewer Improvements to Serve Steeple Bay Addition. (District III)
   b. Petitions for Improvements to Serve Home Base Addition. (District II)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:
   a. Community Events - Mass for Life. (District III)
   b. Community Events – Prairie Fire Marathon.
   c. Community Events – Bloktoberfest (District I)
   d. Community Events - Wichita Toy Run. (Districts I, IV and VI)

   RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:
   a. Kansas Department of Transportation (KDOT) Agreement for I-235, Seneca to Broadway. (District VI)
   b. Engineering and Management Bond Services.

   RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.
7. **Property Acquisitions:**
   a. Acquisition of a Temporary Construction Easement at 2002 South Greenwich for the Greenwich Road – Harry Street to Pawnee Street Improvement Project. (District II)

   **RECOMMENDED ACTION:** Approve the acquisition and authorize the necessary signatures.

8. **Minutes of Advisory Boards/Commissions:**
   - Transit Advisory Board, August 15, 2018
   - Wichita Employees’ Retirement System Board, August 15, 2018

   **RECOMMENDED ACTION:** Receive and file.

9. **Contract Award for Firefighter Personal Protective Equipment.**

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

10. **Relocation of Sewer Line along Canal Route under Interstate 135.** (District III)

    **RECOMMENDED ACTION:** Approve the design budget, adopt the resolution, and authorize the necessary signatures.

11. **Adoption of Electric Franchise for Sedgwick County Electric Cooperative Association, Inc.**

    **RECOMMENDED ACTION:** Approve first reading of the franchise ordinance for Sedgwick County Electric Cooperative Association, Inc and authorize the necessary signatures.

12. **Second Reading Ordinances: (First Read September 25, 2018)**

    **RECOMMENDED ACTION:** Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

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.

13. **SUB2017-00029 - Plat of Fox Run Addition Located on the South Side of West 47th Street South, West of South Meridian Avenue.** (District IV)

    **RECOMMENDED ACTION:** Approve the documents and plat and authorize the necessary signatures.
14. VAC2018-00019 - City Vacation of Street Right-of-Way that is Landlocked from Other Street Right of Way, Generally Located 650 Feet Northwest of the Intersection of West Maple Street and South Tyler Road. (District V)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

15. A18-06 - Basem Krichati of Superior Homes, LP Requests Annexation for 37.7 Acres of Land, Generally Located on the South Side of West 47th Street South and Approximately 1,200 Feet West of South Meridian Avenue. (District IV)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Andra Martin, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority 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.

16. Land Side Paving Improvements - Change Order No. 2 - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve Change Order No. 2 and authorize the necessary signatures.

Background: On August 7, 2018, the vote on this case was deferred until October 2, 2018. In early 2017, Wichita Mayor Jeff Longwell attended the March meeting of the Delano Neighborhood Association to discuss a vision for a new stadium and museum district to be located in Lawrence Dumont’s footprint. The response from the attendees to the Mayor’s vision was positive. The new stadium proposal led to a discussion on updating the 2001 Delano Neighborhood Revitalization Plan.

The 2001 Delano Neighborhood Revitalization Plan was adopted as an amendment to the Wichita-Sedgwick County Comprehensive Plan in March 2001. After 15 years of implementing projects outlined in the 2001 Plan and changing conditions in the neighborhood, active neighborhood groups (Delano United and the Delano Neighborhood Association) and the City of Wichita recognized that the time was right to take a look at how the neighborhood would navigate its next chapter. The Metropolitan Area Planning Department was formally asked to revisit the Plan and draft an update.

MAPD held a public engagement session in April following the Mayor’s presentation. The public engagement meeting provided a status report on the existing Delano Plan and invited the public to provide feedback and participate in a design exercise about future development. Following the public engagement session and the publication of Delano’s Turn, a design exercise completed by students from Kansas State University, the Wichita City Council approved of and appointed members to the Delano Advisory Committee with the goal of creating an updated neighborhood plan. The committee is composed of 13 members and includes Delano business, resident, association, and organization representatives.

The plan took approximately seven months to complete and involved input from hundreds of community stakeholders. The end result was the development of the Delano Neighborhood Plan: 2018 that was presented to the Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) for consideration to be adopted as an element of the Wichita-Sedgwick County Comprehensive Plan.

On April 11, 2018, the Sedgwick County Board of Commissioners adopted the plan as an amendment to the Wichita-Sedgwick County Comprehensive Plan. On April 17, 2018, the Wichita City Council heard this case but deferred their vote until June 5, 2018 to allow for additional time for discussions regarding the Ballpark Village. On June 5, 2018, the vote on this case was deferred until August 7, 2018. On August 7, 2018, the vote on this case was deferred until October 2, 2018. At this time, one month is needed to discuss minor changes with neighborhood residents and property owners.

Analysis: The Delano Neighborhood Plan: 2018 is a community-wide vision for improvements and development in the Delano Neighborhood for the next 15 years. The plan outlines 11 recommendations for continued revitalization of the Delano Neighborhood through efforts focused on persevering the area’s charm, creating unique places, and enabling development. Examples of recommendations in the plan include the design of the ballpark village and a multi-use path. More detailed information regarding The
Delano Neighborhood Plan: 2018 is available online at: http://www.wichita.gov/Planning/Pages/Delano.aspx

The plan was adopted by the MAPC by an 11-0 vote. DAB VI voted to recommend adoption of the plan with a 9-0 vote. DAB IV voted to recommend adoption of the plan with a 10-0 vote. The County Commission voted to adopt the plan with a 4-1 vote. Support of the Plan was also indicated at presentations to Downtown Wichita, Delano United, the Delano Neighborhood Association, the Transit Advisory Board, and the Wichita Bicycle and Pedestrian Advisory Board.

**Financial Consideration:** Adopting Delano Neighborhood Plan: 2018 involves no commitment of funding for the City of Wichita. Any City of Wichita funding of projects identified in the Plan will require future City Council action.

**Legal Consideration:** The MAPC, in accordance with Kansas state statutes, published the required public hearing notice in the official City newspaper on February 15, 2018 and County newspaper on February 14, 2018, held a public hearing for the proposed Delano Neighborhood Plan: 2018 and approved a resolution adopting the Plan as an amendment to The Wichita-Sedgwick County Comprehensive Plan on March 8, 2018.

The adopting ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council defer adoption of the Delano Neighborhood Plan: 2018 as an amendment to The Wichita-Sedgwick County Comprehensive Plan, until November 6, 2018.

**Attachment:** Delano Neighborhood Plan: 2018 - Sent Electronically
MAPC Resolution
Acknowledgements

Delano Neighborhood Plan Planning Team

Matthew Williams, Project Manager
Scott Knebel, Planning Manager
Mary M. Hunt, Principal Planner
Stephen Banks, Senior Planner
Kathy Morgan, Senior Planner
Kyle Kobe, Associate Planner
Ashley Jones, Planning Technician

Delano Plan Advisory Committee

David Alexander, Representing Friends University
Laurel Alkire, Representing Non-Profit
Debra Foster, Representing Delano Residents
Jason Gregory, Representing Downtown Wichita
Vincent Hancock, Representing Delano Neighborhood Association
Rob Hartman, Representing the Metropolitan Planning Commission
Cathy Holley, Representing the Delano Clergy Association
Ben Hutton, Representing Local Developers
Jack Kellogg, Representing Established Business
Nancy Lawrence, Representing Historic Delano
Jim Martinson, Representing Delano United
Cindy Miles, Representing the Metropolitan Planning Commission
Brent Miller, Representing New Business
Marcia Newton, Representing Wichita Public Libraries

Special Thanks

Thanks to all the Delano and Wichita residents that helped provide ideas and comments that contributed to the development of this plan.

Thanks to Blake Belanger, Howard Hahn, and the students of the 2017 Community Planning and Design Studio of the Landscape Architecture and Regional & Community Planning Department of Kansas State University. The group provided relevant research and design concepts in Delano’s Turn that were critical to the development of this plan.

Thanks to the Kansas State TAB Program and Downtown Wichita, both of which provided funding for Delano’s Turn.
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Executive Summary

The 2018 Delano Neighborhood Plan is a community-wide vision for improvements and development in the Delano neighborhood. This policy document will act as a guide when planning improvements and evaluating development opportunities in Delano for the next 15 years. This is an update of the 2001 Delano Neighborhood Revitalization Plan and an amendment to the 2015 Community Investments Plan, the Comprehensive Plan for Wichita-Sedgwick County.

The 2001 Delano Neighborhood Revitalization Plan was adopted as an amendment to the comprehensive plan in March 2001. After 15 years of implementing projects outlined in the 2001 plan and changing conditions in the neighborhood, active neighborhood groups (Delano United and the Delano Neighborhood Association) and the City of Wichita recognized that the time was right to take a look at how the neighborhood would navigate its next chapter. The MAPD (Metropolitan Area Planning Department) was asked to revisit the 2001 plan and draft an update.

The Delano neighborhood is one of many established neighborhoods in the City of Wichita, and is located immediately west of downtown, within the ECA (Established Central Area). The boundaries of the neighborhood and plan area include the Arkansas River on the north and east; Kellogg Avenue on the south; and, Meridian Avenue on the west.

Planning Process

With the above information in mind, the planning process was coordinated by the MAPD and advised by the Delano Plan Advisory Committee. The process included the four following phases: Existing Conditions Analysis, Public Engagement, Research and Design Concepts, and Recommendations.

Throughout the planning process the following vision was kept in mind:

Delano is a historic and vibrant neighborhood that offers residents and the broader community diverse dining, entertainment, residential, and shopping opportunities within a pedestrian-oriented urban district.

This plan assesses the strengths and challenges of Delano while recommending policy and infrastructure projects that the neighborhood could use to achieve its goals for improved vibrancy. Feasible steps leaders and departments can take to improve the neighborhood have been identified. Implementation of these recommendations will allow Delano to attract private investment while retaining its vibrant and historic feel.

Achieving real change in the Delano neighborhood is possible with a combination of vision, creativity, and diverse resources. This plan provides the framework and flexibility for neighborhood and city leaders to make pragmatic progress, beginning today. The stage is set to transform Delano into a premier destination not only in Wichita but the region as a whole.

Recommendations

Short-term

- Design a ballpark village that will replace the Lawrence Dumont Stadium site.
- Extend the existing, identifiable Delano commercial district to the west through an updated streetscape along Douglas Avenue from Seneca Street to Vine Street.
- Introduce neighborhood markers that direct visitors to the business district, notable landmarks, and vital cultural institutions.
- Redevelop the former rail corridor north of Douglas Avenue into a multi-use path that will create local connections within the community.
- Adopt a strategy of implementing identified parking improvements throughout the neighborhood.
- Adopt a future land use strategy that will guide the Delano neighborhood into the future.

Medium-term

- Activate the Handley corridor and create a neighborhood connection to the Keeper of the Plains.
- Improve housing conditions through code enforcement and other tools.

Long-term

- Redesign McLean Boulevard between Douglas Avenue and Maple Street to allow for more riverfront space and better pedestrian crossings.
- Establish a vibrant River Plaza between Delano and the Arkansas River.
- Connect the sports complex with the convention/performing arts complex with an iconic pedestrian bridge spanning the Arkansas River.
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Introduction and Overview

Delano Plan Purpose

The 2018 Delano Neighborhood Plan is a community-wide vision for improvements and development in the Delano neighborhood. This policy document will act as a guide when planning improvements and evaluating development opportunities in Delano for the next 15 years. This is an update of the 2001 Delano Neighborhood Revitalization Plan and an amendment to the 2015 Community Investments Plan, the Comprehensive Plan for Wichita-Sedgwick County.

The 2001 Delano Neighborhood Revitalization Plan was adopted as an amendment to the comprehensive plan in March 2001. After 15 years of implementing projects outlined in the 2001 Plan and changing conditions in the neighborhood, active neighborhood groups (Delano United and the Delano Neighborhood Association) and the City of Wichita recognized that the time was right to take a look at how the neighborhood would navigate its next chapter. The MAPD (Metropolitan Area Planning Department) was asked to revisit the plan and draft an update.

The Delano neighborhood is one of many established neighborhoods in the City of Wichita, and is located immediately west of downtown, within the ECA (Established Central Area). The boundaries of the neighborhood and plan area as seen in Figure 1 include the Arkansas River on the north and east; Kellogg Avenue on the south; and, Meridian Avenue on the west.

Before the 2001 Delano Neighborhood Revitalization Plan, the Delano neighborhood had experienced decades of declining investment; as a result, some homes and structures had fallen into disrepair and the rate of home ownership in the neighborhood was decreasing.

Following the 2001 plan, there have been encouraging signs of revitalization in Delano, including investments in retail businesses and infrastructure along Douglas Avenue, the main business corridor in the area. The introduction of the River
Vista apartments, the Advanced Learning Library, and plans for a hotel and apartment project on the “Delano Catalyst Site” (shown in Figure 2) have turned the east end of Delano into one of the most exciting spaces in the city. There are also plans in the works for a new business headquarters and a multi-use sports complex that will continue this trend into the future. Strong, established institutions continue to provide stability in the neighborhood, including Friends University, the Kansas Masonic Home, Exploration Place, Senior Services, and several other churches and civic organizations.

**Fig. 2: New Development Concepts**

Top: The $40 million catalyst site project includes 180 residential units and a mixed use hotel concept with proposed commercial space. Middle: The $30 million Advanced Learning Library at 2nd and McLean will include flexible meeting spaces and 100 computers for public use. Bottom: The new $38.4 million River Vista residential development will bring 203 units to the riverfront. It will include a “Boats and Bikes” concept that will offer public boat and bike rentals.
Planning Process

With the purpose of an updated Delano plan in mind, the planning process was coordinated by the MAPD and advised by the Delano Plan Advisory Committee. The process included the four following phases: Existing Conditions Analysis, Public Engagement, Research and Design Concepts, and Recommendations.

Existing Conditions Analysis

The analysis of existing conditions looked at data pertaining to historical context, demographics, land use, zoning, infrastructure, investment, transit, and neighborhood trends.

Public Engagement

This process included outreach to Delano and community residents via regular neighborhood meetings, public engagement sessions, open houses, and an online survey. The MAPD also gave local developers an opportunity to provide feedback at an open forum and engaged other City departments at various points along the way.

Research and Design Concepts

Students from the Kansas State Department of Landscape Architecture embarked on a design exercise for the neighborhood as part of the research and design concepts phase. Through exploration and community design sessions, the students completed Delano’s Turn: Directions West of the River, that included several design concepts for the Delano neighborhood.

Recommendations

Ideas gathered from the existing conditions analysis, the public engagement process, and research and design concepts phase were used to create recommendations for the neighborhood. Each recommendation includes a designated lead city department and a list of action steps necessary to implement it. These recommendations should be used as a guide to move the neighborhood forward over the years to come.

Current Plans and Policies Context

These are the plans, policies, and projects that influence the development of this plan as well as act as guiding documents for the development of the City of Wichita and Sedgwick County. Understanding the context in which the Delano Neighborhood exists is essential to understanding what outside factors will continue to influence the area in the near future. Each of the following documents pertains to a different influencing factor for Delano and sheds light on the planned development patterns in and around the neighborhood.

Delano Neighborhood Revitalization Plan

The Delano Neighborhood Revitalization Plan was adopted as an amendment to the Wichita-Sedgwick County Comprehensive Plan in 2001. The plan was the result of neighborhood and community leaders coming together to grow a vision for how the community was going to move forward. The 2001 plan identified ten elements that were to steer the neighborhood in the right direction.

Elements
- Establish a Neighborhood Overlay with Design Guidelines
- Down-zone Industrial Properties to Residential Zoning
- Establish a Community Development Corporation to Maintain the Neighborhood Vision
- Re-develop the Northeast Section of Delano into and Urban Village
- Introduce Streetscape Improvements along Douglas Avenue
- Introduce Streetscape Improvements along Seneca Street
- Introduce Streetscape Improvements along University Avenue
- Establish a "Railroad Park" and Path Through the Neighborhood
- Place Gateways at the Entrances to Delano
- Establish a Multi-family Buffer Along Kellogg Avenue

Although some elements are still in the planning stages or have lost favor within the neighborhood, many of the planned elements were pursued after the adoption of the plan. The Delano Neighborhood Overlay was established, and large portions of the neighborhood were down-zoned. Street Improvements along Douglas and Seneca have helped create a sense of place within the community and property values have risen as an outcome. The 2001 plan paved the way for Delano to become a premier destination within Wichita.
Community Investments Plan

In 2015 the Community Investments Plan, the Comprehensive Plan for Wichita-Sedgwick County, was approved. The comprehensive plan guides the future growth, development, and public infrastructure investment decisions for both the City and County through 2035. Neighborhood and area plans are amendments to this comprehensive plan and provide for finer grain planning in key areas.

Plan Guiding Policy Principals

The community selected the following five themes and aspirations that will help set priorities for future infrastructure and investment decision making:

- Support an Innovative, Vibrant, and Diverse Economy
- Invest in the Quality of Our Community Life
- Take Better Care of What We Already Have
- Make Strategic, Value Added Investment Decisions
- Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods

As part of the Delano plan these guiding policy principals have been kept in mind and were considered for each recommendation.

Urban Infill

The comprehensive plan detailed the Wichita Urban Infill Strategy that prioritizes absorbing growth in existing developed areas that can reduce growth pressure on rural areas, provide for efficient land use, utilize existing infrastructure, and improve quality of life in areas of decline. The strategy focuses on “areas of opportunity” that are characterized by vacant and underused parcels where development could help reverse decline while preserving “areas of stability” characterized by a lack of available land and high occupancy rates. Delano has both “areas of opportunity” and “areas of stability.” As the Urban Infill Advisory Committee embarks on the development of the Wichita: Places for People Plan, intended to provide guidance on urban infill, Delano residents should understand how the Plan’s recommendations could be used to shape their neighborhood.

Project Downtown

In 2010 Project Downtown, the Master Plan for Wichita, was approved. Project Downtown has been successful thanks to its focus on critical areas of downtown, while illustrating their potential for growth. The plan acts as a guide to the public and private sectors when making decisions, and guides strategic public investment to maximize private sector investment.

The plan’s primary attention and community input focused on the area east of the Arkansas River but some analysis and recommendations for the eastern portion of Delano were included.

The outcomes the plan seeks to achieve include:

- Connect and maximize the potential of Old Town, INTRUST Bank Arena and the River Corridor;
- Build upon previous downtown plans;
- Provide specific action-oriented development strategies, including implementation plans; define the vision for Downtown;
- The initiatives will be based upon economic analysis and realities, and the plan will maximize private sector investment and return on public sector investment;
- The plan will further solidify the identity of our city and community.

Analysis

The plan included analysis on emerging and existing gateways within and around downtown, as seen in Figure 3. Delano’s existing gateway was Douglas and the Arkansas River while emerging gateways were found at Maple and the river, McLean and 2nd, and Sycamore and Douglas.

An analysis of walkability was also included in the plan as seen in Figure 4. Within Delano, Douglas Avenue between Seneca and McLean was found to be the most walkable. Immediate and long term priorities within Delano as it pertains to walkability include the riverfront between Seneca and Kellogg and Sycamore between 2nd and Douglas.

District Overview

Project Downtown referred to the area between Sycamore and the Arkansas River as the Delano District. The plan states that “the point where the Douglas Avenue Corridor crosses the Arkansas River offers a special opportunity to link the distinctive, expansive river landscape with the intensive mix of activities along Wichita’s signature street. Enhancing both the river corridor and the Douglas corridor as grand public rooms framed by attractive buildings and animated 24/7 by the activities around them, will make this the region’s most memorable and exciting place. This area is framed by two important
Fig. 3: Gateways/Landmarks

Gateways are the “front doors” to Downtown. The location of gateways are very important to help people orient when entering Downtown. They should be welcoming to visitors, workers and residents. And at the same time, each gateway should provide unique identity and a strong linkage to the neighborhood.

Downtown has many great landmarks/destinations. Some will serve as gateways and some will provide potential opportunities for new developments around. The locations of the land marks also will help identify street network, transit routes and bicycle path.

Legend
- Existing Gateway
- Emerging Gateway
- Landmark

Source: Wichita Downtown Revitalization Master Plan Urban Design Analysis
Current Plans & Policies Context

Fig. 4
Walkable Development Focus Areas

LEGEND
- Most walkable today
- Immediate priority
- Long-term priority
- Key growth direction
centers of activity, Delano and the area around Century II. In between, underutilized parks and streets and vacant development sites offer the opportunity to create an active river-oriented neighborhood that connects and reinforces Downtown to both banks of the river.” The River Vista apartment project has embraced this vision and the riverfront by including bike and boat rentals as a way of activating this underutilized area.

Bike Plan

The City of Wichita’s Bicycle Master Plan is a ten year guide for the development and implementation of bicycle projects and programs for the City of Wichita. It was developed with input from more than 4,000 individuals and includes goals, objectives, actions, priorities and performance measures.

Existing and Planned Paths

The Bicycle Master Plan made several recommendations on future bicycle pathways within the Delano neighborhood that would provide a better connection between Delano and the community as a whole. Figure 5 shows the existing and future bikeway network through Delano.

West Douglas Avenue Bicycle Parking Plan

The West Douglas Avenue Bicycle Parking Plan calls for over 200 bike racks to be installed along Douglas Avenue between the Arkansas River and Vine Street in 9 phases. The City Council adopted the plan, and with the assistance of the MAPD the neighborhood was able to locate funding for Phase I. The first 26 bike racks were installed in the summer of 2011, and another 21 racks were installed in 2014.

Financing

There are two primary funding mechanisms used by the City to fund the development of large scale projects and/or incentivize private investment in the plan area. Neither of these financing mechanisms are unique to Delano, as they are common tools utilized nationwide. However, the specific use and implementation of these tools is calibrated to account for the specific set of circumstances in the plan area.

TIF

The City has established a tax increment financing (TIF) district within Delano as seen in Figure 6 that will include construction of a modern multi-use sports complex, development of the “Delano Catalyst Site” as well as additional development along Douglas Avenue and areas surrounding the stadium.

The City will use TIF funds to finance a portion of the costs associated with the redevelopment of Lawrence Dumont Stadium into a multi-use sports complex. Additional project costs will include construction of a greenspace/multi-modal path, public infrastructure related to the redevelopment of the area and parking improvements to support the development.

Tax increment financing involves establishing a TIF district that captures the incremental increase in property taxes generated by new development activity.

Star Bond

The City also established a STAR bond district along the west
Fig. 6
Tax Increment Financing and STAR Bond Districts

Legend
- Delano Neighborhood Boundary
- TIF and StarBond Districts
  - East Bank Redevelopment (Star Bond)
  - West Bank Redevelopment (TIF)
Existing Conditions

In order to fully understand the framework that has established Delano, an analysis of existing conditions relating to the neighborhood has been compiled.

Historic Context

Early residents of Delano settled the area due to the 1862 Homestead Act which provided settlers 160 acres of land for only $50. Delano was named after Columbus Delano, Secretary of the Interior under President Ulysses S. Grant. The city gained a reputation as a place for cowboys to rest and recreate. There were several saloons and brothels unimpeded by the laws across the river in Wichita.

Noticeable growth occurred by 1872 when farmers brought wheat by wagon into the community and Delano became an important cattle shipping center on the Chisholm Trail. Markers noting the Chisholm Trail can be seen along Douglas Avenue and a stone monument is located in Delano Park. An old Mulberry tree located at the north edge of the Masonic Home property was once a sign to trail riders on the Chisholm Trail that they were near the end.

Early business owners “Rowdy” Joe Lowe and Edward T. “Red” Beard were bitter enemies and rivals in the saloon business. The two exchanged gunfire on more than one occasion and in 1873 “Rowdy” Joe shot and killed “Red” Beard at close range.

By the 1870’s the cattle trade moved west to Dodge City, and

Fig. 7= Historical Photos

Below- Birdseye view looking west across Arkansas River. Photo taken from top of Broadview Hotel. The far bank of the river was constructed from fill obtained from the removal of Ackerman Island. Circa 1938.


Looking east from Douglas and Seneca in 1900
in 1880, Delano was incorporated into the City of Wichita. A building boom brought brick buildings and paved streets. Early settlers included brothers Enoch, Frank and Almon Dodge; Robert Lawrence; John McCormick; Otto Martinson and Judge Baldwin. Institutions including the Franklin School were completed in 1886 along with Garfield University (currently Friends University) in 1887. Many of Delano’s streets were named after early settlers and their children.

By the late 1880’s, the Delano area lost nearly half of its population due to the recession. It took time but by the early 1900’s, the aircraft industry was beginning to bring life back to the area. One of the earliest aviation entrepreneurs - Clyde Cessna, along with Walter Beech and Lloyd Stearman, formed Travel Air Manufacturing Company located at 535 W. Douglas Avenue. Several other early aviation companies were located in Delano, including Wichita Blue Streak Motor Company, Hilton Aircraft Company, Wichita Airplane Manufacturing Company and Yunker Aircraft Corporation. Historical photos from Delano’s History can be seen in Figure 7.

Delano has gone from its raunchy past to the family-friendly area it is today. Angled parking along the Douglas Avenue business district provides a small town atmosphere. There are a variety of shops, restaurants and art galleries with Exploration Place, Botanica, Cowtown, the Mid-America All Indian Center and the Keeper of the Plains monument all nearby.

**Demographics**

Utilizing the 2012-2016 American Community Survey data for Census Bureau block groups most closely corresponding to the Delano neighborhood, key insights into the neighborhood were gained through demographics. As seen in Figures 8 and 9, the area has an unemployment rate of 10.9% compared to Wichita’s 4.3%, and a median household income of $35,776 compared to Wichita’s median of $46,775.

The percentage of individuals below the poverty level in Delano is 28.4% compared to Wichita’s 17.1% as seen in Figure 10, and the percentage of low to moderate income households is 60.9% versus 42.8% for Wichita.

With the exception of Wichita’s unemployment rate, all other demographic measurements increased between 1990 and 2016. Wichita, however, experienced sharper increases for median household income, percentage of individuals below poverty and percentage of low to moderate income households compared to Delano.

Unemployment and percentage of renter-occupied housing units increased at higher rates in Delano compared to the changes in Wichita from 1990. As seen in Figure 11, the percentage of renter-occupied housing units in Delano is 59.1% compared to Wichita’s 40.3%.
Additional demographic information can be found in the Appendix.

**Land Use**

A survey of land uses in the area indicates a mix of residential, office, commercial, retail and industrial uses (See Figure 12). Douglas Avenue continues to serve as the historical and geographic center of the neighborhood. One and two-story turn-of-the-century masonry buildings border either side of the Douglas corridor. The retail and commercial fabric extends one block on each side of Douglas at which point lower density residential neighborhoods begin. Major commercial activities on Douglas consist of shops such as restaurants, convenience stores, hardware stores, and other related small retail stores. These commercial establishments serve not only residents of the neighborhood but also the surrounding community. Similarly, commercial and retail activities exist along Seneca Avenue, Maple, Meridian, and 2nd Streets. These uses are scattered and less unified.

The Land Use Map also shows various residential uses including two-family and multi-family residential pockets. The neighborhood is primarily composed of single-family housing with larger apartment projects located on the east side near the river.

Most of the industrial uses in the plan area are concentrated in the northeastern and central portions of the neighborhood with much of it focused along the rail corridor.

Major industries include:

- Apex Engineering
- Kansas Masonic Home
- Friends University
- Key Construction
- Trimark Signworks
- Southwestern Remodeling
- Don Rutherford Construction
- Hutton Construction

Some of these industries are well established in the neighborhood. This is due, in part, to the early development of manufacturing and aviation industries in the city.

There are three park/open spaces located within the neighborhood. The largest, the West Side Athletic Park, is located north of 2nd Street, between Athenian and Glenn, while a much smaller neighborhood park, Seneca Park, is located at Seneca and Burton. The newest, Delano Park, is located at Douglas Avenue and McLean Boulevard and runs along the Arkansas River. While there are plans to replace the tennis courts for pickleball courts at Seneca Park, residents have called for more gathering areas and multi-use opportunities. Specifically, residents have noted that Seneca Park’s proximity to busy streets and lack of fencing make it difficult for parents to feel their children are safe to enjoy the park.

The abandonment of portions of the Union Pacific Railroad from approximately one block east of Millwood Street to the river provides an opportunity for a multi-use path and open space linking the heart of the neighborhood to the Arkansas River corridor.

Following the adoption of the 2001 Delano Neighborhood Revitalization Plan, a Delano Overlay was placed over part of the neighborhood that included design guidelines. The purpose of the design guidelines is to provide direction regarding commercial and residential development to preserve the history and character of the neighborhood. This overlay stopped short of including the whole neighborhood.

The neighborhood continues to have an interest in reducing the amount of industrial land uses while increasing the amount of residential land uses. Adopting the recommended Future Land Use Map, and developing updates to the Delano

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*Fig. 10* Percent of Individuals Below Poverty

*Fig. 11* Percent Renter-Occupied Housing Units
**Fig. 12** Existing Land Use  
(as of January 2018)
Overlay and associated design guidelines would enable planners to guide the neighborhood in this direction in the future.

**Zoning**

A range of zoning classifications can be found within the neighborhood (see Figure 13) including Industrial, Commercial, Single Family, Multi-family, University, and Central Business District. Most commercial zoning is located along Douglas, Seneca, and in the eastern portion of the neighborhood. Most industrial zoning is concentrated in the northeastern and central portions of the neighborhood.

A rezoning effort after the 2001 plan left a mix of residential zoning districts in the west and southeast while the northeast has a mix of industrial and commercial zoning districts. Consequently, the Delano neighborhood has a lot of conflicting land uses, with no requirements for buffering or other mitigating techniques. Reducing the impact of incompatible uses in the neighborhood should remain a priority.

As developers have begun to rehabilitate Douglas Avenue, many are realizing that the current zoning does not work within their plans. The commercial zoning has high requirements for parking and many developers are opting to rezone to CBD (Central Business District). The MAPC has been approving these on a case by case basis, but converting the whole corridor to CBD would reduce an impediment to further development within the core of the neighborhood.

**Infrastructure**

The Delano neighborhood is served by aging water, sanitary sewer, and storm sewer systems.

According to the City of Wichita 2017 – 2026 Capital Improvement Program, Maple Street is scheduled for improvement within the next few years. Plans include the construction of a three or five-lane roadway with curb and gutter and underground storm sewer with sidewalks and the possibility of on-street bike lanes.

Sound quality problems relating to Kellogg Avenue are an issue along the neighborhood’s southern border. Past efforts to have a sound barrier constructed were not successful, but the issue remains alive. This is a complex issue that requires a creative solution.

Parking remains a large issue in the neighborhood. Residents and business owners point out that a lack of parking along Douglas Avenue at peak times impedes the community from growing. Overflow parking has been directed to Lawrence Dumont Stadium, but with the future of this parking in question, residents want assurance that public parking spaces will increase and not decrease. Public parking garages that could serve the district have been proposed near Douglas and Seneca and Texas and Sycamore.

**Investment**

As mentioned in the introduction of this plan, several public infrastructure projects have occurred since the adoption of the original plan in 2001. Below is a summary of those investments:

1. Streetscape enhancements including a road diet along Douglas between McLean and Seneca;
2. Streetscape improvements along Seneca;
Fig. 13 - Existing Zoning
(as of January 2018)

Legend
- Delano Neighborhood Boundary
- Delano Overlay District
- Single Family: 5,000
- Two-Family: 18 d.u./ac
- Multi-Family: 29 d.u./ac
- Multi-Family: 75 d.u./ac
- General Office
- Limited Commercial
- Central Business District
- General Industrial
- Planned Unit Development

**Existing Conditions**
3. Bicycle racks and street lights;
4. Delano Neighborhood Overlay District added to the Unified Zoning Code (UZC) including down zoning of nearly all of Delano; a large reduction in industrial zoned property;
5. Design Guidelines adopted for residential and commercial areas in Delano;
6. Established the Design Review Committee and the Design Advisory Committee;
7. Delano United, Inc., a civic organization coordinating activities and projects in Delano was created;
8. River Vista apartment project opening in Spring 2018;

Going forward additional projects are planned or have been proposed including extending the streetscape enhancements along Douglas Avenue to Vine Avenue, the ballpark master plan for Lawrence Dumont Stadium and additional gateway markers to better identify the Delano neighborhood.

Public Engagement

Mayor Longwell attended the March 21, 2017 Delano Neighborhood Association meeting to lay out his vision for a new stadium and museum area to be located in Lawrence Dumont’s footprint. He described how the stadium would be a catalyst for development on the west bank of the river and would present many opportunities for Delano and Wichita. Mayor Longwell envisioned a pedestrian bridge connecting the new stadium district with the performing arts and convention district on the east side of the river, and a neighborhood multi-use path that would connect West Wichita with the river.

MAPD held a public engagement session in April following the Mayor’s presentation. The public engagement meeting provided a status report on the existing Delano plan, invited the public to provide feedback on the original SWOT (Strength, Weakness, Opportunity, and Threat) Analysis from 2001, and participate in a design exercise about future development in the neighborhood.

Following the public engagement sessions and the publication of “Delano’s Turn”, the Wichita City Council approved and appointed members to the Delano Advisory Committee. The committee is composed of 13 members and includes Delano business, resident, association, and organization representatives. The group has met at monthly sessions (as seen in Figure 14) over the latter half of 2017 to finalize this Plan.
Plan Feedback

The community was consulted at many points during the crafting of this plan. MAPD staff attended the Delano Expo to provide information on the draft of this plan and elicit feedback. MAPD staff also made presentations on the plan to Delano United and the Bike/Ped Advisory Board. A Delano Developer Forum was held to gather input from local developers and a survey was administered to gather the thoughts of those that were unable to have their voices heard at one of the mentioned events. All feedback gathered was taken into consideration during the finalization of this plan.

The Delano neighborhood has several active groups that work together to enhance the area. Representatives from these groups sat on the Delano Plan Advisory Committee and helped guide this Plan. These groups include:

- Delano United, Inc.: Created to implement the Delano Neighborhood Revitalization Plan which was adopted by the City and County in 2001. Delano United coordinates activities and projects between various groups working in Delano.
- Delano Clergy Association: Helps churches in Delano coordinate their activities and outreach.
- Delano Neighborhood Association: Represents residents and homeowners in the Delano neighborhood.
- Historic Delano, Inc.: Created to promote Delano as a great place to live, shop, play and pray. Historic Delano holds events, publishes a Visitors Guide and maintains a web site which highlights all the wonderful things about Historic Delano.

Research and Design Concepts

Using information gathered at the first engagement session as well as two additional engagement sessions, students from the Kansas State Department of Landscape Architecture embarked on a design exercise for the neighborhood. What resulted was entitled, “Delano’s Turn: Directions West of the River”. The students presented their ideas to Downtown Wichita representatives as well as Delano neighborhood residents and business owners at an open house. Several of their design concepts and renderings, including the Handley Corridor, the Pedestrian Bridge, and the River Plaza, are included in this Plan.

Recommendations

Vision Statement

Delano is a historic and vibrant neighborhood that offers residents and the broader community diverse dining, entertainment, residential, and shopping opportunities within a pedestrian-oriented urban district.

Guiding Principles

The same guiding principles stipulated for the comprehensive plan have been kept in mind and were considered for each recommendation in this plan.

