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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. April 23, 2013

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on April 16, 2013

II. CONSENT AGENDAS (ITEMS 1 THROUGH 18)

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.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Mayor Carl Brewer and Wichita Area Sister Cities Representatives, April Leason and Karyn Page, to attend, by invitation, an official visit to our Sister City in Orleans, France, May 4-10, 2013.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS)

II. CITY COUNCIL CONSENT AGENDA ITEMS I THROUGH 18

1. Report of Board of Bids and Contracts dated April 22, 2013

- a. Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Maher Gerges	Shesha Coffee Shop, LLC**	2106 North Amidon SU 20A
Mui Fong Yu	Toms Lotus Garden**	822 South Broadway
Steven T Knolla	Knolla's Pizza East, LLC**	7732 East Central, SU 123
Martha A Vasquez	Tacos and Salsas LLC**	2128 North Broadway
Minh Hoang Nguyen	Minh Hoa Restaurant Cajun Seafood**	1556 North Broadway

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Jeff Parker	Kwik Shop #790***	3750 North Maize Road
Amzad Chowdhury	Quik Pick***	3733 North Arkansas

<u>Special Event</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
KC's Too Bar and Grill LLC	May 4, 2013	Nomar Center 21st and Broadway

- * Tavern (less than 50% of gross revenues from sale of food)
- **General/Restaurant (need 50% or more gross revenue from sale of food)
- ***Retailer (Grocery stores, convenience stores, etc.)

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

3. Preliminary Estimates:

- a. Preliminary Estimates - None

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions for Paving, Water Distribution Systems, Sanitary Sewer, and Storm Water Drain to serve an Area South of 47th Street South and West of Hydraulic. (District III)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Wichita-Sedgwick County Historical Museum Ice Cream Social. (District I)
- b. Community Events Waterfront Triathlon. (District II)
- c. Community Events - Prairie Fire Spring Half Marathon 5K. (Districts I and IV)
- d. Community Events - Prairie Spring Half Marathon. (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. Renewal of Contract – Kansas Department of Agriculture Food Service Establishment Inspection and Regulatory Services Contract.

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

7. Design Services Agreement:

- a. Agreement for Design Services for Waterfront Sixth Addition. (District II)

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

8. Property Acquisitions:

- a. Partial Acquisition of 10221 East Kellogg for the Improvement of the Kellogg Avenue, US Highway 54 from Cypress to Chateau. (District II)
- b. Partial Acquisition of 519 West 36th Street North for the 36th Street Paving Project, Arkansas Avenue to Agnes. (District VI)
- c. Partial Acquisition of 327 West 36th Street North for the 36th Street Paving Project, Arkansas Avenue to Agnes. (District VI)
- d. Relocation of Outdoor Advertising Structures for the West Kellogg Freeway Project. (District IV)

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

9. Minutes of Advisory Boards/Commissions

Metropolitan Area Building and Construction Department, March 12, 2013
Wichita Public Library, March 19, 2013

RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (District VI)

Property Address

Council District

a. 3138 N. Park Place

VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule a public hearing before the City Council on June 4, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

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

Property Address

Council District

a. 1844 (1838) South Lulu

I

RECOMMENDED ACTION: Adopt the attached resolutions to schedule a public hearing before the City Council on June 4, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

12. Purchase of Buses.

RECOMMENDED ACTION: Approve the selection of the Gillig Corporation for the purchase of ten buses, authorize the Purchasing Manager to execute a purchase order, and approve the bonding resolution not to exceed \$3,939,070.

13. 2013 Cargill Care Grant - WATER Center. (District III)

RECOMMENDED ACTION: Approve the grant application, the grant award and authorize the necessary signatures.

14. Petition for Sanitary Sewer to Serve Lakeside Acres First Addition. (District II)

RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

15. Air Quality Improvement Program Project.

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

16. Supplemental Design Agreement No. 1 for Improvements to Pawnee, from Hydraulic to Grove. (District III)

RECOMMENDED ACTION: Approve the supplemental agreement, approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures. State/Federal funding administered through the KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

17. Second Reading Ordinances: (First Read April 16, 2013)

- a. Second Reading Ordinances.

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.

None

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.

Fern Griffith, 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.

18. *INTRUST Bank, NA - Supplemental Agreement No. 2 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

Wichita, Kansas
April 22, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl, Management Intern, representing the City Manager's Office and Karen Sublett City Clerk, present.

Minutes of the regular meeting dated April 15, 2013, were read and on motion approved.

Bids were opened April 19, 2013, pursuant to advertisements published on:

Lateral 8, Main 18, Four Mile Creek Sewer, Bellechase 3rd Addition (468-84858/744345)

Mies Construction - \$126,700.35

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

**PUBLIC WORKS & UTILITIES/ENGINEERING & ARCHITECTURE
DIVISION: Botanica Multipurpose Events Center (Rebid)**

National Builders Inc * - \$1,350,000.00 Base Bid

*Negotiated to the Architect's Estimate

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES
DIVISION: 58,000 GVWR Dump Trucks**

Roberts Truck Center LTD - \$281,150.00 Base Bid
(\$15,010.00) Option 1 (Deduct)
\$276.00 Option 2 (Each)
\$700.00 Option 4 (Each)
No Change Option 5

PARK & RECREATION DEPARTMENT/RECREATION DIVISION: Swimming Pool Repairs

Wildcat Painting Inc - \$29,980.00

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION: Skid Steer Loader Four Wheel Drive

Berry Companies Inc - \$144,908.49 Base Bid
\$3,763.30 Option 1 (Each)
\$2,672.05 Option 3 (Each)
\$19,736.25 Option 4 (Each)
\$2,508.80 Option 6 (Each)
(\$30,000.00) Option 8 Deduct

FIRE DEPARTMENT/SAFETY DIVISION: Firefighter Protective Clothing

Morning Pride MFG *	\$154,700.80	Group 1
Municipal Emergency Services Inc *	\$6,111.00	Group 2
Casco Industries Inc*	\$2,695.00	Group 3
Danko Emergency Equipment*	\$18,952.39	Group 4
Municipal Emergency Services Inc*	\$1,426.70	Group 5
All Hands Fire Equipment*	\$842.50	Group 6

*Estimate – Contract approved on unit cost basis; refer to attachments

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Karen Sublett MMC
City Clerk

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Petitions for Paving, Water Distribution Systems, Sanitary Sewer, and Storm Water Drain to serve an Area South of 47th Street South and West of Hydraulic (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petitions and amending resolutions.

Background: On May 15, 2012, the City Council approved petitions for paving, water distribution systems, sanitary sewer, and storm water drainage to serve an area south of 47th Street South and west of Hydraulic. The developer has submitted new petitions with increased budgets which include the cost of relocating a high pressure gas line. The signatures on the petitions represent 100% of the improvement district.

Analysis: The project will provide paving, water distribution systems, sanitary sewer, and storm water drainage service to a new commercial development located south of 47th Street South, west of Hydraulic.

Financial Considerations: The total of the existing petitions is \$2,957,081. The total of the revised petitions is \$4,852,081, which includes an estimated cost of \$1,130,000 for relocation of the gas line. The funding source is special assessments. On April 17, 2012, the City Council established the Southfork Redevelopment District for the purpose of using tax increment financing as a means of reimbursing the developer for special assessment payments made.

Legal Considerations: The Law Department has approved the petitions and amending resolutions as to form.

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

Attachments: Map, CIP Sheets, petitions, and amending resolutions.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USE:
To Initiate Project
To Revise Project

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

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arc	3. Date 3/29/2013	4. Project Description & Location Paving in Unplatted Tract "A"																
5. CIP Project Number NI-	6. Accounting Number	7. CIP Project Date (Year) 2013	8. Approved by WCC Date																
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised																
12. Project Cost Estimate				12A. <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Platting Required</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Remarks: 472-85050		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	LST		TOTAL														
Right of Way																			
Paving, grading & const.		\$2,500,000			\$2,500,000														
Bridge & Dam																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Traffic Signals																			
Totals		\$2,500,000		\$2,500,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
13. Recommendation: Approve the peittion and adopt the resolution.																			
Division Head	Department Head	Budget Officer		City Manager															
		Date		Date															

CAPITAL IMPROVEMENT			
PROJECT AUTHORIZATION			
CITY OF WICHITA			
		USE: To Initiate Project <input type="checkbox"/> To Revise Project <input checked="" type="checkbox"/>	1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.
1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 3/29/2013	4. Project Description & Location Water Distribution System in Unplatted Tract "A"
5. CIP Project Number NI	6. Accounting Number	7. CIP Project Date (Year) 2013	8. Approved by WCC Date
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER*
Right of Way			
Paving, grading & const.			
Bridge			
Drainage			
Sanitary Sewer			
Sidewalk			
Water		\$212,081	\$212,081
Traffic Signals & Turn Lanes			
Totals		\$212,081	\$212,081
Total CIP Amount Budgeted			
Total Prelim. Estimate			
12A.			
		Yes	No
Platting Required		<input type="checkbox"/>	<input type="checkbox"/>
Lot Split		<input type="checkbox"/>	<input type="checkbox"/>
Petition		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ordered by WCC		<input type="checkbox"/>	<input type="checkbox"/>
Remarks: 100% Petition *Water Utility 448-90558			
13. Recommendation: Approve the petition and adopt the resolution.			
Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:
 To Initiate Project
 To Revise Project

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

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arc	3. Date 3/29/2013	4. Project Description & Location Storm Water Drain in Unplatted Tract "A"																
5. CIP Project Number NI-	6. Accounting Number	7. CIP Project Date (Year) 2012	8. Approved by WCC Date																
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised																
12. Project Cost Estimate				12A. <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Platting Required</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Remarks: 100% Peititon *Storm Water Utility SWD No. 385 468-84826		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	Other		TOTAL														
Right of Way																			
Paving, grading & const.																			
Bridge & Dam																			
Drainage		\$1,955,000		\$1,955,000															
Storm Water Sewer																			
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
Totals		\$1,955,000		\$1,955,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
13. Recommendation: Approve the petition and adopt the resolution.																			
Division Head	Department Head		Budget Officer	City Manager															
			Date	Date															

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:
 To Initiate Project
 To Revise Project

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

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 3/29/2013	4. Project Description & Location Sanitary Sewer in Unplatted Tract "A"																
5. CIP Project Number NI-	6. Accounting Number	7. CIP Project Date (Year) 2013	8. Approved by WCC Date																
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised																
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	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	OTHER*		TOTAL														
Right of Way																			
Paving, grading & const.																			
Bridge																			
Drainage																			
Sanitary Sewer		\$185,000		\$185,000															
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
Totals		\$185,000		\$185,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
13. Recommendation: Approve the petition and adopt the resolution.																			
Division Head	Department Head	Budget Officer		City Manager															
		Date		Date															

First Published in the Wichita Eagle on April 26, 2013

RESOLUTION NO. 13-065

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **WASHINGTON STREET FROM THE SOUTH LINE OF 47TH STREET SOUTH TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 1200' SOUTH OF THE SOUTH LINE OF 47TH STREET SOUTH (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC), 472-85050** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **WASHINGTON STREET FROM THE SOUTH LINE OF 47TH STREET SOUTH TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 1200' SOUTH OF THE SOUTH LINE OF 47TH STREET SOUTH (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC), 472-85050** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 12-114 adopted on May 15, 2012 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave **Washington Street from the south line of 47th Street South to a cul-de-sac, ending at a point approximately 1200' south of the south line of 47th Street South (south of 47th St. South, west of Hydraulic), 472-85050.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Million Five Hundred Thousand Dollars (\$2,500,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

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

UNPLATTED TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28'

47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

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

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

resolution.

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

PASSED by the governing body of the City of Wichita, Kansas this 23rd day of
April, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 26, 2013

RESOLUTION NO. 13-066

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 37, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84825** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 37, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84825** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **12-115** adopted on **May 15, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 37, Main 2, Southwest Interceptor Sewer (south of 47th St. South, west of Hydraulic) 468-84825**.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Eighty-Five Thousand Dollars (\$185,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

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

UNPLATTED TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South

line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis or by the provisions of a valid re-spread agreement submitted at the time of division.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of April, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on April 26, 2013

RESOLUTION NO. 13-066

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 385 (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84826** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 385 (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84826** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-117** adopted on **May 5, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 385 (south of 47th St. South, west of Hydraulic) 468-84826**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Million Nine Hundred Fifty-Five Thousand Dollars (\$1,955,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

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

UNPLATTED TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said

Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:
UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of April 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on April 26, 2013

RESOLUTION NO. 13-068

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90558 (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90558 (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **12-116** adopted on **May 5, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90558 (south of 47th St. South, west of Hydraulic)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Fifty-Five Thousand Dollars (\$155,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of Fifty-Seven Thousand Eighty-One Dollars (\$57,081).

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

UNPLATTED TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of April, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

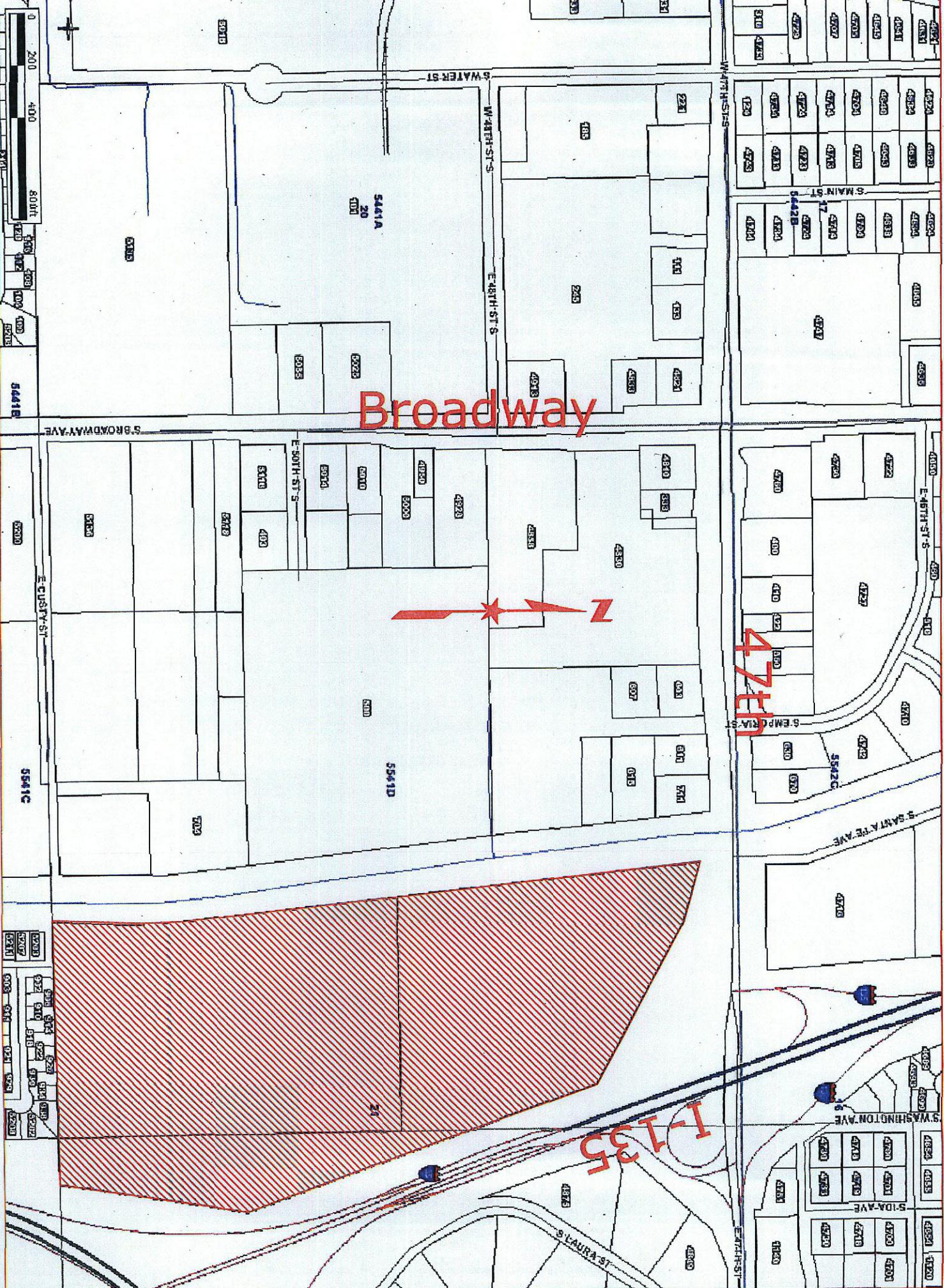
GARY E. REBENSTORF,
DIRECTOR OF LAW

Broadway



4740

I-135



MAR 27 '13

PAVING PETITION

CITY CLERK OFFICE

472-85050

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

TRACT "A"
(See Exhibit A attached hereto)

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

- (a) That there be constructed pavement and associated improvements on Washington Street from the south line of 47th Street South to a Cul-de-sac, ending at a point approximately 1200' south of the south line of 47th Street South. That said pavement and associated improvements including, among other things, earthwork, signage, drainage, fencing, retaining wall and Southern Star gas pipeline relocation (by rerouting of approximately 1000 lineal feet of 20"x0.375" WT Pipe including a double stopple using existing line as the bypass and removal of existing line) between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to

redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

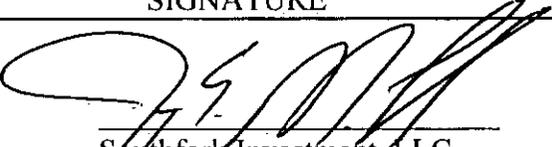
LEGAL DESCRIPTION	SIGNATURE	DATE
Unplatted Tract "A"	 _____ Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>3-26-13</u>

Exhibit A

TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

Southfork Commercial Addition**Construction Estimate of the cost of improving/constructing****Paving-Southfork Commercial Addition**

3/26/2013

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Paving Items				
AC Pavement 7" (5" Bit Base)	6271	SY	\$17.50	\$ 109,742.50
Reinforced Crushed Rock Base (10")	7367	SY	\$14.00	\$ 103,138.00
Comb. C & G (6 5/8" & 1 1/2")	1845	LF	\$15.50	\$ 28,597.50
Retaining Wall	5560	SF	\$50.00	\$ 278,000.00
Fill (w/ 15% Shrinkage)	4,963	CY	\$2.75	\$ 13,648.25
Excavation	4,451	CY	\$6.00	\$ 26,706.00
Site Clearing	1	LS	\$1,000.00	\$ 1,000.00
Site Restoration	1	LS	\$1,000.00	\$ 1,000.00
Project Seeding	1	LS	\$500.00	\$ 500.00
Fence Removal	1	LS	\$1,000.00	\$ 1,000.00
Street Signage	1	LS	\$1,500.00	\$ 1,500.00
Remove/Replace Fence	515	LF	\$30.00	\$ 15,450.00
Pavement Marking	1	LS	\$5,000.00	\$ 5,000.00
Traffic Control	1	LS	\$5,000.00	\$ 5,000.00
Removal (Pavement 9")	108	CY	\$10.00	\$ 1,081.00
Reinforced Crushed Rock Base (8")	432	SY	\$12.00	\$ 5,184.00
Concrete Pavement (9")	432	SY	\$43.00	\$ 18,576.00
			Sub-total	\$ 615,123.25
Engineering & Administration (35%)				\$ 215,293.14
Contingency (10%)				\$ 61,512.33
Pipeline Relocation				\$ 1,600,000.00
			Total	\$ 2,491,928.71

AFFIDAVIT

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


Name

Tim Austin, PE
Rec & Assoc. Inc.

5240 E. Central, Wichita
Address

316-685-4114
Telephone Number

Sworn to and subscribed before me this 27th day of March, 2013




Deputy City Clerk

\$

RECEIVED

MAR 27 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION

Lat 37, Main 2, SWI

To the Mayor and City Council
Wichita, Kansas

468-84825

Dear Council Members:

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

Tract "A"

(See Exhibit A attached hereto)

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$185,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

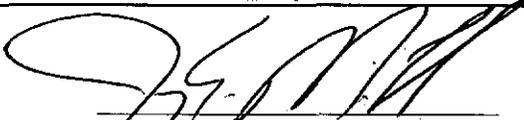
<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
Un-platted Tract "A"	 Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>3-26-13</u>

Exhibit A

TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

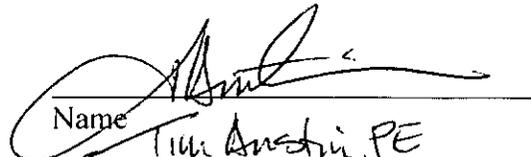
Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

PRELIMINARY ESTIMATE WORKSHEET

Southfork Commercial Addition				
Preliminary Estimate of the cost of improving/constructing				
Sanitary Sewer to serve Southfork Commercial Addition				
3/26/2013				
	Quantity		Unit Price	Total
Sanitary Sewer Items				
SS Pipe PVC 10"	1437	lf	32.00	45,984.00
SS Pipe PVC 8"	196	lf	30.00	5,880.00
Sand Backfill	954	lf	10.00	9,540.00
Concrete Encasement	120	lf	75.00	9,000.00
Steel Encasement	73	lf	100.00	7,300.00
Flowable Fill	116	lf	65.00	7,540.00
MH, Type P or C (Standard)	9	ea	3,500.00	31,500.00
Stub, SS (6")	5	ea	100.00	500.00
Project Seeding (Temporary)-	1	LS	600.00	600.00
Site Clearing & Restoration	1	LS	5,000.00	5,000.00
Silt Fence	1437	LF	2.50	3,592.50
			Sub-total	\$126,436.50
Engineering, Inspection, Administration (35%)				44,252.78
Contingency (10%)				12,643.65
			Total	\$183,332.93

AFFIDAVIT

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


Name Tim Austin PE
Poe & Assoc., Inc

6940 E Central, Wichita
Address

316-685-4114
Telephone Number

Sworn to and subscribed before me this 27 day of March, 2013.