1. Support an innovative, vibrant and diverse economy
2. Invest in Quality of Life
3. Take care of what we have
4. Make value added decisions
5. Protect established neighborhoods

Land Use Initiatives

After meeting for several months, viewing the appropriate resources and discussing potential options, the Delano Plan Advisory Committee settled on a list of land use initiatives. The following section describes several different plans, projects, and programs that are recommended to help Delano address its important issues and achieve its desired vision. The recommendations are grouped into short, medium and long term implementation periods. These are rough categories and are intended to be a guideline and not a timeline. Projects should be addressed whenever appropriate, and future conditions might be such that certain items move from one category to another.

Short Term Horizon

These recommendations are envisioned as being implemented within 1-5 years of the Plan’s adoption.

1. Design of Ballpark Village: Design the ballpark village that will replace the Lawrence Dumont Stadium site. The village should include the multi-use sports complex, mixed-use commercial and residential buildings, and enough parking to support the new uses and the existing parking needs from Douglas Avenue. The village should take design cues from the neighborhood and build on the established character. The planning and design of the ballpark village should be completed in conjunction with the design for McLean Boulevard, the river plaza, and the pedestrian bridge.

   ➤ Lead Department: MAPD
   ➤ Steps:
   • Establish the Delano Plan Advisory Committee as the advisory committee for future design of the ballpark village;
   • Issue an RFP (Request for Proposals) to select a professional design team to undertake the design...
process for the ballpark village;
• Use the approved design of the ballpark village when implementing recommendations for McLean Boulevard, the river plaza, and the pedestrian bridge.

2. West Douglas Streetscape: Extend the existing, identifiable Delano commercial district (as seen in Figure 15) to the west through an updated streetscape along Douglas Avenue from Seneca Street to Vine Street. Include large sidewalks, street trees, landscaping, benches, trash bins, Delano-branded bicycle racks, lighting, transit stops, public art, and other pedestrian amenities.

 Lead Department: Public Works and Utilities
 Steps:
• Identify funding sources and local match, where necessary to develop a streetscape plan. The plan should include preliminary engineering cost estimates;
• Explore including the neighborhood markers project in the design phase;
• Identify funding sources and local match to construct the streetscape project;
• Include the streetscape project in Wichita’s Capital Improvement Project (CIP) program within the 2 to 3-year program cycle;

3. Neighborhood Markers: A Neighborhood marker should more resemble a substantial wayfinding sign within and around the neighborhood and less a monument. These substantial wayfinding signs should direct visitors to the business district, important landmarks, and key cultural institutions. Signs should reflect the character of the neighborhood and draw more attention than a standard street sign.

 Lead Department: MAPD
 Steps:
• Explore including the neighborhood markers design project as part of the West Douglas streetscape design project (above);
• Coordinate the design of the neighborhood markers with the existing streetscape design along Douglas Avenue to ensure a cohesive and seamless design;
• Identify the most appropriate locations for neighborhood markers and include a phasing program should funding become available incrementally;
• Identify possible funding sources and local match, if necessary, including federal, state, local and corporate sponsorship;
• Include the neighborhood markers project in the Capital Improvement Program (CIP) within the next 2 to 3-year program cycle;

4. Multi-Use Path: Redevelop the former rail corridor north of Douglas Avenue into a multi-use path (as seen in Figure 16) that will provide safe pedestrian and cyclist routes away from busy roadways as well as create local connections within the community. Delano has the opportunity to establish itself as a destination along the city-wide path network by integrating commercial services, comfortable greenspaces for rest stops, and other necessary services along the path as it makes its way through town. Delano can attract long-distance bikers as well as provide its community members with a pleasant space for community gatherings and recreation. A short term goal should be to link the Arkansas River path network on the east end of Delano to Seneca Street. Parking should also be considered in conjunction with this project. If there are areas along the path that could be used to provide additional parking for the businesses surrounding the path these would be important to include. This project is currently funded within the CIP and is being partly financed with TIF funds. A medium-term goal should be to continue this
path to the northwest along the active Kansas and Oklahoma Railroad line to connect with the existing path at Central Avenue and Zoo Boulevard, and to the southwest to connect with the Prairie Sunset Trail.

- Lead Department: Public Works and Utilities
- Steps:
  - Design the multi-use path to provide safe pedestrian and cyclist routes away from busy roadways while integrating commercial services, parking, and comfortable greenspaces for rest stops;
  - Construct the path to link the Arkansas River path network on the east end of Delano to Seneca Street, and then on to the northwest and southwest corners of Wichita.

5. Parking Strategy: WAMPO (Wichita Area Metropolitan Planning Organization) is funding a parking plan for Wichita in the near future. Needed improvements for the Delano neighborhood will be identified through this process. Once improvements have been identified, a strategy to implement them will need to be created.

- Lead Department: MAPD
- Steps:
  - Research funding sources for the acquisition and construction of parking changes; Projects may include a phasing plan to adjust to different funding levels and should explore the option of two-hour parking limits in the central core of Delano;
  - Include parking projects in the Capital Improvement Program (CIP) within five years of the adoption of this plan;

6. Future Land Use Strategy: A future land use strategy should be created to guide the Delano neighborhood into the future. This strategy should include a Future Land Use Map as seen in Figure 17. This Future Land Use Map would be used as a guide during rezoning cases within the neighborhood. The strategy should also include a plan for rezoning the commercial properties along Douglas Avenue between Vine and McLean to Central Business District (CBD) zoning. This rezoning would remove a barrier to redevelopment within the commercial district by removing parking and setback requirements found in the existing Limited Industrial, General Commercial, and Limited Commercial zoning districts. Finally, the strategy should include a plan for amending the Delano Overlay boundaries within the Wichita-Sedgwick County Unified Zoning Code to include the previously excluded area located east of Seneca, south and west of McLean Boulevard, and north of Douglas Avenue. The Delano Neighborhood Design Guidelines should also be updated to implement sub-districts such as the Douglas Commercial Core sub-district, Multi-Use Stadium sub-district, and residential sub-districts with distinct design guidelines for each.

- Lead Department: MAPD
Recommendations

Fig. 17 - Future Land Use Concept

Legend
- Delano Neighborhood Boundary
- Future Land Use
  - Residential
  - Commercial
  - Mixed Use
  - Major Institutional
  - Recreation Entertainment
  - Parks and Open Space
  - Ball Park Village

1. Residential
2. Commercial
3. Mixed Use
4. Major Institutional
5. Recreation Entertainment
6. Parks and Open Space
7. Ball Park Village

Future Land Use Concept

- Delano Neighborhood Boundary
- Future Land Use
  - Residential
  - Commercial
  - Mixed Use
  - Major Institutional
  - Recreation Entertainment
  - Parks and Open Space
  - Ball Park Village

Fig. 17 - Future Land Use Concept
Steps:

- Establish Delano United as the advisory committee for advising the MAPD on the Delano Future Land Use Strategy;
- Support the necessary amendments to the Unified Zoning Code that will result from this process.

Mid Term Horizon

These recommendations are envisioned as being implemented within 5-10 years of the Plan’s adoption.

7. Handley Corridor: Activate the Handley corridor and create a neighborhood connection to the Keeper of the Plains (as seen in concept in Figure 18). The opportunity exists for Handley Street to be extended as a visual and physical connection to the river and the Keeper of the Plains, crossing Mclean Boulevard and continuing the street grid. Hundreds of people regularly gather to see the fire show at the Keeper of the Plains. Providing destinations and street improvements along Handley will bring these citizens into the neighborhood while also promoting more activity for neighborhood businesses along these corridors. Handley Street currently dead ends at McLean Boulevard. These streets should once again intersect with each other, and a pedestrian crossing should be introduced to allow safe movement into the neighborhood.

Steps:

- Establish Delano United as the advisory committee for planning, design and preliminary engineering of the Handley Corridor. Consider sources outside MAPD including other departments, corporate and non-profit sponsorship and government sources;
- Identify funding sources for the construction of the Handley Corridor. Use similar strategies as those noted in the design phase (above);
- Include the Handley Corridor project in the Capital Improvement Program (CIP) within the next ten-year program cycle;

8. Housing Conditions: Improve housing conditions through code enforcement and other incentives. Other incentives might include Historic Preservation Tax Credits, local façade improvement programs, and grants.

Steps:

- Strategically implement code enforcement;
- Encourage neighborhood residents to report properties in violation of the housing code.

9. McLean Boulevard: Redesign McLean Boulevard between Douglas Avenue and Maple Street to provide more river-front space, and reduce it to two lanes (as seen in concept in Figure 19) changing its character from a four-lane thoroughfare to a slower scenic drive. Include better pedestrian crossings to link the river with the future multi-use...
sports complex. Consider removing the elevated berm on the northeast corner of 2nd Street and McLean Boulevard to allow for better views between the Advanced Learning Library and Exploration Place. The planning and design of McLean Boulevard should be completed in conjunction with the design of the ballpark village.

**Fig. 19 - McLean Boulevard Concept**

<table>
<thead>
<tr>
<th>Lead Department: MAPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steps:</td>
</tr>
<tr>
<td>• Identify funding sources for the planning, design and preliminary engineering of McLean Boulevard. Consider sources outside MAPD including other departments, corporate and non-profit sponsorship and government sources;</td>
</tr>
<tr>
<td>• Identify funding sources for the construction of McLean Boulevard. Use similar strategies as those noted in the design phase (above);</td>
</tr>
<tr>
<td>• Include the McLean Boulevard project in the Capital Improvement Program (CIP) within the next ten-year program cycle;</td>
</tr>
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</table>

**Long Term Horizon**

These recommendations are envisioned as being implemented within 10-15 years of the Plan’s adoption.

<table>
<thead>
<tr>
<th>10. River Plaza: Establish a vibrant river plaza between Delano and the Arkansas River that would preserve river views and serve as a gathering place for the neighborhood. The river plaza should be a unique asset to Wichita that includes public art and includes a mix of uses that draws visitors at various time throughout the day and week. The planning and design of the river plaza should be completed in conjunction with the design of the ballpark village.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Department: MAPD</td>
</tr>
<tr>
<td>Steps:</td>
</tr>
<tr>
<td>• Identify funding sources for the planning, design and preliminary engineering of the River Plaza. Consider sources outside MAPD including other departments, corporate and non-profit sponsorship and government sources;</td>
</tr>
<tr>
<td>• Identify funding sources for the construction of the River Plaza. Use similar strategies as those noted in the design phase (above);</td>
</tr>
<tr>
<td>• Include the River Plaza project in the Capital Improvement Program (CIP) within the next twenty-year program cycle;</td>
</tr>
</tbody>
</table>

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<tr>
<th>11. Pedestrian Bridge: Add an iconic pedestrian bridge over the river (as seen in concept in Figure 20) connecting the sports complex with the convention/performing arts complex. The planning and design of the pedestrian bridge should be completed in conjunction with the design of the ballpark village.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Department: MAPD</td>
</tr>
<tr>
<td>Steps:</td>
</tr>
<tr>
<td>• Identify funding sources for the planning, design and preliminary engineering of the Pedestrian Bridge.</td>
</tr>
</tbody>
</table>
Consider sources outside MAPD including other departments, corporate and non-profit sponsorship and government sources;

- Identify funding sources for the construction of the Pedestrian Bridge. Use similar strategies as those noted in the design phase (above);
- Include the Pedestrian Bridge project in the Capital Improvement Program (CIP) within the next twenty-year program cycle;

Implementation

Monitoring this plan to maintain progress is crucial. As Delano United was formed to implement the 2001 plan, this group is best situated to implement the new 2018 plan. A monitoring report provided by the MAPD and delivered to Delano United each month that details the progress made on the plan and new activity in the area would keep the neighborhood conscious of the changing environment. Delano United must reach out to their elected representatives to ensure that projects are placed on the CIP and don’t lose standing. A technical advisory committee composed of staff should be formed to provide the necessary assistance in completing the land use initiatives described in this plan.

As future decisions are made while implementing this plan, the same guiding principles mentioned above and in the Comprehensive plan should be kept in mind.

1. Support an innovative, vibrant and diverse economy
2. Invest in Quality of Life
3. Take care of what we have
4. Make value-added decisions
5. Protect established neighborhoods
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Appendix

Delano Neighborhood Priorities – Identified in Public Meeting

Strengths to Build Upon
• Churches
• Commercial district
• Douglas Avenue
• Exploration Place
• Friend’s University
• Historic homes
• Lawrence-Dumont Stadium
• Masonic Home
• Neighborhood parks
• Riverwalk improvements
• Schools
• Seneca Street
• Senior Center

Opportunities to Focus On
• Advanced Learning Library
• Gateways
• Grocery store
• Maple Street
• McLean Boulevard
• Neighborhood serving businesses
• Rail corridor/Pearl Street multi-use path
• Railway park
• Residential infill development
• Riverfront development
• Sycamore Street
• Trolley and bus service
• University Avenue
• Urban village redevelopment

Issues to Address
• Parking
• Mix of industrial and residential uses
• Noise from Kellogg
• Poorly maintained infrastructure
• Poorly maintained properties
• Trains
Fig. 1 - Percent of Population 65 and Over

Legend
- Housing Units
- Population 65 and Over

0.4% - 12%  
12.1% - 18%  
18.1% - 24%  
24.1% - 30%  
30.1% - 41.8%

WACO

Appendix
Fig. 2: Percent of Households with Children

Legend
- Delano Neighborhood
- Boundary
- Housing Units
- 2016 % Households with Children under 18

- 0% - 25%
- 25.1% - 40%
- 40.1% - 55%
- 55.1% - 71.8%
Fig. 3: Median Household Income

Legend
- Delano Neighborhood
- Boundary
- Housing Units

2016 Median Household Income

- $12,426.00 - $20,000.00
- $20,000.01 - $40,000.00
- $40,000.01 - $52,000.00
- $52,000.01 - $70,000.00
- $70,000.01 - $90,000.00
- $90,000.01 - $110,000.00
- $110,000.01 - $130,000.00
- $130,000.01 - $161,200.00

Appendix
Appendix

Fig. 4 - Percent Minority Population

Legend
- Delano Neighborhood Boundary
- 2010 Census Tracts
- 2010 Census Block Groups

2016 % Minority Population
0.0% - 15.0%
15.1% - 30.0%
30.1% - 45.0%
45.1% - 60.0%
60.1% - 100.0%
Fig. 5: Percent of Individuals Below Poverty Level

Legend
- Delano Neighborhood
- Boundary
- Housing Units

2016 % Individuals Below Poverty Level
- 0% - 10%
- 10.1% - 20%
- 20.1% - 30%
- 30.1% - 45%
- 45.1% - 80.8%
Fig. 6: Percent of Renter-Occupied Housing Units

Legend

- Delano Neighborhood
- Boundary
- Housing Units

2016 % Renter Occupied Housing Units

- 0% - 20%
- 20.01% - 40%
- 40.01% - 60%
- 60.01% - 80%
- 80.01% - 100%

Appendix
Fig. 7 - Percent of Unemployed Civilian Labor Force

Legend
- Delano Neighborhood
- Boundary
- 0.00% - 5.00%
- 5.01% - 10.00%
- 10.01% - 20.00%
- 20.01% - 30.00%
- 30.01% - 40.20%

2016 % Civilian Laborforce Unemployed
- Housing Units

Appendix
This critical mapping process involved identifying grocery stores (●), buffering the location with a 1-mile radius (○), and highlighting Delano (□).
RESOLUTION

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 et seq., the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita in 2015 and Sedgwick County in 2016, and amended in 2017; and

WHEREAS, the Comprehensive Plan may be amended as needed to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission on May 4, 2017 did initiate the development of the Delano Neighborhood Plan: 2018 to document an agreed upon revitalization strategy for Delano; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 et seq. to hold a public hearing; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City newspaper on February 15, 2018 and County newspaper on February 14, 2018, of a public hearing on said area plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on March 8, 2018, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said area plan;

NOW, BE IT THEREFORE RESOLVED, the Wichita-Sedgwick County Metropolitan Area Planning Commission hereby adopts Delano Neighborhood Plan: 2018 as an official amendment to the Wichita-Sedgwick County Comprehensive Plan; and

BE IT FURTHER RESOLVED, that notice of this action be transmitted to the City Council of the City of Wichita and to the Sedgwick County Board of County Commissioners for their consideration and adoption.

ADOPTED at Wichita, Kansas, this 8th day of March 2018.

Joseph A. Johnson, Chair
Wichita-Sedgwick County Metropolitan Area Planning Commission

Attest:

Dale Miller, Secretary
Wichita-Sedgwick County Metropolitan Area Planning Commission

Approved as to Form:

Jennifer Magaña, Director of Law
City of Wichita
TO:               Mayor and City Council

SUBJECT:       Public Hearing and Issuance of Industrial Revenue Bonds (Greater Wichita YMCA) (Districts I and II)

INITIATED BY:  Office of Economic Development

AGENDA:        New Business

**Recommendation:** Close the public hearing and place the bond ordinance on first reading.

**Background:** On May 8, 2018 the City Council approved a Letter of Intent to issue Industrial Revenue Bonds for the Greater Wichita YMCA in an amount not to exceed $25,000,000. The bond proceeds will be used to construct and equip a new branch facility on the Innovation Campus at Wichita State University, as well as improvements and an addition to the East Branch YMCA located at 9333 E. Douglas in east Wichita.

**Analysis:** The Greater Wichita YMCA is a 501(c)(3) not-for-profit corporation, which provides services and operates programs that promote healthy lifestyles, strong families and positive youth development to the general public, regardless of ability to pay. The Greater Wichita YMCA owns 11 facilities. As a 501(c)(3) organization, the YMCA is eligible for tax-exempt bond financing under the Federal Tax Code, which reduces borrowing costs.

The Greater Wichita YMCA intends to use the bond proceeds for two projects. First, it intends to build a new branch facility on the Innovation Campus at Wichita State University (WSU) located at 1980 N. Mid Campus Drive. This facility would be between 55,000 – 70,000 square feet at an approximate cost of $17,500,000. In addition to a wellness and fitness center, the facility would include space dedicated to WSU to expand its health and wellness programs, a health clinic and counseling services as well as to provide space to Wesley Medical Center to develop an urgent care center. The portion of the facility leased to Wesley Medical Center will not utilize any bond proceeds and should be subject to a property tax. The YMCA, in coordination with WSU, has developed after school programs for families and children in the surrounding community, offered educational and recreational programs to keep kids engaged during the summer months and offered day camps and opportunities for student employment. It is anticipated that the new branch facility will employ at least 100 full and part-time jobs once completed.

An additional $7,500,000 is being invested in the East Branch YMCA to renovate the 13,000 square-foot facility and add an additional 7,000 square feet. This project includes an expansion of the early learning center and family center along with expanding and renovating the fitness space. In 2017, nearly $1,000,000 of financial assistance was provided to members and participants in activities at the East YMCA.

**SOURCES OF FUNDS**

<table>
<thead>
<tr>
<th></th>
<th>WSU Project</th>
<th>East YMCA</th>
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<td>Industrial Revenue Bond proceeds</td>
<td>$17,500,000</td>
<td>$7,500,000</td>
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USES OF FUNDS

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<tr>
<td>Cost of issuance</td>
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<td>$ 125,000</td>
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<td><strong>Total Cost of Project</strong></td>
<td><strong>$17,500,000</strong></td>
<td><strong>$7,500,000</strong></td>
</tr>
</tbody>
</table>

**Financial Considerations:** The Greater Wichita YMCA agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The bonds will be privately placed with Intrust Bank. The Greater Wichita YMCA is generally exempt from ad valorem property taxes pursuant to Kansas law. Therefore, no tax exemption is requested in connection with the issuance of IRBs.

**Legal Considerations:** The City’s contract bond counsel firm of Gilmore & Bell, L.P. will serve as bond counsel for this issue. Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds. The public hearing held at the request for the Letter of Intent in May is in compliance with the Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing requirement in the federal tax code for tax-exempt bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the bond ordinance authorizing the execution and delivery of documents for the issuance of tax-exempt Industrial Revenue Bonds in an amount not to exceed $25,000,000 for the Greater Wichita YMCA and authorize the necessary signatures.

**Attachments:** Bond Ordinance
ORDINANCE NO. 50-[

OF THE
CITY OF WICHITA, KANSAS

AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED $25,000,000
INDUSTRIAL REVENUE BONDS
SERIES V, 2018
(GREATER WICHITA YMCA PROJECTS)
THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 et seq., as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for the purpose of the promotion and advancement of physical and mental health and recreational development, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The City Council of the Issuer (the “Governing Body”) has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series V, 2018 (Greater Wichita YMCA Projects) in the aggregate principal amount of not to exceed $25,000,000 (the "Series V, 2018 Bonds"), for the purpose of paying the costs of the acquisition, construction, renovation and equipping of certain health and wellness facilities (the "Project") as more fully described in the Indenture and in the Leases authorized in this Ordinance, for lease to The Young Men’s Christian Association of Wichita, Kansas, a Kansas nonprofit corporation (the “YMCA”) and YMCA Wichita UC, LLC, a Kansas limited liability company whose sole member is the YMCA (the “Company”).

C. The Governing Body finds that it is necessary and desirable in connection with the issuance of the Series V, 2018 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of October 1, 2018 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series V, 2018 Bonds;

(ii) a Base Lease dated as of October 1, 2018 (the “WSU Base Lease”) with the YMCA, under which the YMCA will lease the site for development of the portion of the Project constituting the WSU YMCA branch facility to the Issuer;

(ii) a Base Lease dated as of October 1, 2018 (the “Urgent Care Base Lease”) with the Company, under which the Company will lease the site for development of the portion of the Project constituting the urgent care facility to the Issuer;

(iv) a Base Lease dated as of October 1, 2018 (the “East Wichita Base Lease”) with the YMCA, under which the YMCA will lease the site for development of the remainder of the Project constituting the East Wichita YMCA branch facility to the Issuer;

(v) a Lease dated as of October 1, 2018 (the "YMCA Lease"), with the YMCA, under which the Issuer will acquire, construct, renovate and equip a portion of the Project consisting of YMCA branch facilities and lease it to the YMCA in consideration of Basic Rent and other payments; and
(vi) a Lease dated as of October 1, 2018 (the “Company Lease”), with the Company, under which the Issuer will acquire, construct and equip a portion of the Project consisting of an urgent care facility and lease it to the Company in consideration of Basic Rent and other payments; and

(vii) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series V, 2018 Bonds by the Issuer to INTRUST Bank, N.A. Wichita, Kansas (the “Purchaser”); and

(viii) a Tax Compliance Agreement among the Issuer, the YMCA and the Trustee.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture and the Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series V, 2018 Bonds, to be designated "City of Wichita Kansas Industrial Revenue Bonds, Series V, 2018 (Greater Wichita YMCA Projects)" in the aggregate principal amount of not to exceed $25,000,000, for the purpose of providing funds to pay the costs of the Project. The Series V, 2018 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series V, 2018 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the lease of the Project to the YMCA and the Company. The Series V, 2018 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series V, 2018 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will acquire an interest in the site for the Project pursuant to the WSU Base Lease and the East Wichita Base Lease, and will construct, renovate and equip the Project and lease it to the YMCA and the Company according to the provisions of the YMCA Lease and the Company Lease (collectively, the “Leases”), all in the forms approved in this Ordinance. The proposed sublease of the portion of the Project constituting the urgent care facility to Wesley Medical Center, LLC, is approved by the Issuer. The proposed sublease of a portion of the WSU YMCA branch facility to WSU for operation of a student health facility is approved by the Issuer.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series V, 2018 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Approval of the Guaranty Agreement. The form of the Guaranty Agreement dated as of October 1, 2018 among the YMCA, the Company and the Y.M.C.A. Foundation of Wichita, Inc, as guarantors, and the Trustee for the benefit of the owners of the Series V, 2018 Bonds is approved.
Section 8. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series V, 2018 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series V, 2018 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 9. **Pledge of the Net Lease Rentals.** The Issuer hereby pledges the net rentals generated under the Leases to the payment of the Series V, 2018 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series V, 2018 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series V, 2018 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.
PASSED by the governing body of the Issuer on October 9, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM ONLY.

Jennifer Magaña, Director of Law and City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 50-[___] of the City of Wichita, Kansas duly passed by the Governing Body, signed by the Mayor and published in the official City newspaper on the date stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

__________________________________________

Karen Sublett, City Clerk
The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Among other business, in accordance with notice published on September 14, 2018, in the *Wichita Eagle*, a public hearing was held by the governing body relating to the proposed issuance of not to exceed $25,000,000 principal amount of Industrial Revenue Bonds, Series V, 2018 (Greater Wichita YMCA Projects). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented for first reading an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES V, 2018 (GREATER WICHITA YMCA PROJECTS) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF HEALTH AND WELLNESS FACILITIES; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember ______________ moved that said Ordinance be passed. The motion was seconded by Councilmember ______________. Said Ordinance was duly read and considered, and upon being put, the motion for the passage upon first reading of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

* * * * * * * * * * * * * *

(Other Proceedings)

* * * * * * * * * * * * * *
CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

____________________________________

City Clerk
EXEMPLARY OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON OCTOBER 9, 2018

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented for second reading on the governing body’s consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS
INDUSTRIAL REVENUE BONDS, SERIES V, 2018 (GREATER WICHITA YMCA
PROJECTS) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION,
CONSTRUCTION, RENOVATION AND EQUIPPING OF HEALTH AND WELLNESS
FACILITIES; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND
ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember ______________ moved that the consent agenda be passed. The motion was seconded by Councilmember _________________. The motion that the consent agenda be passed, including final passage of said Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 50-[___], was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

* * * * * * * * * * * * * *
CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

______________________________
Karen Sublett, City Clerk
Agenda Report No. V-1

City of Wichita
City Council Meeting
October 2, 2018

TO: Mayor and City Council

SUBJECT: ZON2018-00033 and CUP2018-00032 – City Zone Change from LC Limited Commercial (LC) to GC General Commercial (GC) and an Amendment to Community Unit Plan DP-258 to Reflect the Zone Change and Amend Permitted Uses in Lot 1 and Lot 2; Located at the Northeast Corner of I-235 and South West Street (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board III recommended approval of the request (7-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.
**Background:** The subject site is the Dorothy Community Unit Plan (CUP) DP-258, which is located at the northeast corner of I-235 and South West Street. Total acreage of DP-258 is approximately 18.67 acres. The applicant is requesting a zone change to Parcel 1 from LC Limited Commercial (LC) to GC General Commercial (GC) and an Amendment to DP-258. Parcel 2 is currently zoned GC General Commercial and Reserves A and B are zoned SF-5 Single-Family Residential. Specific GC uses shall be as enumerated in General Provision #3 for Parcels 1 and 2. The proposed zone change will allow Construction Sales and Services and Construction Vehicle Sales and Service with outdoor storage permitted only as an accessory use to an established permitted use.

Land to the north of the application area is a single-family residential subdivision zoned SF-5. Properties located to the east are zoned LC and SF-5 and are developed with the South YMCA complex that includes outdoor pool, athletic fields, tennis courts and other amenities that support the programs of the Greater Wichita YMCA. Properties to the west are zoned LI Limited Industrial and developed with a convenience store and an industrial park. Property south of the site is Interstate Highway 235 Right-of-Way with an exit ramp onto South West Street.

In addition to amending General Provision #3, additional modifications approved by the Metropolitan Area Planning Commission (MAPC) are as follows:

1. General Provision #15 shall be modified to add the requirement for screening of loading areas, trash receptacles, outdoor storage, and loading docks from I-235 and West Street as well as from Calvert Street.
2. General Provision #17 shall be modified to add: A sidewalk along Calvert Street that connects to the sidewalk along West Street shall be constructed by the development as each phase of the property develops. Accessible pedestrian connections from the buildings within the development to the sidewalk along Calvert Street shall be constructed as each phase of the property develops.
3. Reserves A and B descriptions shall be added to the face of the CUP drawing as prescribed in the recorded plat.

**Analysis:** On August 26, 2018, the Metropolitan Area Planning Commission (MAPC) recommended approval of the request (13-0). The minutes of the MAPC hearing are attached.

On September 10, 2018, District Advisory Board (DAB) IV reviewed the application and recommended approval (7-0). Several people were in attendance and spoke both for and against the proposed rezoning and CUP amendment application. The report of DAB IV is attached.

Five (5) valid protest petitions were received accounting for 19.63% of the valid protest area. The request can be approved with a simple (four of seven) majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the Ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council 1) adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes); 2) deny the zoning request (requires five of seven votes); or 3) return the case to MAPC (requires four of seven votes).

**Attachments:** MAPC minutes
DAB IV Report
Ordinance
Protest Map
The regular meeting of the Wichita-Sedgwick County Metropolitan Area Planning Commission was held on Thursday, August 23, 2018, at 1:30 p.m., in the Planning Commission Conference Room, 2nd Floor, Suite #203, 271 West Third Street, Wichita, Kansas. The following members were present: Joe Johnson, Chair, Cindy Miles, Vice Chair, Lowell Richardson, John Dailey, John McKay, Jr., Bob Dool, David Foster; Bill Johnson, Mike Greene, Rob Hartman, Joshua Blick, Don Klausmeyer, Bob Dool and Chuck Warren. Members absent: none. Staff members present were: Dale Miller, Director; Scott Knebel, Planning Manager; Dave Yearout, Principal Planner; Mary Hunt, Principal Planner; Kathy Morgan, Senior Planner; Neil Strahl, Senior Planner, Matt Williams, Associate Planner, Kyle Kobe, Associate Planner; Jeff Vanzandt, Assistant City Attorney, Justin Waggoner, Assistant County Counselor and Ana Lopez, Recording Secretary.

* ELECTION OF OFFICERS

**MOTION:** Nomination of Cindy Miles for Chairman

McKAY moved, KLAUSMEYER seconded the motion and it carried (14-0).

**MOTION:** Nomination of Chuck Warren for Vice-Chairman.

GREENE moved, MILES seconded the motion and it carried (14-0).

1. **APPROVAL OF THE PRIOR MAPC MINUTES: AUGUST 9, 2018 AND AUGUST 23, 2018.**

**MOTION:** To approve the August 9, 2018, MAPC Minutes.

HARTMAN moved, GREENE seconded the motion, and it carried (13-0-1). Abstained: B. JOHNSON

**MOTION:** To approve the August 23, 2018, MAPC Minutes.

HARTMAN moved, KLAUSMEYER seconded the motion, and it carried (13-0-1). Abstained: DOOL.

2. **CONSIDERATION OF SUBDIVISION COMMITTEE RECOMMENDATIONS**

2-1. **SUB2018-00018: Final Plat-CEedar Creek Addition**, located on the north side of East Pawnee Road, and West of South Greenwich Road.

**STAFF COMMENTS:**

A. As this site is adjacent to Wichita’s municipal boundaries, the applicant has requested annexation to the City of Wichita. Upon annexation, the portion of the property not subject to the zone change (ZON2018-00022) will be zoned Single-Family Residential (SF-5) and allow for the lot sizes being platted. The final plat shall not be scheduled for City Council review until annexation has occurred.

B. City of Wichita Public Works and Utilities Department requires the applicant to extend water (distribution) and sewer (laterals) to all lots. Main fees are due on water transmission.
C. On the final plat, the plattor’s text shall include language that the drainage and utility easements are hereby granted as indicated for drainage purposes and for the construction and maintenance of all public utilities.

D. If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.

E. City Stormwater Management has approved the drainage plan. There is a concern of the existing street culvert capacity north of this project under Smithmoor Street. Projected peak discharge from the proposed pond system is in excess of the twin culvert capacity. It is recommended the project install a third culvert under Smithmoor Street.

F. Traffic Engineering has approved the access controls. The plat proposes complete access control along the Pawnee street frontage except for one street opening.

G. City Fire Department advises that the street length of Chateau Court (884 feet) exceeds the 800 feet maximum imposed by the Subdivision Regulations and the Fire Code. The turnaround is platted with a 58-foot right-of-way radius, exceeding the standard 50-foot right-of-way radius. City Fire has approved the street length subject to the plattor’s text referencing the need for a 38-foot paved cul-de-sac. The Subdivision Committee recommends a modification of the design criteria in Article 7 of the Subdivision Regulations as it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed modification is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

The final plat has included language referencing the 38-foot paved cul-de-sac.

H. County Public Works has requested accel/decel, right/left turn lanes on Pawnee to access Chateau Street. A petition shall be submitted to City of Wichita Public Works.

I. The Subdivision Committee has required a street connection from Kinkaid in alignment with Conifer Street in addition to an easement for “utilities, pedestrian and bicycle access” extending to the east from Chateau Street to connect with Clark Street.

The applicant has provided a street connection to the east as requested and allowed for Reserve B to include utilities, public bicycle paths, and public and private walks that would potentially connect with Clark Street.

J. Chateau Court is a street segment with 26 lots directly fronting this street. The Subdivision Regulations indicate that no more than 24 lots should be served by a 58-foot street segment. The Subdivision Committee recommends a modification of the design criteria in Article 7 of the Subdivision Regulations as it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed modification is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

K. The Applicant shall guarantee the paving of the proposed streets. In accordance with the Subdivision Regulations, Sugar Maple Court must meet the minimum 35-foot paved radius requirement. Chateau Court must meet the 38-foot paved radius requirement as required by City Fire Department. The guarantee shall also provide for sidewalks on at least one side of all through and loop streets.
L. In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.

M. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners’ association prior to recording the plat or shall submit a restrictive covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.

N. For those reserves being platted for drainage purposes, the required covenant that provides for ownership and maintenance of the reserves, shall grant to the appropriate governing body the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by the governing body.

O. The Applicant has platted a 20-foot building setback for 12 lots which represents an adjustment of the Zoning Code standard of 25 feet for the Single-Family Residential District (SF-5) and Two-Family Residential District (TF-3). The Subdivision Regulations permit the setback provisions to be modified by the plat upon the approval of the Planning Commission.

P. Approval of this plat will require a waiver of the lot depth-to-width ratio of the Subdivision Regulations for Lot 9, Lot 52, Lot 61, Block 1; Lot 8, Lots 17-19, Block 6. The Subdivision Regulations state that the maximum depth of all residential lots shall not exceed 2.5 times the width. The Subdivision Committee recommends a modification of the design criteria in Article 7 of the Subdivision Regulations as it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed modification is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

Q. GIS has approved the street names. The applicant shall correctly label the street name blades “dead end” or “no outlet” as appropriate. Plans are available from Andy Smith (asmith@wichita.gov).

R. City Environmental Health requires any wells installed for irrigation purposes to be properly permitted, installed, and inspected in a manner consistent with City and State requirements.

S. County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and nstrahl@wichita.gov.

T. The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)

U. The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.

V. Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 267-7710) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
W. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.

X. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.

Y. Perimeter closure computations shall be submitted with the final plat tracing.

Z. The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.

AA. Any relocation or removal of existing equipment of utility companies due to this plat will be at the applicant’s expense.

BB. A compact disk (CD) should be provided, which will be used by the City and County GIS Departments, detailing the final plat in digital format in AutoCAD. Please include the name of the plat on the disk. If a disk is not provided, please send the information via e-mail to Kathy Wilson (e-mail address: kwilson@wichita.gov).

    MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

    J. JOHNSON moved, McKAY seconded the motion, and it carried (14-0)

2-2. SUB2018-00027: One-Step Final Plat-SUPERIOR EXCAVATING ADDITION, located on the northwest corner of East 101st Street North and North 47th Street East (Oliver Avenue).

STAFF COMMENTS:

A. Since sanitary sewer is unavailable to serve this property, the applicant shall contact Metropolitan Area Building and Construction Department to find out what tests may be necessary and what standards are to be met for approval of on-site sewerage facilities. A memorandum shall be obtained specifying approval. A restrictive covenant is required that prohibits non-domestic wastes on the site until public sewer is available.

B. The site is currently located within the Sedgwick County Rural Water District No. 2. If service is available, feasible and the property is eligible for service, Metropolitan Area Building and Construction Department recommends connection.

C. If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
D. **County Public Works** has approved the drainage plan. The 170-foot drainage easement should be a drainage reserve, and totally encompassed within Lot 2 or Lot 3. Maintenance responsibility shall be assigned to the adjoining lot. The plattor’s text shall state: “The drainage reserve is hereby reserved for drainage reserve purposes and shall be the responsibility of the adjoining property owner, until such time as the appropriate governing body elects to assume the responsibility for maintenance and improvements to the drainage. No buildings shall be constructed or placed on or within said drainage reserves, nor shall any fill, change of grade, creation of channel or any other work be carried on without the permission of the Engineer for said governing body.”

The plat has been revised to include the drainage reserve within Lot 2 and appropriate plattor’s text language including cross-lot access note.

E. The plat proposes three access openings along 101st Street and two openings along Oliver. **County Public Works** has permitted only one access point onto Oliver, at least 400 feet north of the section line. Joint access is needed onto 101st Street to service Lots 1 and 2. The Lot 3 access point shall be at least 660 feet west of the joint access point for Lots 1 and 2.

The plat has been revised to address requested access controls.

F. The joint access opening shall be established with an access easement by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

G. **Sedgwick County Fire Department** advises that the plat will need to comply with the 2012 International Fire Code, Appendix D.- Fire Apparatus Access Roads and also the Sedgwick County Service Drive Code.

H. **County Surveying** and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and nstrahl@wichita.gov.

I. The Applicant has indicated blanket pipeline easements for the area involved in this plat. The Applicant shall either obtain a release of the easement or provide proof that the easements have been confined. If confined, any portion of the easements impacting this site shall be denoted on the plat and shall be properly referenced. A recorded copy of the release/confine of the easements shall be submitted. In the alternative, **County Surveying** will sign the plat if the pipeline does not cross the property according to the lack of utility markings provided by Kansas One Call and a corresponding note is included on the plat. The Subdivision Committee recommends a modification of the design criteria in Article 7 of the Subdivision Regulations as it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed modification is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

J. The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)

K. The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.

L. Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 267-7710) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
M. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant’s responsibility to contact all appropriate agencies to determine any such requirements.

N. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.

O. Perimeter closure computations shall be submitted with the final plat tracing.

P. The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.

Q. Any removal or relocation of existing equipment of utility companies will be at the applicant’s expense.

R. A compact disk (CD) should be provided, which will be used by the City and County GIS Departments, detailing the final plat in digital format in AutoCAD. Please include the name of the plat on the disk. If a disk is not provided, please send the information via e-mail to Kathy Wilson (e-mail address: kwilson@wichita.gov).

FOSTER asked for STRAHL to clarify what revisions had been made since the Subdivision Committee meeting. It was noted there are two residential lots and one office lot.

MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, McKAY seconded the motion, and it carried (14-0).

2-3. SUB2018-00028: One-Step Final Plat-WIESNER ADDITION, located on the west side of South 167th Street West, north of West 71st Street South.

STAFF COMMENTS:

A. Since sanitary sewer is unavailable to serve this property, the applicant shall contact Metropolitan Area Building and Construction Department to find out what tests may be necessary and what standards are to be met for approval of on-site sewerage facilities. A memorandum shall be obtained specifying approval.

B. The site is currently located within the Sedgwick County Rural Water District No. 4. However, service is unavailable. Therefore, a memorandum from Metropolitan Area Building and Construction Department is needed specifying approval of water wells.

C. If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
D. County Stormwater Management has approved the drainage plan.

E. County Public Works has approved the access controls. The plat denotes one opening along 167th Street.

F. Sedgwick County Fire Department advises that the plat will need to comply with the Sedgwick County Service Drive Code.

G. In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.

H. Approval of this plat will require a waiver of the lot depth-to-width ratio of the Subdivision Regulations. The Subdivision Regulations state that the maximum depth of all residential lots shall not exceed 2.5 times the width. The Subdivision Committee recommends a modification of the design criteria in Article 7 of the Subdivision Regulations as it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed modification is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

I. GIS has requested the street be labelled as “S 167th St W”.

J. The plattor’s text shall reference “a Lot, a Block and a Street”.

K. County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robbello@sedgwick.gov and nstrahl@wichita.gov.

L. The platting binder indicates a party holding a mortgage on the site. This party’s name must be included as a signatory on the plat, or else documentation provided indicating that such mortgage has been released.

M. The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)

N. The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.

O. Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 267-7710) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.

P. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant’s responsibility to contact all appropriate agencies to determine any such requirements.

Q. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on
ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.

R. Perimeter closure computations shall be submitted with the final plat tracing.

S. The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.

T. Any removal or relocation of existing equipment of utility companies will be at the applicant’s expense.

U. A compact disk (CD) should be provided, which will be used by the City and County GIS Departments, detailing the final plat in digital format in AutoCAD. Please include the name of the plat on the disk. If a disk is not provided, please send the information via e-mail to Kathy Wilson (e-mail address: kwilson@wichita.gov).

**MOTION:** To approve subject to the recommendation of the Subdivision Committee and staff recommendation

J. JOHNSON moved, McKAY seconded the motion, and it carried (14-0).


**STAFF COMMENTS:**

A. As this site is adjacent to Wichita’s municipal boundaries, the applicant requests annexation to the City of Wichita. Upon annexation, the reserves will be zoned Single-Family Residential (SF-5).

B. City of Wichita Public Works and Utilities Department has required the applicant to extend water (distribution) and sewer (laterals) to serve the lots. Main fees are due on water transmission and sewer mains. An alternative location is recommended for the 20-foot utility easement adjacent to 135th Street West. Depending upon location, the utility easement should be extended across Reserve A.

C. The applicant shall submit an Encroachment Agreement to City Public Works prior to submittal of the mylar.

D. If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.

E. City Stormwater Management has approved the drainage plan.

F. In accordance with the CUP, a guarantee for pedestrian crossings, left-turn lanes, center lanes and right-turn decel lanes to all full movement approaches to 135th Street West shall be reviewed and determined at the time of platting. The Traffic Engineer has required left-turn lanes, center lanes and right-turn decel lanes to all full movement approaches to 135th Street West.

G. In accordance with the CUP, the plat proposes three openings along 135th Street including one joint opening and one right-in/right-out opening.
H. The joint opening shall be established with an access easement by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

I. In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.

J. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners’ association prior to recording the plat or shall submit a restrictive covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.

K. For those reserves being platted for drainage purposes, the required covenant that provides for ownership and maintenance of the reserves, shall grant to the appropriate governing body the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by the governing body.

L. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.

M. In accordance with the CUP approval, a cross-lot circulation agreement is needed to assure internal vehicular movement between Lots 1 and 2.

N. City Environmental Health requires any wells installed for irrigation purposes to be properly permitted, installed, and inspected in a manner consistent with City and State requirements.

O. County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and nstrahl@wichita.gov.

P. The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)

Q. The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.

R. Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 267-7710) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.

S. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant’s responsibility to contact all appropriate agencies to determine any such requirements.

T. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka.
Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.

U. Perimeter closure computations shall be submitted with the final plat tracing.

V. The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.

W. Any removal or relocation of existing equipment of utility companies will be at the applicant’s expense.

X. A compact disk (CD) should be provided, which will be used by the City and County GIS Departments, detailing the final plat in digital format in AutoCAD. Please include the name of the plat on the disk. If a disk is not provided, please send the information via e-mail to Kathy Wilson (e-mail address: kwilson@wichita.gov).

RICHARDSON asked that it be noted that he had ex parte conversation regarding the plat.

MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, McKAY seconded the motion, and it carried (14-0).

2-5. SUB-2018-00030: One-Step Final Plat-K42 & HOOVER ADDITION, located Southeast corner of K-42 Highway and South Hoover Street.

STAFF COMMENTS:

A. City of Wichita Public Works and Utilities Department has required the applicant to extend water (distribution) and sewer (lateral).

B. The applicant shall submit an Encroachment Agreement to City Public Works prior to submittal of the mylar.

C. If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.

D. City Stormwater Management advises the applicant needs to submit a drainage plan for review.

E. The plat denotes two openings along K-42 Highway. The final plat shall revise the language in the plattor’s text to state: “Access Management shall be set by KDOT, but in no case shall the plat have access management standards less restrictive than City of Wichita access management standards. The permitted opening locations shall be as determined by both the KDOT metro engineer and by the City of Wichita Traffic Engineer.”

F. The applicant shall submit a copy of the instrument, which establishes the pipeline easements on the property, which verifies that the easements shown are sufficient and that utilities may be located adjacent to and within the easements. Any relocation, lowering or encasement of the pipeline, required by this development, will not be at the expense of the appropriate governing body.
G. The applicant’s agent shall determine any setback requirements for the pipelines by researching the text of
the pipeline agreements. If a setback from the pipeline easements is provided for in the pipeline easement
agreements, it shall be indicated on the face of the plat.

H. City Environmental Health requires any wells installed for irrigation purposes to be properly permitted,
installed, and inspected in a manner consistent with City and State requirements.

I. County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to
tricia.robello@sedgwick.gov and nstrahl@wichita.gov.

J. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be
subject to submittal of this binder and any relevant conditions found by such a review.

K. The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and
described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by
Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)

L. The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated
documents.

M. Prior to development of the plat, the applicant is advised to meet with the United States Postal Service
Growth Management Coordinator (Phone: (316) 267-7710) in order to receive mail delivery without delay,
avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.

N. The applicant is advised that various State and Federal requirements (specifically but not limited to the
Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the
control of soil and wind erosion and the protection of wetlands may impact how this site can be developed.
It is the applicant’s responsibility to contact all appropriate agencies to determine any such requirements.

O. The owner of the subdivision should note that any construction that results in earthwork activities that will
disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination
System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka.
Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on
ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the
owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control
device requirements.

P. Perimeter closure computations shall be submitted with the final plat tracing.

Q. The applicant should check City or County GIS mapping to determine whether the location of any taxing
district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary
splitting of lots between taxing districts.

R. Westar Energy requests additional easements. Ennidh Garcia, Area Construction Representative, will be the
contact for this plat. She can be reached at 261-6359. Any removal or relocation of service due to this plat
will be at the applicant’s expense.

S. A compact disk (CD) should be provided, which will be used by the City and County GIS Departments,
detailing the final plat in digital format in AutoCAD. Please include the name of the plat on the disk. If a
disk is not provided, please send the information via e-mail to Kathy Wilson (e-mail address:
kwilson@wichita.gov).
MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, McKAY seconded the motion, and it carried (14-0).

3. PUBLIC HEARING – VACATION ITEMS

3-1. VAC2018-00020: City Vacation of platted Utility Easement to allow for construction on property zoned LC Limited Commercial, generally located on the southeast corner of 13th Street and Greenwich Road (1236 North Greenwich Road).

The applicant has requested the vacation of a portion of the twenty-foot platted utility easement on property addressed 1236 North Greenwich Road. The applicant would like to construct a sign on the property requiring the vacation of a portion of the easement.

There are no public utilities located within the vacation area, however a waterline is located within the easement. Public Works is requesting an encroachment agreement as opposed to the vacation so as to maintain access to the waterline. Public Works opposes the vacation. Franchised utilities had no objection to the vacation. The Gateway Center Third Addition was recorded March 26, 2010.

Based upon information available prior to the public hearing and reserving the right to make further recommendations based on subsequent comments from City Traffic, Public Works/Water & Sewer/Stormwater, Fire, franchised utility representatives and other interested parties, Planning Staff recommends denial of the requested vacation.

SUBDIVISION COMMITTEE’S RECOMMENDED ACTION

The Subdivision Committee recommends denial per staff recommendations.

MATT WILLIAMS, PLANNING STAFF, presented the staff report. WILLIAMS noted that public works opposed the vacation request. Public Works did not object to the installation of the sign, but wanted a “hold harmless agreement” in lieu of approving the vacation request.

FOSTER asked WILLIAMS to explain the new material that had been handed out today.

WILLIAMS explained that he could not explain the material as he was not given an opportunity to review it prior to the meeting.

Planning staff asked for the case to be deferred or if the commission felt they understood the information well enough they could move ahead with the hearing. A general discussion of continuing the hearing was had and it was decided to continue the hearing based upon a motion to move ahead 12-2.
BRIAN LINDEBAK, MKEC ENGINEERING, provided background on his discussions with Public Works prior to filing the case. He stated he was initially told that as long as they were five feet away from the waterline Public Works staff would not be opposed. At the Subdivision Committee meeting he found out that Public Works was opposed to the vacation request and they wanted the “hold harmless agreement.” The modified proposal is a significant reduction from the proposal seen at Subdivision Committee. It leaves an 18-foot easement at that section, as opposed to a 13.5-foot reduction in the easement.

RICHARDSON asked for a clarification on what was denied and what he is asking now.

LINDEBAK explained that it is a smaller area and a change in the legal description. They will provide 13 feet of clearance at the water line instead of five feet clearance.

WARREN commented that he voted against the vacation at Subdivision Committee but with the proposed change he will change his vote.

GREENE asked what is the city’s liability.

VANZANDT responded that the city would be completely liable.

KLAUSEMEYER commented that if the city could not take care of the waterline in the remaining distance they were just being careless.

LINDEBAK stated it was either one or the other.

There was a general discussion of the validity of the need for a “hold harmless agreement,” and if they were sure where the waterline is in relation to the waterline.

MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, KLAUSEMEYER seconded the motion, and it carried (12-2). No: FLORENCE and GREENE

PUBLIC HEARINGS

4. Case No.: CON2018-00032: City Conditional Use for an Accessory Apartment on property generally located south of Maple Street, approximately one-quarter mile east of Ridge Road, and described as:

   Lot 2, Block C, Westerlea Village Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a Conditional Use to build a 24-foot by 24-foot structure in the back half of the lot for an accessory apartment. The site is currently developed with a single-family home.

The surrounding properties are zoned SF-5 Single-Family Residential to the north, west, east and south developed with single-family detached dwellings. The applicant submitted the attached site plan showing the location of the existing residence and existing detached garage and the location of the accessory structure.

The Wichita-Sedgwick County Unified Zoning Code (“UZC”) defines an “accessory apartment” (Art. II. Sec. II-B.1.b) as a dwelling unit that may be wholly within, or may be detached from a principal single-family
dwelling unit. Accessory apartments are also subject to supplementary use regulation Art. III.Sec.III-D.6.a (1) a maximum of one accessory apartment may be allowed on the same lot as a single-family dwelling unit that may be within the main building, within an accessory building or constructed as an accessory apartment; (2) the appearance of an accessory apartment shall be compatible with the main dwelling unit and with the character of the neighborhood; (3) the accessory apartment shall remain accessory to and under the same ownership as the principal single-family dwelling unit, and the ownership shall not be divided or sold as a condominium and (4) the water and sewer service provided to the accessory apartment shall not be provided as separate service from the main dwelling. Electric, gas, telephone and cable television utility service may be provided as separate utility services.

CASE HISTORY: The subject property is located in the Westerlea Village Addition, which was platted in August 1949. There are no zoning cases associated with this parcel.

ADJACENT ZONING AND LAND USE:
NORTH:  SF-5  Single-Family residences
SOUTH:  SF-5  Single-Family residences
WEST:  SF-5  Single-Family residences
EAST:  SF-5  Single-Family residences

PUBLIC SERVICES: West Maple Street is a five-lane, two-way arterial, residential paved street with 90 feet of right-of-way. All public utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the site as being located within the Established Central Area. The Future Growth Concept Map identifies the area as Residential. Residential areas reflect the full diversity of residential development densities and types typically found in a large urban municipality.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, with the following conditions:

(1) The accessory apartment shall remain accessory to and under the same ownership as the principal single-family residence and the ownership shall not be divided or sold as a condominium.

(2) The water and sewer provided to the accessory apartment shall not be provided as separate services from the main dwelling. Electric, gas, telephone and cable television utility service may be provided as separate utility services.

(3) The applicant shall obtain all applicable permits including, but not limited to: building, health and zoning. This will include turning in plans for review and approval by the MABCD for the addition to the detached garage for the accessory apartment.

(4) Development and maintenance of the site shall be in conformance with the approved site plan.

(5) If the accessory apartment is not in place within 12 months after final approval, or if the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:
(1) **The zoning, uses and character of the neighborhood:** The subject site is located in a SF-5 zoned district. Development in the area consists of single-family residences on half-acre or larger lots.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The subject site is currently zoned SF-5 which permits the existing single-family residence. The property will continue to be used for one single-family residence; the size of the property easily accommodates an accessory apartment and the additional required parking space.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request should not detrimentally impact nearby properties. The conditions of approval should minimize any anticipated detrimental impacts.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the site as being located within the Established Central Area. The Future Growth Concept Map identifies the area as Residential. Residential areas reflect the full diversity of residential development densities and types typically found in a large urban municipality.

(5) **Impact of the proposed development on community facilities:** Community facilities will not be noticeably impacted by the conversion of the detached garage into an accessory apartment. All utilities are available to the site.

**MOTION:** To approve per staff recommendation plus screening per the zoning code.

GREENE moved, HARTMAN seconded the motion, and it carried (14-0).

5. **Case No.: CON2018-00033:** County Conditional Use to permit a horse boarding facility on approximately 40 acres zoned RR Rural Residential on property generally located north of 77th Street North and east of Oliver Street (7904 North Oliver Avenue), and described as:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas except the South 30 feet for road.

**BACKGROUND:** The applicant is requesting a Conditional Use to allow the use of the property for horse riding academy or boarding stables. The applicant indicates the plan at this time is to accommodate a total of 12 horses within the proposed stable and the riding uses would occur within the pasture areas of the existing property or within the public right-of-way.

An existing farmstead home and several old outbuildings exist on the property, all generally located in the southwest portion of the property. The applicant plans to construct a large (36 x 96) horse stable holding twelve horses east of the existing outbuildings. Fencing of pasture areas will provide riding area on the property, with the majority of the eastern portion of the 40-acre tract used as a hayfield.

The aerial photo provided by the applicant depicts locations for some future buildings, either replacing existing older structures or additions to the complex. One future building is labeled as a future riding arena, which will be located to the eastern portion of the area with improvements. The full extent of the usage of the arena has not
been provided by the applicant. As such, staff presumes usage that will need to be addressed as noted within the recommendations below.

**CHARACTER OF AREA:** The character of the surrounding area is rural. All the lands in the area are zoned RR Rural Residential. Some smaller tracts exist to the north along Oliver Avenue and west along 77th Street North which have single-family homes on them. Most of the area land is used either for rural residences or agricultural purposes. The City of Kechi city limits is approximately ½-mile to the west.

**CASE HISTORY:** The land is unplatted. There are no previous zoning cases on the property.

**ADJACENT ZONING AND LAND USE:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Zoning</th>
<th>Land Use</th>
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<tbody>
<tr>
<td>NORTH</td>
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<td>large lot rural residential</td>
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<tr>
<td>SOUTH</td>
<td>RR</td>
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<tr>
<td>WEST</td>
<td>RR</td>
<td>large lot rural residential</td>
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**PUBLIC SERVICES:** The neighborhood is rural and relies on on-site water and wastewater services. Access to the property is from Oliver Avenue. Oliver Avenue is paved with open ditches to current County requirements. Adjoining public roads are within established rights-of-way required by the County and townships.

**CONFORMANCE TO PLANS/POLICIES:** The 2035 Wichita Future Growth Concept map (MAPC approval November 19, 2015) indicates the site is in the “urban growth area” for the City of Kechi. As noted within the Plan, this designation is described as follows: “Depicts anticipated long-term growth patterns for the cities of Sedgwick County. These areas are not prescriptive or binding in nature but serve as a reasonable indication as to where the future efficient and fiscally responsible extension of public infrastructure, services, and corporate limits could occur by 2035.” This use is compatible for a rural area and complies with the spirit and intent of the Plan.

**RECOMMENDATION:** Based upon the information available at the time the staff report, staff recommends the request be **APPROVED**, subject to the following conditions:

1. The operation shall be limited to the use of the existing and proposed buildings and facilities as shown on the site plan submitted with CON2018-00033. The uses shall be limited to stables and the riding operations. The maximum number of horses boarded shall be limited to 12. Riding lessons, renting of horses or public events shall not be permitted. There shall be no rodeos or other events of that nature which would result in large crowds.

2. This permit does not permit additional buildings or structures beyond that shown on the site plan. Buildings associated with the stable operations and riding facilities are permitted, subject to obtaining all necessary building permits from the Metropolitan Area Building and Codes Department (MABCD).

3. Animal wastes from areas where the animals have been confined shall be gathered as needed and as weather permits to prevent flies and odor. The gathered wastes shall be stored in air tight containers and shall be disposed of off-site. The animal wastes may be spread and tilled for fertilizing field brome grass on-site only one time each year. No on-site burial is permitted.

4. The owner or occupant of the application area shall comply with the rules and requirements of the Metropolitan Area Building and Construction Department relative to on-site water and wastewater. If animal wastes are to be disposed of in a sewage lagoon, the applicant shall comply with the regulations
of the Kansas Department of Health and Environment.

5. The horse stable facility shall be maintained free of rodent harborage, including, but not limited to improperly stored materials, enclosed partition walls and wooden floors must be closer than 12 inches to the ground. Grain or protein feed shall be stored in tightly covered rodent-proof metal containers or rodent-proof bins. Use shall be made of rodenticide and insecticides for control of rodents and flies. The horse facility shall be cleaned at least once each week, or more often if necessary, to prevent or control odors, fly breeding and rodent infestation.

6. Use shall be made of Health Department approved soil sterilants and herbicides or other effective means for the control of weeds and grass around the horse stable and associated corral areas.

7. The horse stable and any associated board fences or wooden horse shelters shall be protected from deterioration by painting. Painting is not required for redwood, cedar or chemically-treated and pressure-treated lumber. The stable building, fences and shelters shall be constructed of dimensioned building materials.

8. The building and structures associated with the horse stable shall be open to unannounced inspection by Metropolitan Area Building and Construction Department personnel during reasonable daylight business hours to insure continued compliance with the above requirements.

9. Any change in the use, or request for new uses on the property shall be require appropriate future zoning approvals.

10. If the Zoning Administrator finds there is a violation of any provision or condition of the Conditional Use, or any other provision of the Unified Zoning Code (UZC), the Zoning Administrator shall enforce all remedies of Section VIII of the UZC, and with the concurrence of the Planning Director, declare the Conditional Use null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The zoning, uses and character of the neighborhood, as noted above, are rural residential and all possible impacts on the neighborhood are mitigated by the conditions attached to this Conditional Use.

2. The suitability of the subject property for the uses to which it has been restricted: The property is mostly rural residential and agricultural in nature.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The limitations established by the approval is expected to make this use compatible with the neighborhood.

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 impact to the landowners would be significant if this request is denied as the desire is to expand the use of the property in a profitable manner.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2035 Wichita Future Growth Concept map (MAPC approval November 19, 2015) indicates the site is in the “urban growth area” for the City of Kechi. As noted within the Plan, this designation is
described as follows: “Depicts anticipated long-term growth patterns for the cities of Sedgwick County. These areas are not prescriptive or binding in nature but serve as a reasonable indication as to where the future efficient and fiscally responsible extension of public infrastructure, services, and corporate limits could occur by 2035.” This use is compatible for a rural area and complies with the spirit and intent of the Plan.

6. Impact of the proposed development on community facilities: The proposed use will have no detrimental impact on community facilities.

FOSTER asked for the title of the site plan to be corrected.

**MOTION:** To approve subject to staff recommendation.

HARTMAN moved, GREENE seconded the motion, and it carried (12-0).

6. **Case No.: ZON2018-00031:** City Zone Change from SF-5 Single-Family Residential to GC General Commercial to allow for the expansion of a machine shop (associated with BZA2018-50) on property generally located north of West 53rd Street North and west of North Arkansas Avenue (5401 N. Armstrong Avenue), and described as:

Lot 16, Interurban Place, Sedgwick County, Kansas, located in the SW/4 of Section 17, Township 26 South, Range 1 East of the 6th P.M., except the West 366 feet, and except the North 198.06 feet.

**BACKGROUND:** The applicant/owner operates an existing machine shop on the property to the west of the subject site and has recently acquired this lot to expand the business. The intent is to rezone this property to GC General Commercial (GC), which is the same zoning of the existing business property, and obtain a variance (BZA2018-00050) in order to construct a new building similar in appearance but which will not have the street frontage devoted to an office, display or sales area as required by the Unified Zoning Code. The existing business to the west received a variance in 2004 for the same condition when the expansion occurred at that time.

The 0.53-acre property is presently zoned SF-5 Single Family Residential (SF-5). The zone change to GC General Commercial (GC) and variance are requested for the reasons stated above. The applicant was advised prior to submission of this application that additional right-of-way would be required along 53rd Street North on the subject property in order to conform to the requirements of the City of Wichita and to align with the street right-of-way on the property to the west.

Except for the machine shop to the west, the surrounding neighborhood is mostly single-family residential uses and zoned SF-5 Single-Family Residential (SF-5). There are also some properties zoned LC Limited Commercial (LC) and GC General Commercial on the south side of 53rd Street North further to the west, and some LC Limited Commercial zoning at the intersection of Seneca Street and 53rd Street North to the west.

There is a church to the east of Armstrong Avenue on the north side of 53rd Street North.

**CASE HISTORY:** The subject property is Lot 16 in the Interurban Addition, which was platted and recorded in 1921. There has been no other zoning activity on the subject property. As noted above, past actions have occurred on the owner’s property to the west.

**ADJACENT ZONING AND LAND USE:**

<table>
<thead>
<tr>
<th>NORTH:</th>
<th>SF-5</th>
<th>residential</th>
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</thead>
<tbody>
<tr>
<td>SOUTH:</td>
<td>SF-5</td>
<td>residential</td>
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</table>
EAST: SF-5 residential
WEST: GC commercial machine shop

**PUBLIC SERVICES:** 53rd Street North is a paved street with curbs and gutters. As noted above, additional right-of-way needs to be dedicated along 53rd Street North. Armstrong Avenue is paved, but there are no curbs or gutters. Whether additional improvements will be needed on Armstrong Avenue will depend upon the design for the new building. This matter will be addressed through the building permitting process. The site is served by municipal water, but there is no public sanitary sewer service to the area. All other private utilities and services are available.

**CONFORMANCE TO PLANS/POLICIES:** The Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the area in which the site is considered for residential uses, but adjacent to commercial use. It is presumed the designation is more to reflect existing uses at the time of the Plan preparation. Supporting the expansion of commercial development of the site would provide greater tax base and employment opportunities.

**RECOMMENDATION:** Based upon the information available at the time the staff report was completed, staff recommends approval of the request, subject to the creation of Protective Overlay #332 as follows:

**Protective Overlay:**

1. Uses shall be limited to those allowed by right in the TF-3 zoning district, and a machine shop and manufacturing business and associated offices, EXCEPT the following uses shall be prohibited: Day Care, Limited; Recycling Collection Station, Private; or Asphalt or Concrete Plant, Limited.
2. No outdoor storage is permitted.
3. All parking lot lights shall be shielded and directed downward.
4. Signage shall be per the sign code for the LC, Limited Commercial zoning district.
5. Landscape and screening shall be per the Unified Zoning Code and landscape ordinance.
6. Maximum building height is 35 feet.
7. Maximum building coverage shall be no more than 35 percent.
8. Contingent dedication of additional right-of-way for 53rd Street North as specified by Public Works prior to the publication of the ordinance implementing the zone change.

**Manufacturing, Limited and machine shop shall be regulated by the following additional restrictions:**

1. The gross Floor Area of any building housing a Limited Manufacturing Use shall not exceed one square foot of floor Area to three square feet of lot Area.
2. The minimum setback of any building from the north and west property lines shall be 30 feet.
3. The maximum number of employees with a limited manufacturing use on any one shift shall not exceed 15.
4. No machine shop use shall be permitted unless the entire frontage of the ground floor along the street frontage of 53rd Street North is used for office space, display or wholesale or retail; or complies with the restrictions found in Section III-D.6.n. in the Supplementary Use Regulations, and amendments thereto unless the Board of Zoning Appeals grants a variance as requested in BZA2018-00050.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The surrounding neighborhood is mostly single-family residential uses and zoned SF-5 Single-Family Residential (SF-5). There are also some properties zoned LC Limited Commercial (LC) and GC General Commercial on the south side of 53rd Street North further to the west, and some LC Limited Commercial zoning at the intersection of Seneca Street and 53rd Street North to the west.
2. The suitability of the subject property for the uses to which it has been restricted: The subject property has been cleared and does not appear to be appropriate for redevelopment residentially.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed GC zoning with the proposed Protective Overlay will provide restrictions on the site that will help mitigate adverse impact on nearby property.

4. Length of time the property has been vacant as currently zoned: The property has been underutilized for years and was acquired from the estate of the former owner.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the area in which the site is considered for residential uses, but adjacent to commercial use. It is presumed the designation is more to reflect existing uses at the time of the Plan preparation. Supporting the expansion of commercial development of the site would provide greater tax base and employment opportunities.

7. Impact of the proposed development on community facilities: Rezoning of the property would not have any impact on community facilities or resources. Most public improvements are available to serve the property.

DAVE YEAROUT, PLANNING STAFF, presented the staff report and corrected an error noted by RICHARDSON regarding the width of setbacks and from which property line the setbacks were located.

STAN BLANKENSHIP, OWNER/APPLICANT, 7600 NORTH WALTERS CIRCLE, ???, asked if there were any questions.

McKAY asked if he agreed to the conditions of approval.

BLANKENSHIP stated he had not read them. BLANKENSHIP stepped away from the podium to review the staff report.

MOTION: To move on to the other cases while Mr. Blankenship reviewed the staff report.

J. JOHNSON moved, WARREN seconded the motion, and it carried (14-0).

BLANKENSHIP stated he found nothing objectionable in the staff report. He stated he has owned property on 53rd Street since 1983, and 53rd Street is going commercial. When he bought the application area it was a house with holes in the roof and was overgrown. It has since been cleared and no one is going to rebuild a house on the property.

STEVE MANNING, ROSE HILL, his mother’s house is located immediately north of the application area. He concurred with Mr. BLANKENSHIP’s description of the property before BLANKENSHIP cleaned it up. He stated he was not concerned with the zoning but wanted to make sure there would be building setbacks and screening. Whatever, BLANKENSHIP builds will be better than what was there.

MOTION: To approve subject to staff recommendation plus setbacks of 25 feet on the north and east.
J. JOHNSON moved, BLICK seconded the motion, and it carried (14-0).

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7. **Case No.: ZON2018-00035**: City Zone Change from SF-5 Single-Family Residential to LC Limited Commercial with a Protective Overlay on property generally located on the southwest corner of East 21st Street North and North 159th Street East, and described as:

Lot 29, Block A, The Ranch, an Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The subject site is zoned SF-5 Single-Family Residential (SF-5). The applicant is requesting LC Limited Commercial (LC) zoning to allow for the land to be developed per LC Limited Commercial development standards. The applicant is seeking the flexibility to develop the site for commercial uses, though no specific use is determined at this time. This rezoning would be accompanied by a Protective Overlay #330 to limit uses, define screening and landscaping, and create architectural controls.

The property north of the site is zoned LC Limited Commercial and is currently undeveloped. Property to the east of the site is located within the City of Andover and consists of undeveloped parcels and single family residential development. Property to the south of this site is zoned SF-5 Single Family Residential and is currently platted, undeveloped land. Property to the west of this site is currently located within the unincorporated area of Sedgwick County, is zoned LC Limited Commercial in the abutting property and SF-20 in the parcel beyond that, and is developed as a commercial agricultural based business and single family residential lots, respectively.

**CASE HISTORY:** This property was the site of ZON2007-00067, which also sought to rezone the property to LC Limited Commercial zoning, however this case was withdrawn prior to finalization. The site was platted in The Ranch Addition, which was recorded with the Sedgwick County Register of Deeds December 13, 2013.

**ADJACENT ZONING AND LAND USE:**

- **NORTH:** LC Undeveloped
- **SOUTH:** SF-5 Undeveloped
- **WEST:** LC, SF-20 County, Agricultural Based Business, Single Family Residential
- **EAST:** Andover Undeveloped, Single Family Residential

**PUBLIC SERVICES:** The site has access to East 21st Street North (a paved four lane arterial) and North 159th Street East (a paved two land arterial with turning lanes at the intersection abutting the subject property). However, current access restrictions on the plat show only one permitted access opening on East 21st Street North. The site has access to water lines along East 21st Street North.

**CONFORMANCE TO PLANS/POLICIES:** The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, in the Future Growth Concept Map identifies the area as suitable for New Residential. New Residential Growth will likely be developed or redeveloped by 2035 as predominately residential with pockets of major institutional and commercial uses. The Future Growth Concept Map identifies the area just west of this as suitable for Residential and Employment Growth Mix.

**RECOMMENDATION:** Based on the information available prior to the public hearing, MAPD staff recommends the application be APPROVED, subject to the attached provisions of PO #330 and the following condition:

1. The applicant shall record a PO certificate with the Register of Deeds indicating that this tract (referenced as PO #330 The Ranch Protective Overlay) has special conditions for development on the property. A copy of the recorded certificate shall be submitted to the Metropolitan Area Planning Department within 60 days of approval of the request or it shall be considered denied and closed.
This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The property north of the site is zoned LC Limited Commercial and is currently undeveloped. Property to the east of the site is located within the City of Andover and consists of undeveloped parcels and single family residential development. Property to the south of this site is zoned SF-5 Single Family Residential and is currently platted, undeveloped land. Property to the west of this site is currently located within the unincorporated area of Sedgwick County, is zoned LC Limited Commercial in the abutting property and SF-20 in the parcel beyond that, and is developed as a commercial agricultural based business and single family residential lots, respectively.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site is suitable for the residential development to which it is currently restricted. It is primarily surrounded by residential development, though there are other parcels around this intersection that are also zoned for commercial development.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proximity of the intersection adjacent to this property and nearby commercial zoning make it more suitable for a change to commercial zoning than might otherwise be the case. The provisions of the Protective Overlay associated with this case will restrict the type of commercial development that could occur on site to uses compatible with the overall residential nature of its surroundings.

4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** There will be little impact either positively or negatively on the public health, safety, and welfare of the surrounding area if this request were to be approved. Denial of this request would restrict the property to primarily residential uses, given its current SF-5 zoning.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, in the Future Growth Concept Map identifies the area as suitable for New Residential. New Residential Growth will likely be developed or redeveloped by 2035 as predominately residential with pockets of major institutional and commercial uses. The Future Growth Concept Map identifies the area just west of this as suitable for Residential and Employment Growth Mix.

6. **Impact of the proposed development on community facilities:** Water mains are located in proximity to the proposed development, but sewer lines will have to be extended onto the site.

DAILEY asked for clarification regarding the process when “uses permitted” are listed versus when “uses prohibited” are listed.

KYLE KOBE, PLANNING STAFF, clarified that the site has two platted access points.