Deputy City Clerk

8

RECEIVED

MAR 27 '13

CITY CLERK OFFICE

DRAINAGE PETITION

SWD 385
468-84824

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Tract "A"

(See Exhibit A attached hereto)

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

- (a) That drainage improvements including mass grading, retaining wall, landscaping, seeding, erosion control and related appurtenances be constructed on and to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being ONE MILLION NINE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$1,955,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of Tract is divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a square foot basis.

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

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

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

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

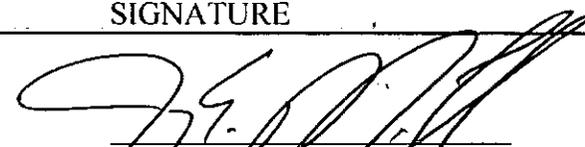
LEGAL DESCRIPTION	SIGNATURE	DATE
Un-platted Tract "A"	 _____ Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>3-26-13</u>

Exhibit A

TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

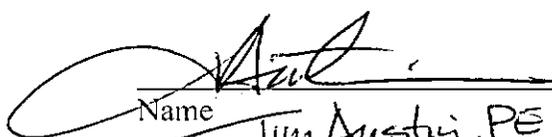
Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

Southfork Commercial Addition				
Construction Estimate of the cost of improving/constructing				
Drainage-Southfork Commercial Addition				
3/26/2013				
	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Drainage Items				
12'x6' RCB	700	LF	\$600.00	\$420,000.00
Pipe, RCP, (60")	302	LF	\$160.00	\$48,240.00
End Section, RCP, (60")	1	ea	\$2,600.00	\$2,600.00
Pipe, RCP, (48")	242	LF	\$140.00	\$33,880.00
Pipe, RCP, (42")	502	LF	\$110.00	\$55,220.00
Pipe, RCP (36")	355	LF	\$65.00	\$23,075.00
Pipe, RCP (30")	43	LF	\$50.00	\$2,150.00
Pipe, RCP (24")	131	LF	\$45.00	\$5,895.00
Pipe, RCBC (18")	50	LF	\$35.00	\$1,750.00
Type 1A Curb Inlet(5')	4	ea	\$3,500.00	\$14,000.00
Area Inlet(6'x4')	4	ea	\$3,000.00	\$12,000.00
MH, Type P, Standard (6')	3	ea	\$4,000.00	\$12,000.00
Flowable Fill	112	LF	\$65.00	\$7,280.00
Fill (w/ 15% Shrinkage)	109,933	CY	\$2.75	\$302,315.75
Excavation	20,681	CY	\$6.00	\$124,086.00
Site Clearing	1	LS	\$1,000.00	\$1,000.00
Site Restoration	1	LS	\$1,000.00	\$1,000.00
Project Seeding	1	LS	\$600.00	\$600.00
Light Stone Rip Rap	323	SY	\$50.00	\$16,145.00
Heavy Stone Rip Rap	607	SY	\$50.00	\$30,355.00
Erosion Control Mat	16,101	SY	\$13.00	\$209,313.00
Curb Inlet Protection	4	ea	\$65.00	\$260.00
Area Inlet Protection	4	ea	\$65.00	\$260.00
BMP, Linear Sediment Barrier (Silt Fence)	2,932	lf	\$2.50	\$7,330.00
Concrete Weir Wall	1	LS	\$10,000.00	\$10,000.00
			Sub-total	\$1,340,754.75
Engineering & Administration (35%)				\$469,264.16
Contingency (10%)				\$134,075.48
			Total	\$1,944,094

AFFIDAVIT

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


Name Tim Austin, PE
Poe & Assoc., Inc.

5940 E Central, Wichita
Address

316-685-4114
Telephone Number

Sworn to and subscribed before me this 27 day of March 2013.




Deputy City Clerk

5

RECEIVED

MAR 27 '13

CITY CLERK OFFICE

WATER MAIN PETITION

448-90558

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

TRACT "A"

(See Exhibit A attached hereto)

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

- (a) That there be constructed a water main, valves, fire hydrants, and appurtenances generally on Washington Street from the south line of 47th Street South to a cul-de-sac, ending at a point approximately 1200' south of the south line of 47th Street. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$155,000), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of FIFTY SEVEN THOUSAND EIGHTY ONE DOLLARS (\$57,081).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or

construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

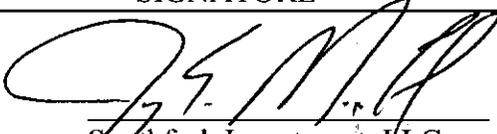
LEGAL DESCRIPTION	SIGNATURE	DATE
Uplatted Tract "A"	 _____ Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>3-26-13</u>

Exhibit A

TRACT "A"

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

PRELIMINARY ESTIMATE WORKSHEET

Southfork Commercial Addition				
Preliminary Estimate of the cost of improving/constructing				
Southfork Commercial Addition - Water Distribution System Extensions				
3/26/2013				
	Quantity		Unit Price	Total
Waterline Items				
Silt Fence	1,500	LF	\$ 2.50	\$ 3,750.00
Ditch Check	2	EA	\$ 50.00	\$ 100.00
Project Seeding (Temporary)	1	LS	600.00	600.00
Site Clearing/Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
Sand Backfill and Jetting	159	LF	\$ 10.00	\$ 1,590.00
Pipe, Cut and Cap 12" Existing	1	EA	\$ 400.00	\$ 400.00
Pipe, WL 8"	1,861.60	LF	\$ 30.00	\$ 55,848.00
Pipe, WL 12"	67.80	LF	\$ 42.00	\$ 2,847.60
Pipe, WL 8" DICL	197.00	LF	\$ 45.00	\$ 8,865.00
Pipe, WL 12" DICL	44.20	LF	\$ 50.00	\$ 2,210.00
Valve Assembly, Gate 8"	1	EA	\$ 1,500.00	\$ 1,500.00
Relocated Valve Assembly, Gate 8"	1	EA	\$ 500.00	\$ 500.00
Relocated Valve Assembly, Butterfly 12"	1	EA	\$ 500.00	\$ 500.00
Valve Assembly, Anchored 8"	1	EA	\$ 1,500.00	\$ 1,500.00
Valve Assembly, Blowoff 2"	1	EA	\$ 550.00	\$ 550.00
FH Assembly	5	EA	\$ 3,500.00	\$ 17,500.00
FH Assembly Removal	1	EA	\$ 500.00	\$ 500.00
Pipe Abandoned In Place	685	LF	\$ 1.00	\$ 685.00
			Sub-total	\$ 104,445.60
Engineering, Inspection, Administration (35%)				36,555.96
Contingency (10%)				10,444.56
			Total	\$151,446.12

AFFIDAVIT

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


Name

Tim Austin PE
Poe & Assoc. Inc.

5940 E. Central, Wichita
Address

316-685-4114
Telephone Number

Sworn to and subscribed before me this 27 day of March, 2013




Deputy City Clerk

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Wichita-Sedgwick County Historical Museum Ice Cream Social (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 the event promoter Eric Cale, is coordinating the Wichita-Sedgwick County Historical Museum Ice Cream Social with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita-Sedgwick County Historical Museum Ice Cream Social May 11, 2013 12:00 pm – 5:00 pm

- William Street, Market Street to Main 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 special events.

Legal Consideration: There are no legal considerations.

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 Utilities Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Waterfront Triathlon (District II)
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 the event promoter Patrick Todd, Oz Endurance is coordinating the Waterfront Triathlon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Waterfront Triathlon July 21, 2013 6:30 am – 10:00 am

- 21st Street North, 95th Street South to 121st Street East.
- 121st Street East, 21st Street North to 13th Street North.
- 13th Street North, 121st Street East to Waterfront Parkway.
- 95th Street East, Waterfront Parkway to 21st Street North.
- 13th Street North, Waterfront Parkway to Webb Road.
- Webb Road, 13th Street North to Waterfront Parkway

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 special events.

Legal Consideration: There are no legal considerations.

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 Utilities Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Prairie Fire Spring Half Marathon 5K (Districts I and IV)
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 the event promoter Bob Hanson, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Spring Half Marathon 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Spring Half Marathon 5K May 5, 2013 6:00 am – 12:00 pm

- Wichita Street, Lewis Street to McLean Boulevard
- McLean Boulevard, Lewis Street to Lincoln Street
- Lincoln Street, McLean Boulevard to Osage Street
- Osage Street, Lincoln Boulevard to Dayton Street
- Dayton Street, Osage Street to Sycamore Street
- Sycamore Street, Dayton Street to Texas Street
- Texas Street, Sycamore Street to Walnut Street
- Walnut Street, Texas Street to Douglas Avenue
- Douglas Avenue, Walnut Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Lewis Street
- Lewis Street, McLean Boulevard to Wichita 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 special events.

Legal Consideration: There are no legal considerations.

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 Utilities Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Spring Half Marathon (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 the event promoter Bob Hanson, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Spring Half 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 Spring Half Marathon May 5, 2013 6:00 am – 12:00 pm

- Wichita Street, Lewis Street to McLean Boulevard
- Maple Street, McLean Boulevard to Elizabeth Street
- Elizabeth Street, Maple to University Avenue
- University Avenue, Elizabeth Street to Hiram Avenue
- Hiram Avenue, University Avenue to St. Clair Street
- St. Clair Street, Hiram Avenue to entrance of Friends University Parking Lot
- Friends University Parking Lot, Maple Street to Elizabeth Street
- Elizabeth Street, Maple Street to Douglas Avenue
- Douglas Avenue, Elizabeth Street to Waco Street
- Waco Street, Douglas Avenue to Bike Path
- Bike Path, Douglas Avenue to Central Avenue
- Central Avenue, Stackman Drive to West Stackman Drive
- West Stackman Drive, Spaulding Avenue to West River Boulevard
- West River Boulevard, Murdock Street to Biting Avenue
- Biting Avenue, West River Boulevard to Oak Park Drive
- Oak Park Drive, Biting Avenue to Forrest Street
- Forrest Street, Oak Park Drive to 11th Street North
- 11th Street North, Forrest Street to Oak Park Drive
- Oak Park Drive, Forrest Street to 11th Street
- 11th Street, Oak Park Drive to Amidon Avenue
- Amidon Avenue, 11th Street to Murdock Avenue

- Murdock Avenue, Amidon Avenue to Murdock Street
- Murdock Street, Murdock Avenue to Sim Park Drive
- Sim Park Drive, West Murdock Avenue to sidewalk along 13th Street North
- McLean Boulevard, Exploration Place parking lot to Lewis Street
- Lewis Street, McLean Boulevard to Wichita 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 special events.

Legal Consideration: There are no legal considerations.

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 Utilities Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Renewal of Contract – Kansas Department of Agriculture Food Service Establishment Inspection and Regulatory Services Contract (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve renewal of the Kansas Department of Agriculture contract for food establishment inspections.

Background: The Environmental Health division conducts inspections of food establishments within Wichita and Sedgwick County on behalf of the Kansas Department of Agriculture (KDA). Environmental Health staff enforces state regulations and initiates state enforcement mechanisms as appropriate. KDA remits 80% of license revenue (as established by state statute) to the City and provides enforcement assistance and training for local staff.

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets. The use of Kansas regulations and enforcement procedures promotes consistency within the state. The state contract provides leverage for operating city grocery inspections, tobacco control, and grease inspection programs at no cost to the City. Due to license structure changes which were amended in state legislation in 2012, the proposed contract from KDA has added service levels for retail establishments, food service in lodging establishments, and additional school inspections, requiring an estimated 741 new inspections by the City of Wichita. Staff will evaluate options for managing this additional inspection workload as part of the 2014 Budget process. Options include shifting positions within the department, restructuring the food inspection program strategies, or supplementing existing staff resources.

Financial Consideration: The estimated value of the contract is approximately \$460,000 based on the City's aforementioned 80% share of the KDA license revenue. This includes new revenue that is estimated to be \$60,200. Annually, program revenues have been slightly higher than the City's cost to administer this program. With the expanded scope of the proposed contract, staff will review strategies and staffing levels to ensure the program continues to be self-supporting.

Legal Consideration: The contract has been approved as to form by the Law Department.

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

Attachment: KDA contract.

CONTRACT
between
KANSAS DEPARTMENT OF AGRICULTURE
and
CITY OF WICHITA DEPARTMENT OF PUBLIC WORKS
for
FOOD ESTABLISHMENT INSPECTIONS AND REGULATORY SERVICES

This CONTRACT, to be effective April 1, 2013, and to terminate March 31, 2014, states the agreement of the parties, the Kansas Department of Agriculture (KDA) and the City of Wichita Department of Public Works (LOCAL AGENCY), relating to the inspection of food establishments, as defined in this CONTRACT, located in Sedgwick County, Kansas, in order to protect the health of the public.

WHEREAS the Secretary of the Kansas Department of Agriculture, authorized by K.S.A. 65-655 *et seq.*, has determined that the LOCAL AGENCY is a qualified political subdivision of the State of Kansas and is authorized to act under contract as an agent of the KDA in providing food establishment inspection and regulatory services. KDA has further determined it is feasible and proper to contract with the LOCAL AGENCY for such purposes.

1. **History.** Executive Reorganization Order 32 transferred specific powers, duties and functions to KDA on October 1, 2004, under the Kansas Food Service and Lodging Act, K.S.A. 36-501 *et seq.*, relating to the licensing, inspection, and regulation of food service establishments located in retail food stores as defined in K.S.A. 36-501. ERO 32 also transferred specific powers, duties and functions in K.S.A. 65-619 through 65-687 relating to the licensing, inspection and regulation of food service establishments located in retail food stores (K.S.A. 74-581). Senate Bill 584 transferred all the powers, duties and functions under the Kansas Food Service and Lodging Act, K.S.A. 36-501 *et seq.* concerning food service to the KDA, effective October 1, 2008. 2012 House Bill 2730 removed all the powers, duties and functions under the Kansas Food Service and Lodging Act, K.S.A. 36-501 *et seq.* concerning food service and placed them in to the Kansas Food, Drug, and Cosmetic Act, K.S.A. 65-619 *et seq.*, effective July 1, 2012.
2. **Definitions.**
 - 2.1 County refers to Sedgwick County, Kansas.
 - 2.2 Kansas Food, Drug, and Cosmetic Act refers to that act which is published at K.S.A. 65-619 *et seq.*, and amendments thereto, and rules and regulations adopted thereunder.
 - 2.3 Food establishment shall have the meaning in K.S.A. 65-656.
 - 2.4 Kansas Food Code refers to the food code adopted in K.A.R. 4-28-8 through 4-28-16.

2.5 Regulatory Staff means LOCAL AGENCY staff who perform inspections pursuant to this contract.

3. **KDA agrees to:**

3.1 Designate and accept the LOCAL AGENCY as the agent of the KDA to provide inspection and regulatory services as necessary for food establishments located in the county as required under this CONTRACT.

3.2 Provide consultation, training opportunities and program evaluation services to the LOCAL AGENCY to assure that the inspection and regulatory services provided by the LOCAL AGENCY are adequate.

3.3 Pay the LOCAL AGENCY compensation for such food establishment inspections and regulatory services an amount equal to 80% of the license and application fees received from food establishments in the county served by the LOCAL AGENCY. All expenditures from the Food Safety Fee Fund shall be made in accordance with appropriation acts upon warrants of the Director of Accounts and Reports issued pursuant to vouchers approved by the Secretary of KDA, or the Secretary's designee, as provided in K.S.A. 65-688. All payments will be made quarterly and shall be initiated on July 15, 2013, and on the fifteenth day of the first month after the start of a new quarter (October 15, January 15, and April 15) thereafter for the term of this contract.

3.4 Provide an annual performance standards report addressing the requirements in section 4 of this contract.

4. In consideration of the above, the **LOCAL AGENCY agrees to:**

4.1 **Inspection Staff.** Provide adequate number of trained staff to maintain food establishment inspection services in the county consistent with KDA standards. Maintain at least one (1) full time employee (FTE) or FTE equivalent dedicated to food safety and continue to maintain a satisfactory number of full time employees to adequately fulfill the necessary regulatory services. The recommended ratio of full time employees to establishments is 1:300 and shall not exceed 1:400. Adequate and trained regulatory staff shall include, but not be limited to, the following:

4.1.1 All new Regulatory Staff shall satisfactorily complete field training as prescribed by the KDA.

4.1.2 All new Regulatory Staff shall satisfactorily complete the Kansas Level I Training Plan within eighteen (18) months of hire.

4.1.3 All Regulatory Staff shall successfully complete standardization certification within the timeframe specified in the KDA Level I Training Plan and every three years thereafter.

- 4.1.4 All Regulatory Staff shall satisfactorily complete at least ten (10) contact hours of continuing education during the contract year. Documentation of contact hours shall be submitted to KDA quarterly with the information required in section 4.8 of this contract.
- 4.1.5 All newly hired Regulatory Staff shall have earned at least a Bachelor's Degree of Science in a biological or physical science. At KDA's discretion related work experience may be substituted for education.
- 4.1.6 All Regulatory Staff shall participate in training conducted by KDA, or required by KDA.
- 4.1.7 The LOCAL AGENCY will provide such other staff related assurances and training as requested by the KDA.
- 4.1.8 The LOCAL AGENCY will ensure that inspection staff who only conduct contract inspections on a part time or back-up basis must meet the requirements stated in the KDA policy regarding Maintenance of Inspector Number implemented on December 16, 2008.

4.2 **Routine Inspections.** Provide inspection and regulatory services for all food establishments as required by this CONTRACT and in accordance with KDA standards as follows:

- 4.2.1 Provide inspections which identify uncontrolled hazards and critical risk factors.
- 4.2.2 Complete inspection reports that completely and accurately document food safety conditions and compliance in the food establishment.
- 4.2.3 Conduct at least one (1) annual inspection between April 1, 2013, and March 31, 2014) of the licensed food establishments in Sedgwick County.
- 4.2.4 Provide professional inspection equipment, including test strips, 35 mm or digital camera, digital thermometer or thermocouple, flashlight, and hair restraints.
- 4.2.5 Conduct at least two (2) annual inspections of all participating schools as required by Public Law 108-265 Amended section 9(h) of the Richard B. Russell National School Lunch Act, unless otherwise directed by KDA.

4.3 **Non-Routine Inspections and Investigations.** Conduct non-routine inspections and investigations as follows:

- 4.3.1 All plan reviews and licensing inspections of all food establishments.

- 4.3.2 All consumer complaint investigations.
- 4.3.3 All foodborne illness investigations. Foodborne illness investigations shall be conducted in accordance with KDA and or KDHE Epidemiological Services (Epi) policy and procedures. When a foodborne illness outbreak occurs at a food establishment, a HACCP inspection shall be conducted by HACCP trained staff as directed by KDA or KDHE Epi. If adverse conditions are documented during an investigation of an alleged foodborne illness, the LOCAL AGENCY may initiate appropriate enforcement actions as set forth in section 4.5 of this contract.
- 4.3.4 Follow-up inspections conducted after a routine or non-routine inspection or investigation.

4.4 Reports and forms. Report required information to KDA as follows:

- 4.4.1 All inspection reports and other documentation shall be on the appropriate reporting forms approved by KDA.
- 4.4.2 All inspection reports and other required documentation shall be submitted to the KDA on a weekly basis, or, for time-sensitive matters, upon request by KDA.
- 4.4.3 The LOCAL AGENCY shall submit completed inspection reports and other documentation to KDA electronically using the WinWam inspection software, or other format as approved by KDA.

4.5 Enforcement Actions. Initiate appropriate enforcement actions necessary to minimize the recurrence of uncontrolled hazards and critical risk factors as directed and approved by KDA, including the following provisions:

- 4.5.1 Obtaining on-site corrective action of risk factor violations of the Kansas Food Code; issuing a Field Warning Letter; issuing a Notice of Non-compliance; requesting voluntary closure of a facility; requesting voluntary destruction of adulterated or misbranded food products; and, when a product reasonably constitutes a threat to public safety, embargoing said product upon prior authorization from KDA.
- 4.5.2 Requesting administrative review from KDA in accordance with KDA enforcement policies.
- 4.5.3 The LOCAL AGENCY will direct any request for a hearing or other legal process to KDA. Any legal action shall be determined and administered by KDA.
- 4.5.4 Upon request by KDA, The LOCAL AGENCY shall make its personnel and resources available to provide relevant testimony, photo

documentation, and other resources necessary for the prosecution of KDA actions.

- 4.5.5 Enforcement action initiation by the LOCAL AGENCY does not include any enforcement actions that require assessment of civil penalties; closure, other than voluntary closure; the denial, modification, suspension or revocation of the food establishment license; or publication of inspection reports or enforcement actions.
 - 4.6 Cooperate with investigations and surveys or program audits in order to evaluate and determine the effectiveness of the inspection and regulatory services being performed by the LOCAL AGENCY.
 - 4.7 Submit any proposed system of grading or scoring of food-worker certification and food-handler certification to KDA for review and approval before implementation thereof.
 - 4.8 Provide KDA a quarterly report (July 15, 2013, October 15, 2013, January 15, 2013, and April 15, 2013) indicating the total number of inspections, complaint investigations, disaster investigations, HACCP inspections, and any other program activities as requested by KDA. Quarterly reports shall be submitted on the forms approved by KDA, and may be submitted electronically. All training activities provided by the LOCAL AGENCY shall be documented and reported to KDA at least quarterly.
 - 4.9 Use funds allocated to the LOCAL AGENCY for the purpose of regulatory work as required herein. Carry-over of funds to the next fiscal year will be allowed with written permission from KDA prior to the end of the contract year. The LOCAL AGENCY may claim indirect costs at 15% of the amount paid hereunder. The LOCAL AGENCY shall submit quarterly budgetary reports (July 15, 2013, October 15, 2013, January 15, 2013, and April 15, 2013) to the KDA Contract Manager regarding the use of inspection funds provided as compensation for food establishment inspections. Quarterly reports shall be submitted in a format approved by KDA.
 - 4.10 The LOCAL AGENCY will perform all required activities pursuant to the KDA Quality Assurance Plan.
5. It is further agreed by the parties:
- 5.1 The LOCAL AGENCY shall repeal all ordinances, regulations and/or resolutions related to food establishments required to be licensed by KDA and cease collection of all fees assessed thereunder. This paragraph shall not prohibit the adoption of any ordinance, regulation and/or resolutions solely related to food worker training or food manager training, provided that such training shall be coordinated with and approved by KDA. The LOCAL AGENCY shall not charge

for any service that KDA provides without additional charge. Any request for exception to this paragraph must be submitted in writing to KDA.