**MOTION:** To approve subject to staff recommendations.

GREENE moved, McKAY seconded the motion, and it carried (14-0).

8. **Case No.: ZON2018-00036:** City Zone Change from TF-3 Two-Family Residential to GO General Office on property generally located north of Kellogg Drive and east of Oliver Avenue (434 South Oliver Avenue) and generally described as:

Part of Lots 34, 36, 38, and 40, Oliver Street, Highland View Addition to Wichita, Sedgwick County, Kansas, described as follows:
BEGINNING at the northeast corner of said Lot 40; thence along the east line of said Lot 40 on an assumed bearing of S00°23'06"W, 100.09 feet to the southeast corner of said Lot 34; thence along the south line of said Lot 34, N89°17'34"W, 108.62 feet; thence N00°06'16"W, 51.57 feet; thence N03°15'28"W, 42.83 feet to a point on the north line of said Lot 40; thence along said north line, S89°17'28"E, 111.83 feet to the POINT OF BEGINNING.

BACKGROUND: The applicants are requesting a zone change from TF-3 Two Family Residential to GO General Office zoning on the subject site, consisting of approximately .25 acres. The applicant is seeking to open up development options on the site to a wider range than what is allowed per the TF-3 Two Family Residential zoning classification.

The applicant has previously met with city staff via the Development Review process, in which they outlined a potential development plan of placing fourplex style residential buildings on site. However, this development plan is not ‘set in stone’ and is still subject to change. The proposed rezoning would allow for this type of development, as well as a limited amount of other development options. During the Development Review meeting it was also stated that staff recommends limiting access controls to one opening on South Oliver Avenue for this parcel.

North of the site is zoned GO General Office and is undeveloped, farther north of that is zoned TF-3 Two Family Residential and is developed as single family residential. East of the site is zoned TF-3 Two Family Residential and is developed as single family residential. South of the site is zoned GO General Office and LC Limited Commercial. The site is currently used as a storm water pump station with a screening wall. West of the site is zoned TF-3 Two Family Residential and is developed as duplex residential.

CASE HISTORY: This property was platted as a part of The Highland View Addition on May 5, 1910.

ADJACENT ZONING AND LAND USE:
North: GO, TF-3 Undeveloped, Single Family Residential
South: GO, LC Undeveloped, Storm Water Pump Station
East: TF-3 Single Family Residential
West: TF-3 Duplex Residential

PUBLIC SERVICES: This site has access to South Oliver Avenue (a paved 5 lane arterial) and has nearby access to water and sewer lines.

CONFORMANCE TO PLANS/POLICIES: The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, via the 2035 Wichita Future Growth Concept Map, identifies the site as New Residential.

New Residential: Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well, based upon market-driven location factors. In certain areas, especially those in proximity to existing industrial uses, highways, rail lines, and airports, pockets of Industrial Uses likely will be developed.

The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the site as within the Established Central Area (ECA) – the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the ECA that maximizes public investment in existing and planned infrastructure and services. Infill development has been identified as a priority strategy for growth within the City of Wichita. This parcel is a textbook example of the type of location where infill development should be encouraged to occur.
The proposed rezoning is appropriate due to its capacity for a residential style of development, as well as smaller scale office and commercial type uses. In addition, this parcel and the proposed zone change represent the type of infill development that has been identified as a priority strategy for the City of Wichita.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED** subject to the following conditions,

1. Access controls shall be limited to one opening along South Oliver Avenue for the application area. Said access controls shall be provided to Planning via dedication of access control by separate instruments, with original signatures, to go with the Ordinance to City Council for final action and subsequent recording with the Ordinance at the Register of Deeds. All to be provided to the Planning Department prior to this case going to City Council for final action.

2. All improvements shall adhere to City Standards and at the applicants’ expense.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** North of the site is zoned GO General Office and is undeveloped, farther north of that is zoned TF-3 Two Family Residential and is developed as single family residential. East of the site is zoned TF-3 Two Family Residential and is developed as single family residential. South of the site is zoned GO General Office and LC Limited Commercial. The site is currently used as a storm water pump station with a screening wall. West of the site is zoned TF-3 Two Family Residential and is developed as duplex residential.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is well suited to the restrictions of the TF-3 Two Family Residential district as the majority of the zoning lots around it are also zoned as such. This property’s location along an arterial, near a prominent intersection with East Kellogg Drive, makes this site suitable for a wider range of uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the requested zone change should not detrimentally affect nearby property. The uses allowed within the GO General Office zoning district are generally compatible with residential uses. Given the proximity of other GO General Office zoning as well as LC Limited Commercial zoning and the intersection with East Kellogg Drive, the proposed zone change is well suited to the site it is proposed for.

4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Rezoning to GO General Office will allow for the development of the subject area in a variety of ways, all of which should be compatible with the surrounding land uses. Regardless of the eventual development on this site, there should not be any negative impact to the public health, safety, or welfare of the surrounding area. Denial of this application would somewhat restrict the development options for this site, which would represent a potential loss in value to the property owner.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the **Community Investments Plan**, via the **2035 Wichita Future Growth Concept Map**, identifies the site as **New Residential**.

- **New Residential:** Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category.
- Pockets of Major Institutional and Commercial uses likely will be developed within this...
area as well, based upon market-driven location factors. In certain areas, especially those in proximity to existing industrial uses, highways, rail lines, and airports, pockets of Industrial Uses likely will be developed.

The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area (ECA) – the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the ECA that maximizes public investment in existing and planned infrastructure and services. Infill development has been identified as a priority strategy for growth within the City of Wichita. This parcel is a textbook example of the type of location where infill development should be encouraged to occur.

The proposed rezoning is appropriate due to its capacity for a residential style of development, as well as smaller scale office and commercial type uses. In addition, this parcel and the proposed zone change represent the type of infill development that has been identified as a priority strategy for the City of Wichita.

6. Impact of the proposed development on community facilities: There should not be any negative impacts on community facilities as a result of the proposed zone change. Due to the presence of other openings immediately adjacent to the north and south of this property, and the potential for different types and intensities of development, staff is recommending the site be restricted to one access point off of South Oliver Avenue. **KOBE, PLANNING STAFF**, presented the staff report. He noted that staff is recommending approval subject to access control limiting the application area to one driveway opening along Oliver. KOBE noted that the applicant is working with Public Works to see if they can get another access point from the property located south of the application area. He also noted that they own located to the north and to the south of the application area that is not part of the application area, and it is the land to the south they are working to get a second access point through.

**BRIAN LINDEBAK, AGENT, MKEC ENGINEERING**, restated that the applicant was working with Public Works to obtain access to and through property that the applicant owns but is not part of the current application.

**RICHARDSON** asked and received clarification that the applicant was satisfied with one access point to the application area.

**KNEBEL** pointed out that the application area currently has one platted access point.

**NATHAN BAINBRIDGE, 427 SOUTH GLENDALE**, noted that his property backs up to the application area. He stated he is opposed for the following reasons: loss of property value, the project is undefined, screening and drainage. His property sits lower than the application area.

**McKAY** clarified that the request was for office, not commercial.

**KLAUSMEYER** asked if he was getting water from the property now.

**BAINBRIDGE** replied no.

**HARTMAN** asked if screening was required for office uses.

**KNEBEL** replied that both screening, six to eight-foot fencing, and landscaping would be required.

**RICHARDSON** asked for staff to explain how drainage was reviewed.
MILLER explained that at the time a building permit is requested a four-corner lot drainage evaluation would occur.

LINDEBAK stated they don’t have a specific development in mind and they will look at drainage at the time the building permit is requested.

**MOTION:** To approve subject to staff recommendation.

HARTMAN moved, FLORENCE seconded the motion, and it carried (14-0).

9. Other Matters/Adjournment

The Metropolitan Area Planning Commission adjourned at 2:43 p.m.

State of Kansas    
Sedgwick County     

I, W. Dale Miller, Secretary of the Wichita-Sedgwick County Metropolitan Area Planning Commission, do hereby certify that the foregoing copy of the minutes of the meeting of the Wichita-Sedgwick County Metropolitan Area Planning Commission, held on ________________, is a true and correct copy of the minutes officially approved by such Commission.

Given under my hand and official seal this _______day of ____________________, 2018.

__________________________________
Dale Miller, Secretary
Wichita-Sedgwick County Metropolitan Area Planning Commission
INTEROFFICE MEMORANDUM

TO:       MAPD
FROM: Rebecca Fields, Community Services Representative, District IV
SUBJECT: ZON2018-00033 and CUP2018-00032
DATE:    September 12, 2018

On Monday, September 10, 2018, the District IV Advisory Board considered an application that Kathy Morgan, Senior Planner with MAPD, presented. The applicant, D & P Land LLC, is requesting a City zone change from LC Limited Commercial to GC General Commercial and amendment to CUP DP-258. The proposed use is for construction sales and service and construction vehicle sales and service with outdoor storage permitted only as an accessory use. The property was purchased by Larry Cook who was in attendance with his agent, Levi Bond. The majority in attendance were there to hear this matter. After Ms. Morgan carefully explained the layout of the property, including the Big Slough South, a large drainage ditch that runs along the north side of the property, DAB Member Michael Gomm asked how the property would be accessed. Mr. Levi Bond, Agent for the Applicant, stated that there would be a large/wide bridge that would connect the property to Calvert Street crossing the Big Slough South. Mr. Les Moser, a nearby resident of this site, asked Councilman Blubaugh how the other City Council Members make a decision about these proposals. Councilman Blubaugh replied that the other Council Members will follow his lead on this since it is in his District.

Kathy Morgan, MAPD, then explained her color-coded handout of the sites and the petition that was signed by the property owners in the area. Kathy pointed out that the protest petition was invalid due to many of the properties having only one signature when both owners should have signed the petition. Mr. Moser said it wasn’t clear on the instructions to do this. Mr. Moser also argued that due to the few personal properties that fell into the boundary of the petition protest, that this shows approximately 60% of homeowners within that boundary disapproving as opposed to the 20% that Ms. Morgan claims. Mr. Moser also called Cleveland School and spoke to the Assistant of Operations. The Assistant of Operations at the school said that he could not weigh in on this, but he would pass the information on to the BOE (Board of Education). Mr. Moser then received a call from the Legal Department of the BOE stating that they (the BOE) were neutral on this matter as they did not feel it would affect the safety of the school in any way.

Kerri Vaughn, a nearby resident living on W Calvert Ct., states that she and her husband support the building of the proposed construction office.

Les Moser is concerned about the bridge that will be built over the ditch (Big Slough South) because he has seen the ditch full and is worried about a bridge impeding the flow of water during a large rain. Ms. Morgan replied that once the building plan has been presented to
MABCD (Metropolitan Area Building & Construction Department) that Storm Water will have to sign off on the bridge to make sure that it meets all requirements.
Mr. Moser further expressed his concerns with any construction vehicles using residential streets and warned that the drivers need to stay on Calvert Street and was worried that wait times of drivers trying to gain access on to West Street would start a practice of using alternative routes through the neighborhood. DAB Member Nick Hoheisel then stated that he is a member of the Southwest Village Neighborhood Association and that they heard the plan and support the plan.

It was at this time that DAB Member Matt Lashley made a motion to approve this matter and Nick Hoheisel gave a 2nd. The motion was approved 7/0.
ORDINANCE NO. 50-867

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. ZON2018-00033

Zone change from LC Limited Commercial to GC General Commercial, generally described as:

Lot 1, Dorothy Addition, Wichita, Sedgwick County, Kansas; generally located at the northeast corner of I-235 Highway and South West 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.

___________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

(SEAL) Approved as to form: ______________________________
Jennifer Magaña, City Attorney and Director of Law
PROTEST WITHIN CALCULATION AREA

PROTEST OUTSIDE CALCULATION AREA

INVALID PROTEST (missing signatures)
CMB’S FOR October 2, 2018

<table>
<thead>
<tr>
<th>Renew</th>
<th>2018</th>
<th>Consumption On Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daisy M. Rivas</td>
<td>Antojitos Guanamex**</td>
<td>1425 E. Central Ave</td>
</tr>
<tr>
<td>Elizabeth Gutierrez</td>
<td>La Carreta Mexican Restaurant**</td>
<td>1608 E. Harry</td>
</tr>
</tbody>
</table>

** General/Restaurant (need 50% or more gross revenue from sale of food)
*** Retailer (Grocery stores, convenience stores, etc.)
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 2, 2018

a. Water Distribution System to serve Tallgrass East Commercial 2nd Addition (north of 21st Street North, east of Webb Road) (448-90742/735608/470281) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $38,000.00

b. Storm Water Sewer #731 to serve Falcon Falls 2nd Addition (north of 45th Street North, east of Hillside Ave.) (468-85340/751583/485474) Does not affect existing traffic. (District I) - $365,000.00

c. Water Distribution System to serve Edge Water Addition (north of K-96, west of Hoover Rd.) (448-90316/735617/470290) Does not affect existing traffic. (District VI) - $78,000.00

d. Lateral 4, Main 24, Southwest Interceptor Sewer to serve Edge Water Addition (north of K-96, west of Hoover Rd.) (468-84368/744483/480174) Does not affect existing traffic. (District VI) - $110,000.00

e. Storm Water Sewer #726 to serve Auburn Lakes Addition (north of Kellogg Drive, east of 135th Street West) (468-85307/751578/485469) Does not affect existing traffic. (District IV) - $72,000.00

f. Montecito from the east edge of South 135th Street to the northeast corner of Lot 1, Block 3; Naples Circle from the east edge of South 135th Street to the intersection of Angela and Naples Circle near the southeast corner of Lot 86, Block 1 serving Lots 83-85, Block 1; Naples from the intersection of Naples and Naples Circle near the southwest corner of Lot 7, Block 2 through the intersection of Naples and Forestview continuing east to the southeast corner of Lot 6, Block 3 serving Lots 74-82, Block 1 and Lots 7-8, Block 2; Forestview from the intersection of Naples and Forestview near the southwest corner of Lot 6, Block 3 to the south edge of Montecito near the northwest corner of Lot 1, Block 3 serving Lots 9-15, Block 2 and Lots 1-6, Block 3; Angela from the south edge of Montecito to the intersection of Angela and Naples Circle near the southwest corner of Lot 7, Block 2 serving Lots 86-89, Block 1 and Lots 1-6, Block 2 to serve Auburn Lakes Addition (north of Kellogg Drive, east of 135th Street West) (472-85327/766420/490453) Does not affect existing traffic. (District IV) - $559,000.00
PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Tallgrass East Commercial 2nd Addition
(north of 21st Street N, east of Webb Rd.)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

<table>
<thead>
<tr>
<th>LUMP SUM BID ITEMS</th>
<th></th>
<th>LS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Seeding</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>2 Site Clearing</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>3 Seeding, Temporary</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>4 Traffic Control</td>
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<td>LS</td>
</tr>
<tr>
<td>5 Site Restoration</td>
<td>1</td>
<td>LS</td>
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</table>

<table>
<thead>
<tr>
<th>MEASURED QUANTITY BID ITEMS</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>6 Pipe, WL 8&quot;</td>
<td>255</td>
<td>ft</td>
</tr>
<tr>
<td>7 Pipe, WL 8&quot; (DiCL)</td>
<td>5</td>
<td>ft</td>
</tr>
<tr>
<td>8 Pipe, WL 8&quot; by Directional Drill</td>
<td>112</td>
<td>ft</td>
</tr>
<tr>
<td>9 Fire Hydrant Assembly</td>
<td>1</td>
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<tr>
<td>10 Valve Assembly, Anchored 8&quot;, Special</td>
<td>1</td>
<td>ea</td>
</tr>
<tr>
<td>11 Valve Assembly, Blowoff</td>
<td>1</td>
<td>ea</td>
</tr>
<tr>
<td>12 Valve Assembly, Air Release (1&quot;)</td>
<td>1</td>
<td>ea</td>
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<tr>
<td>13 BMP, Silt Fence</td>
<td>332</td>
<td>ft</td>
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<tr>
<td>14 Pipe, WL 8&quot;, RJ</td>
<td>39</td>
<td>ft</td>
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</table>

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $38,000.00

CITY OF WICHITA
STATE OF KANSAS SS

I do solemnly swear that the above amount is correct, reasonable and just.

[Signature] Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this __________ (DATE)

____________________
City Clerk

470281 (735608) 448-90742
Page EXHIBIT

103
PRELIMINARY ESTIMATE of the cost of:
Storm Water Sewer #731 to serve Falcon Falls 2nd Addition
(north of 45th Street North, east of Hillside Ave.)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

### LUMP SUM BID ITEMS
1. Site Clearing
2. Site Restoration
3. Seeding
4. Maintain Existing BMPs
5. Clean Existing Storm Sewer

### MEASURED QUANTITY BID ITEMS
6. Inlet Curb (Type 1A) (L=10' W=3')
7. Inlet Curb (Type 1A) (L=10' W=4')
8. Inlet Curb (Type 1A) (L=5' W=3')
9. Inlet, Drop Special
10. Inlet, Drop (Double-Double)
11. MH, Reinforced Concrete
12. MH, Standard SWS (6')
13. MH Adjusted, SS
14. Pipe, SWS 15'
15. Pipe, SWS 18'
16. Pipe, SWS 24'
17. Pipe, SWS 30'
18. Pipe, SWS 36'
19. Pipe, SWS 48'
20. Pipe Stub, 24"
21. Pipe, End Section 48"
22. Concrete Collar
23. Fill, Sand (Flushed & Vibrated)
24. Rip-Rap, Light Stone
25. BMP, Drop Inlet Protection
26. BMP, Curb Inlet Protection
27. BMP, Erosion Control Mat

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Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

$365,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Jarzen, P.E., City Engineer

Sworn to and subscribed before me this ____________________________ (DATE)

_______________________
City Clerk

465474 (751583) 468-85340
Page 104
EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Edge Water Addition
(north of K-96, west of Hoover Rd.)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

<table>
<thead>
<tr>
<th>LUMP SUM BID ITEMS (735617) - Group 1</th>
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</thead>
<tbody>
<tr>
<td>1 Maintain Existing BMPs</td>
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<tr>
<td>2 Site Clearing</td>
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<tr>
<td>3 Site Restoration</td>
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</table>

<table>
<thead>
<tr>
<th>MEASURED QUANTITY BID ITEMS (735617) - Group 1</th>
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</thead>
<tbody>
<tr>
<td>4 Pipe, WL 6&quot;</td>
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<tr>
<td>5 Pipe, WL 8&quot;</td>
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<tr>
<td>6 Valve Assembly, 8&quot;</td>
</tr>
<tr>
<td>7 Valve Assembly, Anchored 8&quot;, Special</td>
</tr>
<tr>
<td>8 Fire Hydrant Assembly</td>
</tr>
<tr>
<td>9 Valve Assembly, Blowoff</td>
</tr>
</tbody>
</table>

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

$78,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

[Signature]
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this ____________________________ (DATE)

_________________________
City Clerk

470290 (735617) 448-90316

Page EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
Lateral 4, Main 24, Southwest Interceptor Sewer to serve Edge Water Addition
(north of K-96, west of Hoover Rd.)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

<table>
<thead>
<tr>
<th>Lump Sum Bid Items (744483) - Group 2</th>
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<tbody>
<tr>
<td>1 Seeding</td>
</tr>
<tr>
<td>2 Site Clearing</td>
</tr>
<tr>
<td>3 Site Restoration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measured Quantity Bid Items (744483) - Group 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Pipe, SS 8&quot;</td>
</tr>
<tr>
<td>5 Pipe, SS 10&quot;</td>
</tr>
<tr>
<td>6 Pipe Stub, 4&quot;</td>
</tr>
<tr>
<td>7 Pipe Stub, 8&quot;</td>
</tr>
<tr>
<td>8 Riser Assembly 4&quot;, Vertical</td>
</tr>
<tr>
<td>9 Riser Assembly 4&quot;, Manhole Stub</td>
</tr>
<tr>
<td>10 MH, Standard SS (4')</td>
</tr>
<tr>
<td>11 MH, Connect to existing</td>
</tr>
<tr>
<td>12 Air Testing, SS Pipe</td>
</tr>
<tr>
<td>13 BMP, Construction Entrance</td>
</tr>
<tr>
<td>14 BMP, Silt Fence</td>
</tr>
<tr>
<td>15 Fill, Flowable</td>
</tr>
<tr>
<td>16 Fill, Sand (Flushed &amp; Vibrated)</td>
</tr>
<tr>
<td>17 MH, Joint Wrap</td>
</tr>
</tbody>
</table>

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $110,000.00

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

[Signature]
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this ____________________________  
(DATE)

__________________________
City Clerk

480174 (744483) 468-84368

Page EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
Storm Water Sewer #726 to serve Auburn Lakes Addition
(north of Kellogg Drive, east of 135th Street West)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

<table>
<thead>
<tr>
<th>LUMP SUM BID ITEMS (751578) - Group 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Site Clearing</td>
</tr>
<tr>
<td>2 Site Restoration</td>
</tr>
<tr>
<td>3 Seeding, Temporary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEASURED QUANTITY BID ITEMS (751578) - Group 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Inlet Curb (Type 1A) (L=5' W=3')</td>
</tr>
<tr>
<td>5 Pipe, SWS 24&quot;</td>
</tr>
<tr>
<td>6 Fill, Sand (Flushed &amp; Vibrated)</td>
</tr>
<tr>
<td>7 BMP, Curb Inlet Protection</td>
</tr>
<tr>
<td>8 Rip-Rap, Light Stone</td>
</tr>
</tbody>
</table>

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

CITY OF WICHITA
STATE OF KANSAS SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this ____________________ (DATE)

City Clerk

468-85307 (751578) 468-85469
EXHIBIT _____

Page _____
PRELIMINARY ESTIMATE of the cost of:
Montecto, Naples Circle, Naples, Forestview & Angusia
Auburn Lakes Addition
(north of Kellog Drive, east of 135th Street West)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

<table>
<thead>
<tr>
<th><strong>LUMP SUM BID ITEMS (766420) - Group 2</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Excavation 1,600 cy</td>
</tr>
<tr>
<td>2 Fill, Compacted (95% Density) 1,600 cy</td>
</tr>
<tr>
<td>3 Seeding, Temporary 1 LS</td>
</tr>
<tr>
<td>4 Site Clearing 1 LS</td>
</tr>
<tr>
<td>5 Site Restoration 1 LS</td>
</tr>
<tr>
<td>6 Signing 1 LS</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MEASURED QUANTITY BID ITEMS - Paving (766420) - Group 2</strong></th>
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</thead>
<tbody>
<tr>
<td>7 AC Pavement 5&quot; (3&quot; Bit Base) 6,240 sy</td>
</tr>
<tr>
<td>8 Crushed Rock Base 5&quot;, Reinforced 8,505 sy</td>
</tr>
<tr>
<td>9 Crushed Rock Surface - AB3 972 sy</td>
</tr>
<tr>
<td>10 Concrete Pavement (VQ) 7&quot; (Reinf) 487 sy</td>
</tr>
<tr>
<td>11 Concrete C &amp; G, Type 3 (6-1/2&quot;), Median 103 lf</td>
</tr>
<tr>
<td>12 Concrete C &amp; G, Type 4 (6-5/8&quot;), City 1,916 lf</td>
</tr>
<tr>
<td>13 Concrete C &amp; G, Type 2 (3-5/8&quot; RL &amp; 1-1/2&quot;) 2,470 lf</td>
</tr>
<tr>
<td>14 Concrete Curb, Mono Edge (6-5/8&quot;) 296 lf</td>
</tr>
<tr>
<td>15 Concrete Sidewalk 4&quot; 7,060 sf</td>
</tr>
<tr>
<td>16 Wheelchair Ramp w/ Detectable Warnings 6 ea</td>
</tr>
<tr>
<td>17 Inlet Hookup 2 ea</td>
</tr>
<tr>
<td>18 Inlet Underdrain 20 lf</td>
</tr>
<tr>
<td>19 Sleeves, 6&quot; PVC 220 lf</td>
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</table>

<table>
<thead>
<tr>
<th><strong>MEASURED QUANTITY BID ITEMS - Drainage (766420) - Group 2</strong></th>
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</thead>
<tbody>
<tr>
<td>20 Inlet, Curb (Type 1A) (L=10' W=3') 2 lf</td>
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<tr>
<td>21 Inlet, Drop (Double) 1 ea</td>
</tr>
<tr>
<td>22 Inlet, Remove and Reset 1 ea</td>
</tr>
<tr>
<td>23 Fill, Flowable 58 lf</td>
</tr>
<tr>
<td>24 Pipe, SWS 18&quot; 127 lf</td>
</tr>
<tr>
<td>25 Pipe, SWS 24&quot; 30 lf</td>
</tr>
<tr>
<td>26 Concrete Collar 1 ea</td>
</tr>
<tr>
<td>27 BMP, Back of Curb Protection 4,685 lf</td>
</tr>
<tr>
<td>28 BMP, Curb Inlet Protection 3 ea</td>
</tr>
<tr>
<td>29 BMP, Drop Inlet Protection 1 ea</td>
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<tr>
<td>30 BMP, Ditch Check 4 ea</td>
</tr>
<tr>
<td>31 BMP, Construction Entrance 1 ea</td>
</tr>
<tr>
<td>32 Valve Box Adjusted 4 ea</td>
</tr>
</tbody>
</table>

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $559,000.00

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

[Signature]
Gary Janzon, P.E., City Engineer

Sworn to and subscribed before me this ______________________ (DATE)

______________________________
City Clerk

490453 (766420) 472-85327
Page 108

EXHIBIT
TO: Mayor and City Council

SUBJECT: Over Estimate Bid for Drainage and Sewer Improvements to Serve Steeple Bay Addition (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised petitions and revised estimates, approve acceptance of the lowest bid, and adopt the amending resolutions.

Background: On May 8, 2018, the City Council approved petitions for two drainage and one sanitary sewer improvement projects to serve Steeple Bay Addition. On June 29, 2018, bids were opened for the first drainage improvement, with bids significantly under the design consultant’s Engineer’s Estimate. On September 7, 2018, the second drainage and sanitary sewer improvement were bid for construction, with all bids exceeding the design consultant’s Engineer’s Estimate. The developer has submitted new petitions, one with a decreased budget and one with an increased budget for a net of $6,000 reduced budget impact. The petitions are valid per Kansas Statute 12-6a01 and the signatures on the petitions represent 100% of the improvement district.

Analysis: The projects will provide drainage and sanitary sewer improvements required for a new residential development located north of MacArthur Road, east of Seneca Street.

Bids for the first drainage project were $985,000 below the design consultant’s Engineer’s Estimate due to over-estimated costs for asbestos abatement. The lowest bids received for the second drainage and sanitary sewer projects exceeded the design consultant’s Engineer’s Estimate by approximately $449,000, or 38% of the estimate due to high ground water. Accepting the over-estimate bids will allow the projects to proceed without requiring them to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. Revised estimates have been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition on file for the first drainage project is $3,128,000 and the revised petition is $2,498,000. The existing petition on file for the sanitary sewer is $972,000 and the revised petition total is $1,596,000. The petition on file for the second drainage project has sufficient funds for the bid overage. This results in almost no change to the petition total for development. The funding source is 100% special assessment.

<table>
<thead>
<tr>
<th>Petitions</th>
<th>Existing</th>
<th>Revised</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drainage 1 SWD #437</td>
<td>$3,128,000.00</td>
<td>$2,498,000.00</td>
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<tr>
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<td>$1,596,000.00</td>
<td>$624,000.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$5,417,000.00</strong></td>
<td><strong>$5,411,000.00</strong></td>
<td><strong>-$6,000.00</strong></td>
</tr>
</tbody>
</table>
**Legal Considerations:** The Law Department has reviewed and approved the revised petitions and amending resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the revised petitions and revised estimates, approve acceptance of the lowest bids, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Map, budget sheets, revised petitions, amending resolutions, and bid summary.
Project Request

☐ CIP  □ Non-CIP

☐ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC  ☐ PETITION

DEPARTMENT:  13 Public Works & Utilities
DIVISION:  Engineering

FUND:  480 Sewer Improvements N.I.
SUBFUND:  480 Sanitary Sewers N.I.

COUNCIL DISTRICT:  03 Council District 3
DATE COUNCIL APPROVED:  10-2-2018
REQUEST DATE:  

PROJECT #:  480165
PROJECT TITLE:  Lat 102 Main 1 SIS Steeple Bay Addition

PROJECT DETAIL #:  01
PROJECT DETAIL DESCRIPTION:  Lat 102 Main 1 SIS Steeple Bay Addition

OCA #:  744474
OCA TITLE:  Lat 102 Main 1 SIS Steeple Bay Addition

PERSON COMPLETING FORM:  8531785317 Janis Edwards
PHONE #:  268-4548

PROJECT MANAGER:  Julianne Kallman
PHONE #:  268-4236

☐ NEW BUDGET  ☐ REVISED BUDGET

<table>
<thead>
<tr>
<th>Revenue Object Level 3</th>
<th>Original Budget</th>
<th>Adjustment</th>
<th>New Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9730 S.A. Bonds</td>
<td>$972,000.00</td>
<td>$624,000.00</td>
<td>$1,596,000.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
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<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>$972,000.00</td>
<td>$624,000.00</td>
<td>$1,596,000.00</td>
</tr>
</tbody>
</table>

| Expense Object Level 3 | | |
|------------------------| | |
| 2999 Contractuals      | $972,000.00 | $624,000.00 | $1,596,000.00 |
|                        | $0.00       | $0.00       | $0.00       |
|                        | $0.00       | $0.00       | $0.00       |
|                        | $0.00       | $0.00       | $0.00       |
|                        | $972,000.00 | $624,000.00 | $1,596,000.00 |

Total Expense:  $972,000.00  $624,000.00  $1,596,000.00

SIGNATURES REQUIRED

DIVISION HEAD: 
DATE:  09/13/18

DEPARTMENT HEAD: 
DATE:  9/18/18

BUDGET OFFICER: 
DATE:  9/18/18

CITY MANAGER: 
DATE:  

Print Form
PETITION
SANITARY SEWER—STEEPLE BAY ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: $1,596,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

STEEPLE BAY ADDITION
Lots 1 through 11, Block 1; Lot 1, Block 2; Lots 1 through 2, Block 3; and Lots 1 through 5, Block 4;

(d) The proposed method of assessment is: equally per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is

RePetition 468-85317
necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>CW1, LLC, a Delaware limited liability company By: Triple Crown Realty Trust, LLC, a Kansas limited liability company, Manager</td>
<td></td>
<td>Lots 8 through 9, Block 1; Steeple Bay Addition</td>
</tr>
<tr>
<td>Greg Gaeddert, Managing Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Signature]</td>
<td>9-11-18</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Dated</td>
<td>Property Owned Within Proposed Improvement District</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>CW LAND, LLC, a Delaware limited liability company By: Triple Crown Realty Trust, LLC, a Kansas limited liability company, Manager</td>
<td>9-16-18</td>
<td>Lots 1 through 7 and 10 through 11, Block 1; Lot 1, Block 2; Lots 1 through 2, Block 3; and Lots 1 through 5, Block 4; Steeple Bay Addition</td>
</tr>
<tr>
<td>Greg Gaeddert, Managing Member</td>
<td>9-16-18</td>
<td></td>
</tr>
</tbody>
</table>

THIS PETITION was filed in my office on 9/14/18.
SANITARY SEWER IMPROVEMENTS – STEEPLE BAY ADDITION
COST ESTIMATE

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Std Unit Price</th>
<th>Custom Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>Manhole, Std 4'</td>
<td>10</td>
<td>EA</td>
<td>$ 4,100.00</td>
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<td>$ 8,455.00</td>
<td>$ 8,455.00</td>
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<td>Manhole, Std 5'</td>
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<td>EA</td>
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<tr>
<td>Manhole, Std 5' Outside Drop</td>
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<tr>
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<tr>
<td>8&quot; Sanitary Sewer Pipe</td>
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<td>LF</td>
<td>$ 27.00</td>
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<td>$ 333,960.00</td>
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<tr>
<td>Pipe Stub, 8&quot;</td>
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<td>Dewatering</td>
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<td>SY</td>
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<tr>
<td>Concrete Sidewalk 8&quot;</td>
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<td>Contingencies @ 8% +/-</td>
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<td>$ 87,569.82</td>
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<tr>
<td>Construction Total</td>
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<td>$ 1,182,192.52</td>
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<tr>
<td>35% Engineering, Administration, Etc.</td>
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<td>TOTAL</td>
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<td>$ 1,595,959.90</td>
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</tbody>
</table>

RePetition 468-85317
# Project Request

- **CIP**: ☑
- **Non-CIP**: ☐
- **Project Request**: ☑
- **Petition**: ☐
- **Ordered by WCC**: ☑
- **Neighborhood Improvement**: ☑
- **FUND**: 480 Sewer Improvements N.I.
- **SUBFUND**: 485 Storm Drainage N.I.
- **COUNCIL DISTRICT**: 03 Council District 3
- **DATE COUNCIL APPROVED**: 10-2-2018
- **REQUEST DATE**:
- **PROJECT #**: 
- **PROJECT TITLE**: SWD #437 Steeple Bay Addition
- **PROJECT DETAIL #**: 01
- **PROJECT DETAIL DESCRIPTION**: SWD #437 Steeple Bay Addition
- **OCA #**: 
- **OCA TITLE**: SWD #437 Steeple Bay Addition
- **PERSON COMPLETING FORM**: Janis Edwards
- **PHONE #**: 268-4548
- **PROJECT MANAGER**: Julianne Kallman
- **PHONE #**: 268-4236
- **New Budget** ☑
- **REVISED BUDGET** ☐

### Revenue Object Level 3

<table>
<thead>
<tr>
<th>Item</th>
<th>Original Budget</th>
<th>Adjustment</th>
<th>New Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9730 S.A. Bonds</td>
<td>$3,128,000.00</td>
<td>($630,000.00)</td>
<td>$2,498,000.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
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<tr>
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<td>$0.00</td>
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<tr>
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<td>$0.00</td>
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<tr>
<td><strong>Total</strong></td>
<td>$3,128,000.00</td>
<td>($630,000.00)</td>
<td>$2,498,000.00</td>
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</table>

### Expense Object Level 3

<table>
<thead>
<tr>
<th>Item</th>
<th>Original Budget</th>
<th>Adjustment</th>
<th>New Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2999 Contractuals</td>
<td>$3,128,000.00</td>
<td>($630,000.00)</td>
<td>$2,498,000.00</td>
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<tr>
<td></td>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>$3,128,000.00</td>
<td>($630,000.00)</td>
<td>$2,498,000.00</td>
</tr>
</tbody>
</table>

### NOTES:
- Hold for LOC

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**SIGNATURES REQUIRED**

- **DIVISION HEAD**: [Signature]
  - **DATE**: 09/13/19
- **DEPARTMENT HEAD**: [Signature]
  - **DATE**: 9/18/18
- **BUDGET OFFICER**: [Signature]
  - **DATE**: 9/19/18
- **CITY MANAGER**: [Signature]
  - **DATE**:

---

[Print Form]
PETITION
GRADING - STEEPLE BAY ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Demolition of existing private streets and private drives with access onto Seneca Street, MacArthur Rd. and Gold St. Construction of site grading and drainage detention basin improvements.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $2,498,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

STEEPLE BAY ADDITION
Lots 1 through 11, Block 1; Lot 1, Block 2; Lots 1 through 2, Block 3; and Lots 1 through 5, Block 4;

(d) The proposed method of assessment is: equally per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is
necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>CW1, LLC, a Delaware limited liability company</td>
<td></td>
<td>Lots 8 through 9, Block 1; Steeple Bay Addition</td>
</tr>
<tr>
<td>By: Triple Crown Realty Trust, LLC, a Kansas limited liability company, Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg Gaeddert, Managing Member</td>
<td>9-11-18</td>
<td></td>
</tr>
</tbody>
</table>

RePetition 468-85318
<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>CW LAND, LLC, a Delaware limited liability company</td>
<td></td>
<td>Lots 1 through 7 and 10 through 11, Block 1; Lot 1, Block 2; Lots 1 through 2, Block 3; and Lots 1 through 5, Block 4; Steeple Bay Addition</td>
</tr>
<tr>
<td>By: Triple Crown Realty Trust, LLC, a Kansas limited liability company, Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg Gaeddert, Managing Member</td>
<td>9-11-18</td>
<td></td>
</tr>
</tbody>
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THIS PETITION was filed in my office on 9/14/18.

Deputy City Clerk
## GRADING IMPROVEMENTS – STEEPLE BAY ADDITION

### COST ESTIMATE

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Std Unit Price</th>
<th>Custom Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
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**Contingencies @ 20% +/-**

- Construction Total: $1,812,102.00
- 35% Engineering, Administration, Etc.: $685,025.50
- TOTAL: $2,497,127.50
## WATER BID TABULATION SUMMARY

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<thead>
<tr>
<th>FB840164</th>
<th>Engineer's Construction Estimate</th>
<th>Dondlinger &amp; Sons</th>
<th>Nowak Construction</th>
<th>Dutton Construction &amp; Plumbing LLC</th>
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<tr>
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<td>Lateral 102, Main 1, SWI &amp; Lift Station 468-85317 (744474)</td>
<td>Group 3</td>
<td>$738,942.00</td>
<td>$1,122,656.00</td>
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<td>Steeple Bay Addition</td>
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<td>ADDENDA</td>
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<td><strong>BID TOTAL</strong></td>
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<td><strong>$1,738,813.20</strong></td>
<td><strong>$1,139,977.00</strong></td>
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</table>

| Water Distribution System 448-90894 (735607) | Group 1 | $159,035.00 | | |
| Stormwater Drain #730 Phase 1 468-85316 (751581) | Group 2 | $440,000.00 | | |
| Lateral 102, Main 1, SWI & Lift Station 468-85317 (744474) | Group 3 | $738,942.00 | | |
| Steeple Bay Addition | BID BOND | | | |
| ADDENDA | 3 | | | |
| **BID TOTAL** | **$1,337,977.00** | | | |

Award 10-2-18 subject to City Council approval of new Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate for Storm Water Drain $532,696.00 and Sanitary Sewer $1,094,622.70.

CHECKED BY: __________________________

REVIEWED BY: __________________________

122
RESOLUTION NO. 18-363

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 102, MAIN 1, SOUTHWEST INTERCEPTOR SEWER – STEELE BAY ADDITION /NORTH OF MACARTHUR, EAST OF SENECA) (468-85317).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 18-137 of the City (the “Prior Resolution) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including sewer mains and appurtenances to serve the Improvement District defined below.
The estimated or probable cost of the proposed Improvements is: $1,596,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**STEEPLE BAY ADDITION**

Lots 1 through 11, Block 1; Lot 1, Block 2; Lots 1 through 2, Block 3; and Lots 1 through 5, Block 4;

The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 2 of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.
ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL) ________________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

______________________________
Jennifer Magaña, City Attorney
and Director of Law
RESOLUTION NO. 18-364


WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 18-138 of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq., (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Demolition of existing private streets and private drives with access onto Seneca Street, MacArthur Rd. and Gold St. Construction of site grading and drainage detention basin improvements.
(b) The estimated or probable cost of the proposed Improvements is: $2,498,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**STEEPLE BAY ADDITION**
Lots 1 through 11, Block 1; Lot 1, Block 2; Lots 1 through 2, Block 3; and Lots 1 through 5, Block 4;

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.
ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

________________________________________
Jeff Longwell, Mayor

ATTEST:

________________________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

________________________________________
Jennifer Magaña, City Attorney and Director of Law
TO: Mayor and City Council

SUBJECT: Petitions for Improvements to Serve Home Base Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and budgets, and adopt the resolutions.

Background: The petitions are a requirement for a new plat and are valid per Kansas Statute 12-6a01. The signatures on the petitions represent 100% of the improvement district.

Analysis: The project will provide water, drainage, sewer, and paving improvements required for a new residential development located south of Harry Street, west of 143rd Street East.

Financial Considerations: The petition total for the water improvements is $283,000. The petition total for the drainage improvements is $467,000. The petition total for the sewer improvements is $658,000. The petition total for the paving improvements is $1,115,000. The funding source for the projects is 100% special assessment.

<table>
<thead>
<tr>
<th>Petitions</th>
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<th>Paving</th>
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<td><strong>$658,000</strong></td>
<td><strong>$1,115,000</strong></td>
<td><strong>$467,000</strong></td>
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Legal Considerations: The Law Department has reviewed and approved the petitions and resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the petitions and budgets, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.
## Project Request

- **CIP**: Non-CIP
- **NEIGHBORHOOD IMPROVEMENT**: Neighboring Improvement
- **ORDERED BY WCC**: Yes
- **PETITION**: No
- **DEPARTMENT**: 13 Public Works & Utilities
- **DIVISION**: Engineering
- **RESOLUTION/ORDINANCE #**: ENGINEERING REFERENCE #: 448-90920
- **FUND**: 470 Water Improvements N.I.
- **COUNCIL DISTRICT**: 02 Council District 2
- **DATE COUNCIL APPROVED**: Oct 2, 2018
- **REQUEST DATE**: 
- **PROJECT #**: 
- **PROJECT TITLE**: WDS Phase 1 Home Base Addition
- **PROJECT DETAIL #**: 01
- **PROJECT DETAIL DESCRIPTION**: WDS Phase 1 Home Base Addition
- **OCA #**: 
- **OCA TITLE**: WDS Phase 1 Home Base Addition
- **PERSON COMPLETING FORM**: Janis Edwards
- **PHONE #**: 268-4548
- **PROJECT MANAGER**: Seth Gotchey
- **PHONE #**: 268-4624
- **NEW BUDGET**: Yes
- **REVISED BUDGET**: No

### REVENUE

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<th>Object Level 3</th>
<th>Budget</th>
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**REVENUE TOTAL**: $136,000.00

**EXPENSE TOTAL**: $136,000.00

**NOTES**: Hold for LOC

### SIGNATURES REQUIRED

- **DIVISION HEAD**:  
  - **DATE**: 09/10/18
- **DEPARTMENT HEAD**:  
  - **DATE**: 09/18/18
- **BUDGET OFFICER**: C. Bursada  
  - **DATE**: 09/13/18
- **CITY MANAGER**:  
  - **DATE**: 

---

Print Form
PETITION
WATER DISTRIBUTION IMPROVEMENTS
HOME BASE ADDITION – PHASE 1

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $136,000 [One Hundred Thirty Six Thousand Dollars], exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 4 thru 11, Block A,  
Lots 14 thru 23, Block D,  
Lots 1 thru 9, Block E, and  
Lots 16 thru 21, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (33 lots)

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

PEC Project 35-180291-000  
Phase 1 Water Petition – Murfin Acres, LLP
(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a 19 in the following manner: $6,229.08 on a per lot basis as described below:

Lots 4 thru 11, Block A,
Lots 14 thru 23, Block D,
Lots 1 thru 9, Block E, and
Lots 16 thru 21, Block E
shall each pay 1/33 of said fee.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert D. Young, Managing Member of Murfin Acres, LLP</td>
<td>07-30-18</td>
<td>Lots 4 thru 11, Block A,</td>
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<tr>
<td></td>
<td></td>
<td>Lots 14 thru 23, Block D,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lots 1 thru 9, Block E, and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lots 16 thru 21, Block E, all in Home Base Addition to Wichita,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sedgwick County, Kansas.</td>
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THIS PETITION was filed in my office on ____________________________.

____________________________________
Deputy City Clerk
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<th>Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<td>6</td>
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<td>8</td>
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<td>LS</td>
<td>Site Clearing</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
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<tr>
<td>9</td>
<td>1</td>
<td>LS</td>
<td>Site Restoration</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

Subtotal $91,100.00  
10% Contingencies $9,110.00  
Construction Total $100,210.00  
35% Construction Costs $35,073.50  
Total Project Estimate $135,283.50  

TOTAL PETITION ESTIMATE = $136,000

# lots 33  
Total cost per lot $4,121.21
# Project Request

- **CIP**: ☐
- **Non-CIP**: ☑
- **NEIGHBORHOOD IMPROVEMENT**: ☑
- **ORDERED BY WCC**: ☐
- **PETITION**: ☐

**DEPARTMENT**: 13 Public Works & Utilities

**DIVISION**: Engineering

**FUND**: 470 Water Improvements N.I.

**COUNCIL DISTRICT**: 02 Council District 2

**DATE COUNCIL APPROVED**: Oct 2, 2018

**REQUEST DATE**: 

**PROJECT**: WDS Phase 2 Home Base Addition

**PROJECT DETAIL#: 01**

**OCA #:**

**PERSON COMPLETING FORM**: Janis Edwards

**PHONE #:** 268-4548

**PROJECT MANAGER**: Seth Gotchey

**PHONE #:** 268-4624

**NEW BUDGET**: ☐

**REVISED BUDGET**: ☐

## REVENUE

<table>
<thead>
<tr>
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<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9730 S.A. Bonds</td>
<td>$83,000.00</td>
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**REVENUE TOTAL**: $83,000.00

## EXPENSE

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<tbody>
<tr>
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</table>

**EXPENSE TOTAL**: $83,000.00

**NOTES**: Hold for LOC

## SIGNATURES REQUIRED

**DIVISION HEAD**: 

**DATE**: 09/10/18

**DEPARTMENT HEAD**: 

**DATE**: 09/18/18

**BUDGET OFFICER**: 

**DATE**: 09/13/18

**CITY MANAGER**: 

**DATE**: 

---

Print Form
TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$83,000 [Eight Three Thousand Dollars], exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 thru 3, Block A,  
Lots 1 thru 5, Block B,  
Lots 6 thru 16, Block C,  
Lots 10 thru 13, Block D, and  
Lots 10 thru 15, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (29 lots)

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a in the following manner: $5,474.04 on a per lot basis as described below:

Lots 1 thru 3, Block A,
Lots 1 thru 5, Block B,
Lots 6 thru 16, Block C,
Lots 10 thru 13, Block D, and
Lots 10 thru 15, Block E
shall each pay 1/29 of said fee.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert D. Young, Managing Member of Murfin Acres, LLP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09-30-18</td>
<td>Lots 1 thru 3, Block A,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lots 1 thru 5, Block B,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lots 6 thru 16, Block C,</td>
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<tr>
<td></td>
<td>Lots 10 thru 13, Block D, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lots 10 thru 15, Block E</td>
<td></td>
</tr>
<tr>
<td></td>
<td>all in Home Base Addition to Wichita, Sedgwick County, Kansas.</td>
<td></td>
</tr>
</tbody>
</table>

***

THIS PETITION was filed in my office on ____________________________.

_____________________________________________________
Deputy City Clerk

PEC Project 35-180291-000
Phase 2 Water Petition – Murfin Acres, LLP

137
Phase 2 Waterline - Petition Estimate

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>2</td>
<td>3</td>
<td>EA</td>
<td>8&quot; Anchored Valve Assembly (Special)</td>
<td>$1,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
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<td>5</td>
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<td>EA</td>
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<td>$750.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>LS</td>
<td>Erosion Protection</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>LS</td>
<td>Site Clearing</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>LS</td>
<td>Site Restoration</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

Subtotal: $55,650.00
10% Contingencies: $5,565.00
Construction Total: $61,215.00
35% Construction Costs: $21,425.25
Total Project Estimate: $82,640.25

TOTAL PETITION ESTIMATE = $83,000

# lots: 29
Total cost per lot: $2,862.07
# Project Request

- **CIP**: ☐
- **Non-CIP**: ☑
- **Neighborhood Improvement**: ☑
- **Ordered by WCC**: ☐
- **Petition**: ☑

**Department**: 13 Public Works & Utilities  
**Division**: Engineering  
**Resolution/Ordinance #**:  
**Engineering Reference #: 448-90922**  
**Fund**: 470 Water Improvements N.I.

**Council District**: 02 Council District 2  
**Date Council Approved**: Oct 2, 2018  
**Request Date**:  

**Project #**:  
**Project Title**: WDS Phase 3 Home Base Addition  
**Project Detail #**: 01  
**Project Detail Description**: WDS Phase 3 Home Base Addition  
**OCA #**:  
**OCA Title**: WDS Phase 3 Home Base Addition  

**Person Completing Form**: Janis Edwards  
**Phone #**: 268-4548

**Project Manager**: Seth Gotchey  
**Phone #**: 268-4624

**New Budget**: ☑  
**Revised Budget**: ☐

## Revenue

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
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<td>9730 S.A. Bonds</td>
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**Revenue Total**: $64,000.00

**Notes**: Hold for LOC

## Expense

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<th>Object Level 3</th>
<th>Budget</th>
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</tbody>
</table>

**Expense Total**: $64,000.00

**Signatures Required**

- **Division Head**:  
  **Date**: 09/10/18

- **Department Head**:  
  **Date**: 09/18/18

- **Budget Officer**:  
  **Date**: 09/13/18

- **City Manager**:  
  **Date**:  

---

Print Form

139
TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

   (a) The improvements proposed to be made are as follows (the “Improvements”):

   Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below:

   The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

   (b) The estimated or probable cost of the proposed Improvements is: **$64,000 [Sixty Four Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

   (c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

   **Lots 6 thru 14, Block B,**
   **Lots 1 thru 5, Block C,**
   **Lots 17 thru 21, Block C, and**
   **Lots 1 thru 9, Block D**

   **all in Home Base Addition to Wichita, Sedgwick County, Kansas.**

   (d) The proposed method of assessment is: **equally per lot (28 lots)**

   In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

   (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.**

   (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

PEC Project 35-180291-000  
Phase 3 Water Petition – Murfin Acres, LLP
(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a 19 in the following manner: $5,285.28 on a per lot basis as described below:

Lots 6 thru 14, Block B,
Lots 1 thru 5, Block C,
Lots 17 thru 21, Block C, and
Lots 1 thru 9, Block D
shall each pay 1/28 of said fee.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>07-30-18</td>
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</tbody>
</table>

Robert D. Young, Managing Member of Murfin Acres, LLP

***************

THIS PETITION was filed in my office on ___________________________.

_________________________________
Deputy City Clerk

PEC Project 35-180291-000
Phase 3 Water Petition – Murfin Acres, LLP
## Phase 3 Waterline - Petition Estimate

<table>
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<tr>
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<td>$22.00</td>
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<td>8&quot; Anchored Valve Assembly (Special)</td>
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<td>LS</td>
<td>Site Restoration</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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</table>

Subtotal: $42,600.00

10% Contingencies: $4,260.00

Construction Total: $46,860.00

35% Construction Costs: $16,401.00

Total Project Estimate: $63,261.00

TOTAL PETITION ESTIMATE = $64,000

# lots: 28
Total cost per lot: $2,285.71
**Project Request**

- **CIP:** ☐
- **Non-CIP:** ☐
- NEIGHBORHOOD IMPROVEMENT ☑
- ORDERED BY WCC ☐
- PETITION ☑

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering  
**FUND:** 480 Sewer Improvements N.I.  
**SUBFUND:** 485 Storm Drainage N.I.

**COUNCIL DISTRICT:** 02 Council District 2  
**DATE COUNCIL APPROVED:** Oct 2, 2018  
**REQUEST DATE:**

**PROJECT #:**  
**PROJECT TITLE:** SWD #444 Home Base Addition  
**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** SWD #444 Home Base Addition  
**OCA #:**  
**OCA TITLE:** SWD #444 Home Base Addition

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548

**PROJECT MANAGER:** Seth Gotchey  
**PHONE #:** 268-4624

- **NEW BUDGET** ☑  
- **REVISED BUDGET** ☐

### REVENUE

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<th>Budget</th>
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<td>9730 S.A. Bonds</td>
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**REVENUE TOTAL:** $467,000.00

### EXPENSE

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</tbody>
</table>

**EXPENSE TOTAL:** $467,000.00

**NOTES:** Hold for LOC

**SIGNATURES REQUIRED**

- **DIVISION HEAD:**
- **DEPARTMENT HEAD:**
- **BUDGET OFFICER:**
- **CITY MANAGER:**

**DATE:**

- **Print Form**

143
PETITION
STORM WATER DRAIN IMPROVEMENTS
HOME BASE ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Water Drain, including Mass Grading and associated drainage pipes to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $467,000 [Four Hundred Sixty Seven Thousand Dollars] exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 thru 11, Block A,
Lots 1 thru 14, Block B,
Lots 1 thru 21, Block C
Lots 1 thru 23, Block D
Lots 1 thru 21, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (90 lots):

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

PEC Project 35-180291-000
Storm Water Drain Petition – Murfin Acres, LLP
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>07.30.18</td>
<td>Lots 1 thru 11, Block A, Lots 1 thru 14, Block B, Lots 1 thru 21, Block C Lots 1 thru 23, Block D Lots 1 thru 21, Block E all in Home Base Addition to Wichita, Sedgwick County, Kansas.</td>
</tr>
</tbody>
</table>

Robert D. Young, Managing Member of Murfin Acres, LLP

*************************

THIS PETITION was filed in my office on ___________________________.

__________________________________________
Deputy City Clerk
<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
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<td>$10,000.00</td>
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Subtotal                      $314,070.00
10% Contingencies             $31,407.00
Construction Total            $345,477.00
35% Construction Costs        $120,916.95
Total Project Estimate        $466,393.95
Total Petition Estimate       $467,000.00
# Lots                        90
Total Cost Per Lot            $5,188.89
# Project Request

**CIP**  (Non-CIP)

**NEIGHBORHOOD IMPROVEMENT**  
**ORDERED BY WCC**  
**PETITION**  

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering  
**FUND:** 480 Sewer Improvements N.I.  
**SUBFUND:** 480 Sanitary Sewers N.I.  
**COUNCIL DISTRICT:** 02 Council District 2  
**DATE COUNCIL APPROVED:** Oct 2, 2018  
**REQUEST DATE:**

**PROJECT #:**

**PROJECT TITLE:** Lat 10 Main 21 FMC Home Base Addition

**PROJECT DETAIL #:** 01

**PROJECT DETAIL DESCRIPTION:** Lat 10 Main 21 FMC Home Base Addition

**OCA #:**

**OCA TITLE:** Lat 10 Main 21 FMC Home Base Addition

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548

**PROJECT MANAGER:** Seth Gotchey  
**PHONE #:** 268-4624

**NEW BUDGET**  
**REVISED BUDGET**

## REVENUE

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
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</thead>
<tbody>
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</tbody>
</table>

**REVENUE TOTAL:** $149,000.00

**NOTES:** Hold for LOC

## EXPENSE

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<thead>
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<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$149,000.00</td>
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<td>$0.00</td>
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</tbody>
</table>

**EXPENSE TOTAL:** $149,000.00

**SIGNATURES REQUIRED:**

**DIVISION HEAD:**  
**DATE:** 09/10/18

**DEPARTMENT HEAD:**  
**DATE:** 09/18/18

**BUDGET OFFICER:**  
**DATE:** 09/13/18

**CITY MANAGER:**
PETITION
SANITARY SEWER IMPROVEMENTS
HOME BASE ADDITION SEWER MAIN

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $149,000 [One Hundred Forty Nine Thousand Dollars], exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 thru 11, Block A,
Lots 1 thru 14, Block B,
Lots 1 thru 21, Block C,
Lots 1 thru 23, Block D, and
Lots 1 thru 21, Block E,
all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (90 lots):

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

PEC Project 35-180291-000
Sewer Main Sanitary Sewer Petition – Murfin Acres, LLP
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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<td>07-30-18</td>
<td>Lots 1 thru 11, Block A, Lots 1 thru 14, Block B, Lots 1 thru 21, Block C, Lots 1 thru 23, Block D, and Lots 1 thru 21, Block E all in Home Base Addition to Wichita, Sedgwick County, Kansas.</td>
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Robert D. Young, Managing Member of Murfin Acres, LLP

*******************************

THIS PETITION was filed in my office on ____________________________.

______________________________
Deputy City Clerk
## Off Site Sanitary Sewer - Petition Estimate

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
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<td>LF</td>
<td>8&quot; Pipe</td>
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<td>$56,000.00</td>
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<tr>
<td>2</td>
<td>7</td>
<td>EA</td>
<td>4' Dia. Manhole</td>
<td>$3,250.00</td>
<td>$22,750.00</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>EA</td>
<td>8&quot; Stub &amp; Plug</td>
<td>$750.00</td>
<td>$1,500.00</td>
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<td>Air Testing</td>
<td>$1.00</td>
<td>$2,000.00</td>
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<tr>
<td>5</td>
<td>1</td>
<td>LS</td>
<td>Erosion Protection</td>
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<td>$3,000.00</td>
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<tr>
<td>6</td>
<td>1</td>
<td>LS</td>
<td>Site Clearing</td>
<td>$3,000.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>LS</td>
<td>Site Restoration</td>
<td>$5,000.00</td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

Subtotal $99,750.00
10% Contingencies $9,975.00
Construction Total $109,725.00
35% Construction Costs $38,403.75
Total Project Estimate $148,128.75

**TOTAL PETITION ESTIMATE =** $149,000

# lots 90
Total cost per lot $1,655.56
Project Request

CIP  Non-CIP

NEIGHBORHOOD IMPROVEMENT  ORDERED BY WCC  PETITION

DEPARTMENT: 13 Public Works & Utilities  DIVISION: Engineering

FUND: 480 Sewer Improvements N.I.  SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 02 Council District 2  DATE COUNCIL APPROVED: Oct 2, 2018  REQUEST DATE: 

PROJECT #:  
PROJECT TITLE: Lat 11 Main 21 FMC Home Base Addition- Phase 1

PROJECT DETAIL #: 01  PROJECT DETAIL DESCRIPTION: Lat 11 Main 21 FMC Home Base Addition- Phase 1

OCA #:  
OCA TITLE: Lat 11 Main 21 FMC Home Base Addition- Phase 1

PERSON COMPLETING FORM: Janis Edwards  PHONE #: 268-4548

PROJECT MANAGER: Seth Gotchey  PHONE #: 268-4624

NEW BUDGET  REVISED BUDGET

REVENUE

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</thead>
<tbody>
<tr>
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REVENUE TOTAL: $275,000.00

EXPENSE

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</tbody>
</table>

EXPENSE TOTAL: $275,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD: 
DATE: 09/10/18

DEPARTMENT HEAD: 
DATE: 9/18/18

BUDGET OFFICER: 
DATE: 9/13/18

CITY MANAGER: 
DATE: 

Print Form
TO:  The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

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(b) The estimated or probable cost of the proposed Improvements is: $275,000 [Two Hundred Seventy Five Thousand Dollars], exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 3 thru 11, Block A,
Lots 5 thru 12, Block D,
Lots 14 thru 23, Block D, and
Lots 1 thru 21, Block E,

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (48 lots):

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

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</tbody>
</table>

Robert D. Young, Managing Member of Murfin Acres, LLP

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Deputy City Clerk

PEC Project 35-180291-000
Phase 1 Sanitary Sewer Petition – Murfin Acres, LLP
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<td>8&quot; Stub &amp; Plug</td>
<td>$750.00</td>
<td>$1,500.00</td>
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Subtotal $184,900.00
10% Contingencies $18,490.00
Construction Total $203,390.00
35% Construction Costs $71,186.50
Total Project Estimate $274,576.50

TOTAL PETITION ESTIMATE = $275,000

# lots 48
Total cost per lot $5,729.17
# Project Request

- **CIP**: Yes
- **Non-CIP**: No
- **Neighborhood Improvement**: Yes
- **Ordered by WCC**: No
- **Petition**: No

**Department**: 13 Public Works & Utilities
**Division**: Engineering
**Resolution/Ordinance #**: __________
**Engineering Reference #**: 468-85366

**Fund**: 480 Sewer Improvements N.I.
**Subfund**: 480 Sanitary Sewers N.I.

**Council District**: 02 Council District 2
**Date Council Approved**: Oct 2, 2018
**Request Date**: __________

**Project #**: __________
**Project Title**: Lat 12 Main 21 FMC Home Base Addition - Phase 2
**Project Detail #**: 01
**Project Detail Description**: Lat 12 Main 21 FMC Home Base Addition - Phase 2

- **OCA #**: __________
- **OCA Title**: Lat 12 Main 21 FMC Home Base Addition - Phase 2

**Person Completing Form**: Janis Edwards
**Phone #**: 268-4548

**Project Manager**: Seth Gotchey
**Phone #**: 268-4624

- **New Budget**: Yes
- **Revised Budget**: No

## Revenue

<table>
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<tr>
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<th>Budget</th>
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<tbody>
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<td>9730 S.A. Bonds</td>
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## Expense

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<tr>
<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2999 Contractuals</td>
<td>$126,000.00</td>
</tr>
</tbody>
</table>

**Revenue Total**: $126,000.00
**Expense Total**: $126,000.00

**Notes**: Hold for LOC

---

**Signatures Required**

- **Division Head**: __________
  **Date**: 09/10/18
- **Department Head**: __________
  **Date**: 09/18/18
- **Budget Officer**: __________
  **Date**: 09/13/18
- **City Manager**: __________
  **Date**: __________
TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **$126,000 [One Hundred Twenty Six Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1 and 2, Block A,  
Lots 1 thru 5, Block B,  
Lots 6 thru 16, Block C, and  
Lot 13, Block D

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (19 lots):

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

PEC Project 35-180291-000  
Phase 2 Sanitary Sewer Petition – Murfin Acres, LLP
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07.30.18</td>
<td>Lot 1 and 2, Block A, Lots 1 thru 5, Block B, Lots 6 thru 16, Block C, and Lot 13, Block D all in Home Base Addition to Wichita, Sedgwick County, Kansas.</td>
</tr>
</tbody>
</table>

Robert D. Young, Managing Member of Murfin Acres, LLP

***************

THIS PETITION was filed in my office on __________________________.

Deputy City Clerk
### Phase 2 Sanitary Sewer - Petition Estimate

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1000</td>
<td>LF</td>
<td>8&quot; Pipe</td>
<td>$28.00</td>
<td>$28,000.00</td>
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<tr>
<td>2</td>
<td>8</td>
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<td>4&quot; Dia. Manhole</td>
<td>$3,250.00</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>3</td>
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<td>$2,000.00</td>
</tr>
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<tr>
<td>6</td>
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<td>Air Testing</td>
<td>$1.00</td>
<td>$1,000.00</td>
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<td>7</td>
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<td>LS</td>
<td>Erosion Protection</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>8</td>
<td>1</td>
<td>LS</td>
<td>Site Clearing</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>LS</td>
<td>Site Restoration</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

Subtotal: $84,600.00
10% Contingencies: $8,460.00
Construction Total: $93,060.00
35% Construction Costs: $32,571.00
Total Project Estimate: $125,631.00

**TOTAL PETITION ESTIMATE =** $126,000

- # lots: 19
- Total cost per lot: $6,631.58
**Project Request**

- **CIP**  ☒ Non-CIP
- ☒ NEIGHBORHOOD IMPROVEMENT  ☒ ORDERED BY WCC  ☒ PETITION

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering  
**RESOLUTION/ORDINANCE #:**  
**ENGINEERING REFERENCE #:** 468-85367

**FUND:** 480 Sewer Improvements N.I.  
**SUBFUND:** 480 Sanitary Sewers N.I.

**COUNCIL DISTRICT:** 02 Council District 2  
**DATE COUNCIL APPROVED:** Oct 2, 2018  
**REQUEST DATE:**

**PROJECT #:**  
**PROJECT TITLE:** Lat 13 Main 21 FMC Home Base Addition - Phase 3

**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Lat 13 Main 21 FMC Home Base Addition- Phase 3

**OCA #:**  
**OCA TITLE:** Lat 13 Main 21 FMC Home Base Addition- Phase 3

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548  
**PERSON COMPLETING FORM:** Seth Gotchey  
**PHONE #:** 268-4624

**PROJECT MANAGER:** Seth Gotchey

- ☒ NEW BUDGET  ☐ REVISED BUDGET

### REVENUE

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9730 S.A. Bonds</td>
<td>$108,000.00</td>
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<tr>
<td></td>
<td>$0.00</td>
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<td></td>
<td>$0.00</td>
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<tr>
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<td>$0.00</td>
</tr>
</tbody>
</table>

**REVENUE TOTAL:** $108,000.00

### EXPENSE

<table>
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<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
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<td>$108,000.00</td>
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<tr>
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<td>$0.00</td>
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</tbody>
</table>

**EXPENSE TOTAL:** $108,000.00

**NOTES:** Hold for LOC

**SIGNATURES REQUIRED**

**DIVISION HEAD:** [Signature]  
**DATE:** 09/10/18

**DEPARTMENT HEAD:** [Signature]  
**DATE:** 09/18/18

**BUDGET OFFICER:** [Signature]  
**DATE:** 09/13/18

**CITY MANAGER:** [Signature]  
**DATE:**
PETITION
SANITARY SEWER IMPROVEMENTS
HOME BASE ADDITION – PHASE 3

TO: The Mayor and City Council (the “Governing Body”) City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

   (a) The improvements proposed to be made are as follows (the “Improvements”):

   Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below:

   The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

   (b) The estimated or probable cost of the proposed Improvements is: $108,000 [One Hundred Eight Thousand Dollars], exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

   (c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

   Lots 6 thru 14, Block B,
   Lots 1 thru 5, Block C,
   Lots 17 thru 21, Block C, and
   Lots 1 thru 4, Block D,

   all in Home Base Addition to Wichita, Sedgwick County, Kansas.

   (d) The proposed method of assessment is: equally per lot (23 lots):

   In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

   (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

   (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.
2. It is further requested that the proposed improvements be made without notice and hearing as required by the Act.

3. If the improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed improvement district in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the improvements and establishing the improvement district in accordance with the Act and the construction of the improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07-30-18</td>
<td>Lots 6 thru 14, Block B, Lots 1 thru 5, Block C, Lots 17 thru 21, Block C, and Lots 1 thru 4, Block D, all in Home Base Addition to Wichita, Sedgwick County, Kansas.</td>
</tr>
</tbody>
</table>

Robert D. Young, Managing Member of Murfin Acres, LLP

**********************

THIS PETITION was filed in my office on ____________________________.

__________
Deputy City Clerk
**Phase 3 Sanitary Sewer - Petition Estimate**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1000</td>
<td>LF</td>
<td>8&quot; Pipe</td>
<td>$28.00</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>2</td>
<td>5</td>
<td>EA</td>
<td>4' Dia. Manhole</td>
<td>$3,250.00</td>
<td>$16,250.00</td>
</tr>
<tr>
<td>3</td>
<td>23</td>
<td>EA</td>
<td>4&quot; Sewer Service Connection</td>
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<td>$16,100.00</td>
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<tr>
<td>4</td>
<td>35</td>
<td>LF</td>
<td>Excavatable Flowable Fill</td>
<td>$90.00</td>
<td>$3,150.00</td>
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<tr>
<td>5</td>
<td>1000</td>
<td>LF</td>
<td>Air Testing</td>
<td>$1.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>LS</td>
<td>Erosion Protection</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>LS</td>
<td>Site Clearing</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>8</td>
<td>1</td>
<td>LS</td>
<td>Site Restoration</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

Subtotal: $72,500.00

10% Contingencies: $7,250.00

Construction Total: $79,750.00

35% Construction Costs: $27,912.50

Total Project Estimate: $107,662.50

**TOTAL PETITION ESTIMATE =** $108,000

# lots: 23

Total cost per lot: $4,695.65
Project Request

- **CIP**  ☑ Non-CIP
- ☑ NEIGHBORHOOD IMPROVEMENT  ☐ ORDERED BY WCC  ☐ PETITION

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering  
**FUND:** 400 Street Improvements  
**SUBFUND:** 490 Paving N.I.

**COUNCIL DISTRICT:** 02 Council District 2  
**DATE COUNCIL APPROVED:** Oct 2, 2018

**PROJECT #:**  
**PROJECT TITLE:** Woodcreek St Home Base Addition- Phase 1

**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Woodcreek St Home Base Addition- Phase 1

**OCA #:**  
**OCA TITLE:** Woodcreek St Home Base Addition- Phase 1

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548

**PROJECT MANAGER:** Seth Gotchey  
**PHONE #:** 268-4624

- ☑ NEW BUDGET  ☐ REVISED BUDGET

**REVENUE**

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9730 S.A. Bonds</td>
<td>$393,000.00</td>
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<tr>
<td>$0.00</td>
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<tr>
<td>REVENUE TOTAL:</td>
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</table>

**EXPENSE**

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<th>Object Level 3</th>
<th>Budget</th>
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</thead>
<tbody>
<tr>
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<td>$393,000.00</td>
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</tr>
<tr>
<td>EXPENSE TOTAL:</td>
<td>$393,000.00</td>
</tr>
</tbody>
</table>

**NOTES:** Hold for LOC

**SIGNATURES REQUIRED**

- **DIVISION HEAD:**  
  **DATE:** 9/10/18

- **DEPARTMENT HEAD:**  
  **DATE:** 9/18/18

- **BUDGET OFFICER:**  
  **DATE:** 9/13/18

- **CITY MANAGER:**  
  **DATE:**

163
PETITION
PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS
HOME BASE ADDITION – PHASE 1

TO: The Mayor and City Council (the “Governing Body”)
   City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for
   assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do
   hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

   (a) The improvements proposed to be made are as follows (the “Improvements”):

   Construction of pavement (29’ Bk-Bk) on Woodcreek Street from 143rd Street to the west line of
   Lot 4, Block A; Rosewood Street from 143rd Street to west line of Lot 14, Block D, with drainage and
   sidewalks installed where necessary.

   The Improvements shall be constructed in accordance with City standards and plans and
   specifications prepared or approved by the City Engineer.

   (b) The estimated or probable cost of the proposed Improvements is: $393,000 [Three Hundred
       Ninety Three Thousand Dollars], exclusive of interest on financing and administrative and financing costs;
   said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of
   submission of this Petition to the City. If expenses have been incurred for the Improvements and
   construction has not started within two years of the initial design contract, the Improvements will be deemed
   abandoned and expenses incurred to date will be assessed against property in the Improvement District
   defined below in accordance with the provisions hereof.

   (c) The extent of the proposed improvement district (the “Improvement District”) to be assessed
   for the costs of the proposed Improvements is:

       Lots 4 thru 11, Block A,
       Lots 14 thru 23, Block D,
       Lots 1 thru 9, Block E, and
       Lots 16 thru 21, Block E

   all in Home Base Addition to Wichita, Sedgwick County, Kansas.

   (d) The proposed method of assessment is: equally per lot (33 lots)

   In the event that the driveway approaches and curb cuts are not included within the scope of the
   Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway
   approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in
   addition to the assessments levied for the Improvements.

   In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured
   before or after assessments have been levied, the assessments against the replatted area shall be recalculated
   on a square foot basis.