- 5.2 **Media and legislative contact.** The LOCAL AGENCY shall refer to KDA any and all media or legislative inquiries about food safety inspections performed under contract with KDA. The LOCAL AGENCY shall notify KDA upon receipt of any such contact.
- 5.3 **Open records requests.** All records generated pursuant to this contract are the property of KDA and any requests for information and records shall be referred to and handled by KDA. Requests for open records can be submitted at the KDA website, www.ksda.gov/open_records/id/1.
- 5.4 The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract.
- 5.5 KDA and the LOCAL AGENCY will carry out joint inspections and joint activities as may be appropriate to develop training, promote coordination, and protect the public health.
- 5.6 **Nonperformance.** If the LOCAL AGENCY does not perform the regulatory services under this contract, or if this contract is terminated, KDA may, at its sole discretion, perform said services for the LOCAL AGENCY and be entitled to all reasonable costs, expenses and/or reimbursement for said services to be paid to KDA by the LOCAL AGENCY. Reimbursement will be determined based on the current license fee and the number of establishments not inspected by LOCAL AGENCY during the state fiscal year.
- 5.7 **Termination.** This contract shall terminate on the 31st day of March, 2014, unless terminated at an earlier date. This contract may be terminated by either party by giving thirty (30) days written notice of termination to the other party. The parties may extend this contract, with KDA exercising this option by notifying the LOCAL AGENCY in writing of its intent to extend the contract. The LOCAL AGENCY may then, in writing to KDA, accept such extension.
- 5.8 **Invalidity or illegality of any part.** If any provision or application of this contract is held invalid or illegal, the invalidity or illegality shall not affect other provisions or applications of this agreement, which can be given effect without the invalid or illegal provision or application, and to this end, the provisions of the contract are declared to be severable.
- 5.9 The signatories to this contract have the authority to bind the parties to the terms of this contract.

KANSAS DEPARTMENT OF AGRICULTURE

Dale Rodman, Secretary
Kansas Department of Agriculture

Date

109 SW 9th Street- 3rd Floor
Topeka, KS 66612

LOCAL AGENCY

City of Wichita

Date

City Clerk

Date

APPROVED AS TO FORM:

Director of Law and City Attorney

Date

Address to send KDA warrants:
City of Wichita
1900 E 9th
Wichita, KS 67214-3115
FEIN: 48-6000653

**City of Wichita
City Council Meeting
April 23, 2013**

TO: Mayor and City Council

SUBJECT: Renewal of Contract – Kansas Department of Agriculture Food Service Establishment Inspection and Regulatory Services Contract (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve renewal of the Kansas Department of Agriculture contract for food establishment inspections.

Background: The Environmental Health division conducts inspections of food establishments within Wichita and Sedgwick County on behalf of the Kansas Department of Agriculture (KDA). Environmental Health staff enforces state regulations and initiates state enforcement mechanisms as appropriate. KDA remits 80% of license revenue (as established by state statute) to the City and provides enforcement assistance and training for local staff.

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets. The use of Kansas regulations and enforcement procedures promotes consistency within the state. The state contract provides leverage for operating city grocery inspections, tobacco control, and grease inspection programs at no cost to the City. Due to license structure changes which were amended in state legislation in 2012, the proposed contract from KDA has added service levels for retail establishments, food service in lodging establishments, and additional school inspections, requiring an estimated 741 new inspections by the City of Wichita. Staff will evaluate options for managing this additional inspection workload as part of the 2014 Budget process. Options include shifting positions within the department, restructuring the food inspection program strategies, or supplementing existing staff resources.

Financial Consideration: The estimated value of the contract is approximately \$460,000 based on the City's aforementioned 80% share of the KDA license revenue. This includes new revenue that is estimated to be \$60,200. Annually, program revenues have been slightly higher than the City's cost to administer this program. With the expanded scope of the proposed contract, staff will review strategies and staffing levels to ensure the program continues to be self-supporting.

Legal Consideration: The contract has been approved as to form by the Law Department.

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

Attachment: KDA contract.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Waterfront Sixth Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On November 6, 2007, the City Council approved a petition for water distribution systems and paving improvements to serve Waterfront Sixth Addition, north of 13th Street North, west of Greenwich.

Analysis: The proposed agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$48,300 and will be paid by special assessments.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

WATERFRONT 6TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

LINDBERG serving Lots 1 through 4, Block 1 EXCEPT the west 178.5 feet of the south 505.5 feet of Lot 1, Block 1, Waterfront 6th Addition (north of 13th, west of Greenwich) (Project No. 472 84626).

WATER DISTRIBUTION SYSTEM serving Lots 1 through 4, Block 1, EXCEPT the west 178.5 feet of the south 505.5 feet of Lot 1, Block 1, Waterfront 6th Addition (north of 13th, west of Greenwich) (Project No. 448 90343).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements Waterfront 6th Addition and perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit A**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGI-

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

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

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 84626	<u>\$ 39,400.00</u>
Project No. 448 90343	<u>\$ 8,900.00</u>
TOTAL	<u>\$48,300.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

CITY COUNCIL

BY ACTION OF THE

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

Gregory J Allison, P.E., Vice President

ATTEST:

Cynthia A. Womack, Admin. Asst.

SCOPE OF SERVICES
Paving & Water Improvements for Waterfront 6th Addition
(north of 13th Street North, west of Greenwich)
(Project No. 472 84626; 448 90343)

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

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1 to Exhibit "A"**.
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 2 to Exhibit "A"**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

8. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic")**. The ENGINEER shall include a conflict list for each utility, also posted on the FTP site. **Attachment No. 3 to Exhibit "A" is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City**. ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to project letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes.
10. Shop Drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
11. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
14. Project Milestones. The ENGINEER agrees to complete and deliver field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the City or agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - (a) Field check plans of the project for distribution to utilities by 120 days from NTP.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 120 days from NTP).

Attachment No. 1 to Exhibit “A” – Scope of Services

Storm Water Pollution Prevention

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

City of Wichita
Storm Water
455 N. Main 8th Floor
Wichita, KS 67202

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

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

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

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

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

Attachment No. 2 to Exhibit “A” – Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center iron, other set monuments
- center of manholes

II. WATERLINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air releases

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets-Type 1 and Type 1A; center, at high edge of curb inlets-Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline-center, inside face of inlet; 15 ft/4 m offset in each direction, center to inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks –minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets-provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement-provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersection, and mainline pavement; should be separate plan sheets(s) with clear and project-specific details
- Storm Sewer-BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL-pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer-show deflection angles between MH's
- Curve Tables-should include bends, tees, valves, FH's etc. for waterlines; end-of-return, P.I.'s etc for paving.
- Should be able to accurately scale off plans

Attachment No. 3 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- None in Project Limits In Project Limits, No Relocation Necessary
 Utility will need to relocate Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Utility Plan Review:

- Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before to:

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

CITY OF WICHITA
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 10221 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway, with one way frontage roads on each side of the highway together with interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 10221 East Kellogg is comprised of a 636,207 square foot site and is improved as an automobile dealership. The buildings are not impacted by the acquisition. The project requires 7,424.8 square feet along the northerly edge of the property and an 11,200.7 square foot temporary easement during construction.

Analysis: The acquisition was appraised at \$74,910 predicated on a land value of \$5 per square foot and a two year term temporary easement consisting of 41,983.5 square feet. During negotiations, the temporary easement was reduced to 11,200.7 square feet and the term was increased to six years. The offer did not include any compensation for perimeter fencing and improvements impacted by the acquisition. These were valued at \$30,900 based on estimates. These changes resulted in a value of \$105,810, an amount accepted by the property owner.

Financial Considerations: A budget of \$106,810 is requested. This includes \$105,810 for the acquisition and \$1,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and State and Federal grant funds administered by the Kansas Department of Transportation.

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

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

Attachments: Aerial map, tract maps, and real estate purchase agreement.

PROJECT: Kellogg Improvement – Cypress to Chateau DATE:

COUNTY: Sedgwick TRACT NO.: 41

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY PERMANENT EASEMENT
AND TEMPORARY EASEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2013 by and between:

Carmax Auto Superstores, Inc., (“Landowner”), and the City of Wichita, State of Kansas, (“City”)

WITNESSETH, For consideration as hereinafter set forth, the Landowner hereby agrees to convey unto the City, its duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

See Exhibits Tract # 41 RIGHT OF WAY ACQUISITION, Tract # 41-Temp TEMPORARY CONSTRUCTION EASEMENT, and Tract # 41-AC ACCESS CONTROL

The term of the temporary easement shall be six years after acquisition or 60 days after completion of construction, whichever is sooner. The easement documents will be prepared and executed at closing.

It is understood and agreed that Landowner is responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before June 30, 2013. Landowner shall surrender possession at closing.

Landowner shall be responsible, upon thirty (30) days notice by City, to relocate a portion of its guardrail to the areas shown on Exhibit A attached. The portion of the guardrail in the area marked “Permanent Relocation” on Exhibit A shall remain as relocated. Landowner shall have the right, upon notification of completion of project work on the site, to relocate that portion of the guardrail located in the area marked “Temporary Relocation” back to its original location. The estimated cost of the relocations of the guardrail are included in the purchase price below. If the actual cost of the relocations exceeds Thirty Thousand Nine Hundred dollars and zero cents (\$30,900.00), Landowner shall have the right to file a relocation claim for the overage and the City shall promptly pay the full amount of the actual cost for such relocation.

upon notification of completion of project work on the site, to relocate that portion of the guardrail located in the area marked "Temporary Relocation" back to its original location. The estimated cost of the relocations of the guardrail are included in the purchase price below. If the actual cost of the relocations exceeds Thirty Thousand Nine Hundred dollars and zero cents (\$30,900.00), Landowner shall have the right to file a relocation claim for the overage.

Landowner and City acknowledge that there may be unforeseen circumstances that require work that impacts the guardrail and perimeter fencing beyond what is described in Exhibit A. If there is such work that impacts the guardrail, the method and timing of removal, replacement and interim security must be approved in advance by the Landowner. If personal property of the landowner is lost due to this additional work, City and/or is contractor shall be responsible for reimbursement of said loss to Landowner.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired as right of way:

Approximately 7,424.8 Sq. Ft. and all improvements there to	\$37,124.00
Temporary construction easement	
Approximately 11,200.7 Sq. Ft. for temporary easement	\$37,786.00
Access control as described hereto	Included
Guardrail relocation costs	\$30,900.00

TOTAL \$105,810

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. excepting the potential claim for the relocation of the guardrail as described above.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:

BUYER:

City of Wichita, KS, a municipal corporation

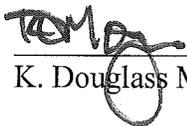
Carl Brewer, Mayor

damage and inventory losses suffered by Landowner related to the unforeseen circumstances and resulting temporary removal of a portion or portions of the guardrail.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:

CarMax Auto Superstores, Inc., a Virginia corporation



K. Douglass Moyers, Vice President of Real Estate

BUYER:

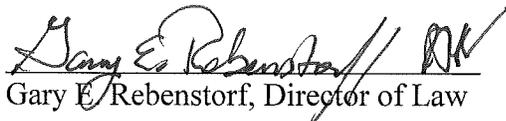
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:



Gary E. Rebenstorf, Director of Law

EXHIBIT

RIGHT OF WAY ACQUISITION

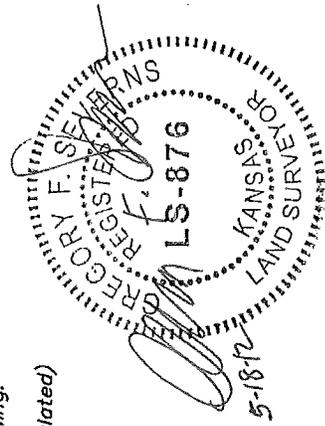
Tract # 41

C-36714

LEGAL DESCRIPTION:

That part of Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgewick County, Kansas described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence southerly along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication; thence westerly along the south line of said Dedication, 169.84 feet for a point of beginning; thence westerly with a deflection angle to the left of 02°05'56", 420.29 feet to a point 225.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgewick County, Kansas; thence westerly with a deflection angle to the right of 02°07'19" and parallel with the north line of said Northwest Quarter, 208.99 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1; thence southwesterly with a deflection angle to the left of 49°17'18", 46.17 feet to a point on the west line of said Lot 1, said point being 50.30 feet southerly of the southwest corner of said Dedication, (Film 1809, Page 1279), said point also being 260.00 feet normally distant southerly of the north line of said Northwest Quarter; thence northerly along the west line of said Lot 1, 50.30 feet to the southwest corner of said Dedication; thence easterly along the south line of said Dedication to the point of beginning.

Containing 7424.8 Sq. Ft., (calculated)



Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 41.dwg 5-18-12

Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-1771 F 316-262-0149



Baughman
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

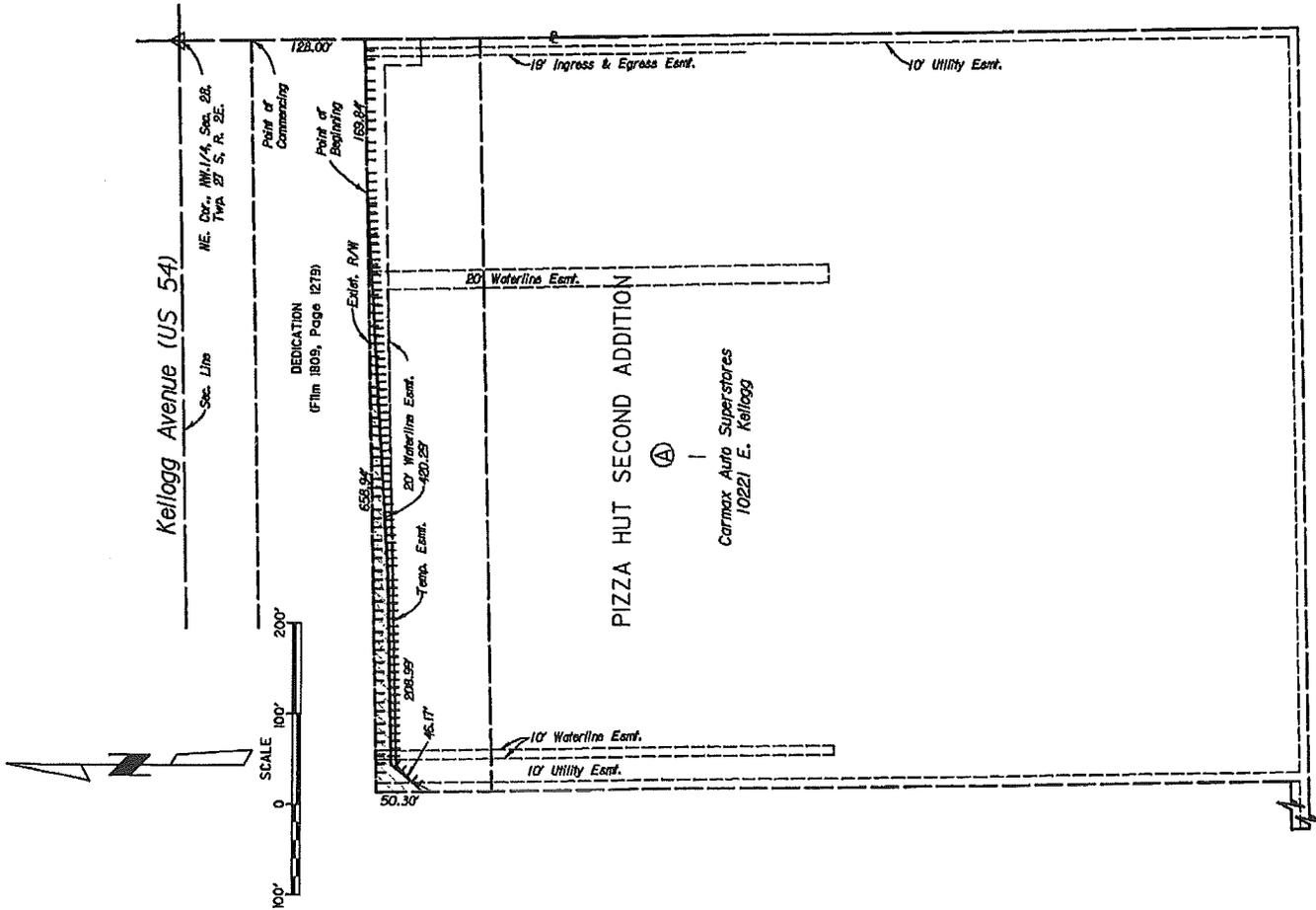
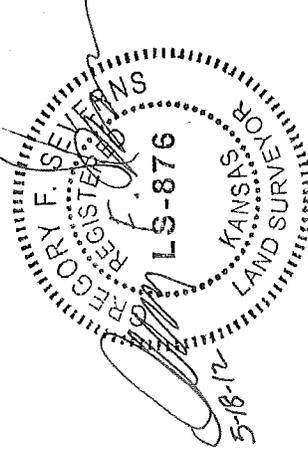


EXHIBIT ACCESS CONTROL

Tract # 41-AC
C-36714

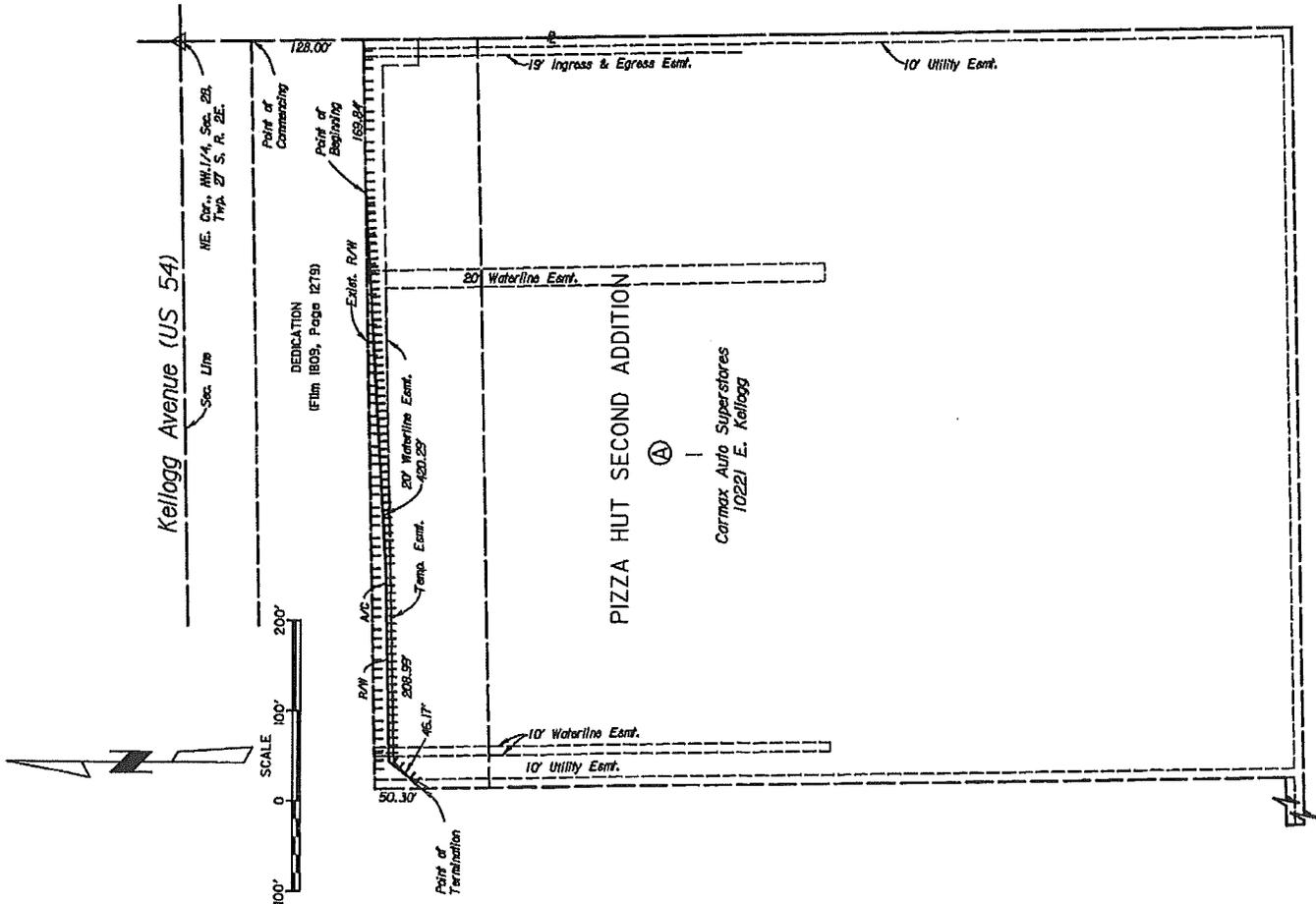
LEGAL DESCRIPTION:

Complete Access Control over a line in Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; FIRST COURSE, thence southerly along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication; SECOND COURSE, thence westerly along the south line of said Dedication, 169.84 feet for a point of beginning; THIRD COURSE, thence westerly with a deflection angle to the left of 02°05'56", 420.29 feet to a point 225.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; FOURTH COURSE, thence westerly with a deflection angle to the right of 02°07'19" and parallel with the north line of said Northwest Quarter, 208.99 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1; FIFTH COURSE, thence southwesterly with a deflection angle to the left of 49°17'18", 46.17 feet to a point on the west line of said Lot 1, said point being 50.30 feet southerly of the southwest corner of said Dedication, (Film 1809, Page 1279), said point also being 260.00 feet normally distant southerly of the north line of said Northwest Quarter, and for a point of termination.