PEC Project 35-180291-000
Phase 1 Paving Petition – Murlin Acres, LLP
(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07-30-18</td>
<td>Lots 4 thru 11, Block A, Lots 14 thru 23, Block D, Lots 1 thru 9, Block E, and Lots 16 thru 21, Block E all in Home Base Addition to Wichita, Sedgwick County, Kansas.</td>
</tr>
</tbody>
</table>

Robert D. Young, Managing Member of Murfin Acres, LLP

***********************

THIS PETITION was filed in my office on ________________________.

_________________________
Deputy City Clerk

PEC Project 35-180291-000
Phase 1 Paving Petition – Murfin Acres, LLP
## HOME BASE SUBDIVISION

**WICHITA, KS**

PEC PROJECT NO. 180291-000

Prepared by: PEC  
Estimate Date: 7/25/2018

---

**HOME BASE ADD. - PHASE 1 - PETITION ESTIMATE - PAVING & INCIDENTAL DRAINAGE**

LOTS 4-11 - BLOCK A, LOTS 14-23 - BLOCK D, LOTS 1-9 & 16-21 - BLOCK E (TOTAL = 33 LOTS)

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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
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<td>$200.00</td>
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<tr>
<td>15&quot; RC End Section</td>
<td>2</td>
<td>EA</td>
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<td>Erosion Control</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>Temporary Project Seeding</td>
<td>1</td>
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<td>$2,500.00</td>
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<td>Permanent Project Seeding</td>
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<td>Unclassified Excavation</td>
<td>1150</td>
<td>CY</td>
<td>$5.00</td>
<td>$5,750.00</td>
<td></td>
</tr>
<tr>
<td>Signing</td>
<td>1</td>
<td>LS</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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<tr>
<td>Site Preparation &amp; Restoration</td>
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<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Construction Estimate:** $264,175.00  
**10% Contingency:** $26,417.50  
**Total Construction Costs:** $290,592.50  
**35% Project Costs:** $101,707.38

**Total Project Costs:** $392,299.88

**Petition Amount:** $393,000.00  
**Number of Lots:** 33  
**Total Cost per Lot:** $11,909.09
**Project Request**

- **CIP**   **Non-CIP**
- **NEIGHBORHOOD IMPROVEMENT**
- **ORDERED BY WCC**   **PETITION**

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering  
**RESOLUTION/ORDINANCE #:**  
**ENGINEERING REFERENCE #:** 472-85483

**FUND:** 400 Street Improvements  
**SUBFUND:** 490 Paving N.I.

**COUNCIL DISTRICT:** 02 Council District 2  
**DATE COUNCIL APPROVED:** Oct 2, 2018  
**REQUEST DATE:**

**PROJECT #:**  
**PROJECT TITLE:** Paving and Incidental Drainage Home Base Addition - Phase 2

**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Paving and Incidental Drainage Home Base Addition - Phase 2

**OCA #:**  
**OCA TITLE:** Paving and Incidental Drainage Home Base Addition - Phase 2

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548

**PROJECT MANAGER:** Seth Gotchey  
**PHONE #:** 268-4624

**NEW BUDGET**   **REVISED BUDGET**

### REVENUE

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9730 S.A. Bonds</td>
<td>$397,000.00</td>
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### EXPENSE

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2999 Contractuals</td>
<td>$397,000.00</td>
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</tbody>
</table>

**REVENUE TOTAL:** $397,000.00  
**EXPENSE TOTAL:** $397,000.00

**NOTES:** Hold for LOC

**SIGNATURES REQUIRED**

**DIVISION HEAD:**  
**DATE:** 09/10/18

**DEPARTMENT HEAD:**  
**DATE:** 09/18/18

**BUDGET OFFICER:**  
**DATE:** 09/13/18

**CITY MANAGER:**

**DATE:**

167
PETITION
PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS
HOME BASE ADDITION – PHASE 2

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for
assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do
hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29' Bk-Bk) on Woodcreek Street from the west line of Lot 6, Block C
to west line of Lot 4, Block A; Rosewood Street from the west line of Lot 10, Block D to the west line of
Lot 14, Block D; Wooddale Street from Rosewood to north line of plat; with drainage and sidewalks
installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and
specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $397,000 [Three Hundred
Ninety Seven Thousand Dollars], exclusive of interest on financing and administrative and financing costs;
said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of
submission of this Petition to the City. If expenses have been incurred for the Improvements and
construction has not started within two years of the initial design contract, the Improvements will be deemed
abandoned and expenses incurred to date will be assessed against property in the Improvement District
defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed
for the costs of the proposed Improvements is:

Lots 1 thru 3, Block A,
Lots 1 thru 5, Block B,
Lots 6 thru 16, Block C,
Lots 10 thru 13, Block D, and
Lots 10 thru 15, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (29 lots)

In the event that the driveway approaches and curb cuts are not included within the scope of the
Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway
approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in
addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured
before or after assessments have been levied, the assessments against the replatted area shall be recalculated
on a square foot basis.

PEC Project 35-180291-000
Phase 2 Paving Petition – Murfin Acres, LLP
(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert D. Young, Managing Member of Murfin Acres, LLP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

07-30-18

Lots 1 thru 3, Block A,
Lots 1 thru 5, Block B,
Lots 6 thru 16, Block C,
Lots 10 thru 13, Block D, and
Lots 10 thru 15, Block E
all in Home Base Addition to Wichita,
Sedgwick County, Kansas.

***************

THIS PETITION was filed in my office on ______________________.

___________________________
Deputy City Clerk
## HOME BASE ADD. - PHASE 2 - PETITION ESTIMATE - PAVING & INCIDENTAL DRAINAGE

**LOTS 1-3 - BLOCK A, LOTS 1-5 - BLOCK B, LOTS 6-16 - BLOCK C, LOTS 10-13 - BLOCK D, LOTS 10-15 - BLOCK E (TOTAL = 29 LOTS)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
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</thead>
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<tr>
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<td>4000</td>
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<tr>
<td>Comb. Curb &amp; Gutter (6 5/8” &amp; 1 1/2” Std.)</td>
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<td>LF</td>
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<tr>
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<td>SF</td>
<td>$4.00</td>
<td>$18,400.00</td>
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<tr>
<td>Wheelchair Ramp</td>
<td>2</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
<td></td>
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<tr>
<td>15” RCP</td>
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<td>Curb Inlet Type 1A (L=5’, W=3’)</td>
<td>2</td>
<td>EA</td>
<td>$3,500.00</td>
<td>$7,000.00</td>
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<td>RC Manhole (Dia.=4’)</td>
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<td>Erosion Control</td>
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<td>Unclassified Excavation</td>
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**Construction Estimate $267,250.00**

10% Contingency $26,725.00

**Total Construction Costs $293,975.00**

35% Project Costs $102,891.25

**Total Project Costs $396,866.25**

- **Petition Amount $397,000.00**
- **Number of Lots 29**
- **Total Cost per Lot $13,689.66**
# Project Request

**CCIP**  (Non-CIP)  NEIGHBORHOOD IMPROVEMENT  ORDERED BY WCC  PETITION

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering  
**RESOLUTION/ORDINANCE #:**  
**ENGINEERING REFERENCE #:** 472-85484

**FUND:** 400 Street Improvements  
**SUBFUND:** 490 Paving N.I.  
**DATE COUNCIL APPROVED:** Oct 2, 2018  
**REQUEST DATE:**

**COUNCIL DISTRICT:** 02 Council District 2  
**DATE COUNCIL APPROVED:**

**PROJECT #:**  
**PROJECT TITLE:** Woodcreek St Home Base Addition - Phase 3  
**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Woodcreek St Home Base Addition- Phase 3

**OCA #:**

**OCA TITLE:** Woodcreek St Home Base Addition- Phase 3

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548

**PROJECT MANAGER:** Seth Gotchey  
**PHONE #:** 268-4624

**NEW BUDGET**  **REVISED BUDGET**

## REVENUE

<table>
<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
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<tbody>
<tr>
<td>9730 S.A. Bonds</td>
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## EXPENSE

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<td>2999 Contractuals</td>
<td>$325,000.00</td>
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**REVENUE TOTAL:** $325,000.00  
**EXPENSE TOTAL:** $325,000.00  

**NOTES:** Hold for LOC

**SIGNATURES REQUIRED**

**DIVISION HEAD:**

**DEPARTMENT HEAD:**

**BUDGET OFFICER:**

**CITY MANAGER:**

**DATE:** 09/10/18  
**DATE:** 9/13/18  
**DATE:**

**Print Form**
PETITION
PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS
HOME BASE ADDITION – PHASE 3

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29’ Bk-Bk) on Woodcreek Street from Rosewood to west line of Lot 6, Block C, including cul-de-sac; Rosewood Street from west line of plat to west line of Lot 10, Block D, including cul-de-sac; with drainage and sidewalk installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $325,000 [Three Hundred Twenty Five Thousand Dollars], exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 6 thru 14, Block B,  
Lots 1 thru 5, Block C,  
Lots 17 thru 21, Block C, and  
Lots 1 thru 9, Block D

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (28 lots)

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

PEC Project 35-180291-000  
Phase 3 Paving Petition – Murfin Acres, LLP
(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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<td></td>
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07-30-18

Lots 6 thru 14, Block B,
Lots 1 thru 5, Block C,
Lots 17 thru 21, Block C, and
Lots 1 thru 9, Block D
all in Home Base Addition to Wichita,
Sedgwick County, Kansas.

****************************************

THIS PETITION was filed in my office on ____________________________.

______________________________________________________________
Deputy City Clerk

PEC Project 35-180291-000
Phase 3 Paving Petition – Murfin Acres, LLP

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**HOME BASE SUBDIVISION**

**WICHITA, KS**

PEC PROJECT NO. 180291-000

Prepared by: PEC

Estimate Date: 7/25/2018

**HOME BASE ADD. - PHASE 3 - PETITION ESTIMATE - PAVING & INCIDENTAL DRAINAGE**

**LOTS 6-14 - BLOCK B, LOTS 1-5 & 17-21 - BLOCK C, LOTS 1-9 - BLOCK D (TOTAL = 28 LOTS)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
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<tr>
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<td>SY</td>
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<td>SY</td>
<td>$50.00</td>
<td>$5,500.00</td>
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</tr>
<tr>
<td>Comb. Curb &amp; Gutter (6 5/8&quot; &amp; 1 1/2&quot; Std.)</td>
<td>1964</td>
<td>LF</td>
<td>$12.00</td>
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<td>$21,484.00</td>
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</tr>
<tr>
<td>Wheelchair Ramp</td>
<td>2</td>
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</tr>
<tr>
<td>15&quot; RCP</td>
<td>31</td>
<td>LF</td>
<td>$40.00</td>
<td>$1,240.00</td>
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<tr>
<td>18&quot; RCP</td>
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<td>LF</td>
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<td>Curb Inlet Type 1A (L=5', W=3')</td>
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<td>$5.00</td>
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<td>$2,500.00</td>
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<tr>
<td>Site Preparation &amp; Restoration</td>
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<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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</tbody>
</table>

Construction Estimate: $218,777.00

10% Contingency: $21,877.70

Total Construction Costs: $240,654.70

35% Project Costs: $84,229.15

Total Project Costs: $324,883.85

| Petition Amount | $325,000.00 |
| Number of Lots | 28 |
| Total Cost per Lot | $11,607.14 |
RESOLUTION NO. 18-365

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 444 – HOME BASE ADDITION/SOUTH OF HARRY, WEST OF 143RD STREET) (468-85363).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq., (the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a Storm Water Drain, including Mass Grading and associated drainage pipes to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $467,000 (Four Hundred Sixty Seven Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 thru 11, Block A
Lots 1 thru 14, Block B
Lots 1 thru 21, Block C
Lots 1 thru 23, Block D
Lots 1 thru 21, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas.
(d) The proposed method of assessment: is equally per lot (90 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(Seal)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-366

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 10, MAIN 21, FOUR MILE CREEK SEWER – HOME BASE ADDITION/SOUTH OF HARRY, WEST OF 143RD STREET) (468-85364).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $149,000 (One Hundred Forty Nine Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 thru 11, Block A.
Lots 1 thru 14, Block B,
Lots 1 thru 21, Block C,
Lots 1 thru 23, Block D, and
Lots 1 thru 21, Block E,

all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (90 lots).
In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)                  Jeff Longwell, Mayor

ATTEST:

___________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

___________________________
Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-367

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 11, MAIN 21, FOUR MILE CREEK SEWER – HOME BASE ADDITION-PHASE 1/SOUTH OF HARRY, WEST OF 143RD STREET) (468-85365).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $275,000 (Two Hundred Seventy Five Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 3 thru 11, Block A,
Lots 5 thru 12, Block D,
Lots 14 thru 23, Block D, and
Lots 1 thru 21, Block E,
all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (48 lots).
In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL) _______________________________________________________________________

Jeff Longwell, Mayor

ATTEST: _______________________________________________________________________

Karen Sublett, City Clerk

APPROVED AS TO FORM: _______________________________________________________________________

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-368

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 12, MAIN 21, FOUR MILE CREEK SEWER – HOME BASE ADDITION-PHASE 2/SOUTH OF HARRY, WEST OF 143RD STREET) (468-85366).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"): 
Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $126,000 (One Hundred Twenty Six Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lot 1 and 2, Block A,
Lots 1 thru 5, Block B,
Lots 6 thru 16, Block C, and
Lot 13, Block D
all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (19 lots).
In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-369


WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $108,000 (One Hundred Eight Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 6 thru 14, Block B,
Lots 1 thru 5, Block C,
Lots 17 thru 21, Block C, and
Lots 1 thru 4, Block D,
all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (23 lots).
In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL) Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-370

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS – HOME BASE ADDITION-PHASE 1/SOUTH OF HARRY, WEST OF 143RD STREET) (472-85482).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq., (the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The Improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29' Bk-Bk) on Woodcreek Street from 143rd Street to the west line of Lot 4, Block A; Rosewood Street from 143rd Street to west line of Lot 14, Block D, with drainage and sidewalks installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: $393,000 (Three Hundred Ninety Three Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 4 thru 11, Block A,
Lots 14 thru 23, Block D,
Lots 1 thru 9, Block E, and
Lots 16 thru 21, Block E

All in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (33 lots).
In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-371


WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq., (the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The Improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29’ Bk-Bk) on Woodcreek Street from the west line of Lot 6, Block C to west line of Lot 4, Block A; Rosewood Street from the west line of Lot 10, Block D to the west line of Lot 14, Block D; Wooddale Street from Rosewood to north line of plat; with drainage and sidewalks installed where necessary.

(b) The estimated or probable cost of the proposed Improvements is: $397,000 (Three Hundred Ninety Seven Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 thru 3, Block A,
Lots 1 thru 5, Block B,
Lots 6 thru 16, Block C,
Lots 10 thru 13, Block D, and
Lots 10 thru 15, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas.
(d) The proposed method of assessment is: **equally per lot (29 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)                                      Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-372


WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq., (the "Act"); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The Improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement (29’ Bk-Bk) on Woodcreek Street from Rosewood to west line of Lot 6, Block C, including cul-de-sac; Rosewood Street from west line of plat to west line of Lot 10, Block D, including cul-de-sac; with drainage and sidewalk installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: $325,000 (Three Hundred Twenty Five Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 6 thru 14, Block B,
Lots 1 thru 5, Block C,
Lots 17 thru 21, Block C, and
Lots 1 thru 9, Block D
all in Home Base Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (28 lots).
In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-373

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – HOME BASE ADDITION PHASE 1/SOUTH OF HARRY, WEST OF 143RD STREET) (448-90920).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq. (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvement proposed to be made are as follows (the "Improvements"): Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $136,000 (One Hundred Thirty Six Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.
(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 4 thru 11, Block A  
Lots 14 thru 23, Block D  
Lots 1 thru 9, Block E, and  
Lots 16 thru 21, Block E  
all in Home Base Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is: equally per lot (33 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $6,229.08 on a per lot basis as described below:

 Lots 4 thru 11, Block A  
 Lots 14 thru 23, Block D  
 Lots 1 thru 9, Block E, and  
 Lots 16 thru 21, Block E  
shall each pay 1/33 of said fee.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.
ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-374

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – HOME BASE ADDITION PHASE 2/SOUTH OF HARRY, WEST OF 143RD STREET) (448-90921).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq. (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvement proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $83,000 (Eighty Three Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.
(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

- Lots 1 thru 3, Block A
- Lots 1 thru 5, Block B
- Lots 6 thru 16, Block C
- Lots 10 thru 13, Block D, and
- Lots 10 thru 15, Block E

all in Home Base Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is: **equally per lot (29 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$5,474.04 on a per lot basis as described below**:

- Lots 1 thru 3, Block A
- Lots 1 thru 5, Block B
- Lots 6 thru 16, Block C
- Lots 10 thru 13, Block D, and
- Lots 10 thru 15, Block E

shall each pay 1/29 of said fee.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.
ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

______________________________  Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

______________________________
Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 18-375


WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq. (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvement proposed to be made are as follows (the "Improvements"): Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: $64,000 (Sixty Four Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.
(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 6 thru 14, Block B,
Lots 1 thru 5, Block C,
Lots 17 thru 21, Block C, and
Lots 1 thru 9, Block D
all in Home Base Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is: equally per lot (28 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $5,285.28 on a per lot basis as described below:

Lots 6 thru 14, Block B
Lots 1 thru 5, Block C
Lots 17 thru 21, Block C, and
Lots 1 thru 9, Block D
shall each pay 1/28 of said fee.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.
ADOPTED by the City Council of the City of Wichita, Kansas, on October 2, 2018.

(SEAL)

______________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

______________________________
Jennifer Magaña, City Attorney and Director of Law
TO: Mayor and City Council

SUBJECT: Community Events – Mass for Life (District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Bonnie Toombs, Catholic Diocese of Wichita, is coordinating the Mass for Life event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Mass for Life October 27, 2018, 8:00 am 10:30 am
- Bleckley Drive, Kellogg Drive to 538 Bleckley Drive

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

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

SUBJECT: Community Events – Prairie Fire Marathon (All Districts)

INITIATED BY: Division of Arts & Cultural Service

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Marathon Set-up October 13, 2018, 9:00 am – 11:59 pm
- Lewis/Waterman, Wichita Street to Water Street

Prairie Fire Marathon October 14, 2018 12:00 am – 5:00 pm
- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to 13th Street North
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to Lexington Road
- Lexington Road, Edgemoor Street to Ridgecrest Street
- Ridgecrest Street, Lexington Street to Lynwood Street
- Lynwood Street, Ridgecrest Street to Hampton Street
- Hampton Street, Lynwood Street to walking path
- Lakeside Boulevard, Willowbrook Road to South Mission Road
- South Mission Road, Lakeside Boulevard to Douglas Avenue
- Douglas Avenue, South Mission Road to Rutland Street
- Rutland Street, Douglas Avenue to Armour Avenue
- Armour Avenue, Rutland Street to Central Avenue
- Central Avenue, Armour Avenue to Broadmoor Avenue
- Broadmoor Avenue, Central Avenue to Doreen Street
- Doreen Street, Killarney Street to Donegal Street
- Donegal Street, Doreen Street to Rock Road
- Rock Road, Donegal Street to Polo Drive
- Polo Drive, Rock Road to Magill Street
- Broadmoor Street, Polo Drive to Magill Street
- Magill Street, Broadmoor Street to Doreen Street
- Doreen Street, Magill Street to Oneida Street
- Oneida Street, Doreen Street to Post Oak Road
- Post Oak Road, Oneida Street to path
- Talleyrand Street/Tenth Street, path to Gretchen Lane
- Gretchen Lane, Tenth Street to Magill Street
- Magill Street, Gretchen Lane to Woodlawn Street
- Patricia Street, Woodlawn Street to Ninth Street
- Ninth Street, Patricia Street to Edgemoor Street
- Edgemoor Street, Ninth Street to Douglas Avenue
- Douglas Avenue, Edgemoor Street to Dellrose Street
- Dellrose Street, Douglas Avenue to Second Street
- Second Street, Dellrose Street to Emporia Street
- Emporia Street, Second Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to Eighth Street
- Eighth Street, Main Street to Back Bay Boulevard
- Back Bay Boulevard, Eighth Street to Ninth Street
- Ninth Street, Back Bay Boulevard to Oak Park Drive
- Oak Park Drive, Ninth Street to Forest Avenue
- Forest Avenue, Oak Park Drive to 12th Street
- Oak Park Drive, 12th to 11th Street
- 11th Street, Oak Park Drive to West River Boulevard
- West River Boulevard, 11th Street to Murdoch Street
- Stackman Drive, Murdoch Street to Sim Park Drive
- Sim Park Drive, Stackman Drive to Murdoch Street
- Murdoch Street, Sim Park Drive to Amidon Avenue
- Amidon Avenue, Murdoch Street to 12th Street
- 12th Street, Amidon Avenue to Perry Street
- Perry Street, 12th Street to 13th Street
- 13th Street, Perry Street to McLean Boulevard
- Seneca Street, McLean Boulevard to Museum Boulevard
- Museum Boulevard, Seneca Street to Greenway Boulevard
- Greenway Boulevard, Second Street to Water Street
- Water Street, Second Street to Douglas Avenue
- Main Street, Second Street to Douglas Avenue

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

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.
**Legal Consideration:** This action complies with the ordinance on street closures for community events.

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

SUBJECT: Community Events – Bloktoberfest (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Kary Taylor, Wichita WaterWalk, is coordinating the Bloktoberfest event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

**Bloktoberfest, October 4, 7:00 am through October 7, 2018 12:00 pm**
- South Water Street, Dewey Street to Waterman Street
- WaterWalk Place, South Water Street to Wichita Street
- Dewey Street, Wichita Street to South Water Street

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

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

SUBJECT: Community Events – Wichita Toy Run (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, event promoter Terisa Olson, Wichita Toy Run Association, is coordinating the Wichita Toy Run event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Wichita Toy Run November 4, 2018 7:00 am to 3:00 pm**
- Douglas Avenue, McLean Boulevard to Main Street with through traffic allowed at Waco Street
- Broadway Avenue, Douglas Avenue to 53rd Street North

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

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

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

SUBJECT: Kansas Department of Transportation (KDOT) Agreement for I-235, Seneca to Broadway (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

**Recommendation:** Approve the agreement.

**Background:** The Kansas Department of Transportation (KDOT) has a project to improve the segment of I-235 in northwest Wichita from Seneca to Broadway to six lanes with new bridges over the Little Arkansas River and a new interchange at Broadway.

**Analysis:** KDOT’s project requires the adjustment of some City utilities. Most of the adjustments have already been completed by the City. However, a few adjustments will have to be performed during the KDOT project. The attached agreement authorizes KDOT to perform the adjustments at no cost to the City. The work will be inspected by City staff to ensure that all work is performed according to City specifications.

**Financial Considerations:** There is no cost to the City for this agreement.

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

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

**Attachment:** Agreement.
AGREEMENT

This Agreement is between the Secretary of Transportation, Kansas Department of Transportation (KDOT) (the “Secretary”) and the City of Wichita, Kansas ("City"), collectively, the “Parties.”

RECITALS:

A. The Secretary has authorized an improvement project, as further described in this Agreement.

B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.

C. The Secretary desires to construct the Project on I-235, a city connecting link for the State Highway System, and the City agrees to the Project in the City.

D. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.

E. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the State of Kansas and federal requirements.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. “Agreement” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “City” means the City of Wichita, Kansas, with its place of business at 455 N. Main Street Wichita, KS 67202.

3. “Construction” means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. “Construction Engineering” means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.

5. “Design Plans” means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

6. “Effective Date” means the date this Agreement is signed by the Secretary or the Secretary’s designee.

7. “Encroachment” means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

8. “FHWA” means the Federal Highway Administration, a federal agency of the United States.

9. “KDOT” means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

10. “Letting” or “Let” means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

11. “Non-Participating Costs” means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.

12. “Participating Costs” means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

13. “Parties” means the Secretary of Transportation and KDOT, individually and collectively, and the City.

14. “Project” means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: replacing bridges #105, 106, 107, 109, 110, and 355, removing bridge #104, reconstructing I-235, including reconstructing the Broadway
interchanges and adding additional lanes on I-235 in Wichita, Kansas, and is the subject of this Agreement.

15. "Right of Way" means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

16. "Secretary" means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

17. "Utilities" or "Utility" means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. Project Construction. The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.

2. Right of Way Acquisition. In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.

3. Design, Letting, and Administration. The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.

4. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary’s employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.

5. Indemnification by Contractors. The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property
damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

6. **Utilities.**

   (a) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

   (b) **Cost of Relocation.**

   (i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.

   (ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

**ARTICLE III**

**CITY RESPONSIBILITIES:**

1. **Legal Authority.** The City shall, by resolution or other official act, authorize the Secretary to undertake and complete the Project within the corporate limits of the City. The City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Right of Way.**

   (a) **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City, including any land owned or controlled by a
land bank formed under K.S.A. 12-5901 et seq., lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. Neither the Secretary nor the FHWA shall participate in the cost of the City’s Right of Way or easements, including any land owned or controlled by a land bank formed under K.S.A. 12-5901 et seq., unless the Secretary determines the City will incur an unnecessary hardship. If the Secretary requests, the City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and Construction of the Project.

(b) **Cooperation in Right of Way Acquisition.** The City acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The City will cooperate in that purpose, as necessary, for completion of the Project.

3. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Use of Right of Way.** All Right of Way provided for the Project shall be used solely for public highway purposes.

6. **Trails and Sidewalks on KDOT Right of Way.** With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

(a) **City Responsible for Repairs and Providing Alternative Accessible Routes.** The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of I-235. If the construction or maintenance of I-235 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of I-235 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing
an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(b) **Interference with KDOT Right of Way.** If the Secretary, in the Secretary’s sole, reasonable judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(c) **Incorporation of Trail/Sidewalk into Local Transportation System.** The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(d) **Maintenance.** When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City’s absolute duty and obligation to maintain the Trail/Sidewalk.

7. **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

8. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

9. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.
ARTICLE IV

SPECIAL CONDITIONS:

1. **Local Roads.** As part of the Project, the Secretary will construct a new connection between 40th Street and Meridian Avenue, to include a new traffic signal at the intersection of 40th Street and Meridian Avenue. The City agrees to assume all financial, operational, and maintenance responsibilities for the newly constructed traffic signal, 40th Street, the connection between 40th Street and Meridian Avenue, Broadway Avenue, and Jackson Avenue.

2. **Broadway Street Lighting.** The City agrees that it assume all financial, operational, and maintenance responsibilities for any to-be-constructed lighting structures on Broadway Street according to its standard operating procedures.

3. **Broadway Street Traffic Signal.** As part of the Project, the Secretary will construct a new traffic signal in the southeast quadrant of I-235 and Broadway. Additionally, the Secretary will construct the conduit and foundation for a traffic signal in the northeast quadrant of I-235 and Broadway. The City agrees to assume all financial, operational, and maintenance responsibilities for the new traffic signal in the southeast quadrant and the conduit, foundation, and any to-be-constructed future signals in the northeast quadrant according to its standard operating procedures.

4. **Remaining City Utility Adjustments.** As part of the Project, the Secretary agrees to adjust City utilities as needed for construction, as shown in the design plans. Further, after removal, the Secretary agrees to deliver to the City the fire hydrants and other salvage materials. The City agrees to accept the fire hydrants and other salvage materials from the Secretary as-is. The Secretary will follow the City’s specification for waterline removal, and will include the specifications as part of the final contract documents.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

   (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.
(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

3. **City Ordinances.** The Secretary is not required to follow any city zoning ordinances in the Design, Construction or Maintenance of the Project.

4. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties’ intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

5. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

10. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

*The signature page immediately follows this paragraph.*
IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY CLERK (Date)
(SEAL)

THE CITY OF WICHITA, KANSAS

MAYOR

Kansas Department of Transportation
Secretary of Transportation

By: Catherine M. Patrick, P.E. (Date)
State Transportation Engineer
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of ____________.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon any subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor hereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any
subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)
TO: Mayor and City Council

SUBJECT: Engineering and Management Bond Services (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: The City is legally required by Water and Sewer Bond Resolution No. 09-174 to hire an independent engineering firm every three years to evaluate and report on the conditions and operations of the utility. This Operations and Conditions Report is being completed in 2018 but will be required again in 2021. In addition, a Bond Feasibility Study must be conducted prior to each sale of revenue bonds. Multiple bonds sales are expected over the next three years to support capital improvement projects.

Analysis: Much of the information required for the Operations and Conditions Report and Bond Feasibility Studies is the same. It is recommended that one engineering firm be hired to provide the next Operations and Conditions Report, which is due in 2021, and any Bond Feasibility Studies required through the year 2021. This will prevent the cost of paying two firms to collect the same information. One firm, Burns & McDonnell, submitted a proposal. Since only one proposal was received and the proposed price was fair, a Staff Screening and Selection Committee was not required.

Financial Considerations: The proposed cost ranges from $145,230 to $183,730, depending on the number of Bond Feasibility Studies required. The cost for a second Bond Feasibility Study in any fiscal year is lower because some of the information would already be available.

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<td>$40,810</td>
<td>$40,810</td>
</tr>
<tr>
<td>Contract Total</td>
<td>$145,230</td>
<td>$164,730</td>
<td>$183,730</td>
</tr>
</tbody>
</table>

The Operations and Conditions Report is considered an operational expense and will be paid by the Water and Sewer Utility operating budgets. Bond Feasibility Studies can be included in bond issuance expenses, but are typically paid by the Water and Sewer Utility operating budgets. These reports were included in the most recent cost of service analysis and will not impact rates.

Legal Considerations: The triennial Operations and Conditions Report is required by Water and Sewer Bond Resolution No. 09-174. The contract has been reviewed and approved as to form by the Law Department.

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

Attachment: Contract.
AGREEMENT

for

PROFESSIONAL SERVICES

by and between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

ENGINEERING AND MANAGEMENT BOND SERVICES

BLANKET PURCHASE ORDER NUMBER – BP840067

THIS CONTRACT, made and entered into this 11th day of September, 2018, by
and between the CITY OF WICHITA, KANSAS, a municipal corporation of the State of
Kansas, having its principal office at 455 North Main Street, Wichita, Kansas, 67202
(hereinafter called "CITY"), and BURNS & MCDONNELL ENGINEERING
COMPANY, INC. having its principal office at 800 E. First Street, Suite 400, Wichita,
Kansas, 67202 (hereinafter called "ENGINEER").

WITNESSETH: That

WHEREAS, the CITY has solicited proposals for providing professional services
pertaining to provision of a Condition & Operation Report, and up to three Bond
Feasibility Studies; and

WHEREAS, the ENGINEER has submitted the proposal most beneficial to the
CITY and is ready, willing, and able to provide the commodities and/or services required
by the CITY;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties
hereto as follows:
1. ENGINEER shall provide to the CITY all those services specified in its response to Formal Proposal Number FP840052 which are incorporated herein by this reference to the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the CITY of Wichita as part of the proposal letting process for Formal Proposal FP840052 shall be considered a part of this contract and are incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor’s proposal, and then the City’s proposal package.

2. The ENGINEER hereby agrees to provide the 2019 Bond Feasibility Study to the CITY upon notice to proceed and anticipate an approximate two-month timeframe to complete the work as per attached Exhibit B. This assumes the timely receipt by the Engineer of all relevant documents and direction to be provided by the CITY.

3. The ENGINEER hereby agrees to provide the 2021 Condition & Operation Report to the CITY when needed and anticipates an approximate three-month timeframe to complete the O&C Report as per attached Exhibit B. This assumes the timely receipt by the Engineer of all relevant documents and direction to be provided by the CITY.

4. The charges for professional services will be on the basis of time spent and actual expenses incurred in performing services for and on behalf of the CITY. In addition, CITY agrees to pay the reasonable and necessary expenses and disbursements actually incurred by ENGINEER, including but not limited to out-of-pocket actual expenses for travel, duplicating, postage, and long distance telephone calls. The ENGINEER estimates the fee to prepare one Official Statement Bond Feasibility Report for the City in 2019 to be $33,820.00. ENGINEER estimates the fee for completion of the 2021 Operations and Conditions Report to be $40,810.00. The total agreement amount ranges from $145,230.00 to $183,730.00 depending on the amount of Bond Feasibility Studies required as per attached Exhibit C.
5. Payments shall be made in accordance with City purchasing procedures upon presentation of statements for services rendered and as approved by the Department Director. There shall be no further compensation for services rendered or for expenses incurred in addition to those specified above in the absence of prior written consent. It is understood that ENGINEER shall have no responsibility to perform services if the CITY does not authorize additional funds for payment of same.

6. ENGINEER will maintain a contemporaneous record of hours billed, indicating in brief summary a description of the work performed. The statements submitted for services rendered under the terms of this Agreement will in no case be for more than this record will corroborate. A copy of such record shall be attached to the statement.

7. The term of this agreement shall be for a one (1) year period from January 1, 2019 through December 31, 2019 with options to renew the agreement under the same terms and conditions for two (2) additional one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by either party, at its discretion at any time within the original agreement term or within any successive renewal, upon thirty (30) days written notice to ENGINEER. In the event of such termination, ENGINEER shall be paid for services rendered and for which payment has not been made.

8. This Agreement may not be assigned, transferred, or in any way disposed of by ENGINEER without first having obtained written approval from the City Manager or City Council of the City of Wichita, Kansas.

9. ENGINEER agrees that it will be available at all reasonable times for conferences and consultation with the City Council, the City Manager, and/or the City Attorney and their staffs throughout the term of this Agreement.

10. ENGINEER agrees that it will observe the provisions of the Wichita Ordinance Against Discrimination and will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national
origin, ancestry, marital status, age or physical handicap, except where age or physical handicap is a bona fide occupational qualification. The ENGINEER agrees to comply with the CITY's Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements, which is attached hereto as Exhibit A, and is incorporated herein by this reference.

11. This Agreement contains no authorization in any event for ENGINEER to sign any papers or documents in the name of the CITY. Further, it is understood and agreed that ENGINEER shall have no authority to contract or incur any liability, cost or expense on the part of the CITY except as may be authorized by this Agreement or specifically authorized in writing by the City Manager or the City Attorney.

12. ENGINEER shall maintain 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 not be less than:

   Workman's Compensation - Statutory
   Employer's Liability - $100,000.00 each occurrence

Further, a commercial general liability policy shall be 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 subconsultants in the performance of ENGINEER 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. The ENGINEER shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. 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.

13. This Agreement may not be changed except by written amendment signed by both parties.

14. This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

15. This Agreement shall be governed by, and construed in accordance with, the laws of Kansas. The parties agree that this contract has been created in Kansas.
IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement on the date first above written.

CITY OF WICHITA

__________________________
Jeff Longwell, Mayor

ATTEST:

__________________________
Jamie Buster, Deputy City Clerk

Approved as to Form:

__________________________
Jennifer Magana, City Attorney & Director of Law

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

__________________________
ATTEST:

__________________________

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

**PROPOSED SCHEDULE**

As we have demonstrated in past Feasibility and O&C Reports, Burns & McDonnell is prepared to complete the proposed studies in timeframes that meet the City's needs.

Burns & McDonnell is prepared to begin work on the next Feasibility Report immediately upon notice to proceed. We anticipate an approximate two-month timeframe to complete the work. Additionally, Burns & McDonnell will be prepared to begin work on the O&C Report in 2021 when needed. We anticipate an approximate three-month timeframe to complete the O&C Report.

Based on past studies, we believe the proposed time frames are adequate to complete the proposed studies, provide the City with the opportunity to review preliminary project results and recommendations, and maintain close client/consultant interaction and communication. We have prepared the project schedules shown below accordingly.

<table>
<thead>
<tr>
<th>Official Statement Bond Feasibility Report</th>
<th>Proposed Work Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Week:</td>
<td>Month 1</td>
</tr>
<tr>
<td>Task 1: Data Request and Kick-off Meeting</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>Task 2: Bond Covenant Compliance Review</td>
<td></td>
</tr>
<tr>
<td>Task 3: Capital Improvement Summaries</td>
<td></td>
</tr>
<tr>
<td>Task 4: Debt Service Statements</td>
<td></td>
</tr>
<tr>
<td>Task 5: Pro Forma Development</td>
<td></td>
</tr>
<tr>
<td>Task 6: Additional Bonds Coverage Test</td>
<td></td>
</tr>
<tr>
<td>Task 7: Evaluation of Local Economy</td>
<td></td>
</tr>
<tr>
<td>Task 8: Reports</td>
<td></td>
</tr>
<tr>
<td>Task 9: Meetings</td>
<td></td>
</tr>
<tr>
<td>Task 10: Optional Presentations/Meetings (1)</td>
<td></td>
</tr>
</tbody>
</table>

**Key:**
- Notice to Proceed 🌟
- Task ❏
- Draft Report ▼
- Final Report ◆

(1) Appropriate presentations will be scheduled at the end of the Study to meet the City's needs.
## Project Schedule

(continued)

<table>
<thead>
<tr>
<th>Task 1</th>
<th>Data Request and Kick-off Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2</td>
<td>Examination of Utility Systems</td>
</tr>
<tr>
<td>Task 3</td>
<td>Develop Opinions and Recommendations</td>
</tr>
<tr>
<td>Task 4</td>
<td>Report Preparation and Meeting Participation (1)</td>
</tr>
</tbody>
</table>

### Operations & Conditions Report

**Proposed Work Schedule**

<table>
<thead>
<tr>
<th>Project Week</th>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 2 3 4</td>
<td>5 6 7 8</td>
<td>9 10 11 12 13</td>
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<tr>
<td>Task 1</td>
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<tr>
<td>Task 2</td>
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<td>Task 3</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Task 4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Key:**

- Notice to Proceed ✓
- Draft Report ▼
- Project Status Conference Call ◐
- Final Report ◔

(1) Appropriate presentations will be scheduled at the end of the Study to meet the City's needs.
## PROJECT COST

Burns & McDonnell estimates the fee to prepare one Official Statement Bond Feasibility Report for the City in 2019 to be $33,820. This fee is based on approximately 162 man-hours to complete. Burns & McDonnell estimates the fee for completion of the 2021 Operations and Conditions Report to be $40,810. This fee includes 175 estimated man-hours to complete. The details for both studies are shown in the following tables.

### City of Wichita, Kansas
**Bond Feasibility Study**

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Data Request and Kickoff Meeting</th>
<th>Bond Covenant Compliance Review</th>
<th>Capital Improvement Summaries</th>
<th>Debt Service Statements</th>
<th>Prem Form Development</th>
<th>Additional Bond Coverage Test</th>
<th>Evaluation of Local Economy</th>
<th>Reports</th>
<th>Meetings</th>
<th>Estimated Total Hours</th>
<th>Total Labor &amp; Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Heier</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>3,650</td>
</tr>
<tr>
<td>Dave Naumann</td>
<td>5</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>12,590</td>
</tr>
<tr>
<td>Ted Kelly</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>9,990</td>
</tr>
<tr>
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<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>6,150</td>
</tr>
<tr>
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<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>2,280</td>
</tr>
<tr>
<td>Ty McGowan</td>
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<td>1</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>2,050</td>
</tr>
<tr>
<td>Kerrie Greenfelder</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>26</td>
<td>1,870</td>
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<td>Total Hours and $</td>
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<td>4</td>
<td>6</td>
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<td>4</td>
<td>4</td>
<td>4</td>
<td>24</td>
<td>162</td>
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<td>Total Labor (1)</td>
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<td>$17,705</td>
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<td>$710</td>
<td>$6,675</td>
<td>$6,082</td>
<td>$33,250</td>
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<tr>
<td>Expenses $ (2)</td>
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<td>$80</td>
<td>$800</td>
<td>$1,200</td>
<td>$80</td>
<td>$800</td>
<td>$800</td>
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<tr>
<td>Total Project Fees (3)</td>
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<td>$19,505</td>
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<td>$790</td>
<td>$6,875</td>
<td>$6,982</td>
<td>$41,270</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Includes labor at standard hourly billing rates.
(2) Expenses include travel, meals, accommodations, and transportation for on-site meetings, and production costs for reports.

### City of Wichita, Kansas
**Operations & Conditions Report**

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Data Request and Kickoff Meeting</th>
<th>Examination of Utility Systems</th>
<th>Develop Opinions and Recommendations</th>
<th>Reports and Meetings</th>
<th>Estimated Total Hours</th>
<th>Total Labor &amp; Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Heier</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Dave Naumann</td>
<td>6</td>
<td>16</td>
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<td>14</td>
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<td>Ted Kelly</td>
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<td>30</td>
<td>6</td>
<td>6</td>
<td>13</td>
</tr>
<tr>
<td>Sara Stafford</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Alex Craven</td>
<td>10</td>
<td>6</td>
<td>6</td>
<td>4</td>
<td>4</td>
<td>28</td>
</tr>
<tr>
<td>Ty McGowan</td>
<td>10</td>
<td>6</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Kerrie Greenfelder</td>
<td>10</td>
<td>6</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Total Hours and $</td>
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<td>$400</td>
<td>$80</td>
<td>$97</td>
<td>$97</td>
<td>$697</td>
</tr>
<tr>
<td>Total Project Fees (3)</td>
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<td>$17,087</td>
<td>$14,552</td>
<td>$7,168</td>
<td>$7,168</td>
<td>$40,810</td>
</tr>
</tbody>
</table>

(1) Includes labor at standard hourly billing rates.
(2) Expenses include travel, meals, accommodations, and transportation for on-site meetings, and production costs for reports.

The City has requested pricing for three scenarios which vary the number and timing of Feasibility Reports during the agreement. Scenario 1 includes one Feasibility Report in each of the years 2019, 2020 and 2021. Scenario 2 includes one Feasibility Report in 2019 and 2020 and two in 2021. Scenario 3 includes one Feasibility Report in 2019, and two in each of the years 2020 and 2021. Our proposed package cost for each of these scenarios is shown in the table below.

---

**Project Cost**

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PROJECT COST

(continued)

Total proposed prices amount to $145,230 for Scenario 1; $164,730 for Scenario 2 and $183,730 for Scenario 3. The discounted price for the 2nd Feasibility Report in the applicable calendar years assumes most of the information used in the 1st study of the respective year remains unchanged and valid, including the comprehensive annual financial report.

<table>
<thead>
<tr>
<th>Studies Included</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Feasibility Report 1</td>
<td>$33,820</td>
<td>$33,820</td>
<td>$33,820</td>
</tr>
<tr>
<td>2020 Feasibility Report 1</td>
<td>$34,800</td>
<td>$34,800</td>
<td>$34,800</td>
</tr>
<tr>
<td>2020 Feasibility Report 2</td>
<td>n/a</td>
<td>n/a</td>
<td>$19,000</td>
</tr>
<tr>
<td>2021 Feasibility Report 1</td>
<td>$35,800</td>
<td>$35,800</td>
<td>$35,800</td>
</tr>
<tr>
<td>2021 Feasibility Report 2</td>
<td>n/a</td>
<td>$19,500</td>
<td>$19,500</td>
</tr>
<tr>
<td>2021 O&amp;C Report</td>
<td>$40,810</td>
<td>$40,810</td>
<td>$40,810</td>
</tr>
<tr>
<td>Total</td>
<td>$145,230</td>
<td>$164,730</td>
<td>$183,730</td>
</tr>
</tbody>
</table>

The fees stated above for these studies include both labor and other expenses incurred to complete the project. Fees are based on our hourly billing rates for professional services adjusted to reflect expected requirements for the reports. For any additional work requested by the City and completed by Burns & McDonnell personnel, compensation will be determined on an hourly fee plus expense basis.

Cost to attend and present at one City Council meeting is estimated to be $3,500, including preparation time, attendance and cost of travel for the project manager as an additional service. Cost to attend a bond rating agency meeting is estimated to be approximately $7,000 for an overnight trip, including preparation time, attendance and cost of travel for the project manager as an additional service.
City of Wichita  
City Council Meeting  
October 2, 2018  

TO: Mayor and City Council  

SUBJECT: Acquisition of a Temporary Construction Easement at 2002 South Greenwich for the Greenwich Road – Harry Street to Pawnee Street Improvement Project (District II)  

INITIATED BY: Office of Property Management  

AGENDA: Consent  

---  

Recommendation: Approve the acquisition.  

Background: On November 7, 2017, the City Council approved the funding for the improvement of Greenwich Road from Harry Street to Pawnee Street. The project calls for improving the roadway to three lanes, installing curb and gutter, installation of storm sewers and the construction of sidewalks. The sidewalk on the west will be a ten-foot wide multi-use path. The intersection of Pawnee and Greenwich will be signalized. The project requires the acquisition of a temporary construction easement from the property at 2002 South Greenwich. The property is improved as a single-family residence. The site improvements are removed from the project.  

Analysis: The temporary easement is required to reconstruct the main drive to the property. In addition, there are two field entrances that will be reconstructed in existing right-of-way. Also, there will be work done on an existing drainage structure and the associated drainage easement. This work will require the removal of trees and the relocation of fencing. The temporary easement was valued at $100. The owner has agreed to accept $1,000. The additional money is compensation for impact on fencing around the drainage structure.  

Financial Considerations: The funding source for the acquisitions is General Obligation Bonds. A budget of $1,000 is requested. There are no administrative fees and other miscellaneous costs associated with this acquisition.  

Legal Considerations: The contract for conveyance has been approved as to form by the Law Department.  

Recommendation/Action: It is recommended that the City Council approve the acquisition and authorize the Mayor to sign all necessary documents.  

Attachments: Contract for conveyance, tract map and aerial map.
PROJECT: Greenwich: Pawnee to Harry

COUNTY: Sedgwick

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE
FOR TEMPORARY EASEMENT

THIS AGREEMENT made and entered into this ___ day of __________, 2018 by and between:

Sinclair James Mackay and S. Douglas Mackay, “Landowners”, and the City of Wichita, State of Kansas, a municipal corporation “City”.

The Landowners own that certain property generally identified as 2002 South Greenwich Road, Wichita, Kansas (the “Mackay Property”).

WITNESSETH, For consideration as hereinafter set forth, the Landowners hereby agree to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

Temporary Construction Easements (“TCE”)
A tract of land for temporary easement purposes, lying in the SW1/4 of Sec. 34, T27S, R2E, being more particularly described as follows:
The East 10.00 feet of the West 20.00 feet of the South 27.00 feet of the North 34.00 feet of Lot 1, Spurrier’s Sunswep Acres Addition, Sedgwick County, Kansas. See Exhibit A, attached.

The project will also include the reconstruction of two access drives to the Mackay Property to match the grades, curbs and gutters of the new roadway being constructed. These two access drives, one located north of the TCE and one located south of the TCE, will be located as shown in Exhibits A and B.

The main driveway described in the TCE will be closed during reconstruction and rebuilt in a single process. The period of closure is estimated to be approximately two (2) weeks. Construction on access drives referred to above is estimated to take approximately three (3) weeks.

The TCE will be memorialized in a form similar to Exhibit C, attached.

The two access drives (field entrances for 2102 and the field north of 2002 S Greenwich) shall stop just west of the existing fence. The contractor shall NOT remove any fence in these locations. The contractor shall also be required to remove all of the trees within the drainage easement/right-of-way adjacent to the storm sewer concrete box. This includes the large tree that is approximately 55’ east

Rev. 9-94
Form No. 1716

D. O. T.
of the concrete box structure currently. The contractor shall be required to stay within the 100’ drainage easement to complete this work. The contractor will be allowed to remove and stockpile any fence adjacent to the concrete box. The contractor will be required to coordinate with the property owner or install a temporary fence so the animals using the field are contained.

The City agrees to purchase the above described real estate, and to pay therefore, the below described amount on or before September 30, 2018.

Any and all taxes, rents, insurance premiums, etc. shall be prorated at closing. Any and all closing fees and costs are to be paid by the City.

Real property to be acquired as right of way:
Temporary construction easement
Approximately _____ Sq. Ft. for temporary easement
Cost-to-Cure or Damages:

$ N/A
$ 1,000.00

TOTAL $ 1,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

The project as designed and built will not cause any significant additional stormwater runoff to be discharged onto Landowner’s property. As stated above, as part of the project, the City, consistent with its obligation to maintain the existing drainage easement, will remove certain obstructions and debris within the existing drainage easement in proximity to the existing drainage box which is to be improved upon but not increased in size.

If any of the activities of the City in the course of constructing the road project causes the disturbance of any of the property fencing of the Landowner, Landowner will be advised no less than ten (10) days prior to removal. Landowner shall have the option of providing temporary fencing, the cost of which will be reimbursed by the City. If temporary fence is not provided by Landowner, the City will provide temporary fencing during construction. Any disturbed fencing will be restored in as good or better condition after completion of construction. Landowner, at its option, may do the restoration and be reimbursed by the City or City will restore the fence at its cost.

It is recognized that some of the existing fence, especially along the south portion of Landowner’s property, may be located within existing street right of way. Any existing fencing located in the existing right of way will be allowed to remain in place until and unless it must be removed for future roadway improvements. The Landowner and City will document any encroachment by separate instrument.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

Rev. 9-94
Form No. 1716

D. O. T.
LANDOWNER:

Sinclair James Mackay

BUYER:

Jeff Longwell, Mayor of the City of Wichita, Kansas, a municipal corp.

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, City Attorney and Director of Law
EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made and entered into this ____ day of ______________, 2018, by and between Sinclair James Mackay and S. Douglas Mackay (hereinafter “Grantors”) and the City of Wichita, Kansas, a municipal corporation (hereinafter “Grantee”).

In consideration of $1 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantors hereby grant to the Grantee, its successors and assigns, this Temporary Construction Easement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

Temporary Construction Easement
A tract of land for temporary easement purposes, lying in SW/4 of Sec. 34, T27S, R2E, being more particularly described as follows:
The East 10.00 feet of the West 20.00 feet of the South 27.00 feet of the North 34.00 feet of Lot 1, Spurrier’s Sunswep Acres Addition, Sedgwick County, Kansas

2. For purposes of this Conveyance, the term “Temporary Construction Easement” shall mean:

An easement commencing on August 1, 2018 and expiring on July 31, 2021, or 30 days after final acceptance by Grantee of Grantee’s Construction Contractor’s work, whichever occurs first, allowing the City of Wichita, Kansas, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of highway, roadway, drainage, utility and other related facilities and improvements located and to be located within the abutting permanent highway or roadway right-of-way or abutting private drives, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

(a) At its sole cost and expense, Grantee shall cause its Construction Contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Temporary Construction Easement, whether using current or alternative access points; and

(b) The above-described real property shall be utilized only to undertake and carry-out actual construction activity on Grantors' remaining property or on the abutting highways, roadways and private drives, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.

(c) At the conclusion of construction, Grantee shall restore any portions of the above-described real property disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property in the area encompassed by the taking.
(d) Construction Contractor's activity or Subcontractor's activity within the easement shall not exceed a period of nine (9) months from start to finish.

IN WITNESS WHEREOF, the Grantors have set their hands this 11th day of September, 2018.

Sinclair James Mackay

S. Douglas Mackay

ACKNOWLEDGMENT

STATE OF KANSAS )
 ) ss.
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 14th day of September, 2018 before me, the undersigned, a notary public in and for the county and state aforesaid, came , and who are 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 the purposes and consideration therein expressed.

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

Sylvia Galindo
Notary Public
My appointment expires: 06/30/24
TEMPORARY CONSTRUCTION EASEMENT, EXHIBIT #37

Mackay, Sinclair J & S Douglas
2002 S Greenwich Rd
Wichita, KS 67207

277460

Easement Area: 270 Sq. Ft. ±
0.01 Acres ±

□ = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING EDGE OF PAVEMENT TO NEW PROPERTY LINE
(DISTANCE)N = NEW EDGE OF PAVEMENT TO NEW PROPERTY LINE
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. 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.
TO: Mayor and City Council

SUBJECT: Contract Award for Firefighter Personal Protective Equipment

INITIATED BY: Fire Department

AGENDA: Consent

Recommendations: Approve the contract and authorize all necessary signatures.

Background: Fire fighters use a number of personal protective equipment (PPE) items in the course of fire fighting and rescue operations. Protective clothing is critical to safe and effective operations in extreme, life threatening environments and situations. Coats and pants are key elements of the PPE ensemble. Minimum requirements for PPE are outlined in National Fire Protection Association (NFPA) 1971, Standard on Protective Ensemble for Structural Fire Fighting.

Analysis: The Wichita Fire Department (WFD) released a Request for Proposal on October 27, 2017 for “Structural Firefighting Coat and Pant.” On December 4, 2017, the City received responses from four vendors, representing six products. The six types of PPE sets were worn by WFD operations staff for 10 shifts (one month) each. Testing was performed by experienced fire fighters assigned to the most active fire response unit in the City. In all, WFD staff evaluating the PPE products responded to 810 emergency calls, including 73 fires over six months.

On July 13, 2018, a Staff Screening and Selection Committee, made up of representatives of Fire, Finance, and Law Department personnel interviewed the four vendors. Based on those interviews and the results of field testing, the recommendation is to award the contract to Danko.

Financial Considerations: Personal protective equipment is funded in the WFD operating budget. A total of $321,000 per year is included for PPE.

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

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

Attachment: Contract.
CONTRACT
for
STRUCTURAL FIREFIGHTING COAT AND PANT

BLANKET PURCHASE ORDER NUMBER BP840076

THIS CONTRACT entered into this 2nd day of October, 2018, by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY", and DANKO EMERGENCY EQUIPMENT (Vendor Code Number 806304-001), 109 Ash Street, PO Box 218, Snyder, Nebraska, 68664-0218, Telephone Number (402) 568-2212, hereinafter called "VENDOR".

WITNESSETH:

WHEREAS, the CITY has solicited bids for Structural Firefighting Coat and Pant (Formal Proposal- FP740068), and

WHEREAS, VENDOR has submitted the proposal most beneficial to the CITY and is ready, willing, and able to provide the commodities and/or services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. VENDOR shall provide to the CITY all those commodities and/or services specified in its response to Formal Proposal Number – FP740068, which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the request for proposal process for Formal Proposal – FP740068 shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor’s proposal, and then the City’s proposal package.

2. Compensation. CITY agrees to pay to VENDOR the following unit prices for Structural Firefighting Coat & Pant for the Fire Department of the City of Wichita as per the proposal, plans, specifications, addenda and VENDOR’s proposal of December 4, 2017, and as approved by the City Council on October 2, 2018.

Description

Firefighting Coat as per specification: Manufacturer/Model: Honeywell HON-KSWICH00256, LTO 62B3 Tall Black @ $1,373.31

Firefighting Pants as per specification: Manufacturer/Model: Honeywell HON-KSWICH00257, LTO 62B3 Pants Black @ $1,042.40

Billing Terms: Net Thirty (30) Days
3. **Term.** The term of this contract shall be from **October 2, 2018 through September 30, 2019**, with options to renew the contract for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to VENDOR.

4. **Indemnification.**

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

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

6. **Compliance with Laws.** VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the VENDOR under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

8. **Non-Discrimination.** VENDOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/ Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

10. **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.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.
12. **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 have set their hands the day and year first above written.

**ATTEST:**

Jamie Buster  
Deputy City Clerk

CITY OF WICHITA, KANSAS

Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

Jenniffer Magana  
City Attorney & Director of Law

**DANKO EMERGENCY EQUIPMENT**

Bruce Kreikemeier  
Signature

Bruce Kreikemeier  
Print Signature Name

VP Equipment Sales  
Title (Authorized Representative)
EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

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

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

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

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

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

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

SUBJECT: Relocation of Sewer Line along Canal Route under Interstate 135 (District III)

INITIATED BY: Department of Public Works and Utilities

AGENDA: Consent

Recommendation: Approve the budget and adopt the resolution. Per Charter Ordinance No. 211, this item requires a two-thirds majority vote (five votes required).

Background: The canal route interceptor sewer from English to Wastewater Treatment Plant 1 (WWTP 1) was constructed during the 1950s. In the late 1960s, Interstate 135 (I-135) was constructed on each side of the canal channel. Since the main interceptor sewer was relatively new, the sewer was not relocated and the interstate highway was constructed over the sewer. As part of construction of the highway, manhole tops were removed, capped with concrete, and horizontal tunnels were constructed to gain access to the 78-inch sewer pipe via the shoulder.

On July 26, 2005, the City Council approved a project to inspect the sanitary sewer access tunnels and pipe under I-135 from Pawnee to English. Using sonar and television equipment, the inspection revealed deteriorated portions of the sewer pipe and deterioration in the walls of the tunnels. Subsequently, on August 5, 2008, the City Council approved funding to relocate the northern portion of the line (Pawnee to English) under the north-bound lanes of the highway to a new location east of I-135. That project was completed in 2012. The remaining southern portion of the same line, located under the south-bound lanes of I-135 from Pawnee to WWTP 1 has continued to deteriorate.

Analysis: The inspection performed in 2005 substantiated evidence that the sewer infrastructure located under I-135 needed extensive repairs. Staff evaluated alternatives at the time and a determination was made that the best option was to relocate the sewer due to very limited and hazardous access and the consequences should a structural failure occur under the highway. The northern portion of the line was abandoned in 2012. Staff recommends the remaining southern portion of the main interceptor line to WWTP 1 be relocated from underneath the highway. The existing 78-inch sewer line would be abandoned in-place by filling the pipe the same as the previous project to prevent a possible collapse under the highway.

Staff requests approval of funding to proceed with preliminary design work to determine alternate routing and development of a cost estimate to complete the relocation of the line from under the highway. A map of the portion of line abandoned in 2012 and the remaining portion proposed for relocation is shown as an attachment.

Financial Considerations: Funding of $500,000 for preliminary design work for Sewer Relocation I-135 from Blake to Industrial is programmed in year 2018 of the Adopted 2018-2027 Capital Improvement Program. Funding for completion of design and construction is programmed in years 2023-2024. Staff requests approval of $500,000 at this time for preliminary design and development of a cost estimate.

The full cost of the project was accounted for in the most recent cost of service analysis and will not impact rates. The project will be funded from future revenue bonds or Sewer Utility cash reserves. If revenue bonds are issued, 8% will be added for financing and administrative costs.
Legal Considerations: The Law Department has reviewed and approved the resolution and notice of intent as to form.

Recommendations/Actions: It is recommended that the City Council approve the design budget, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, resolution, notice of intent, and budget sheet.
### Project Request

CIP: ✔
Non-CIP: ☐

**CIP YEAR:** 2018  
**CIP #:** Pg 76, #11

**NEIGHBORHOOD IMPROVEMENT**

**DEPARTMENT:** 18 Public Works & Utilities  
**DIVISION:** Sewage Treatment

**FUND:** 533 Sewer Construction

**COUNCIL DISTRICT:** 07 All Districts

**RESOLUTION/ORDINANCE #:**

**ENGINEERING REFERENCE #:** 468-85362

**FUND:** 533 Sewer Construction

**COUNCIL DISTRICT:** 07 All Districts

**DATE COUNCIL APPROVED:**

**REQUEST DATE:**

**PROJECT #:** 668061  
**PROJECT TITLE:** Sewer Relocation I-135, Blake-Industrial

**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Sewer Relocation I-135, Blake-Industrial

**OCA #:** 628311  
**OCA TITLE:** Sewer Relocation I-135, Blake-Industrial

**PERSON COMPLETING FORM:** Joni Chamberlain  
**PHONE #:** 268-4572

**PROJECT MANAGER:** Stan Breitenbach  
**PHONE #:** 268-4235

**NEW BUDGET** ✔  
**REVISED BUDGET** ☐

### REVENUE

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**REVENUE TOTAL:** $500,000.00

### EXPENSE

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**EXPENSE TOTAL:** $500,000.00

**NOTES:**

**SIGNATURES REQUIRED**

**DIVISION HEAD:**

**DEPARTMENT HEAD:**

**BUDGET OFFICER:**

**CITY MANAGER:**

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Print Form

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**DATE:** 09/10/18  
**DATE:** 9/18/18  
**DATE:** 9-6-18

---

254
RESOLUTION NO. 18-376

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

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

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Sewer Relocation I-135, Blake-Industrial

( поровно “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $500,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,
pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on October 2, 2018.

(SEAL)

__________________________
Jeff Longwell, Mayor

ATTEST:

__________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

__________________________
Jennifer Magaña, Director of Law
and City Attorney
NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 18-376, duly adopted October 2, 2018, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Sewer Relocation I-135, Blake-Industrial

(the “Project”) at an estimated cost, including related design and engineering expenses of $500,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $540,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on October 2, 2018.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk
TO: Mayor and City Council

SUBJECT: Adoption of Electric Franchise for Sedgwick County Electric Cooperative Association, Inc.

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Renew the franchise through a new ordinance.

Background: The City has a franchise agreement with Sedgwick County Electric Cooperative Association, Inc. Although this agreement’s terms have expired, the parties are still operating under its original terms and conditions.

Analysis: The renewed agreement with Sedgwick County Electric Cooperative Association, Inc. (“Company”) is substantially the same as the March 1, 2004 agreement. This renewed agreement is for a 10 year term.

Key provisions of the franchise agreement are:

- The City will receive a franchise payment from the Company equal to six percent of its gross receipts from sales within the City limits. Any changes in rates of compensation by the City will automatically apply to the Company upon proper notice.
- The term of the franchise is 10 years with reopening of the agreement within that time if certain changes occur.
- The Company must repair or replace any of the City’s improvements that are impacted by the placement or maintenance of its facilities.
- The City has the right to review and approve facilities placed in the right-of-way.
- The Company must relocate their facilities when necessary for the construction of public improvements.
- Facilities will be placed underground in the downtown area and elsewhere where feasible. (Facilities within all new subdivisions will continue to be placed underground as required by subdivision regulations).

The provisions of the final agreement with the Company will be adopted by the franchise ordinance.

Financial Considerations: The City will receive six percent of the gross receipts of the Company from the provisioning of electrical service to customers within the City limits. Increases to this rate will apply upon any changes to City ordinance and proper notification to the Company.
**Legal Considerations:** The franchise ordinance is consistent with the requirements of the laws of the State of Kansas. This franchise ordinance has been reviewed and approved as to form by the City Attorney. The ordinance requires two readings and one publication.

**Recommendations/Action:** It is recommended that the City Council approve first reading of the franchise ordinance for Sedgwick County Electric Cooperative Association, Inc. and authorize the necessary signatures.

**Attachment:** Renewed franchise ordinance.
ORDINANCE NO. 50-868

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, GRANTING TO SEDGWICK COUNTY ELECTRIC COOPERATIVE ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC, LIGHT, HEAT, AND POWER FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

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

SECTION 1. - DEFINITIONS.

For purposes of this franchise, the following words and phrases shall have the meanings given herein:

"Arterial Streets"—shall mean those portions of Rights-of-Way designated as arterial streets by City of Wichita Code § 11.96.100.

"Business Day"—shall mean a day which is not a Saturday, Sunday, or any day designated as a holiday by the Congress of the United States, by the State of Kansas, or by the City of Wichita.

"City"—shall mean the City of Wichita, Kansas.

"Company"—shall mean Sedgwick County Electric Cooperative Assn., Inc.

"Customer" or "Consumer"—shall mean any person, firm, partnership, association, corporation, company or organization of any kind served by Company hereunder within the City.

"Electric Utility Service"—shall mean and include:

(i) all sales of electricity to all Customers at retail within the corporate limits of the City;

(ii) ancillary or unbundled electric services provided to all Customers at retail within the corporate city limits of the City when sold separately from kWh which shall include, but not be limited to:

(a) reactive supply and voltage control,

(b) scheduling,

(c) system control and dispatch,
(d) regulation and frequency response,
(e) energy imbalance,
(f) operating reserves,
(g) supplemental reserves, and
(h) spinning reserves; and

(iii) transmission and distribution of electricity when sold separately from energy to any person located within the city limits of the City.

"Electric Utility System" or "System"—shall mean an electric power system installed and operated in the City in compliance with applicable rules and regulations of the Federal Energy Regulatory Commission (FERC) and Kansas Corporation Commission (KCC), and their successors, which shall include, but not be limited to, the generation, transmission and distribution facilities, equipment and administrative services necessary to provide electric service for any use in the City, and such extensions, additions or reductions as may hereafter be made.

"Emergency"—shall mean a reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate action.

"Facilities"—shall mean electric light and power lines, together with all necessary or desirable appurtenances, including underground conduits, poles, towers, wires and other appurtenances.

"Gross Receipts"—shall mean all revenues received by the Company from providing Electric Utility Service within the corporate limits of the City but shall not include any administrative or non-recurring charges associated with the provision of Electric Utility Service within the corporate limits of the City.

"Person"—shall mean any individual, firm, partnership, association, corporation, company or organization of any kind.

"Public Project"—shall mean any project planned or undertaken by the City or any other governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, including without limitation streets, alleys, sidewalks, sewer system, water system, drainage system, Right-of-Way improvement, or any other purpose of a public nature.

"Public Project for Private Development"—shall mean a Public Project, or that portion thereof, arising solely from a request or requirement of a third party primarily for the benefit and use of a third party.

"Retail Wheeling"—shall mean the use of the Company's transmission, distribution, and associated Facilities of its Electric Utility System to deliver electricity purchased by end use Customers located within the City from electric suppliers other than the Company.

"Right-of-Way"—shall mean only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, or boulevards dedicated or acquired as rights-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other nonwire telecommunications or broadcast
service, easements obtained by utilities, or private easements in platted subdivisions or tracts. The term does not include property owned or held by the City that is typically not considered right-of-way, including, but not limited to, undeveloped road right-of-way in City parks, reserves and in or around City buildings.

SECTION 2. - GRANT.

(a) There is hereby granted to Company the non-exclusive right, privilege, and franchise to construct, maintain, extend, operate, reconstruct, and replace Facilities for its Electric Utility System in, through, and along the Right-of-Way of the City for the provision of Electric Utility Services to the City, the inhabitants thereof, and persons and corporations beyond the limits thereof, for the full term of this franchise under the terms and conditions herein set forth.

(b) This franchise does not authorize the Company to use its existing Facilities, or to construct new Facilities, in order to provide cable television service, telecommunications service, network access service, internet access service, leased fiber optic services, video programming service, or any other telecommunications or telephone service to existing or potential customers, and such services are not permitted under this franchise.

(c) The Company must revise its franchise fee payments due to any expansion or reduction by annexation or contraction within a reasonable time after receipt of notice from the City, but in no event later than thirty (30) calendar days after receipt of such notice.

SECTION 3. - TERM.

(a) The term of this franchise shall be for a period of ten (10) years from the effective date hereof.

(b) If the rate of compensation is changed by City Ordinance, the City shall notify the Company with written notice and the new rate of compensation shall become effective and applied to this franchise upon notification. The rate of compensation, if changed by City Ordinance, is not a negotiable item; however, any increase in compensation/fee shall be in compliance with the public notification procedures set forth in K.S.A. 12-2001.

(c) Upon written request of either the City or the Company, this franchise shall be reopened and renegotiated at any time upon any of the following events:

(i) changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Company, including but not limited to the scope of the franchise granted to the Company or the compensation to be received by the City, hereunder;

(ii) changes in the structure or operation of the electrical power industry that materially affect any rights or obligations of either the City or the Company, including but not limited to: (A) the scope of the franchise granted to the Company, (B) the compensation to be received by the City hereunder, (C) the institution of Retail Wheeling or customer choice of electric supplier, or (D) the unbundling and separate pricing of the generation, transmission or distribution of Electric Utility Service; and
(iii) any other material and unintended change or shift in the economic benefit that either the City or the Company reasonably relied upon and reasonably anticipated upon entering into this franchise.

(d) In any negotiation properly commenced pursuant to Section 3(b), the City and the Company shall negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). Failure of the City and Company to successfully renegotiate the materially affected provisions of this franchise under Section 3(b) shall give either party the right to terminate this franchise by giving written notice of termination within sixty (60) days of the event giving rise to the negotiations under subsection (b), in which case the franchise shall terminate 60 days after such notice is given. If neither party gives notice of termination within such time period, the franchise shall remain in effect according to its then existing terms.

(e) Amendments under this Section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any renegotiation provided by subsections (b) and (c).

SECTION 4. - COMPENSATION TO THE CITY.

(a) In consideration of, and as compensation for, the franchise and privilege hereby granted, Company shall make an accounting to the City once each month of all its Gross Receipts during the preceding month. Such accounting shall be submitted by the fifteenth (15th) day of the month following the calendar month that is the subject of the accounting, and shall be accompanied by a report of the Company's Gross Receipts for the preceding month upon which fees are calculated.

(b) The Company shall pay to the City, at the time of making such report, an amount equal to six percent (6%) of the Gross Receipts of the Company during such preceding month. Such payments shall be made to the City under such additional procedures as are mutually agreed to by the Company and the City.

(c) In the event the accounting rendered to the City by the Company is found to be incorrect, then an adjustment shall be promptly made on the corrected amount. The City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. Such of the Company's books, records, documents, contracts and agreements as may be reasonably necessary for an audit of the Company's performance under this ordinance shall at all reasonable times and upon reasonable request be opened to the inspection and examination by the officers of the City and its duly authorized agents, auditors, and employees for the purpose of verifying said accounting. For purposes of this provision, the Company shall maintain appropriate records for three past years plus the current year.

(d) For each and every month, or any part thereof, that the compensation provided for by this franchise remains unpaid after the same becomes due and payable to the City, there shall be added to such payment, as a late charge, a sum equivalent to the statutory rate for interest on the unpaid amount. Such late charge shall be applicable to sums that are delinquent as well as any sums due the City as the result of an audit or review of the Company's records.
(e) Except as provided herein, the payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees imposed by the City. Company shall continue to be responsible for and subject to the following licenses, taxes, charges and fees:

(i) the usual general property taxes and special ad valorem property taxes;

(ii) sales and excise taxes;

(iii) any permit fees and charges for pavement cuts or other permit fees and charges based on restoring premises to their previous condition; and

(iv) charges made for privileges which are not in any manner connected with the provision of Electric Utility Service, as such.

(f) In the event that either state or federal governmental entities authorize or require, or Company on its own initiative engages in: (1) Retail Wheeling or customer choice of electric supplier; or (2) the unbundling and separate pricing of the generation, transmission or distribution of Electric Utility Service(s), then the revenues obtained by Company from these activities from service provided within the corporate limits of the City shall be included in Company's Gross Receipts for the purpose of calculating fees due to the City hereunder.

SECTION 5. - USE OF RIGHT-OF-WAY.

(a) Rules and Regulations. In its use of Right-of-Way under this franchise, the Company shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power. In addition, the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits, fees, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way in the reasonable exercise of its police power, provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City.