Project Number 10-07-E517
E:eng/East Kellogg/Exhibits/Tract 41-AC.dwg 5-18-12

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



EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

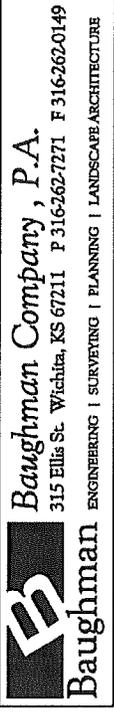
Tract # 41-Temp
C-36714

LEGAL DESCRIPTION:

That part of Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence southerly along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication, and for a point of beginning; thence continuing southerly along the east line of said Lot 1, 60.63 feet to a point 270.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence westerly parallel with the north line of said Northwest Quarter, 29.00 feet; thence northerly parallel with the east line of said Lot 1, 40.00 feet to a point 230.00 feet normally distant southerly of the north line of said Northwest Quarter, 769.80 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1; thence southwesterly with a deflection angle to the left of 43°04'09", 21.98 feet; thence southwesterly with a deflection angle to the left of 17°32'06", 28.68 feet to a point on the west line of said Lot 1, said point being 60.30 feet southerly of the southwest corner of said Dedication, (Film 1809, Page 1279), said point also being 270.00 feet normally distant southerly of the north line of said Northwest Quarter; thence northerly along the west line of said Lot 1, 10.00 feet to a point 50.30 feet southerly of the southwest corner of said Dedication, said point also being 260.00 feet normally distant southerly of the north line of said Northwest Quarter; thence northeasterly with a deflection angle to the right of 40°31'12", 46.17 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1 and 225.00 feet normally distant southerly of the north line of said Northwest Quarter; thence easterly parallel with the north line of said Dedication, said point being 169.84 feet westerly of the southeast corner of said Dedication; thence easterly along the south line of said Dedication, 169.84 feet to the point of beginning.

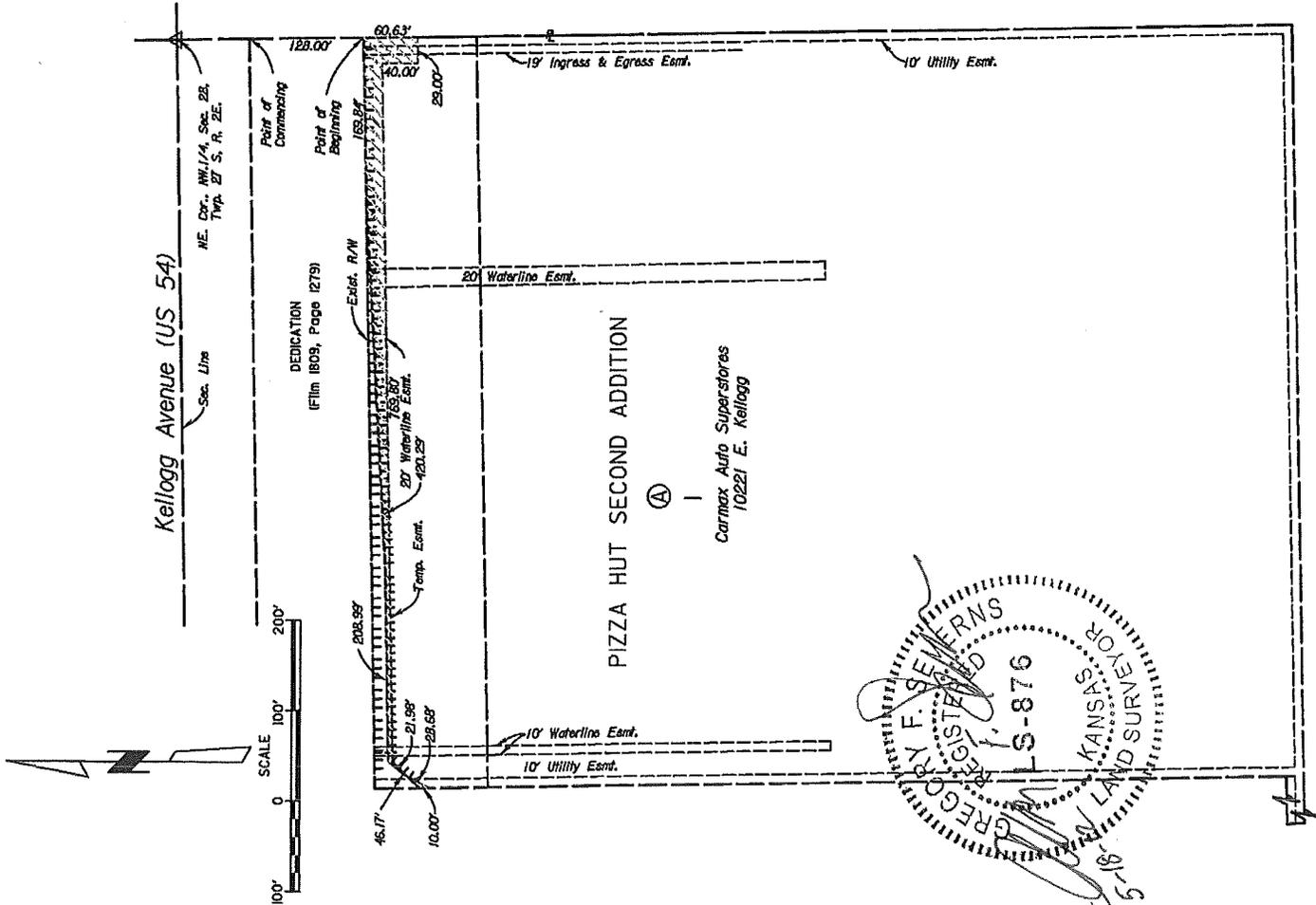
Containing 11200.7 Sq. Ft., (calculated)

Project Number 10-07-E517 5-18-12
E:eng/East Kellogg/Exhibits/Tract 41-Temp.dwg



Baughman
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149



Tract #41
C-36714

That part of Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence southerly along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication; thence westerly along the south line of said Dedication, 169.84 feet for a point of beginning; thence westerly with a deflection angle to the left of $02^{\circ}05'56''$, 420.29 feet to a point 225.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence westerly with a deflection angle to the right of $02^{\circ}07'19''$ and parallel with the north line of said Northwest Quarter, 208.99 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1; thence southwestwardly with a deflection angle to the left of $49^{\circ}17'18''$, 46.17 feet to a point on the west line of said Lot 1, said point being 50.30 feet southerly of the southwest corner of said Dedication, (Film 1809, Page 1279), said point also being 260.00 feet normally distant southerly of the north line of said Northwest Quarter; thence northerly along the west line of said Lot 1, 50.30 feet to the southwest corner of said Dedication; thence easterly along the south line of said Dedication to the point of beginning.

Containing 7424.8 Sq. Ft., (calculated)

Tract #41-AC
C-36714

Complete Access Control over a line in Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; FIRST COURSE, thence southerly along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication; SECOND COURSE, thence westerly along the south line of said Dedication, 169.84 feet for a point of beginning; THIRD COURSE, thence westerly with a deflection angle to the left of $02^{\circ}05'56''$, 420.29 feet to a point 225.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; FOURTH COURSE, thence westerly with a deflection angle to the right of $02^{\circ}07'19''$ and parallel with the north line of said Northwest Quarter, 208.99 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1; FIFTH COURSE, thence southwesterly with a deflection angle to the left of $49^{\circ}17'18''$, 46.17 feet to a point on the west line of said Lot 1, said point being 50.30 feet southerly of the southwest corner of said Dedication, (Film 1809, Page 1279), said point also being 260.00 feet normally distant southerly of the north line of said Northwest Quarter, and for a point of termination.

Tract #41 – Temp
C-36714

That part of Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence southerly along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication, and for a point of beginning; thence continuing southerly along the east line of said Lot 1, 60.63 feet to a point 270.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence westerly parallel with the north line of said Northwest Quarter, 29.00 feet; thence northerly parallel with the east line of said Lot 1, 40.00 feet to a point 230.00 feet normally distant southerly of the north line of said Northwest Quarter; thence westerly parallel with the north line of said Northwest Quarter, 769.80 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1; thence southwesterly with a deflection angle to the left of $43^{\circ}04'09''$, 21.98 feet; thence southwesterly with a deflection angle to the left of $17^{\circ}32'06''$, 28.68 feet to a point on the west line of said Lot 1, said point being 60.30 feet southerly of the southwest corner of said Dedication, (Film 1809, Page 1279), said point also being 270.00 feet normally distant southerly of the north line of said Northwest Quarter; thence northerly along the west line of said Lot 1, 10.00 feet to a point 50.30 feet southerly of the southwest corner of said Dedication, said point also being 260.00 feet normally distant southerly of the north line of said Northwest Quarter; thence northeasterly with a deflection angle to the right of $40^{\circ}31'12''$, 46.17 feet to a point 30.00 feet normally distant easterly of the west line of said Lot 1 and 225.00 feet normally distant southerly of the north line of said Northwest Quarter; thence easterly parallel with the north line of said Northwest Quarter, 208.99 feet; thence easterly with a deflection angle to the left of $02^{\circ}07'19''$, 420.29 feet to a point on the south line of said Dedication, said point being 169.84 feet westerly of the southeast corner of said Dedication; thence easterly along the south line of said Dedication, 169.84 feet to the point of beginning.

Containing 11200.7 Sq. Ft., (calculated)

Table A: Guardrail Relocation Costs

	Phase I (initial relocation)	Phase II (second relocation)	Total Cost
Permanent Relocation (275 linear feet)	\$14,700	n/a	
Temporary Relocation (115 linear feet)	\$6,200	\$10,000	
Total	\$20,900	\$10,000	\$30,900

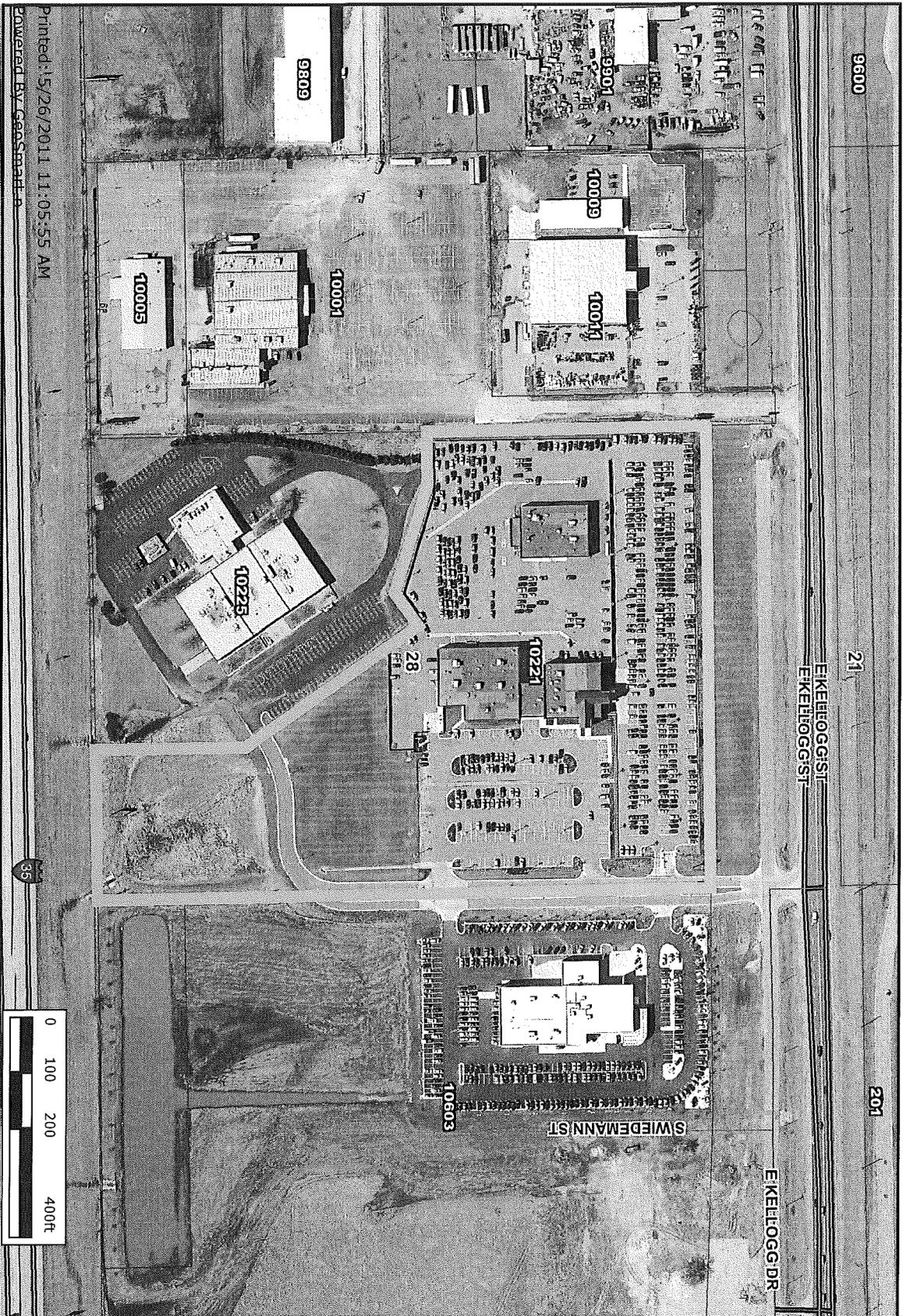
In the interest of collaboration, CarMax is willing to conceptually agree to the City's acquisition proposal if the City will reimburse CarMax for the above guardrail costs as they are incurred. Such agreement is contingent upon CarMax and the City agreeing upon the value of the Acquisition Area and the Easement Area. The costs provided above are in addition to the monetary value of the land acquired and the temporary construction easement, and may vary depending on the actual amounts billed by the contractor performing the work.

Please review this information and direct any questions to David Rapp, CarMax's local attorney, at (316) 660-6214. The information contained herein shall not be interpreted as binding on either party. Once the City agrees to the general terms provided herein, CarMax is prepared to negotiate a formal agreement memorializing the terms of the acquisition and the improvement relocation.



10221 E Kellogg

C-36714, Tract 41



- Identified Features
- Selected Features
- Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Township and Range
- Section



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



CITY OF WICHITA
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 519 West 36th Street North for the 36th Street Paving Project: Arkansas Avenue to Agnes (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 3, 2010, the City Council approved the petition to pave 36th Street North, from Arkansas Avenue to a turnaround just east of Agnes. Right-of-way is required from throughout the corridor and all but three of the property owner's dedicated the necessary land. There are three tracts remaining which require a partial taking for road right-of-way and one drainage easement. The tracts consist of residential use. It is necessary to obtain 1,500 square feet for right-of-way from the property at 519 West 36th Street.

Analysis: A written offer to purchase the required right-of-way was made based on an estimate of value. The offer of \$2,100, or \$1.40 per square foot was accepted by the owner.

Financial Considerations: The estimated project cost is \$235,000 with \$207,688 assessed to the improvement district and \$27,332 paid by the City-at-large. A budget of \$2,850 is requested. This includes \$2,100 for the acquisitions and \$750 for title work, surveys, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the acquisition and; 2) approve the budget.

Attachments: Warranty deed, tract map, and aerial map.

GENERAL WARRANTY DEED

THIS DEED, Made this 5th day of April, 2013, between Leroy Wheaton, Sr and None, party(ies) of the first part and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH, That party of the first part, in consideration of the sum of Two Thousand One Hundred Dollars (\$2,100) and other Good and Valuable Considerations, the receipt of which is hereby acknowledged, do by these presents convey and warrant unto said party of the second part, it's successors and assigns, all of the following described real estate situation in the County of Sedgwick and the State of Kansas, to wit:

A proposed twenty (20) feet of Right-of-Way acquisition in Wichita, Sedgwick County, Kansas described as follows:

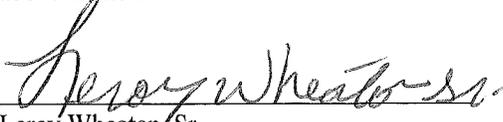
The north twenty (20) feet of the following described tract of land in the NW ¼ of the NE ¼ of Section 32, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows:

Beginning 671 feet North and 475.075 feet East of the SW corner of said NW ¼ of the NE ¼; thence South 300.5 feet; thence East 75 feet; thence North 300.5 feet; thence West to the point of beginning.
Containing 1,500 square feet, more or less

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And party of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree and with party of the second part that at delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the estates, judgments, taxes, assessments and encumbrances of what nature of kind soever, except, none; and that they will warrant and forever defend the same unto party of the second part, it's successors and assigns, against parties of the first part, themselves, their heirs, and all and every person(s) whomsoever, lawfully claiming or to claim the same.

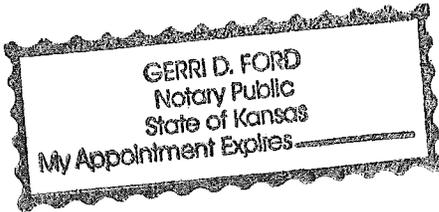
IN WITNESS WHEREOF, party of the first part has hereunto subscribed their names, the day and year first above written.

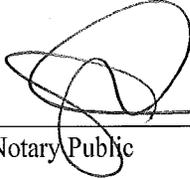


Leroy Wheaton, Sr.

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

On this 5th day of April, 2013, before me, a notary public in and for said county and state, personally appeared Leroy Wheaton, Sr., ~~single~~ person, known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.





Notary Public

My commission expires 11-21-15

LEGAL DESCRIPTION: EXHIBIT

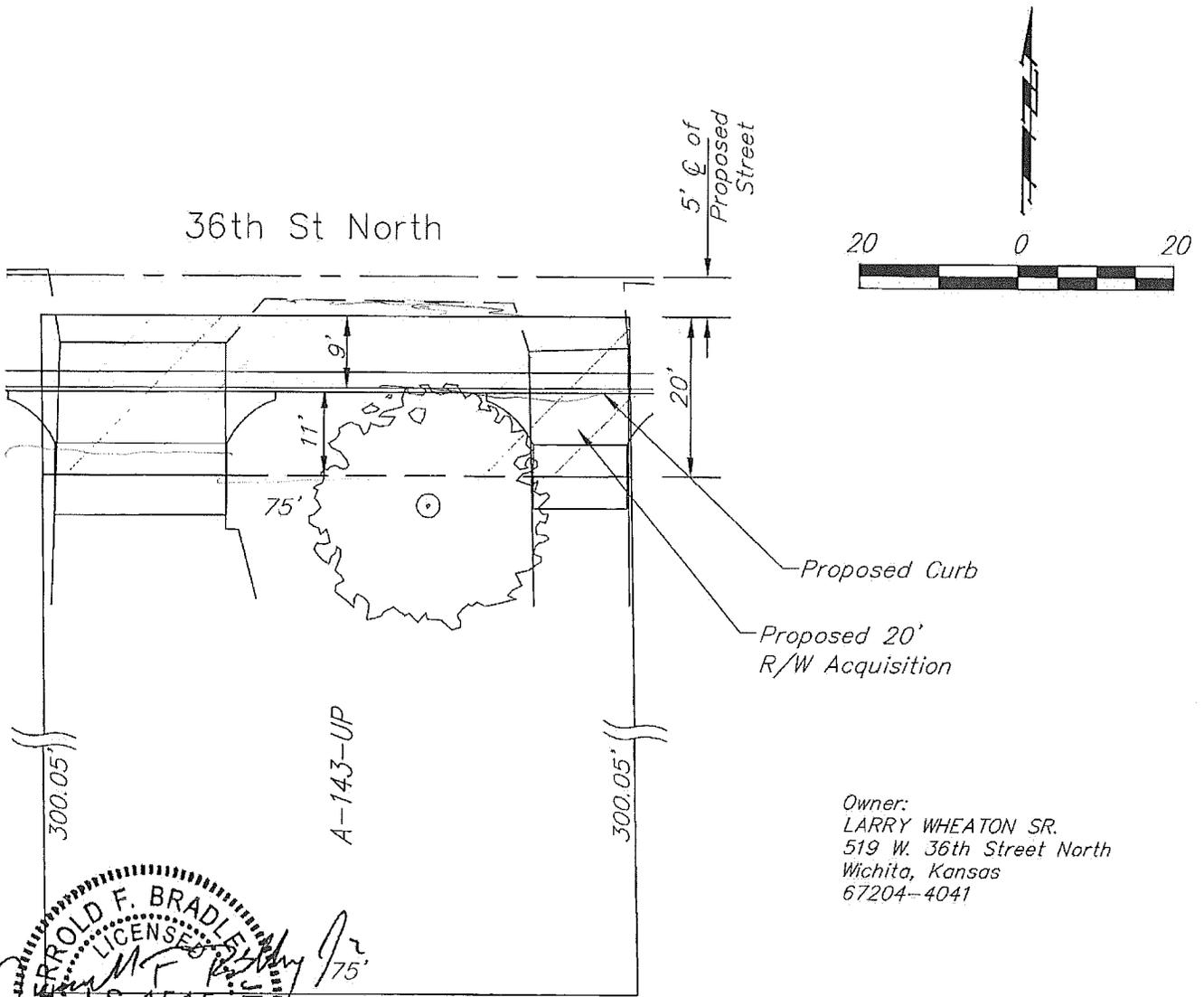
A proposed twenty (20) feet of Right-of-Way acquisition in Wichita, Sedgwick County, Kansas described as follows:

The north twenty (20) feet of the following described tract of land:

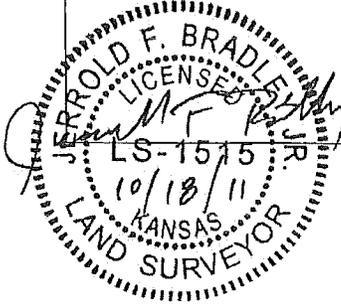
A tract in the NW ¼ of the NE ¼ of Section 32, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows:

Beginning 671 feet North and 475.075 feet East of the SW corner of said NW ¼ of the NE ¼; thence South 300.5 feet; thence East 75 feet; thence North 300.5 feet; thence West to the point of beginning.