(b) Subordinate to City Use. The Company's use of Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner that minimizes adverse impact on Public Projects, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Projects so as not to conflict with such Public Projects.

(c) Restoration. All earth, materials, sidewalks, paving, crossings, utilities, Public Projects, or improvements of any kind located within the Right-of-Way that are damaged or removed by the Company in its activities under this franchise shall be fully repaired or replaced promptly by the Company at its sole expense, however, which such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto.
(d) **Public Project for Private Development.** The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this ordinance. The expenses attributable to such a project shall be the responsibility of the third party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third party, the Company shall be required to coordinate with the third party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. Upon the request of the Company or the third party, the allocation of expenses attributable to the project shall be made in the reasonable determination of the City. Eligible third parties may request to have the City specially assess those expenses billed by the Company under this section.

(e) **Exclusion of Certain Locations/Facilities.** Prior to the Company's installation of any Facilities in the Right-of-Way and after it provides the City with its proposed plans for the Facilities, the City may in its reasonable discretion designate certain locations or Facilities in the Right-of-Way to be excluded from use by Company for its Facilities, including but not limited to any Facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other Facilities that have been designated or planned for other use or are not otherwise available for use by the Company due to engineering, technological, proprietary, aesthetics, or legal limitations or restrictions as may be reasonably determined by the City. The City shall provide a written explanation for any denial for a particular location and shall work with the Company to identify other suitable routes.

(f) **Location, Type and Design of Facilities Subject to Approval.**

   (i) The design, location, and nature of all Facilities to be placed in the Right-of-Way shall be subject to the reasonable review and approval of the City Engineer. This is a means to properly manage and control all Right-of-Way usage in the City, and to protect the public health, safety, and welfare, which includes aesthetics. The review and approval is to ensure efficient coordination relating to Right-of-Way use relating to public and private utilities and to evaluate the configuration and size of Facilities that may be located in the Right-of-Way.

   (ii) When the Company is allowed to place Facilities above ground in accordance with Section 7, the Company may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, and in no instance shall the Company erect an additional pole within an existing aerial pole line absent the City's prior authorization.

   (iii) Above-ground pedestals, above-ground vaults, cabinets, poles or other similar above-ground Facilities, may be installed only if approved by the City where alternative underground Facilities are not feasible or where underground requirements are otherwise waived pursuant to Section 7. Such above-ground Facilities shall generally be located behind the sidewalk where feasible and when placed along arterial streets shall be screened from public view by ornamental grasses or the equivalent when requested.
by the City. The Company shall be responsible for the installation or restoration of such screening; the City shall be responsible for routine maintenance.

(g) **Right-of-Way Management Code.** The City reserves its rights to adopt a right-of-way management and construction standards ordinance of general applicability pursuant to its public health, safety and welfare, which includes aesthetics, authority which shall apply to this franchise except where inconsistent with a material term of this franchise and the Company reserves its rights to recover such costs to the extent provided by applicable law.

(h) **Permit Requirements.**

(i) Any request for permits shall be complete, including a written description of work with applicable maps and aerials having routes clearly marked and proper dimensions shown.

(ii) This franchise establishes the general rules and scope of authority for the Company to construct and maintain its Electric Utility System within the Right-of-Way. The Company is still required to obtain individual permitting approval from the City Engineer prior to engaging in actual construction of its specific Facilities within the Right-of-Way.

(iii) Except in the case of an emergency situation, prior to any excavation within the Right-of-Way, the Company shall obtain a permit, pay all applicable fees, and perform such work in accordance with applicable provisions of the City Right-of-Way Management Code, and any ordinances or regulations that may be adopted by the City regarding excavation work.

(i) **Construction Plans.** At least ten (10) business days before the beginning of any installation, removal or relocation of its Facilities greater in length than 660 feet, the Company shall submit detailed plans of the proposed action to the City Engineer. The City Engineer shall, within ten (10) business days of receipt of such plans, either approve the plans or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom representatives of the City Engineer can communicate on all matters relating to Facilities installation and maintenance.

(j) **As-Built Drawings.** The Company shall keep and maintain accurate records and as-built drawings, in electronic format, of all underground Facilities (except customer service lines) constructed, reconstructed, or relocated in the Right-of-Way commencing six (6) months after the effective date hereof. Such Facilities shall be horizontally and vertically located at least every 100 feet and at any alignment change. All points of Facilities shall be horizontally located from street centerline, or section or quarter section lines or corners. Vertical locations on all points of Facilities shall consist of elevations in either City datum or United States Geological Survey datum. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the nature and horizontal and vertical location of its existing Facilities located within Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be at the sole expense of the Company without expense to the City, its employees, agents, or authorized contractors.

(k) **Wires.** Where practicable, wires shall be placed nineteen (19) feet or more above the level of the street, except new wires shall be placed up to twenty-two (22) feet above the level of the
street where reasonably requested by the City. Where practicable, any poles placed in the street Right-of-Way shall be located on the lot line and six (6) feet inside the curb line.

(l) **Street Closure.** Except in the case of an emergency situation, the Company shall notify the City not less than twenty (20) working days in advance (such notice to be adequate for timely notice on the governing body agenda under City procedures) of any construction, reconstruction, repair, or relocation of Facilities that would require any street closure that reduces traffic flow to less than two lanes of moving traffic. Except in the event of an Emergency, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected in conformance with the latest edition of the Manual of Uniform Traffic Control Devices unless otherwise agreed to by the City.

(m) **Relocation for Public Projects.** The Company shall coordinate with the City on the design and placement of Facilities in the Right-of-Way during and for the design of Public Projects. At the request and sole expense of the Company, the City may include design for Facilities in the design of Public Projects. Upon request by the City and within the time period specified in the City's request, the Company shall locate, remove, relocate, or adjust any Facilities located in Right-of-Way if reasonably necessary for a Public Project. Such location, removal, relocation, or adjustment for a particular Public Project shall be performed by the Company once without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules and regulations of the City pertaining to such. Such relocation or adjustment shall be completed as soon as possible within the time set forth in any request by the City for such relocation or adjustment. If additional location, removal, relocation, or adjustment becomes necessary as a result of inaccurate or mistaken information provided by the Company or City, the party which provided such inaccurate or mistaken information shall be responsible for costs associated with such additional location, removal, relocation, or adjustment without expense to the other party. The City will use its best efforts, but is not required, to continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

(n) **Protect Facilities.** It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City or its authorized contractors except to the extent the City or its authorized contractors are responsible for the harm or damage by their gross negligence or intentional conduct. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages, including but not limited to delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind, arising out of the failure of the Company to perform any of its obligations under this franchise except to the extent another party is responsible for the harm or damage by its negligence or intentionally caused harm. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including
calling for utility locations through Kansas One Call and exercising due caution when working near Company Facilities.

(o) **ULCC.** The Company shall become and remain a member of and participate in the Utility Location and Coordination Council established by ordinance of the City.

(p) **Technical Standards.** All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City law and regulation, including but not limited to the most recent standards of the Kansas Corporation Commission and the Kansas Department of Transportation, or such substantive equivalents as may hereafter be adopted or promulgated. The standards established in this paragraph are minimum standards and the requirements established or referenced in this franchise may be in addition to or stricter than such minimum standards.

(q) **Conservation of Right-of-Way.** The City encourages the conservation of Right-of-Way by the sharing of space by all utilities. Notwithstanding any provision of this franchise prohibiting third party use, to the extent required by federal or state law, the Company will permit any other franchised entity, by appropriate contract or agreement negotiated by the parties to use any and all Facilities constructed or erected by the Company.

(r) **Structure Moving.** On the request of any applicant, the Company shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the applicant, and the Company may require such payment in advance. The Company shall be given not less than fifteen (15) calendar days' written notice from the applicant detailing the applicant, and the Company may require such payment in advance. The Company shall be given not less than fifteen (15) calendar days' written notice from the applicant detailing the time and location of the moving operations, and not less than twenty-four (24) hours' advance notice from the applicant advising of the actual operation. However, the City shall not be liable for any such expense for the moving of houses or structures by the City or its contractors.

(s) **Conduit.** If the Company, in its sole discretion, determines that it has spare ducts in its underground conduits, or spare pins, crossarms, or space on any of its poles not then necessary for the provision of Electric Utility Service, and not needed for future anticipated load growth or Emergencies, the Company may permit the City to use one such duct in each conduit, or reasonable spaces on poles, or both, for the City's police and fire alarm wires, traffic control wires or cable, fiber-optic lines connecting City facilities, or other similar, appropriate non-commercial uses, provided that such use by the City is in compliance with the National Electric Safety Code and at the expense of the City. If the Company constructs or extends additional conduits or erects additional poles, the City, at the City's sole expense, may require the Company to provide one such duct in each conduit, or reasonable space on poles, or both, for the City's own use as aforesaid.

(t) **Commercial Purposes.** City shall not sell, lease or otherwise make available its rights to use the Company's Facilities as set forth herein to any third party for commercial purposes. Such rights are provided solely for the non-commercial use of the City or other governmental entity. However, this restriction shall not prevent the City from using the services of a third party commercial entity to manage or operate the City's facilities on behalf of the City, so long as no resale or other commercial use of such facilities shall occur.
SECTION 6. - WORK BY OTHERS.

(a) The City reserves the right to lay, and permit to be laid, storm sewer, gas, water, wastewater and other pipe lines, cables, and conduits, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under the Right-of-Way occupied by the Company. The City also reserves the right to change, in any manner, any curb, sidewalk, highway, alley, public way or street. In permitting such work to be done, the City shall not be liable to the Company for any damage so occasioned, but nothing herein shall relieve any other Person from responsibility for damages to the Facilities of the Company.

(b) If the City shall require the Company to adapt or conform its Electric Utility System, or in any way or manner to alter, relocate, or change its property to enable any other Person to use, or use with greater convenience, said Right-of-Way, the Company shall not be bound to make any such changes until such other Person shall have undertaken, with good and sufficient bond, to reimburse the Company for any cost, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of the Company's property. Provided, however, that the City shall never be liable for such reimbursement due to the Company from such Person.

SECTION 7. - UNDERGROUND REQUIREMENTS.

(a) The Company shall use commercially reasonable efforts to provide that all Facilities constructed, replaced, or relocated in the Right-of-Way after the date hereof shall be placed underground unless, because of the nature of the Facility or the standard construction or operating practices of the Company, the Company requests approval for such Facilities to be placed above ground. Upon receipt of such request, the City Engineer shall review and approve the plans for the above ground placement of Facilities in accordance with reasonable procedures established by the City, and subject to such reasonable conditions as the City may establish for public safety, appearance, or coordination with Public Projects. Where there are obstructions in the Right-of-Way, such as trees, shrubs, other utilities, commercial signs, man-made structures, or other like obstructions that make the cost of such underground burial unreasonable, the Company may request waiver of this requirement, in which event the City will not unreasonably withhold consent.

(b) All new Facilities installed in the Downtown Area shall be installed underground. Additionally, all replacement or upgrading of Facilities in the Downtown Area shall be installed underground.

(c) The City may require any portions of Company's Facilities in the Downtown Area that are not presently underground to be placed underground. The City shall provide reasonable written notice to the Company of the City's request that such Facilities be placed underground. The Company shall promptly undertake the removal and replacement of such Facilities to underground locations at no cost to the City.

(d) Except as may otherwise be provided by other applicable ordinances of the City, where reasonable and appropriate and where adequate Right-of-Way exists, the Company shall
place above-ground Facilities underground in conjunction with City capital improvement projects and/or at specific locations requested by the City provided that such placement is practical, efficient, and economically feasible.

(e) Where not otherwise required to be placed underground by this franchise, the Company's Facilities shall be located underground at the request of the adjacent property owner, provided the placement of such Facilities shall be consistent with the Company's construction and operating standards and provided that property owner making the request pays the Company for such undergrounding pursuant to the Company's applicable tariffs and terms and conditions.

(f) When undertaking a project of undergrounding, the City and the Company shall, to the extent practicable, work with other utilities or companies that have their lines overhead to have all lines undergrounded as part of the same project. When other utilities or companies are placing their lines underground, the Company shall cooperate with these utilities and companies and undertake to underground Company's Facilities as part of the same project where feasible; provided, however, the Company shall not be required to pay the costs of any other utility or company.

(g) The Company shall use commercially reasonable efforts to coordinate its installation of new underground Facilities with preexisting underground facilities of other companies. The underground requirements of this subsection shall not apply to the maintenance and repair of existing Facilities, as determined by the City Engineer, except as may be required in Section 7(b).

SECTION 8. - INDEMNITY AND HOLD HARMLESS; LIABILITY; INSURANCE; SURETY BOND.

(a) The Company shall hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including attorney fees, to the extent occasioned in any manner by the Company's occupancy of Right-of-Way, except to the extent that such were caused by the negligence or intentional conduct of the City, its officers, employees, agents, or authorized contractors. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company will assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear in and defend, at its own cost, any such case. However, the Company shall have no duty to defend any such action to the extent that such action has resulted from the negligence or intentional conduct of the City, its officers, employees, agents, or authorized contractors.

(b) The Company shall maintain throughout the term of this franchise insurance insuring the City and the Company with regard to all damages set forth in paragraph (a) of this section, in the minimum amounts of:

(i) $1,000,000 for bodily injury or death to a person

(ii) $50,000 for property damage resulting from any one accident;

(iii) $3,000,000 for property damage resulting from any one accident;
(iii) $1,000,000 for all other types of liability.

Should Company elect to self-insure for this purpose, the Company shall possess a certificate of authority from the Kansas Insurance Commissioner.

(c) On or before the Effective Date of this franchise (or the date of first use of the Right-of-Way under this franchise, if later), and as a condition precedent to the effectiveness of the franchise, the Company shall deposit with the City a surety bond in the amount of $100,000, payable to the City and securing the payment of repair or maintenance costs incurred as a result of any defects, impairments, or substandard condition in the Right-of-Way caused by the work of the Company or resulting from the Company's activities in the Right-of-Way. The required surety bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 9. - REGULATORY PROVISIONS.

(a) Nothing contained in this section shall be construed as waiving the rights of either the City or the Company to review in the courts, in such manner as is now or may hereafter be provided by law, any rules, findings, or orders of a regulatory body, the Company, or the City.

SECTION 10. - STREET LIGHTING.

The City shall have the option at any time after the taking effect of this franchise, to acquire title to the wiring, poles, conduits, lamps, and other appurtenances (exclusive of the power house and generating equipment) which may be at said time used or useful exclusively in any street lighting of the City. Such property and facilities shall be sold to the City by Company, its successors or assigns, at the fair cash value of the physical properties. In the event of the exercise of the option by the City to take over said street lighting property, there shall be no allowance to the Company, its successors or assigns, for any element or item of intangible value, blue sky, nor any good will or going concern value, nor any "Severance Damages," or stranded costs or stranded value. Nothing herein shall be construed to in any manner preclude or prevent the City from acquiring title by any means authorized by law to any part, portion or all of the electric property of the Company, its successors or assigns or preclude or prevent Company from selling its street lighting system to a third party or give City a right of first refusal or option of any kind in connection with such a transaction. In the event Company sells its said street lighting system to a third party, the provisions of this Section shall be null and void and of no further effect.

SECTION 11. - ASSIGNMENT AND TRANSFER.

This franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made, provided, however, that the franchise may be assigned by the Company without action by the City to any entity which succeeds to all or substantially all of the electric utility business of the Company. Provided, however, in the event that the Company is no longer required to obtain the approval of the Kansas Corporation Commission for an assignment, such assignment shall be subject to the consent of the City,
which consent shall not be unreasonably withheld. In the event of an assignment to a successor, the Company shall be released from all obligations which are assumed in writing by such successor and the assignee shall have executed an assumption of the franchise being assigned.

SECTION 12. - TERMINATION AND FORFEITURE OF FRANCHISE.

(a) In addition to all other rights and powers retained by the City under this franchise, the City reserves the right to terminate the franchise and all rights and privileges of the Company hereunder, in the event of a material failure on the part of the Company, its successors or assigns, to comply with any of the provisions of this ordinance, or if the Company, its successors or assigns, should do or cause to be done any material act or thing prohibited by or in violation of the terms of this ordinance. In such event, the Company, its successors and assigns, shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings:

(i) Before the City terminates the franchise, it shall first serve a written notice upon the Company, and upon the trustee or trustees in any deed of trust securing bonds of the Company of record in Sedgwick County, Kansas, or the office of the Secretary of State of Kansas, by mailing notice to the Company and to such trustee or trustees to the address designated in such trust deed, setting forth in detail in such notice the neglect or failure complained of.

(ii) The Company shall have sixty (60) calendar days thereafter in which to comply with the conditions of this franchise.

(iii) If, at the end of such sixty day period, the City determines that the conditions of such franchise have not been complied with by the Company and that such franchise is subject to termination by reason thereof, the City, in order to terminate such franchise, shall enact an ordinance setting out the grounds upon which the franchise is to be terminated.

(iv) If within thirty (30) calendar days after the effective date of said ordinance the Company shall not have instituted an action, either in the District Court of Sedgwick County, Kansas, or some other court of competent jurisdiction to determine whether or not the Company has violated the terms of this franchise and that the franchise is subject to termination by reason thereof, such franchise shall be terminated at the end of such thirty day period.

(v) If within such thirty day period the Company does institute an action, as above provided, to determine whether or not Company has violated the terms of this franchise and that the franchise is subject to termination by reason thereof and prosecutes such action to final judgment with due diligence, then, in that event, in case the court finds that the franchise is subject to termination by reason of the violation of its terms, this franchise shall terminate thirty (30) calendar days after such final judgment is rendered.

(b) In the event of a final adjudication of bankruptcy of the Company under Title 11 of the United States Code, the City shall have full power and authority to terminate, revoke, and cancel any and all rights granted under this franchise.
(c) The failure of the Company to comply with any of the provisions of this franchise or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this franchise shall not be a ground for the termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company, its successors and assigns, or bona fide legal proceedings.

SECTION 13. - RIGHTS AND DUTIES OF COMPANY UPON EXPIRATION OR TERMINATION OF FRANCHISE.

Upon expiration of this franchise, whether by lapse of time, by agreement between Company and City, or by forfeiture thereof, the Company shall have the right to remove any and all of its Facilities used in its Electric Utility Service within a reasonable time after such expiration or termination, unless the City notifies the Company in writing that the City or a third party intends to purchase the Facilities. In the event the City notifies the Company that the Facilities are to be purchased, the Facilities shall be sold to the City or the third party by Company, its successors or assigns, for the compensation provided by applicable law. In the event the City notifies the Company that the Facilities can be removed by the Company, it shall be the duty of the Company, immediately upon such removal, to restore the streets, avenues, alleys, parks and other public ways and grounds from which said Facilities are removed to as good condition as the same were before said removal was effected.

SECTION 14. - ACCEPTANCE.

Prior to the effective date of this ordinance the Company shall file with the City Clerk of the City of Wichita its acceptance in writing of the provisions, terms and conditions of this ordinance, which acceptance shall be duly acknowledged before an officer authorized by law to administer oaths. When so accepted the ordinance and acceptance shall constitute a contract between the City and the Company subject to the provisions of the laws of the state of Kansas.

SECTION 15. - CONDITIONS OF FRANCHISE.

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction, and each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other causes beyond Company's control.

SECTION 16. - RESERVATION OF RIGHTS.

(a) The City specifically reserves its right and authority as a Customer of the Company and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning the Company's rates and services to ensure the rendering of efficient Electric Utility Service at reasonable rates, and the maintenance of the Company's property in good repair and the Company reserves its right to resist such participation.
(b) In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

SECTION 17. - NOTICES.

Except in Emergencies, all notices by either the City or the Company to the other shall be made by either depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. Emergency notices shall be provided by telephone, with written notice immediately following by facsimile. All notices shall be addressed to the City as follows:

City Clerk
City Hall – 13th Floor
455 N. Main Street
Wichita, Kansas 67202-1635

Notice to Company shall be addressed to the Company as follows:

Sedgwick County Electric Cooperative Assn., Inc.
Attn: Scott Ayres
P.O. Box 220
Cheney, Kansas 67025

Notice shall be given as required by the terms of this ordinance and for all Emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by City or Company.

SECTION 18. - NON-WAIVER PROVISION.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 19. - SEVERABILITY.

If any clause, sentence, or section of this ordinance, or any portion thereof, shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid; provided, however, the City may elect to declare that the entire agreement is invalidated if the portion declared invalid is, in the judgment of the City, an essential part of this ordinance.
This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of October, 2018.

________________________________________
Jeff Longwell, Mayor

ATTEST:

________________________________________
Karen Sublett, City Clerk

Approved as to Form:

________________________________________
Jennifer Magaña,  
City Attorney and Director of Law
a. ORDINANCE NO. 50-864
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.
Case No. ZON2014-00013

b. ORDINANCE NO. 50-865
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.
Case No. ZON2018-00032
TO: Mayor and City Council

SUBJECT: SUB2017-00029 -- Plat of Fox Run Addition Located on the South Side of West 47th Street South, West of South Meridian Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (13-0).

Staff Recommendation: Approve the plat.

Background: The site consists of 72 lots on 25.12 acres on property zoned Single-Family Residential (SF-20) and Two-Family Residential (TF-3). Since annexation is a condition for approval of this plat, the site has been annexed by the City. The annexation converted the portion of the site zoned Single-Family Residential (SF-20) to Single-Family Residential (SF-5).

Analysis: The applicant has submitted a Certificate of Petition for sewer, water, paving and drainage improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.
Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and all the documents will be recorded with the Register of Deeds.

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

Attachments: Certificate of Petition
             Restrictive Covenant
CERTIFICATE OF PETITION

STATE OF KANSAS  )
COUNTY OF SEDGWICK ) SS:

We, Superior Homes, LP, do hereby certify that petitions(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Lateral Petitions - $ 200,000
2. Waterline Petition - $ 93,000
3. Paving Petition - $ 336,000
4. Storm Sewer Petition - $ 329,000
5. Storm Water Drain - $ 208,000

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Fox Run Addition, Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 22 day of August, 2018

Superior Homes, LP

By: 

Basem Krichati, Manager, Superior Homes, LP

BE IT REMEMBERED, that on this 22nd day of August, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Basem Krichati, Manager, Superior Homes, LP, 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, and as the act and deed of said limited partnership.

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

(My Commission Expires: 12-25-2021)

Notary Public

NOTARY PUBLIC - State of Kansas
KIRK E. MILLER
My Aqpt Expires 12-25-2021
Restrictive Covenant

This covenant, executed this __________ day of __________, 2018.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Fox Run Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserves.

NOW, THEREFORE, the undersigned do hereby subject Fox Run Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. The reserves located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
2. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
3. In the event that the undersigned, its successors or assigns, shall fail to maintain the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations, as defined in the Operation and Maintenance Manual, recorded at the Sedgwick County Register of Deeds. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned 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, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. 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.

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

By: 
Basem Krichati, Manager
Superior Homes, LP

State of Kansas  )
County of Sedgwick  )

Be it remembered that on this 22nd day of August, 2018, before me a Notary Public in and for said State and County, came Basem Krichati, Manager, Superior Homes, LP, 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.

, Notary Public

My Appointment Expires: 12/25/21

NOTARY PUBLIC - State of Kansas
KIRK E. MILLER
My Appt Expires 12/25/2021
TO: Mayor and City Council

SUBJECT: VAC2018-00019 – City Vacation of Street Right of Way that is Landlocked from Other Street Right-of-Way, Generally Located 650 Feet Northwest of the Intersection of West Maple Street and South Tyler Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0) subject to staff recommendations.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.
**Background:** The applicant is requesting the vacation of street right-of-way that is located in an area which is “landlocked” from other street right-of-way.

The applicant states that these properties were dedicated years ago either by separate instrument or via platting, yet were never developed for the purpose of street right-of-way. The applicant also states that the subject area has become an issue for the business which surrounds the subject area.

It appears that the intention at one time was to provide for a street similar to South Arcadia Street, located nearby to the west that would have provided access to West Douglas Avenue and opened up the possibility of creating additional lots for residential development. However, it appears that beyond a few platting documents in the 1970s (The Westfield Acres 3rd Addition in 1977 abutting West Douglas Avenue, the Johns Addition in 1973 abutting West Douglas Avenue, The Sinclair Addition in 1987 abutting North Tyler Road) and the dedication of the cul-de-sac portion in 1991, there was no work done to actually connect the subject area to West Douglas Avenue. Staff feels it is appropriate to approve the vacation of the subject area.

There are no public utilities in the area to be vacated. No properties will be denied access to public right of way if approved.

**Analysis:** On August 23, 2018, the Metropolitan Area Planning Commission (MAPC) recommended approval of the request (12-0). On August 16, 2018, the Subdivision Committee recommended approval (5-0) to the MAPC. No members of the public spoke at the MAPC hearing or its Subdivision Committee meeting.

No protest petitions were submitted concerning the vacation. The request can be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachments:**
- Vacation Order
- Covenant
BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF STREET
RIGHT OF WAY

GENERALLY LOCATED APPROXIMATELY 650 FEET NORTHWEST OF THE INTERSECTION OF WEST MAPLE STREET AND SOUTH TYLER ROAD

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 2nd day of October, 2018, comes on for hearing the petition for vacation filed by Roger K Wilson on behalf of Harp Properties LLC, praying for the vacation of the described street right of way, to-wit:

a. Starting at the NE corner of Lot 33, Westfield Acres, Sedgwick County, Kansas; thence 30’ west to a point, thence south 28.5’ to a point, thence west 40’ to a point, thence south 100’ to a point, thence east 70’ to a point, thence north 128.5’ to the point of beginning, generally located at 211 S Tyler Rd, Wichita, KS.

b. That which is shown as Wood Street consisting of an area encompassing the West thirty feet (30’) of Sinclair addition which is thirty feet (30’) wide and one hundred twenty-eight and one-half feet (128.5) long generally located at 211 S Tyler Rd, Wichita, KS.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on August 2, 2018, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described Street right of way and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described street right of way should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 2nd day of October, 2018, ordered that the described street right of way is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

____________________________
Jeff Longwell, Mayor

ATTEST:

____________________________
Karen Sublett, City Clerk

Approved as to Form:

____________________________
Jennifer Magana, City Attorney and Director of Law
COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, Harp Properties, LLC, a Kansas limited liability corporation, is the owner of the following described real estate, to-wit:

1. Lot 33 Westfield Acres Add., Wichita, Sedgwick County, Kansas, and

2. The West one hundred ninety-one feet (191’) of Lot 1 Sinclair Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, in consideration of receiving approval from the appropriate government authorities for the vacation of the cul-de-sac area in the property described in 1. above and the area known as Wood Lane in the property described in 2. above, in vacation case VAC2018-00019, and more particularly described respectively as:

a) Starting at the NE corner of Lot 33, Westfield Acres, Sedgwick County, Kansas; thence 30’ west to a point, thence south 28.5’ to a point, thence west 40’ to a point, thence south 100’ to a point, thence east 70’ to a point, thence north 128.5’ to the point of beginning, generally located at 211 S. Tyler Rd., Wichita, KS 67209 (cul-de-sac area), and

b) That which is shown as Wood Street consisting of an area encompassing the West thirty feet (30’) of Sinclair Addition which is thirty feet (30’) wide and one hundred twenty-eight and one-half feet (128.5’) long generally located at 211 S. Tyler Rd., Wichita, KS 67209 (Wood Lane area).

the undersigned agrees and covenants the cul-de-sac area described in a) above shall be retained, held and bound together with the South one-half (S/2) of Lot 33 Westfield Acres, Wichita, Sedgwick County, Kansas and that the Wood Lane area described in b)
above shall be retained, held and bound together with the West one hundred ninety-one feet (191') of Lot 1 Sinclair Addition to Wichita, Sedgwick County, Kansas.

It is also understood that this Covenant shall be binding upon the undersigned, their successors and assigns, and shall run with the land until such time as the said properties are replatted.

HARP PROPERTIES, LLC

By: [Signature]

Victoria A. Whitesell, Manager

Dated: 9-10-, 2018

STATE OF KANSAS )
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 10th day of September, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Victoria A. Whitesell, Manager of Harp Properties, LLC who is personally known to me to be the same person who executed this written document and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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

[Signature]

Notary Public

My Appointment Expires: 01/01/22
TO: Mayor and City Council

SUBJECT: A18-06: Basem Krichati of Superior Homes, LP Requests Annexation for 37.7 Acres of Land, Generally Located on the South Side of West 47th Street South and Approximately 1,200 Feet West of South Meridian Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 37.7 acres of land, generally located on the south side of West 47th Street South and approximately 1,200 feet west of South Meridian Avenue. The annexation area is bordered by property located within the City of Wichita’s incorporated area on the east, south, and west sides.

Analysis: Land Use and Zoning: The annexation area consists of approximately 37.7 acres zoned SF-20 Single Family Residential and TF-3 Two Family Residential and is vacant and undeveloped. This request is related to SUB2017-00029, Fox Run Addition, a plat to create 121 lots for residential development. The development would feature both single family and duplex residential structures. ZON2017-00037 was approved by the Sedgwick County Board of Commissioners on November 1, 2017. This case was filed to rezone all the lots to TF-3 Two Family Residential zoning however, due to comments from nearby residents and at the suggestion of the Metropolitan Area Planning Commission, only the westernmost 330 feet of the application area was approved for rezoning to TF-3.

The zoning and related uses of the adjacent properties are:

East: MH Manufactured Housing. Manufactured Housing subdivision.
South: MH Manufactured Housing. Undeveloped land.

Public Services: Water and sewer services are available nearby, but will need to be extended to the site to accommodate development. This process will be handled via the platting process.

Street System: The annexation area abuts West 47th Street South (a paved two-lane arterial street).

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 12 at 3443 South Meridian Avenue. Upon annexation, police protection will be provided to the area by the Patrol South Bureau of the Wichita Police Department, headquartered at 211 East Pawnee Street.

Parks: The nearest parks are Southview Park and South Lakes Park, located a short distance east of the subject site along West 47th Street South. The Wichita Parks and Recreation Master Plan lists the South Lakes Park as a “Special Use Park” and Southview Park as a “Community Park.”
School District: The annexation property is part of the Haysville School District 261. Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2035 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is $6,400 with a total assessed value of $1,661. Using the current City levy ($32.686/$1000 x assessed valuation), this property would yield approximately $54.29 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating development of 121 residential units, which he estimates will have a total appraised value (after completion) of $24.85 million. Assuming the current city levy remains about the same, this would yield approximately $93,408 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, et seq. The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance
An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** Generally located on the south side of West 47th Street South and approximately 1,200 feet west of South Meridian Avenue

<table>
<thead>
<tr>
<th>Address:</th>
<th>00276987, 00276982</th>
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</thead>
<tbody>
<tr>
<td>Area in Acres</td>
<td>37.7</td>
</tr>
<tr>
<td>Existing population (est.)</td>
<td>0</td>
</tr>
<tr>
<td>Existing dwelling units</td>
<td>0</td>
</tr>
<tr>
<td>Existing industrial/commercial units</td>
<td>0</td>
</tr>
<tr>
<td>Reason(s) for Annexation:</td>
<td>X</td>
</tr>
<tr>
<td>Request</td>
<td>Unilateral</td>
</tr>
<tr>
<td></td>
<td>Island</td>
</tr>
<tr>
<td></td>
<td>Other:</td>
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</tbody>
</table>

Existing zoning: SF-5 Single Family Residential and TF-3 Two Family Residential
ORDINANCE NUMBER 50-869

CASE NUMBER A18-06

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A18-06)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District IV:

The East Half of the West half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas, Except the North 50 feet for the Road and Except, Beginning at the Northeast corner of the West Half of the Northeast Quarter; thence South 358 feet; thence West, 208.11 feet; thence North, 352 feet to the North line; thence East 208 feet to the Point of Beginning, of Sec. 24, Twp. 28 So., R 1 W. Containing 37.71 acres +/-.

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

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.
SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this October 9, 2018.

__________________________
Jeff Longwell, Mayor

ATTEST:

__________________________
Karen Sublett, City Clerk

Approved as to form:

__________________________
Jennifer Magana, City Attorney & Director of Law
TO: Wichita Airport Authority

SUBJECT: Land Side Paving Improvements
        Change Order No. 2
        Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: The Landside Pavement Improvement project was approved by the Wichita Airport Authority (WAA) on March 1, 2016 with a budget of $2,720,000. Conco Construction (Conco) was awarded the second phase of construction for $918,489 through Board of Bids on February 6, 2018. Change Order No. 1 for $26,655 was approved by the City Manager on August 13, 2018.

Analysis: Change Order No. 2 has been prepared to reconcile the projected unit quantities with the actual final field-measured unit quantities in accordance with the contract unit pricing. This change order represents a six percent increase over the original Conco construction contract.

Financial Considerations: The cost of Change Order No. 2 is $55,812, which brings the contract total with Conco to $1,000,956. This amount is available in the project budget. This project is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: The Law Department has reviewed and approved the change order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Change Order No. 2 and authorize the necessary signatures.

Attachment: Change Order No. 2.
CHANGE ORDER #2 - Final

Date: September 11, 2018

No. 2

OWNER’S Project No. 456-447-2 FAA Project No. N/A

Project: 2018 Pavement Rehabilitation, Dwight D. Eisenhower National Airport, Wichita, KS

Contractor: Conco Inc. Contract Date: 2-6-2018

Attachments:
1. Additional Items (See attachment).

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order $ 945,143.93

Net increase resulting from this Change Order $ 55,811.28

Current Contract price including this Change Order $ 1,000,955.21

Contract time prior to this Change Order

105 calendar days (Final Acceptance) 75 calendar days (DHL Parking Lot)
(Days or Date)

Contract time change

Net from this Change Order

6 calendar days (DHL Parking Lot)
(Days or Date)

Current Contract time including this

Change Order

105 calendar days (Final Acceptance) 81 calendar days (DHL Parking Lot)
(Days or Date)

The changes are accepted.

Date: 9-11-18

CHRIS BIGGS, CONTRACTOR
CONCO, INC

The changes are approved:

Date: 9-11-2018

HARLAN D. FORAKER, P.E.
CERTIFIED ENG. DESIGN, PA
The changes are accepted:
Date: 9-12-18

Approved As To Form:
Dated: 9-12-18

You are directed to make the changes noted:
Dated: __________________________

JEFF LONGWELL, MAYOR
You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description of Changes</th>
<th>Unit Price</th>
<th>Increase Item</th>
<th>Items Ext</th>
<th>Decrease Item</th>
<th>Items Ext</th>
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<tr>
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<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
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<td>3</td>
<td>2</td>
<td>L.S.</td>
<td>Traffic Control(Month of July &amp; August for Park &amp; Ride)</td>
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<td>9</td>
<td>86.22</td>
<td>S.Y.</td>
<td>Asphalt Pavement Removal</td>
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<td>11</td>
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<td>L.F.</td>
<td>Curb &amp; Gutter Removal</td>
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<td>Pavement Crack Repair (12&quot; Geocomposite)</td>
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<td>L.F.</td>
<td>Pavement Crack Repair (30&quot; Geocomposite)</td>
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<td>Pavement Surface Seal (Polymer Modified Asphalt Emulsion Sealer)</td>
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<td>L.S.</td>
<td>Credit for Irrigation Changes at 1962 Midfield</td>
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<td>($4,802.00)</td>
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Total Decrease: $60,613.28
Total Increase: $55,811.28