Containing 1,500 square feet, more or less



Owner:
 LARRY WHEATON SR.
 519 W. 36th Street North
 Wichita, Kansas
 67204-4041



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



519 West 36th Street North

Wheaton



	Identified Features
	Historic Districts
	Old Town
	Delano Overlay District
	NO
	YES
	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Historic Sites
	REGIONAL
	STATE/NATIONAL
	STATE
	Historic Environs
	Parks
	Airports
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich

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

CITY OF WICHITA

CITY OF WICHITA
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 327 West 36th Street North for the 36th Street Paving Project: Arkansas Avenue to Agnes (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 3, 2010, the City Council approved the petition to pave 36th Street North, from Arkansas Avenue to a turnaround just east of Agnes. Right-of-way is required from throughout the corridor and all but three of the property owner's dedicated the necessary land. There are three tracts remaining which require a partial taking for road right-of-way and one drainage easement. The tracts consist of residential use. It is necessary to obtain 3,700 square feet for right-of-way together with a 2,452 square foot easement for drainage from the property at 327 West 36th Street.

Analysis: A written offer to purchase the required right-of-way and easement was made based on an estimate of value. The offer of 3,076, or \$0.50 per square foot was accepted by the owner; however, the offer did not include compensation for the relocation of the in-ground sprinkler system within the taking. The owner agreed to accept an additional \$1,000 to cover the costs of capping and relocating that part of the sprinkler system within the proposed right-of-way and drainage easement for a total of \$4,076.

Financial Considerations: The estimated project cost is \$235,000 with \$207,688 assessed to the improvement district and \$27,332 paid by the City-at-large. A budget of \$4,826 is requested. This includes \$4,076 for the acquisitions and \$750 for title work, surveys, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the acquisition and; 2) approve the budget.

Attachments: Warranty deed, tract maps, and aerial map.

GENERAL WARRANTY DEED

THIS DEED, Made this 5th day of April, 2013, between James Norman Hall and June L. Hall, husband and wife, party of the first part and the City of Wichita, Kansas, a municipal corporation, party of the second part.

SF
MA
\$ 4,076 ⁰⁰ WITNESSETH, That party of the first part, in consideration of the sum of ~~Three~~ ^{FOUR} Thousand Seventy-Six Dollars (~~\$3,076~~) and other Good and Valuable Considerations, the receipt of which is hereby acknowledged, do by these presents convey and warrant unto said party of the second part, it's successors and assigns, all of the following described real estate situation in the County of Sedgwick and the State of Kansas, to wit:

A proposed twenty (20) feet of Right-of-Way acquisition in Wichita, Sedgwick County, Kansas, described as follows: The West one hundred eighty-five (185) feet of the North twenty (20) feet of the following described tract of land:

A tract of land beginning 700 feet East and 335.5 feet North of the SW Corner of the NW ¼ of the NE ¼ of Section 32, Township 26 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas; thence North 335.5 feet to a point 700 feet East of the NW corner of the South ½ of the NW ¼ of said NE ¼; thence East to the Center Line of Chisholm Creek as located by survey made by Clyde M. Baughman, County Surveyor, on the 30th day of June, 1942, and recorded on the 2nd day of October, 1942, in Misc. book 165 at page 173 of the records of the Office of the Register of Deeds of Sedgwick County, Kansas; thence Southwesterly along the center line of the NE ¼ of said Section 32; thence west to the point of beginning. Containing 3,700 square feet, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And party of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the estates, judgments, taxes, assessments and encumbrances of what nature of kind soever, except, none; and that they will warrant and forever defend the same unto party of the second part, it's successors and assigns, against parties of the first part, themselves, their heirs, and all and every person(s) whomsoever, lawfully claiming or to claim the same.

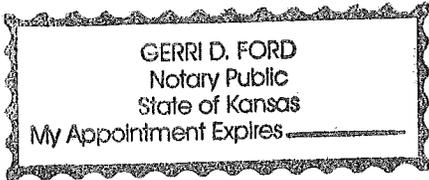
IN WITNESS WHEREOF, party of the first part has hereunto subscribed their names, the day and year first above written.

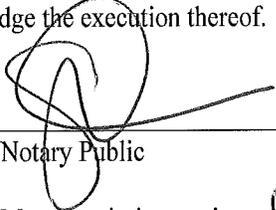
James Norman Hall
James Norman Hall

June L. Hall
June L. Hall

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

On this 5th day of April, 2013, before me, a notary public in and for said county and state, personally appeared **James Norman Hall and June L. Hall, husband and wife**, known to be the person named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.





Notary Public
My commission expires 11-21-15

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT made this 5TH day of April, 2013, by and between James Norman Hall and June L. Hall, husband and wife, Grantor, and the City of Wichita, Kansas, a municipal corporation, Grantee.

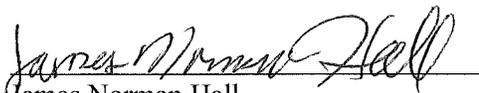
WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and no/100 (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a non-exclusive permanent drainage easement for drainage and public purposes over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

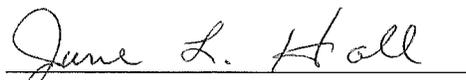
A proposed twenty (20) foot wide Drainage and Utility Easement in Wichita, Sedgwick County, Kansas, described as follows: The East one hundred twenty-two and forty-six one hundredths (122.46) feet of the North twenty (20) feet of the following described tract of land:

A tract of land beginning 700 feet East and 335.5 feet North of the SW Corner of the NW ¼ of the NE ¼ of Section 32, Township 26 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas; thence North 335.5 feet to a point 700 feet East of the NW corner of the South ½ of the NW ¼ of said NE ¼; thence East to the Center Line of Chisholm Creek as located by survey made by Clyde M. Baughman, County Surveyor, on the 30th day of June, 1942, and recorded on the 2nd day of October, 1942, in Misc. book 165 at page 173 of the records of the Office of the Register of Deeds of Sedgwick County, Kansas; thence Southwesterly along the center line of the NE ¼ of said Section 32; thence west to the point of beginning. Containing 2,452 square feet, more or less.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing drainage work and associated site work including but not limited to excavation of dirt and/or trees.

IN WITNESS WHEREOF, party of the first part has hereunto subscribed their names, the day and year first above written.


James Norman Hall

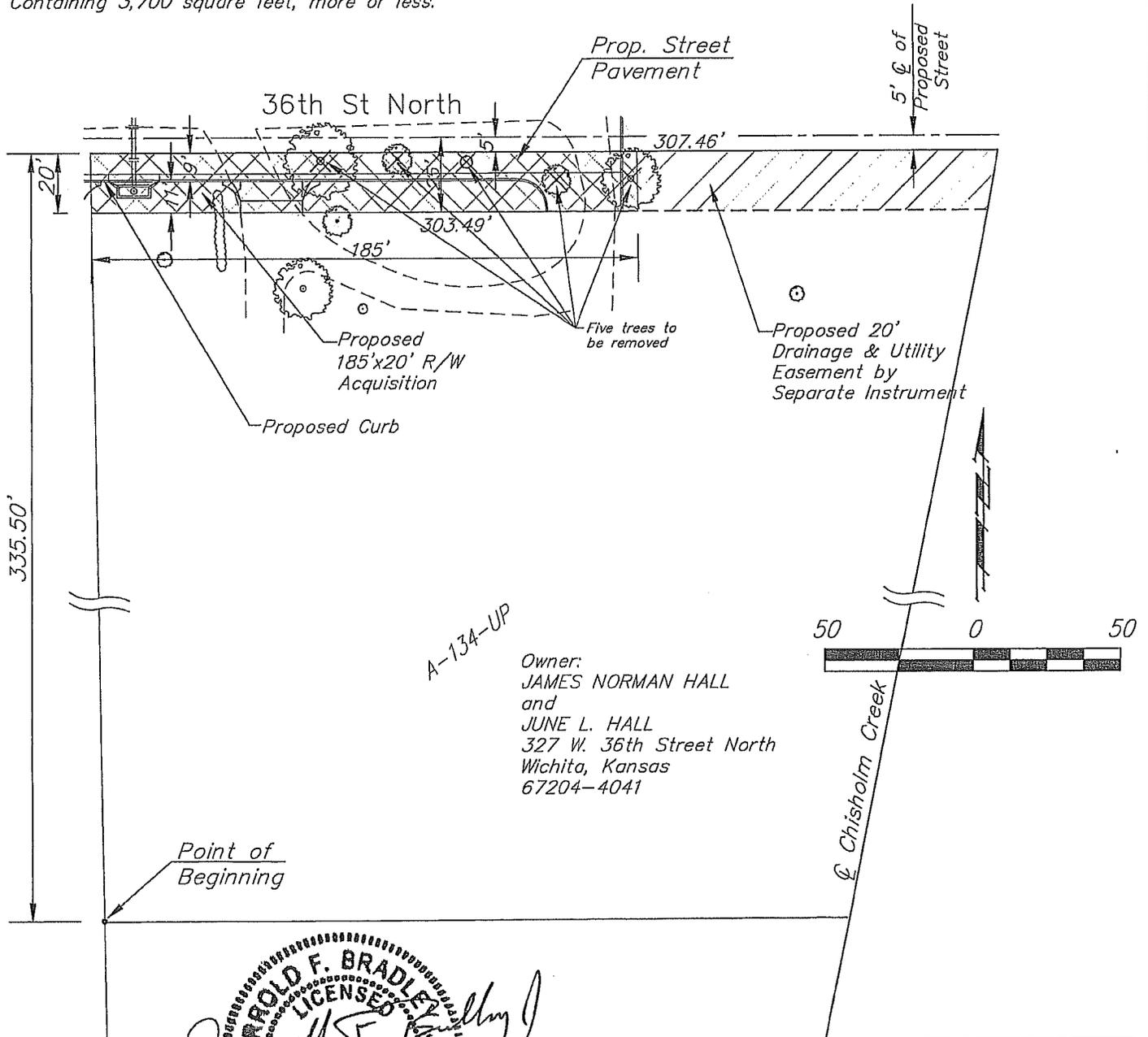

June L. Hall

LEGAL DESCRIPTION:

EXHIBIT

A proposed twenty (20) feet of Right-of-Way acquisition in Wichita, Sedgwick County, Kansas described as follows:
The West one hundred eighty-five (185) feet of the North twenty (20) feet of the following described tract of land:

A tract of land beginning 700 feet East and 335.5 feet North of the SW corner of the NW 1/4 of the NE 1/4 of Section 32, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 335.5 feet to a point 700 feet East of the NW corner of the South 1/2 of the NW 1/4 of said NE1/4; thence East to the Center Line of Chisholm Creek as located by survey made by Clyde M. Baughman, County Surveyor, on the 30th day of June, 1942, and recorded on the 2nd day of October, 1942, in Misc. Book 165, at page 173 of the records of the office of the Register of Deeds of Sedgwick County, Kansas; thence Southwesterly along the center line of Chisholm Creek as defined by the above survey, to a point 335.5 feet North of the South line of the NW 1/4 of the NE 1/4 of said Section 32; thence west to the point of beginning.
Containing 3,700 square feet, more or less.



A-134-UP

Owner:
JAMES NORMAN HALL
and
JUNE L. HALL
327 W. 36th Street North
Wichita, Kansas
67204-4041

Point of Beginning



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

Project Number 11-06-E642

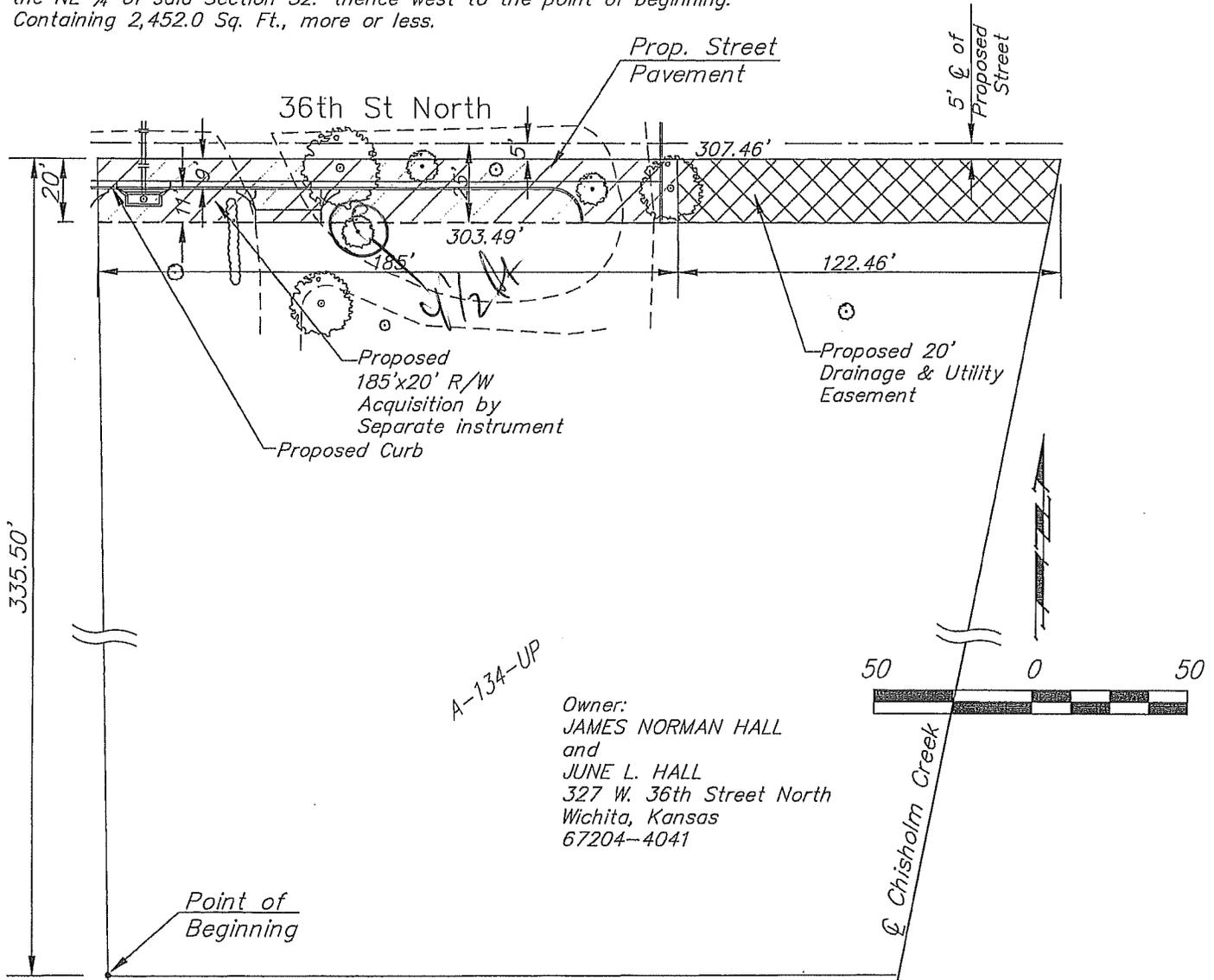
LEGAL DESCRIPTION:

EXHIBIT

A proposed twenty (20) foot wide Drainage and Utility Easement in Wichita, Sedgwick County, Kansas described as follows:

The East one hundred twenty-two and forty-six one hundredths (122.46) feet of the North twenty (20) feet of the following described tract of land:

A tract of land beginning 700 feet East and 335.5 feet North of the SW corner of the NW 1/4 of the NE 1/4 of Section 32, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 335.5 feet to a point 700 feet East of the NW corner of the South 1/2 of the NW 1/4 of said NE 1/4; thence East to the Center Line of Chisholm Creek as located by survey made by Clyde M. Baughman, County Surveyor, on the 30th day of June, 1942, and recorded on the 2nd day of October, 1942, in Misc. Book 165, at page 173 of the records of the office of the Register of Deeds of Sedgwick County, Kansas; thence Southwesterly along the center line of Chisholm Creek as defined by the above survey, to a point 335.5 feet North of the South line of the NW 1/4 of the NE 1/4 of said Section 32; thence west to the point of beginning. Containing 2,452.0 Sq. Ft., more or less.



A-134-UP

Owner:
 JAMES NORMAN HALL
 and
 JUNE L. HALL
 327 W. 36th Street North
 Wichita, Kansas
 67204-4041



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

Project Number 11-06-E642



327 West 36th Street North Hall



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

CITY OF WICHITA
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Relocation of Outdoor Advertising Structures for the West Kellogg Freeway Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119th Street West and 135th Street West. There are 43 tracts which will be impacted by the project. Additionally, there are several outdoor advertising structures that must be removed or relocated. Six of these belong to Clear Channel Outdoor, Inc.

Analysis: Clear Channel Outdoor has six signs along Kellogg on tracts acquired by the City for the project. Three need to be relocated for the current project, which develops the frontage roads. When the freeway proper is developed, the other three signs will need to be moved. Pursuant to the Uniform Act, the City is required to pay for the cost to relocate the signs. The cost to move the six signs is estimated at \$171,200. This amount was offered to Clear Channel Outdoor and accepted. Clear Channel Outdoor will immediately start on removing the three signs impacted by the project. They will leave the other three signs in place. While the signs are on City property, Clear Channel will pay the City the greater of \$500 per year or 11% of gross revenues, whichever is greater. The City will notify Clear Channel Outdoor when the remaining signs need to be removed and Clear Channel Outdoor shall cause their removal.

Financial Considerations: A budget of \$172,200 is requested. This includes \$171,200 for sign relocation, and \$1,000 for the administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

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

Recommendation/Action: It is recommended that the City Council; 1) approve the Budget; 2) approve the Outdoor Advertising Sign Relocation Agreement/Lease; and 3) authorize the necessary signatures.

Attachments: Aerial map and outdoor advertising sign relocation agreement/lease.

OUTDOOR ADVERTISING SIGN RELOCATION AGREEMENT/LEASE

THIS AGREEMENT, Made and entered into this ___ day of _____, 2013 by and between Clear Channel Outdoor, Inc., a Delaware corporation, party of the First Part, hereinafter referred to as "Clear Channel," whether one or more, and the City of Wichita, a municipal corporation, party of the Second Part, hereinafter referred to as "City," whether one or more.

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

1. Clear Channel does hereby agree to relocate, as required by the City six outdoor advertising structures (sign numbers 20752, 20332, 23912, 20302, 20522, and 30452) off of property the City acquired for the expansion of Kellogg (US Highway 54). The land acquired is more fully described as follows:

Commencing from a point 40 feet West and 69.9 feet South of the Northeast Corner of the Northeast Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, said point being on the South right-of-way line of U.S. Highway 54 per Condemnation Case A-38302; thence West along said South highway right-of-way line a distance of 95 feet to the point of beginning; thence Southeasterly for a distance of 69.58 feet to a point 120 feet South of the North line of said Northeast Quarter and 85 feet West of the East line of said Northeast Quarter; thence South, parallel with said East line, a distance of 275 feet to a point 395 feet South of said North line; thence West, parallel with said North line, a distance of 200 feet; thence Northwesterly for a distance of 340.75 feet to a point 235 feet South of said North line and 585 feet West of said East line; thence Westerly for a distance of 1310.27 feet to a point 195 feet South of said North line and 725 feet East of the West line of said Northeast Quarter; thence West, parallel with said North line, a distance of 725.02 feet to a point on said West line; thence North along said West line a distance of 89 feet to a point on said South highway right-of-way line; thence East along said South highway right-of-way line a distance of 1691.60 feet to a point 88.30 feet South of said North line; thence Easterly along said South highway right-of-way line for a distance of 793.19 feet to the point of beginning, containing 8.35 acres more or less.

Beginning at the intersection of the North right-of-way line of U.S. Highway 54 and the West line of the Southeast Quarter of Section 26, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence North along said West line a distance of 72 feet; thence East, parallel with said North highway right-of-way line, a distance of 130 feet; thence Northeasterly for a distance of 59.07 feet to a point 175 feet East of said West line and 110 feet North of said North highway right-of-way line; thence East, parallel with said North highway right-of-way line, a distance of 50 feet; thence Southeasterly for North highway right-of-way line; thence East, parallel with said North highway, a distance of 723.18 feet more or less to a point on the East line of the West 30 acres of the Southwest Quarter of said Southeast Quarter; thence South along said East line a distance of 72 feet to a point on said North highway right-of-way line; thence West along said North highway right-of-way line a distance of 993.18 feet more or less to the point of beginning, containing 1.72 acres more or less.

2. The City hereby agrees to pay to Clear Channel, as consideration for the relocation and removal of the outdoor advertising structures located on the above-described real property, the sum of One Hundred Seventy-one Thousand Two Hundred and Zero Cents (\$171,200.00) in the manner following to-wit: cash at closing. This payment shall be in full satisfaction of all claims that Seller 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.

3. The City shall allow the outdoor advertising structures to remain in place until their removal is required for the improvement of Kellogg (US Highway 54) and associated frontage roads, utilities, etc. The City shall give Clear Channel a minimum of sixty (60) days notice of the necessity to remove a structure. It is understood and agreed that if a structure is not removed in a timely manner after receipt of notice, the structure can be removed and disposed of by the City without further notice or recourse. Clear Channel shall have the right to remove any of the structures at any time.

4. Clear Channel agrees to pay Five Hundred Dollars and Zero Cents per year or eleven (11) percent of revenues, whichever is more per structure for each outdoor advertising structure remaining on the above described property owned by the City.

5. Clear Channel shall be responsible for carrying such insurance as is reasonable on the improvements up until the date of removal. Clear Channel hereby agrees and covenants to indemnify and hold harmless the City from any and all actions and claims of whatever kind or nature might arise as a result of removal of a structure.

6. Clear Channel will be responsible for the removal of the existing signs, columns and ancillary items.

7. Clear Channel intends to reestablish the structures designated as 20752, 20332, and 23912 on Exhibit A attached hereto off of City-owned land onto privately owned property. It is agreed that the City shall only plant columnar, pillar or similar type trees within five hundred (500) feet of the structures as relocated and only perpendicular thereto.

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

9. It is understood and agreed between the parties hereto that time is of the essence of this contract and that this transaction shall be consummated on or before April 30, 2013.

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

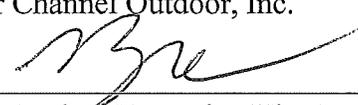
BUYER

By Direction of the City Council

Carl Brewer, Mayor

SELLER

Clear Channel Outdoor, Inc.



Bryan Parker, Executive Vice President

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



Lamar Lamar
 CCO 20752 CCO 20332 CCO 23912 CCO 20302 CCO 20522 CCO 30452

Sedgwick County has a limit of 5 per mile in the direction of travel.
 There is 8 currently facing the west.

- CCO yellow = current signs
- CCO red = proposed new sites to be built
- X = signs to be removed ASAP
- LAMAR green = current signs

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council Members

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

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On April 1, 2013, the Board of Building Code Standards and Appeals conducted hearings on the one (1) property listed below. The building on this property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

Analysis: Minimum Housing Code violation notices have been issued on this structure; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

Property Address
a. 3138 N Park Place

Council District
VI

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

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on June 4, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one story frame dwelling about 21 x 31 feet in size. Vacant and open, it has rotted masonite siding; deteriorated composition roof with holes; deteriorated rear porch with rotted porch cover; rotted and missing fascia; and rotted framing members and wood trim.

(b) Street Address: 3138 N PARK PLACE

(c) Owners:

Thelma R Trail
3141 N Park Place
Wichita KS 67204

Faith Evangeline Puga
3141 N Park Place
Wichita KS 67204

(d) Resident Agent:

(e) Occupant:

(f) Lienholders of Record:

Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn Attorney

301 N Main #1600
Wichita KS 67202

(g) Mortgage Holder(s):

City of Wichita
Housing and Community Services
332 Riverview
Wichita KS 67203

(h) Interested Parties:

DATE: April 2, 2013

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 3138 N PARK PLACE

LEGAL DESCRIPTION: LOTS 10 AND 11, BLOCK 22, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 21 x 31 feet in size. Vacant and open, it has rotted masonite siding; deteriorated composition roof with holes; deteriorated rear porch with rotted porch cover; rotted and missing fascia; and rotted framing members and wood trim.

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

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

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

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

_____ **PUBLISHED IN THE WICHITA EAGLE ON** _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 10 AND 11, BLOCK 22, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 3138 N PARK PLACE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of April**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of June 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 10 AND 11, BLOCK 22, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **3138 N PARK PLACE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 21 x 31 feet in size. Vacant and open, it has rotted masonite siding; deteriorated composition roof with holes; deteriorated rear porch with rotted porch cover; rotted and missing fascia; and rotted framing members and wood trim.

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

Adopted this **23rd day of April 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON APRIL 26 and May 7 2013
RESOLUTION NO. 13-070

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 10 AND 11, BLOCK 22, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **3138 N PARK PLACE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of April**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of June 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 10 AND 11, BLOCK 22, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **3138 N PARK PLACE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 21 x 31 feet in size. Vacant and open, it has rotted masonite siding; deteriorated composition roof with holes; deteriorated rear porch with rotted porch cover; rotted and missing fascia; and rotted framing members and wood trim.

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

Adopted this **23rd day of April 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council Members

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

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On February 4, 2013, the Board of Building Code Standards and Appeals conducted hearings on the one (1) property listed below. The building on this property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

Analysis: Minimum Housing Code violation notices have been issued on this structure; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

Property Address

a. 1844 (1838) South Lulu

Council District

I

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

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on June 4, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one-story frame dwelling about 40 x 55 feet in size. Vacant for at least 7 years, this structure has been damaged by fire. It has missing steel siding; badly deteriorated and fire-damaged composition roof, with holes; and rotted, missing and fire-damaged wood trim and framing members.

(b) Street Address: 1844 S LULU (aka 1838 S LULU)

(c) Owners:
Raymond M Powers Jr

6063 Carroll Rd
Milton FL 32583

Yoanna Castillo

1844 S. Lulu
Wichita KS 67211

(d) Resident Agent:

(e) Occupant:

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney

301 N Main #1600
Wichita KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 1, 2013

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1844 S LULU (aka 1838 S LULU)

LEGAL DESCRIPTION: LOTS 58, 60, 62, 64, 66, AND THE SOUTH 6 1/2 FEET OF LOT 68, ON LULU AVENUE, STRONG ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 40 x 55 feet in size. Vacant for at least 7 years, this structure has been damaged by fire. It has missing steel siding; badly deteriorated and fire-damaged composition roof, with holes; and rotted, missing and fire-damaged wood trim and framing members.

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

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

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

Director of Metropolitan Area Building Construction Department
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 58, 60, 62, 64, 66, AND THE SOUTH 6 1/2 FEET OF LOT 68, ON LULU AVENUE, STRONG ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS KNOWN AS 1844 S LULU (AKA 1838 S LULU)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of April 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of June 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 58, 60, 62, 64, 66, AND THE SOUTH 6 1/2 FEET OF LOT 68, ON LULU AVENUE, STRONG ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS, known as: 1844 S LULU (aka 1838 S LULU), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame dwelling about 40 x 55 feet in size. Vacant for at least 7 years, this structure has been damaged by fire. It has missing steel siding; badly deteriorated and fire-damaged composition roof, with holes; and rotted, missing and fire-damaged wood trim and framing members.

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

Adopted this **23rd day of April 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON APRIL 23, and MAY 7, 2013
RESOLUTION NO. 13-069

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 58, 60, 62, 64, 66, AND THE SOUTH 6 1/2 FEET OF LOT 68, ON LULU AVENUE, STRONG ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS KNOWN AS 1844 S LULU (AKA 1838 S LULU)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **23rd day of April 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **4th day of June 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 58, 60, 62, 64, 66, AND THE SOUTH 6 1/2 FEET OF LOT 68, ON LULU AVENUE, STRONG ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS**, known as: **1844 S LULU (aka 1838 S LULU)**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame dwelling about 40 x 55 feet in size. Vacant for at least 7 years, this structure has been damaged by fire. It has missing steel siding; badly deteriorated and fire-damaged composition roof, with holes; and rotted, missing and fire-damaged wood trim and framing members.

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

Adopted this **23rd day of April 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council
SUBJECT: Purchase of Buses (All Districts)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve the purchase of ten 35ft. low-floor buses from the Gillig Corporation

Background: Wichita Transit operates a fleet of 56 vehicles. In 2014, thirty-six 35ft. buses are eligible for replacement. These vehicles have been included in Wichita Transit's fleet replacement schedule and the City's adopted capital improvement program.

Analysis: The useful life expectancy for 35ft. transit vehicles has been established by the Federal Transit Administration (FTA) as 12 years. Replacement of buses that are beyond their useful life will result in better control over maintenance costs and improvement in service dependability.

Wichita Transit recently received approval from the City Council to execute a grant to purchase up to 20 buses. Wichita Transit is now in the process of developing a RFP for the purchase of up to 75 buses over a five-year period. The current delivery time for bus orders is 18 months. Including the time to develop and distribute the RFP, Wichita Transit would not receive new buses until the spring of 2015.

Wichita Transit has requested and received approval from the FTA and the State of Minnesota to use the purchase option available under its open contract for the size and model of vehicle used by Wichita Transit. By utilizing this opportunity, Wichita Transit will receive an initial order of 10 buses in May, 2014. In addition to streamlining the delivery process, Wichita Transit will benefit from better unit pricing from Minnesota's 2013 order.

Financial Consideration: The cost per vehicle for this procurement is \$393,907. The total cost to acquire ten buses with the necessary enhancements is \$3,939,070. The funding breakdown for this procurement is \$3,269,428 federal portion (83%) and \$669,642 (17%) local match. The local match will be funded with general obligation bonds. This acquisition is included in the City's 2011-2020 Adopted Capital Improvement Program for 2014.

Legal Consideration: This method of procurement complies with the City's purchasing policy 2.64.020(J), *Intergovernmental Cooperative Contracts and Agreements*. The City's Law Department has reviewed and approved the procurement as to form.

Recommendation/Actions: It is recommended that the City Council approve the selection of the Gillig Corporation for the purchase of ten buses, authorize the Purchasing Manager to execute a purchase order, and approve the bonding resolution not to exceed \$3,939,070.

Attachments: The Piggyback Quote Letter from the Gillig Corporation and a resolution authorizing the purchase of buses and the issuance of bonds by the City of Wichita.

RESOLUTION NO. 13-071
160002

A RESOLUTION AUTHORIZING THE PURCHASE OF TEN 35-FOOT LOW-FLOOR TRANSIT BUSES WITH A COMBINATION OF FEDERAL GRANTS AND LOCAL MATCHING FUNDS AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO FUND THE PURCHASE PRICE

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

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

The replacement of transit buses based on the useful life expectancy schedule outlined in Federal Transit Administration guidelines.

SECTION 2: The cost of the purchase of the above-described vehicles are estimated to be **Three Million, Nine Hundred Thirty-nine Thousand Seventy Dollars (\$3,939,070)**, exclusive of the cost of interest on borrowed money. To the extent the cost of such vehicles is not paid by federal grants administered by Wichita Transit, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of City of Wichita Charter Ordinance No. 156 up to a maximum of **\$3,939,070**, exclusive of the financing cost on borrowed money.

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

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

PASSED by the governing body of the City of Wichita, Kansas, a this 23rd day of April, 2013.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



PIGGYBACK QUOTE LETTER

Date: April 10, 2013
Steve Spade
General Manager
City of Wichita KS.
777 East Watermen
Wichita KS 67202

Dear Steve:

Thank you for your interest to purchase eight to ten (8-10) 35ft buses by "piggybacking" off the State of Minnesota contract.

Attached you will find the variance list and price calculation sheet that would pertain to your order. Gillig is pleased to quote the following:

Eight to Ten (8-10)35ft BUSES@ \$393,907 each

This price is valid for thirty days and is FOB Wichita KS. Prices exclude any taxes and license fees. The production of your buses can be scheduled within 12 months from date of P.O. To maintain this production schedule we will require a firm purchase order within fifteen days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana
Gillig
Regional Sales Manager

GILLIG BUS QUOTATION
4/10/2013
WICHITA, KS ON 2013 STATE OF MINNESOTA CONTRACT
(8-10) 35' LOW FLOOR BUSES, SN: TBD

ITEM	WICHITA, KS	MN OPTIONS	OTHER OPTIONS
WHEELCHAIR RAMP	LIFT-U LU18	\$ 1,761.00	
ENGINE BLOCK HEATER	NOT REQUIRED	\$ (85.00)	
TRANSMISSION	ALLISON B400R	\$ 1,997.00	
AUTO TRACTION CONTROL	NOT REQUIRED	\$ (130.00)	
WHEELS / FINISH	MACHINE FINISH	\$ 1,075.00	
TIRES (GILLIG FURNISH)	LEASED	\$ (4,861.00)	
SPARE TIRE / WHEEL	(1) REQUIRED	\$ 817.00	
FUEL FILL	(1) EMCO WHEATON		\$ 513.00
FUEL GAUGE	NOT REQUIRED	\$ (130.00)	
REAR RUN BOX GAUGES, ELECTRIC	(2)	\$ (35.00)	
HVAC MOTORS (TK)	BRUSHLESS	INCL	
DRIVERS HEATER MOTORS	BRUSHLESS	INCL	
AUXILIARY COOLANT HEATER	THERMO 230	\$ 2,423.00	
FRONT DOOR THRESHOLD HEATER	REQUIRED	\$ 288.00	
REAR DOOR THRESHOLD HEATER	REQUIRED	\$ 449.00	
DRIVERS DASH FAN	(2)	\$ 76.00	
FRONT AD FRAME - INTERIOR	11"X17"		\$ 92.00
CURBSIDE AD FRAME	30" X 88"		\$ 132.00
STREETSIDE AD FRAME	30X144		\$ 171.00
REAR AD FRAME (OPEN BACK)	21" X 72"		\$ 121.00
DRIVERS SEAT	RECARO ERGO METRO	INCL	
DRIVERS SEAT HEADREST	REQUIRED	INCL	
DRIVERS 3 POINT SHOULDER BELT	REQUIRED	INCL	
PASSENGER WINDOWS	STD FRAME / TRANSOMS	INCL	
PASSENGER SEATS	4ONE CITISEAT		\$ (4,985.00)
OVERHEAD GRAB STRAPS	(8) REQUIRED	\$ 160.00	
AUX STOP LAMPS	(2) REQUIRED	\$ 150.00	
INTERIOR LIGHTS	LED	\$ 1,910.00	
PLEASURE RADIO	NOT REQUIRED	\$ (270.00)	
2-WAY RADIO ANTENNA	HAF 4002A	INCL	
ITS SYSTEM	AVAIL PRE-WIRE W/WLAN AND GPS ANTENNA		\$ 9,000.00
FRONT DESTINATION SIGNS	LUMINATOR AMBER	\$ 3,623.00	
SIDE DESTINATION SIGNS	LUMINATOR AMBER	\$ 1,313.00	
ROOF HATCHES (MANUAL)	(2)		\$ 250.00
HEATED & REMOTE EXTERIOR MIRRORS	REQUIRED	\$ 123.00	
VIDEO SURVEILLANCE SYSTEM	VERINT PRE-WIRE (6) CAMERA		\$ 1,936.00
SPORTSWORKS BIKE RACK	MOUNTING BRACKETS ONLY		\$ 298.00
CUP HOLDER	"BIG GULP" REQUIRED		\$ 112.00
EXTERIOR PAINT / GRAPHICS	4-COLOR, STD DECALS	\$ 1,760.00	
EXT WARRANTY COVERAGE-ENGINE	5 YR / 300,000	\$ 4,600.00	
EXT WARRANTY COVERAGE-TRANSMISSION	5 YR / 300,000		\$ 2,205.00
EXT WARRANTY COVERAGE-AXLE	3 YR / 150,000 MILES		\$ 1,143.00
EXT WARRANTY COVERAGE-HVAC	3 YR / UNLIMITED MILES		\$ 1,759.00
EXT WARRANTY COVERAGE-LIFT	3 YR/ UNLIMITED MILES (PARTS)		\$ 300.00
TRAINING	NOT INCLUDED		

TOTAL WICHITA, KS VARIANCES \$17,014.00 \$13,047.00

MN STATE 35' LOW FLOOR CONTRACT BASE UNIT PRICE	\$ 354,706.00
MN STATE CONTRACT ITEMS	17,014.00
WICHITA, KS 35' LOW FLOOR UNIT PRICE - MN STATE CONTRACT ITEMS	371,720.00
DELIVERY (\$2.50 / MILE)	4,140.00
WICHITA, KS 35' LOW FLOOR MN CONTRACT UNIT PRICE	\$ 375,860.00
OTHER OPTIONS	13,047.00
WICHITA, KS 35' LOW FLOOR TOTAL UNIT PRICE	\$ 388,907.00
SPARE / TOOLING BUDGET	5,000.00
WICHITA, KS 35' LOW FLOOR CURRENT UNIT PRICE (4/10/2013)	\$ 393,907.00

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council
SUBJECT: 2013 Cargill Care Grant - WATER Center (District III)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the grant application.

Background: The Wichita Area Treatment, Education and Remediation (WATER) Center's (101 East Pawnee) environmental education mission is to address water quality resources, emphasizing hydrological processes, groundwater remediation, impacts to public health and the environment, and the inter-relationship between groundwater and the Arkansas River. The facility provides a unique and important educational destination for schools, civic groups, and the general public.

On June 19, 2007, Environmental Health presented a conceptual exhibit plan prepared by Taylor Studios Inc. during a City Council workshop. The City Council recommended that the WATER Center seek outside grants and sponsors to fund additional exhibits.

The Cargill Cares council offers a grant which will provide partial funding for the next phase of exhibit installation for the WATER Center exhibit: "Water At Work."

Analysis: The Environmental Health division requests authorization to apply for the Cargill Cares Core Grant in the amount of \$39,000. The grant would fund a portion of the design, fabrication and installation of the exhibit titled "Water At Work." The WATER Center has identified \$18,000 in its donation fund to complete the exhibit.

If the Cargill Cares grant is not funded or only partially funded, additional funding sources will be identified before project efforts commence.

Financial Considerations: The grant does not require a match from the City.

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

Recommendation/Action: It is recommended the City Council approve the grant application, the grant award and authorize the necessary signatures.

Attachments: Exhibit Proposal.

CARGILL CARES
2013 CORE GRANT REQUEST



1. **Organization Name** WATER Center
Address 101 E. Pawnee
City, State, Zip Wichita, KS 67211
Phone # 316-350-3386 Fax # 316-350-3390
E-mail lalbers@wichita.gov
Web Site: www.wichita.gov/cityoffices/environmental/watercenter/

2. **Project Manager** Libby Albers, Environmental Specialist, WATER Center
Signature Authority Robert Layton, Manager, City of Wichita

3. **Material submitted via on-line application**
Cargill Contact: Scott Hartter

Are you a 501 (c) (3) corporation?: no - 170(c)1 as a part of the City of Wichita

Enter your Federal Tax ID number: 48-6000653

Do you receive United Way funds?: The WATER Center does not receive any United Way funds.

When is the event or when do you need the funds/products?: 2013-2014

Number of years in operation: 10 years

Number of people served annually: 10,000

Is this an Awareness Week or Jeans Week request? no

Name of Request: (Project) **“Water At Work” Education Exhibit**

Description of Event (Project):

Objective: visitors will discover how water is critical to the operation and success of commercial, industrial, and manufacturing industries

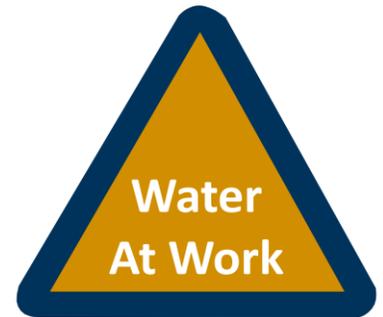
Deliverable: a bold, attention-grabbing exhibit that lets visitors see “behind the scenes” of local industries and businesses.

The “Water At Work” exhibit will:

- provide an opportunity to showcase local business and industry
- profile ways that industries conserve and reuse water in their processes
- help visitors understand that increased water quality and a reliable quantity are a necessity in the food production and manufacturing industries
- demonstrate that many of the items and services that the visitor uses daily, need water to make them possible

Visitors will learn about average daily water demand, and the customers with the largest water needs. Graphics, hands-on features and photographic images will further explore water use by a variety of industries including meatpacking, manufacturing, hotels and restaurants, stores and offices, and dairy farms and agri-businesses.

The exhibit Project is part of a larger vision for water education in Kansas. The WATER Center has developed conceptual designs for Captive Flow: The Endless Journey of Water--a self-guided, permanent exhibition designed to engage the public and broaden their understanding of water. When this fact-based exhibition is complete, visitors will embark on a journey of discovery through the anatomy of a water molecule, an alluvial aquifer, soil formation, water conservation practices, pollution pathways, and more. Eight of the fifteen interactive displays have been installed.





What are you requesting, monies or meat products?: Money

Amount you are requesting?: \$39,000

If the donation is going to be used for a fundraiser what is the estimated amount of money to be raised?: no

Do you need volunteers for this event?: yes

How Many?: 1-3

When?: during the development and review of the exhibit content and graphics.

How many people will be served by or profit from this request?: 10,000/year

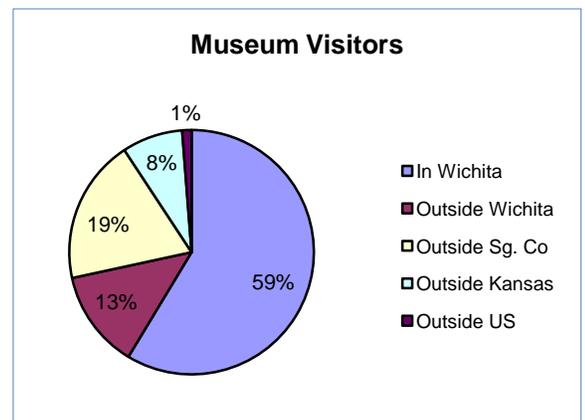
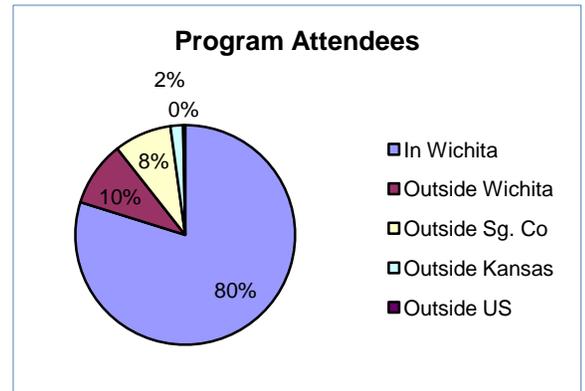
Who are they?: The WATER Center caters to both organized groups, like schools, as well as informal visitors such as families. In an effort to reach both audience types, the exhibition interpretive material will be written at a middle-school level, a level engaging for adults and simple for adults to interpret to younger children.

Visitor statistics:

- 80% of program attendees are Wichita residents
- 59% of museum visitors are Wichita residents
- 40% of environmental education programs are provided to school-aged children

How will the funds be used?: for final design, fabrication, and installation of the "Water At Work" exhibit.

Is there an opportunity for publicity for Cargill Cares through this event?: yes! Cargill Cares will also be permanently recognized in the Sponsors' Window.





4. IRS Tax-Exempt Letter

**Kansas Department of Revenue
Sales and Use Tax Entity Exemption Certificate**

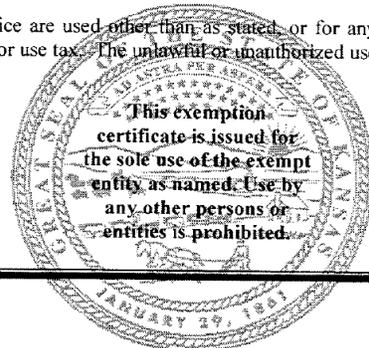
The Kansas Department of Revenue certifies this entity is exempt from paying Kansas sales and/or compensating use tax as stated below.

Kansas Exemption Number: KS6661U1HW

Expiration Date: 11/01/2014

The tax-exempt entity understands and agrees that if the tangible personal property and/or service are used other than as stated, or for any purpose that is not exempt from the tax, the tax exempt entity is liable for the state and local sales or use tax. The unlawful or unauthorized use of this certificate is expressly prohibited, punishable by fine and/or imprisonment.

City of Wichita
455 North Main
12th Floor
Wichita, KS 67202



EXEMPT ENTITY INFORMATION:

Authorization and scope:

- K.S.A 79-3606(b) & (d) - State of Kansas, political subdivisions of the state of Kansas (Kansas cities, counties, townships, special districts), nonprofit hospitals, and blood, tissue, or organ banks.
- Exemption applies to all direct purchase, rental or lease of tangible personal property and services, except purchases of goods for human habitation or purchases made for any business activity specifically taxable, and indirect purchases by a contractor for a real property project except as noted below.

Limitations:

- Only direct purchases are exempt through the use of this certificate.
- Except for state government, this entity qualifies for exemption on indirect purchases by a contractor through the issuance of a Project Exemption Certificate (PEC). Apply on-line at KDOR's web site: www.ksrevenue.org. The only State of Kansas agency allowed a PEC is a Kansas correctional institution. Indirect purchases by all other state agencies are subject to sales tax.
- This exemption does not apply to the purchase of any construction machinery, equipment or tools used in the constructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the exempt entity.
- Subject to sales tax are purchases of capital goods used for human habitation (i.e. residential housing and dormitories) to include materials for construction, remodeling or repair and furnishings such as beds, curtains, desks and furniture. Labor services on residential housing and dormitories are exempt as residential construction.
- All purchases of goods and services used in a business that is specifically taxable by the Sales Tax Act are subject to tax. This includes operation of a utility, restaurant, and selling of goods or services at retail.

Carol F. McMillan, Controller

Exempt Entity Authorized Signature (Officer, Office Manager or Administrator)

Carol F. McMillan, Controller

Printed Name

48-6000653

Federal ID Number

8-26-2009

Date

RETAILER INFORMATION:

- To qualify for exemption, the certificate must have an expiration date in the future and be signed by an authorized individual.
- Payment must be made by the entity on their checking account or on a credit/debit card issued to the entity. Acceptance of cash, personal checks, or personal credit/debit cards is not allowed for a tax exempt purchase.
- The entity must have a Kansas exemption certificate. Exemption certificates issued by other states are not valid in Kansas.
- Retailers are required to maintain a copy of the purchaser's certificate in their records for at least 3 years from the date of purchase. Retailers must maintain a current certificate on file.
- Selling tax exempt goods or services that are not exempt by statute may result in the assessment of tax.
- A completed certificate may be used as a blanket exemption for future purchases when of the same type and for the same exempt purpose.

Seller's name and address

Description of goods and/or services purchased

For additional information on Kansas sales and use taxes see Publication KS-1510, *Kansas Sales Tax and Compensating Use Tax* and Publication KS-1520, *Kansas Exemption Certificates*, located at: www.ksrevenue.org Questions would be directed to Taxpayer Assistance at 785-368-8222.

PR-78KS
(07/09)



5. List of Board of Directors, Management & Staff

a. Board of Directors

Currently, a Board of Directors does not dictate the direction of the WATER Center, rather it is directed by the Department of Public Works & Utilities and by the City Council.

The City of Wichita is a unit of local government, designated as a city of the first class (having a population greater than 150,000) by Kansas’s statutes. Wichita is located in Sedgwick County, Kansas, and is the largest city in the State of Kansas with a population of 382,368 and a metropolitan area with a population of 623,061.

The City governance is a Council-manager form of government with six Council Districts and a Mayor at large. The Mayor and a six-member Council serve as the policy making body for the City and appoints the City Manager who serves as the chief executive.

All can be reached at:

*City Hall, 1st Floor
City Council, MS 1-135
455 N. Main
Wichita, KS 67202*

Carl Brewer
City Mayor

Lavonta Williams
City Council District 1

Pete Meitzner
City Council District 2

James Clendenin
City Council District 3

Paul Gray
City Council District 4

Jeff Longwell
City Council District 5

Janet Miller
City Council District 6

b. Management

Robert Layton
Manager
City of Wichita

Alan King
Director
Public Works & Utilities

Don Henry
Assistant Director
Public Works & Utilities

Shawn Maloney
Interim Division Manager
Environmental Health

c. Staff - WATER Center

Libby Albers
Environmental Specialist
WATER Center

Kay Drennen (funded via the Water Utility)
Water Resources Analyst
WATER Center



6. Audited Financial Statement

The WATER Center does not receive a “statement” from a bank due to its government affiliation. Financial support is a portion of the City-approved budget for the Department of Public Works & Utilities, Division of Environmental Health, Environmental Assessment and Remediation Section. The following excerpt summarizes the City’s proposed and approved budgets for 2011-2014.

ENVIRONMENTAL ASSESSMENT & REMEDIATION TIF

Mission: To assess and remediate environmental contamination.

Public Works & Utilities Department

WWW.WICHITA.GOV

Service Description: State statute (K.S.A. 12-1771a) allows the City to fund the cleanup of an environmentally contaminated area using a special type of Tax Increment Financing (TIF). Environmental tax increment (decrement) financing involves the restoration of property values for properties in a contaminated area to their pre-contamination tax levels. Then a 20% increment of property tax produced by the “re-established” valuation is used to pay cleanup costs. The 20% level is linked to the tax values that were present at the time of inception of the TIF and does not increase as market property values escalate.



TIF District 1 was established in 1991 to fund the clean up of groundwater contamination in the Gilbert & Mosley Site; Gilbert & Mosley is located through the central corridor of Wichita and extends south to the Big Arkansas River; it encompasses most of the downtown core area and all of the Old Town Redevelopment District. TIF District 1 will remain active until 2021.

TIF District 2 was established in January 1996 to fund the clean up of groundwater contamination in the North Industrial Corridor (NIC); NIC is located directly north of the Gilbert & Mosley Site and encompasses the northern industrial area of Wichita and the rail corridor; it extends from 2nd Street north to 45th Street.

In both TIF Districts, the City of Wichita and the Kansas Department of Health and Environment (KDHE) signed settlement agreements to allow the City of Wichita to manage the investigation and clean-up of these large groundwater contamination sites. These actions allowed the City to avoid the stigma and economic stagnation inherent with being named as an EPA Superfund site.

STRATEGIES	GOAL ALIGNMENT
A Investigate, monitor, and remediate projects as they are identified.	2
B Track properties that have been cleared or have environmental use restrictions.	2

PERFORMANCE MEASURES	BENCHMARK	2009 ACTUAL	2010 ACTUAL	2011 ACTUAL	2012 TARGET	2013 TARGET	STRATEGY ALIGNMENT
Estimated Completion Date: Gilbert & Mosley Site	TBD	2062	2062	2062	2062	2062	A
Estimated Completion Date: North Industrial Corridor Site	TBD	NA	2095	2095	2095	2095	A

REVENUE BY FUND EXPENDITURES BY CATEGORY	2011 ACTUAL	2012 ADOPTED	2012 REVISED	2013 ADOPTED	2014 APPROVED
Environmental TIF Funds	3,610,611	15,351,696	4,948,934	16,209,845	4,783,758
TOTAL REVENUES	\$3,610,611	\$15,351,696	\$4,948,934	\$16,209,845	\$4,783,758
Salaries and Benefits	0	0	0	0	0
Contractuals	1,858,862	2,642,424	2,625,588	2,637,429	2,648,817
Commodities	31,961	51,906	51,906	53,624	53,624
Capital Outlay	0	21,500	21,500	23,000	23,000
Other	1,719,788	12,635,866	2,249,940	13,495,792	2,058,317
TOTAL EXPENDITURES	\$3,610,611	\$15,351,696	\$4,948,934	\$16,209,845	\$4,783,758
TOTAL POSITIONS / FTE	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0



7. Letter of Request

Grant Request: **Water At Work**
Funding Request: **\$39,000**

Cargill Cares Council -

Thank you for considering the WATER Center's request for core sponsorship. The WATER Center is requesting \$39,000 to complete the "Water At Work" interactive exhibit conceptually designed by Taylor Studios, Inc. Although \$18,000 in sponsorships from general donations is already allocated, additional monies are required to complete the design, fabrication and installation of the \$57,000 project.

Since opening in 2003, the WATER Center has provided environmental education—specifically water conservation, aquatic biology, and pollution prevention—to over 75,000 visitors and students. The WATER Center's museum exhibition challenges visitors to connect, on both on an intellectual and emotional level, with water in an effort to improve public adoption of water conservation and pollution prevention methods. Specifically, visitors who experience the unique learning environment of the WATER Center should leave with the appreciation that water is a finite substance that is recycled through natural systems over time. Visitors and students should also understand pollution pathways and be able to employ effective pollution prevention and water conservation measures.

As part of their water education experience, visitors and students journey through the hands-on museum, interacting with dynamic water-themed exhibits. Of the fifteen exhibits planned for the WATER Center, ten have been installed. Pending exhibit installations cover topics such as personal water use, water in commerce and industry, how water moves through the environment, and water's unique ability to exist in three phases in nature.

The "Water At Work" exhibit will provide an opportunity to showcase local business and industry, profile ways that industries conserve and reuse water in their processes, help visitors understand that increased water quality and a reliable quantity are a necessity in the food production and manufacturing industries, and that many of the items and services that the visitor uses daily, need water to make them possible. Visitors will learn about average daily water demand, and the customers with the largest water needs. Graphics, hands-on features and photographic images will further explore water use by a variety of industries including meatpacking, manufacturing, hotels and restaurants, stores and offices, and dairy farms and agri-businesses.

Quantitatively, the WATER Center measures the public's increased exposure to water information through attendance. Qualitatively, the long-term, intended impact for the education project is to break down misconceptions and increase pollution prevention and water conservation awareness. Based on an assessment by Falk and Dierking (1997), school aged children were able to remember events or details of school field trips well into adulthood. This memory was credited as "learning" from the field trip experience.

Thank you for considering collaborating with the WATER Center on this unique environmental education project.

Sincerely,

Libby Albers
Environmental Specialist
WATER Center Coordinator

**CARGILL CARES
2013 CORE GRANT REQUEST**



8. Itemized Project Budget

Exhibit Co-Sponsors

Donation Account	\$ 18,000
Amount Requested from Cargill Cares:	\$ 39,000
Total “Water At Work” Project Cost:	\$ 57,000

Cost Description - Exhibit Contractor, Taylor Studios, Inc.

Final Design	\$ 9,000
Fabrication of exhibit components	\$ 38,000
Installation	\$ 10,000
Total	\$ 57,000

Activity Timeline

If the grant is awarded, the anticipated timeline for *Water At Work* design, fabrication and installation will be as follows:

Date	Action	Management Team
June 2013	Notification of Award	Cargill Cares
	Presentation to City Council to accept the grant award and authorize contract with Taylor Studios, Inc.	WATER Center & Public Works & Utilities
	Taylor Studios, Inc. contacted to prepare draft contract	WATER Center
July 2013	Contract review and acceptance	Legal Department
August 2013	Schematic Design work	Taylor Studios Inc
	Design Development begins	Taylor Studios Inc & WATER Center
September 2013	Taylor Studios, Inc. submits Design Development Report	Taylor Studios Inc
	WATER Center approves Design Development	WATER Center
October 2013	Final Design	Taylor Studios Inc
November 2013	Begin Fabrication	Taylor Studios Inc
	Approval of photos for graphics	WATER Center
December 2013	Approval of final graphics	WATER Center
January 2014	50% Fabrication complete	Taylor Studios Inc
February 2014	90% Fabrication complete	Taylor Studios Inc
	Substantial completion	Taylor Studios Inc & WATER Center
March 2014	Installation	Taylor Studios Inc
April 2014	Exhibit complete and opens to the public	

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer to Serve Lakeside Acres First Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the amending resolution.

Background: On February 26, 2013, the City Council approved a petition and resolution to construct a sanitary sewer system in Lakeside Acres First Addition. A review of the bonding resolution revealed a technical error in the coordinates of Tracts A, B, and C. An amending resolution has been prepared to correct the error.

Analysis: The project provides sanitary sewer service in a new residential development south of 21st Street North, west of 127th Street East.

Financial Considerations: The project cost remains as previously approved.

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

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

Attachments: Amending resolution.

132019

First Published in the Wichita Eagle on April 26, 2013

RESOLUTION NO. 13-072

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 12, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST STREET NORTH, WEST OF 127TH STREET EAST) 468-84865** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 12, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST STREET NORTH, WEST OF 127TH STREET EAST) 468-84865** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 12, Main 14, Four Mile Creek Sewer (south of 21st Street North, west of 127th Street East) 468-84865**.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighty-Three Thousand Dollars (\$83,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2012**, exclusive of the costs of temporary financing.

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

LAKESIDE ACRES FIRST ADDITION

Tracts A through H

TRACT "A"

A tract of land lying within a portion of Lot 1, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southeast corner of said Lot 1; thence along the south line of said Lot 1 on a Kansas coordinate system of 1983 south zone bearing S89°13'46"W, 142.32 feet to the southwest corner of said Lot 1; thence along the west line of said Lot 1, N00°51'22"W, 120.81 feet; thence continuing along said west line N07°49'02"W, 18.85 feet; thence N82°10'59"E, 145.68 feet to the east line of said Lot 1; thence along said east line, S00°51'22"E, 157.39 feet to the POINT OF BEGINNING.

CONTAINING : 21,170 square feet ir 0.486 acres of land, more or less.

TRACT "B"

A tract of land lying within a portion of Lot 1, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lot 1, thence along the east line, of said Lot 1, on a Kansas coordinate system of 1983 south zone bearing of N00°51'22"W, 157.39 feet to the POINT OF BEGINNING; thence S82°10'59"W, 145.68 feet to the west line of said Lot 1; thence along said west line, N07°49'02"W, 54.76 feet; thence N89°08'38"E, 151.24 feet to said east line; thence along said east line, S00°51'22"E. 36.70 feet to the POINT OF BEGINNING.

CONTAINING: 6,764 square feet or 0.155 acres of land, more or less.

TRACT "C"

A tract of land lying within portions of Lots 1 and 2, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lot 1, thence along the east line of said Lot 1, on a Kansas Coordinate system of 1983 south zone bearing N00°51'22"W, 194.09 feet to the POINT OF BEGINNING, thence S89°08'38"W, 151.24 feet to the west line of said Lot 1; thence along said west line, N07°49'02"W, 50.82 feet to west common corner of said Lots 1 and 2; thence the west line of said Lot 2, N09°58'43"E, 5.44 feet; thence S83°53'43"E, 157.54 feet to said east line; thence along said east line, S00°51'22"E, 36.70 feet to the POINT OF BEGINNING.

CONTAINING: 7,130 square feet or 0.164 acres of land, more or less.

TRACT "D"

A tract of land lying within portions of Lots 1 and 2, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lot 1, thence along the east line of said Lot 1, on a Kansas Coordinate system of 1983 south zone bearing N00°51'22"W, 230.79 feet to the POINT OF BEGINNING, thence N83°53'43"W, 157.74 feet to the west line of said Lot 2; thence along said west line, N09°58'43"E, 41.71 feet; thence N89°08'38"E, 148.54 feet to east line of said Lot 2, thence along said east line, S00°51'22"E, 46.55 feet to the east common corner of said Lots 1 and 2; thence along the east line of said Lot 1, S00°51'22"E, 13.51 feet to the POINT OF BEGINNING.

CONTAINING 7,739 square feet or 0.178 acres of land, more or less.

TRACT "E"

A tract of land lying within portion of Lot 2, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lakeside Acres First Addition, thence along the east line of said addition, on a Kansas Coordinate system of 1983 south zone bearing N00°51'22"W, 290.85 feet to the POINT OF BEGINNING, thence S89°08'38"W, 148.54 feet to the west line of said Lot 2; thence along said west line, N09°58'43"E, 41.50 feet; thence N82°10'59"E, 141.78 feet to said east line, thence along said east line, S00°51'22"E, 57.94 feet to the POINT OF BEGINNING.

CONTAINING: 7,104 square feet or 0.163 acres of land, more or less.

TRACT "F"

A tract of land lying within portion of Lot 2, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lakeside Acres First Addition, thence along the east line of said addition, on a Kansas Coordinate system of 1983 south zone bearing N00°51'22"W, 348.79 feet to the POINT OF BEGINNING, thence S82°10'59"W, 141.78 feet to the west line of said Lot 2; thence along said west line, N09°58'43"E, 57.02 feet; then N89°08'38"E, 130.02 feet of said east line; thence along said east line, S00°51'22"E, 38.82 feet to the POINT OF BEGINNING.

CONTAINING: 6,373 square feet or 0.146 acres of land, more or less.

TRACT "G"

A tract of land lying within portion of Lot 2, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lakeside Acres First Addition, thence along the east line of said Lot 1, on a Kansas Coordinate system of 1983 south zone bearing N00°51'22"W, 387.61 feet to the POINT OF BEGINNING, thence S89°08'38"W, 130.02 feet to the west line of said Lot 2; thence along said west line, N09°58'43"E, 54.42 feet; thence S83°53'43"E, 120.68 feet to said east line; thence along said east line S00°51'22"E, 38.82 feet to the POINT OF BEGINNING.

CONTAINING: 5,800 square feet or 0.133 acres of land, more or less.

TRACT "H"

A tract of land lying within portion of Lot 2, Lakeside Acres First Addition, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the southeast corner of said Lakeside Acres First Addition, thence along the east line of said addition, on a Kansas Coordinate system of 1983 south zone bearing N00°51'22"W, 426.43 feet to the POINT OF BEGINNING, thence N83°53'43"W, 120.68 feet to the west line of said Lot 2; thence along said west line, N09°58'43"E, 105.27 feet to the northwest corner of said Lot 2; thence along the north line of said Lot 2, N89°13'46"E, 100.00 feet to the northeast corner of said Lot 2; thence along said east line, S00°51'22"E, 117.87 feet to the POINT OF BEGINNING.

CONTAINING: 12,231 square feet or 0.281 acres of land, more or less.

All subject to all covenants and agreements of record.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and or value: Tract A through H; LAKESIDE ACRES FIRST ADDITION shall each pay 1/8 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of April, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT Air Quality Improvement Program Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Air Quality Outreach and Education Project.

Background: In August, 2012, the City agreed to participate in Environmental Protection Agency's (EPA) Ozone Advance Program. The program encourages expeditious emission reductions in ozone attainment areas to help these areas continue to meet the National Ambient Air Quality Standards (NAAQS). The Kansas Department of Transportation (KDOT) is funding an Air Quality Outreach and Education project using Congestion Mitigation Air Quality (CMAQ) funds for implementation by the City. Air quality and education projects will be an important component of the City's Ozone Advance Path Forward Plan. The purpose of the CMAQ program is to fund transportation projects or programs that will contribute to attainment or maintenance of the NAAQS for ozone, carbon monoxide, and particulate matter. The City is proposing to use a portion of this funding to conduct a Clean Air Car Clinic at the Kidfest Green Zone, a community energy sustainability fair which will be held at Century II on May 4. The City will be partnering with Via Christi and Prairie Fire Marathon to promote green sustainable living in the community.

By implementing air quality outreach and education projects, the City can work towards improving air quality; thus, progressing towards achieving attainment status and ensuring compliance with the transportation conformity provisions of the Clean Air Act. Projects are funded through KDOT on an individual basis. Additional projects that are under consideration include implementing a transit bus ridership program and promoting bike ridership programs.

Analysis: Environmental Health has been responsible for the oversight of the Air Quality program for many years through Federal and State grant funding. Air Quality staff has proposed to perform a Clean Air Car Clinic, which will be held on May 4, 2013 in conjunction with the 17th Annual KidFest educational event. KidFest will be held at Century II from 9:00 AM to 5:00 PM with an expected attendance of three to five thousand residents.

Financial Consideration: Based on their emissions reductions, the Clean Air Car Clinic is eligible for CMAQ funding. The City of Wichita believes State and local governments can simultaneously reduce the costly impacts of congestion while also improving air quality. Staff estimates that \$19,050 will be charged to the CMAQ grant. Expenses are for staff and equipment used in the project. There is currently \$26,800 in the CMAQ outreach and education project.

Legal Consideration: The Law Department has reviewed and approved Form 1312 as to form.

Recommendation/Actions: It is recommended the City Council approve the project and authorize the necessary signatures.

Attachment: Form 1312.

CITY OF WICHITA Scope of Work

TITLE: Wichita Clean Car Clinic

Funding Source: FFY 2012 CMAQ funds

Project Start Date: April 23, 2013 **Project Completion:** August 31, 2013

Applicant: City of Wichita: Project Sponsor: Becky Lewis

Total Project: CMAQ Air Quality Education – Clean Air Car Clinics

General Project Description: This scope is for the development and implementation of a Wichita Clean Car Clinic to address emissions from vehicles that contribute to ozone formation and its chemical precursors in the Wichita MSA. Vehicle inspection and maintenance programs (I/M) help improve air quality by identifying high-emitting vehicles in need of repair (through visual inspection, emissions testing, and/or the downloading of fault codes from a vehicle's onboard computer). The goal of this project is to focus on public education and awareness for vehicle owner/operators to achieve the area's overall clean air strategy.

The Clean Car Clinics will be held throughout the 2013 Ozone Season (April 1 – October 31). Participants will be able to drive to a staging area where the vehicle tail pipe and gas cap will be tested for emissions.

- If the test fails because of a faulty gas cap, a coupon from a local auto parts store will be given to the vehicle owner to purchase a new one.
- If the vehicle fails the tail pipe emission test, a coupon from a local auto service facility will be given to supplement a portion of the diagnostics test. The coupon will also include clean air tips.
- If the car passes, a certificate will be given to the owner that will include clean air tips for vehicles such as no idling, proper tire pressure, etc. The citizen will also receive a complimentary tire gauge, purchased with Department of Energy EECBG funds.

Measurable Goals:

Number of Cars tested
Number of Gas Caps Replaced
Number of Diagnostics Tests Performed

Budget:

Item Description	Quantity	CMAQ Portion	Local Share	Total
Emissions Tester	1	\$7,320.00	\$1,830.00	\$9,150.00
Staff Time (hourly rate + fringe; total 180hrs)	Charles Anderson (55 hrs @ \$29.53/hr = \$1,624.15) Randy Owen (60 hrs @ \$45.44/hr = \$2,726.40) Tonya Bronleewe (65 hrs @ \$30.97 = \$2,013.05)	\$5,090.88	\$1,272.72	\$6,363.60
Promotional Materials **		\$2,829.12	\$707.28	\$3,536.40
Total	---	\$15,240.00	\$3,810.00	\$19,050.00

**Includes Informational Posters, Banner, Advertising, Traffic Signage, Gas cap and Service Coupons, and Certificates for each car tested.

CITY OF WICHITA Scope of Work

TITLE: Wichita Clean Car Clinic

Funding Source: FFY 2012 CMAQ funds

Project Start Date: April 23, 2013**Project Completion:** August 31, 2013

Applicant: City of Wichita: Project Sponsor: Becky Lewis

Total Project: CMAQ Air Quality Education – Clean Air Car Clinics

General Project Description: This scope is for the development and implementation of a Wichita Clean Car Clinic to address emissions from vehicles that contribute to ozone formation and its chemical precursors in the Wichita MSA. Vehicle inspection and maintenance programs (I/M) help improve air quality by identifying high-emitting vehicles in need of repair (through visual inspection, emissions testing, and/or the downloading of fault codes from a vehicle's onboard computer). The goal of this project is to focus on public education and awareness for vehicle owner/operators to achieve the area's overall clean air strategy.

The Clean Car Clinics will be held throughout the 2013 Ozone Season (April 1 – October 31). Participants will be able to drive to a staging area where the vehicle tail pipe and gas cap will be tested for emissions.

- If the test fails because of a faulty gas cap, a coupon from a local auto parts store will be given to the vehicle owner to purchase a new one.
- If the vehicle fails the tail pipe emission test, a coupon from a local auto service facility will be given to supplement a portion of the diagnostics test. The coupon will also include clean air tips.
- If the car passes, a certificate will be given to the owner that will include clean air tips for vehicles such as no idling, proper tire pressure, etc. The citizen will also receive a complimentary tire gauge, purchased with Department of Energy EECBG funds.

Measurable Goals:

Number of Cars tested

Number of Gas Caps Replaced

Number of Diagnostics Tests Performed

Budget:

Item Description	Quantity	CMAQ Portion	Local Share	Total
Emissions Tester	1	\$7,320.00	\$1,830.00	\$9,150.00
Staff Time (hourly rate + fringe; total 180hrs)	Charles Anderson (55 hrs @ \$29.53/hr = \$1,624.15) Randy Owen (60 hrs @ \$45.44/hr = \$2,726.40) Tonya Bronleewe (65 hrs @ \$30.97 = \$2,013.05)	\$6,363.60	\$0.00	\$6,363.60
Promotional Materials **		\$3,036.40	\$500	\$3,536.40
Total	---	\$15,240.00	\$2,330.00	\$19,050.00

**Includes Informational Posters, Banner, Advertising, Traffic Signage, Gas cap and Service Coupons, and Certificates for each car tested.

City of Wichita
City Council Meeting
April 23, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Improvements to Pawnee, from Hydraulic to Grove (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement and revised budget.

Background: On December 13, 2005, the City Council approved a design agreement with Mid-Kansas Engineering Consultants, Inc. (MKEC) which provided for improvements to Pawnee Avenue from Southeast Boulevard to Hillside. The scope of services in the original agreement also included evaluation of the existing geometrics of Southeast Boulevard, but for the purpose of revised pavement markings only.

Analysis: Original plans were drafted in 2006, with a significant amount of survey and design work completed for the original scope, from Southeast Boulevard to Hillside. Proposed construction funding for the project was reprioritized in the Capital Improvement Program (CIP) and the design was put on hold. Since that time, commercial development has occurred, primarily in the area between I-135 and Hydraulic. Traffic counts have increased considerably at both the Hydraulic and Southeast Boulevard intersections during this time, while the primarily residential traffic between Grove and Hillside is well accommodated by the existing roadway.

In 2012, the project was selected for federal funding in the Transportation Improvement Program, through the Wichita Area Metropolitan Planning Organization, based on a revised project scope from Hydraulic to Grove. Previously, the City was obligated to fund the entire project, but federal funding will now cover a significant portion of the construction cost. A revised scope of services was requested of MKEC to update the existing plans. The completed design work in the eliminated section is an unrecoverable cost, but is available for use in future projects if needed.

Proposed changes to the scope of services include the design of improvements to Pawnee from west of Hydraulic to east of Grove; reconstruction of the Hydraulic and Southeast Boulevard intersections; connection to the Burlington Northern Santa Fe (BNSF) railroad tracks; and geometric improvements to Pawnee in the I-135 interchange area. All design and plan preparation work will now follow Kansas Department of Transportation (KDOT) requirements to maintain the federal funding.

State/Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

Supplemental Agreement No. 1 has been prepared to authorize the additional work.

Financial Considerations: Payment to MKEC for Supplemental Agreement No. 1 is on a lump sum basis in the amount of \$117,833. The approved design fee to date is \$129,000. With this supplemental agreement, the total design fee will be \$246,833. The 2011-2020 adopted CIP includes \$100,000 in General Obligation (GO) bonds in 2012 and \$4,300,000 in GO bonds in 2015 for this project. Based on the revised timing of expected federal funding, and to complete the design work necessary to ensure the availability of federal funds, staff recommends initiating \$250,000 in General Obligation bonds for design and right-of-way acquisition, which will allow for capturing \$2,755,917 in federal funding for construction in 2016.

Legal Considerations: The Law Department has approved Supplemental Agreement No. 1 and amending ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement, approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures. State/Federal funding administered through the KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

Attachments: Supplemental Agreement No. 1, CIP sheet, and amending ordinance.

CAPITAL IMPROVEMENT							
PROJECT AUTHORIZATION							
CITY OF WICHITA							
		USE: To Initiate Project <input type="checkbox"/> To Revise Project <input checked="" type="checkbox"/>	1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.				
1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arc	3. Date 3/26/2013	4. Project Description & Location Pawnee, between Hydraulic and Grove				
5. CIP Project Number B-	6. Accounting Number	7. CIP Project Date (Year) 2013	8. Approved by WCC Date				
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised					
12. Project Cost Estimate			12A.				
ITEM	GO	SA	KDOT	TOTAL	Yes	No	
Right of Way					Platting Required	<input type="checkbox"/>	<input type="checkbox"/>
Paving, grading & const.	\$250,000			\$250,000	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>
Bridge & Dam					Petition	<input type="checkbox"/>	<input type="checkbox"/>
Drainage					Ordered by WCC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer					Remarks: 472-84303		
Sidewalk							
Water							
Traffic Signals & Turn Lanes							
Totals	\$250,000			\$250,000			
Total CIP Amount Budgeted							
Total Prelim. Estimate							
13. Recommendation: Approve the revised budget and place the amending ordinance on first reading.							
Division Head	Department Head		Budget Officer		City Manager		
			Date		Date		

TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to PAWNEE FROM HYDRAULIC TO GROVE (previously titled Pawnee, K-15 to Hillside) (Project No. 472 84303).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Design of improvements on Pawnee from the west side of Hydraulic to the east end of return of the Southeast Boulevard intersection and the Hydraulic intersection and Hydraulic Street from the south of Carson to the BNSF railroad tracks, as well as an added storm sewer for drainage (see attached for further details).

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the additional professional services as outlined in this supplemental agreement will increase the total contract by **\$117,833.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this ____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

ATTEST:

MKEC ENGINEERING CONSULTANTS, INC.

Kansas City Oklahoma City Wichita

March 15, 2013

Mr. Gary Janzen, P.E.
Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement
Pawnee from Hydraulic to Grove

Dear Mr. Janzen:

Per the City's request, MKEC agrees to a change in design scope for the project noted above.

The current contract scope is for the design of the reconstruction of Pawnee Avenue from the east curb return of the Southeast Boulevard intersection to the west curb return of Hillside Avenue. Within this section, the scope includes evaluating the current condition of the concrete pavement in the I-135 interchange area. The current scope also includes evaluating the existing Southeast Boulevard geometrics primarily for the purpose of restriping the intersection to match new pavement geometrics east of the intersection. Also, an 8" water line extension in El Rancho to connect to an existing 16" line in Pawnee is also part of the current scope.

The proposed changes in design scope are to include the design of improvements on Pawnee from the west side of Hydraulic to the east end of return of the Southeast Boulevard intersection. This will include the reconstruction of the Southeast Boulevard intersection and the Hydraulic intersection and Hydraulic Street from south of Carson to the BNSF railroad tracks. The proposed scope change will also include the design of geometric improvements to the existing concrete portion of Pawnee in the I-135 interchange area. The new scope will eliminate the design of improvements to Pawnee east of Poplar Street. MKEC will prepare a short report on the drainage study already performed for the east half of Pawnee being eliminated from the scope. The study addresses how new storm sewer constructed with the east half will improve drainage in an existing storm system serving Pawnee and serving the Hillside and Stafford area where drainage problems persist. Also, a water line extension in El Rancho Street will be excluded from the revised scope.

The revised scope will also reflect the use of federal funds for construction. As a result, the project design will follow KDOT design and plan preparation requirements normally applicable on City of Wichita projects receiving federal funding and the design process will be subject to KDOT plan reviews and coordination. The new scope will also include effort for coordination with the BNSF railroad regarding the two railroad crossings within or abutting the proposed street improvements.

MKEC proposes a supplemental design fee of \$117,833.00 to perform the design of the revised scope. The fee is rationalized in below.

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Rationalization No. 1: The current scope includes 3,400 feet of new street design and 1,400 feet of street rehab design (excluding southeast Blvd. intersection). The new scope will involve 4,600 feet of new street design (excluding southeast Blvd. intersection). The fee difference is as follows:

Subtract: 2,050 feet of new street design between Poplar and Hillside at \$30/ft. = (\$61,500.00)
Add: 550 feet of new street design west of the SE Blvd. intersection at \$30/ft. = \$16,500.00
Add: 1,300 feet of new street design on Hydraulic at \$30/ft. = \$39,000.00
Subtract: 1,400 feet of existing street rehab design near I-135 Intch. at \$7.50/ft. = (\$10,500.00)
Add: 1,400 feet of new street design near I-135 Intch. at \$30/ft. = \$42,000.00
Total contract increase = \$25,500.00

The current scope includes evaluating the existing Southeast Boulevard geometrics primarily for the purpose of restriping the intersection to match new pavement geometrics east of the intersection. The new scope will include the complete reconstruction of the intersection with new geometrics for crosswalks, sidewalks, ramps and medians and left turn lanes added to Pawnee.

Add: New intersection design = \$45,000.00
Subtract: Existing intersection evaluation = \$ 5,000.00
Total contract increase = \$40,000.00

The new scope will require KDOT coordination and an increase in time for the KDOT review process.
Total contract increase = \$15,000.00

The new scope will require BNSF coordination and an increase in time for BNSF reviews.
Total contract increase = \$10,000.00

As noted above, approximately 2,000 feet of Pawnee will be removed from the new scope. Although eliminating the design for this stretch was accounted for above, MKEC has already performed design surveys and prepared concept designs on this portion of the project. A short drainage report will still be prepared as part of this work to document concept design conclusions that can be constructed with a later project.

Add: Concept design for 2,000 feet of street and storm sewer = \$ 8,500.00
Add: Design surveys for 2,000 feet of street = \$ 6,333.00
Add: Drainage report for future storm improvements = \$ 3,000.00
Total contract increase = \$17,833.00

Additional surveys have been necessary to update the existing topography since the original design survey was performed in 2006. Items included in the additional survey include changes associated with the ten foot bike trail along Pawnee, bus stop pads, and the reconstruction of Minneapolis Street south of Pawnee.

Add: Additional survey items = \$2,000.00

As stated above, the water line work in El Rancho will be eliminated from the project.

Subtract: Water line design as per the original contract = \$3,000.00

To date, approximately \$75,000 of the original \$129,000 contract has been performed, leaving \$54,000 to be performed at 2011 or higher rates instead of the original 2005 contract rates.

Add: \$54,000 at 3% inflation for six years = \$10,500.00

Total contract increase using rationalization No. 1 = \$117,833.00

Rationalization No. 2: If MKEC were to prepare a fee for the revised project scope as if the project were just starting today, that fee would likely be around \$230,000. The current construction cost estimate is roughly \$4,800,000. This would make the design fee 4.8% of the construction cost. For a project of this size, the fee seems appropriate.

Subtracting the current design fee of \$129,000 from the proposed \$230,000 fee figures the fee increase to be \$101,000. Adding in the additional work already performed on portions of the project no longer in existence computes as follows:

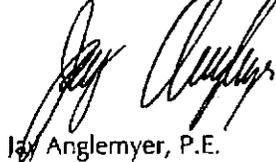
Add: Concept design for 2,000 feet of street and storm sewer =	\$ 8,500.00
Add: Design surveys for 2,000 feet of street =	\$ 6,333.00
Add: Drainage report for future storm improvements =	\$ 3,000.00
Add: Additional survey items =	<u>\$ 2,000.00</u>
Total additional work above proposed project =	\$19,833.00

Total contract increase using rationalization No. 2 = \$120,833.00

Based on the rationalizations given above, the proposed supplemental fee is in order with what should be expected. Thank you for your consideration of this supplemental design proposal. If you would like to discuss this in greater detail, please contact me.

Sincerely,

MKEC ENGINEERING CONSULTANTS, INC.



Jay Anglemeyer, P.E.

JRA/cw
Attachments

132019

First Published in the Wichita Eagle on

ORDINANCE NO. 49-491

AN ORDINANCE AMENDING ORDINANCE NO. **46-852** DECLARING **PAWNEE, BETWEEN K-15 HIGHWAY AND HILLSIDE (472-84303)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 1 of Ordinance No. **46-852** is hereby amended to read as Follows:

“SECTION 1. That **Pawnee, between Hydraulic and Grove (472-84303)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.”

SECTION 2. SECTION 2 of Ordinance No. **46-852** is hereby amended to read as Follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Pawnee, between Hydraulic and Grove** as a main trafficway in the following particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility.”

SECTION 3. SECTION 3 of Ordinance No. **46-852** is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvements is estimated to be **Two Hundred Fifty Thousand Dollars (\$250,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 4. The original SECTIONS 1, 2 and 3 of Ordinance No. **46-852** are hereby repealed.

SECTION 5. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Second Reading Ordinances for April 23, 2013 (first read on April 16, 2013)

**A. Public Hearing and Issuance of Industrial Revenue Bonds (Douglas Place, LLC)
(District I)**

ORDINANCE NO. 49-484

An ordinance authorizing the City of Wichita, Kansas to issue its Industrial Revenue Bonds, Series II, 2013 (Douglas Place, LLC) (taxable under federal law), in the aggregate principal amount not to exceed \$17,000,000 for the purpose of constructing and acquiring a commercial facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

**B. Public Hearing and Approval of a Façade Improvement Project - 915 West Douglas
(District IV)**

ORDINANCE NO. 49-485

An ordinance levying and assessing maximum special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the City of Wichita, Kansas, as authorized by Resolution No. 13-058 of the City (915 West Douglas Façade Improvement District).

C. Public Hearing and Adoption of Southfork Development Agreement and Pipeline Relocation and Reimbursement Agreement. (District III)

ORDINANCE NO. 49-486

D. Amendments to Chapter 3.11 and 4.16 of the City Code Relating to Community Events and Consumption of Alcoholic Liquor within Temporary Entertainment Districts.

ORDINANCE NO. 49-487

An ordinance amending Sections 3.11.070, 3.11.080, 3.11.090, and 3.11.150 and creating Sections 3.11.055 and 4.16.070 of the Code of the City of Wichita, Kansas, pertaining to community events and alcoholic liquor and repealing the originals of said sections.

E. Nuisance Abatement Assessments (Districts I, III, IV, V & VI)

ORDINANCE NO. 49-488

An ordinance making a special assessment to pay for the cost of abating certain public health nuisances (lot clean up) under the provision of Section 7.40.050 of the code of the City of Wichita, Kansas. Be it ordained by the governing body of the City of Wichita, Kansas.

F. Nuisance Abatement Assessments (All Districts)

ORDINANCE NO. 49-489

An ordinance making a special assessment to pay for the cost of cutting weeds in the City of Wichita, Kansas.

G. Public Hearing and Adoption of South fork Phase A Redevelopment Project Plan. (District III)

ORDINANCE NO. 49-490

An ordinance adopting a project plan for the Southfork Phase a project in the Southfork Redevelopment District.

City of Wichita
City Council Meeting
April 23, 2013

TO: Wichita Airport Authority

SUBJECT: INTRUST Bank, NA
Supplemental Agreement No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Since 2007, INTRUST Bank, NA (Intrust) has been providing automatic teller machine (ATM) services at two locations in the terminal building at Wichita Mid-Continent Airport. There is one ATM located in the pre-security (public area) of the main floor of the terminal building. The second ATM is located in the post-security (passenger) area of the east concourse. The availability of ATM services is an important feature for the convenience of the Airport's customers.

Analysis: The current agreement is set to expire May 7, 2013. Intrust is desirous of extending the term for a period of 19 months, commencing May 8, 2013, and ending December 31, 2014. Commencing January 1, 2015, the agreement may be automatically renewed on a month-to-month basis until the existing airline terminal closes. Selection of an ATM provider for the new terminal building will be completed so that ATM services will be available when the new terminal is opened for business in the spring of 2015.

Financial Considerations: Revenue to the Wichita Airport Authority (WAA) will continue at the current fixed fee of \$200 per month, in addition to 50% of the surcharge income generated from users of the ATMs.

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

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

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 2

By and Between

THE WICHITA AIRPORT AUTHORITY
and
INTRUST BANK, NA

Automated Teller Machine
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 2, dated April 23, 2013, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (OWNER); and INTRUST BANK, NA., the (FINANCIAL INSTITUTION).

The parties previously entered into an Agreement dated May 8, 2007 to provide service for automated teller machine services in the existing Terminal Building on Wichita Mid-Continent Airport; and Supplement No. 1, dated May 24, 2011; and

The OWNER and FINANCIAL INSTITUTION now wish to enter into this Supplemental Agreement No. 2 to extend the term of this Agreement.

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement:

1.

ARTICLE 3 - Term, of the original Agreement shall be modified as follows:

The term of the Agreement shall be extended for a period of nineteen months, commencing May 8, 2013 and ending December 31, 2014.

It is acknowledged that the process and timeline for selecting a contractor to operate/manage the automated teller machine services for the new terminal has not been determined at this time. With the mutual consent of the parties, the term of this extension may be automatically renewed on a month-to-month basis, commencing January 1, 2015, until such time as the process for competitive public selection of a management/operation contractor for the new terminal building has been completed and opened for business.

2.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"OWNER"

By _____
Victor D. White, Director of Airports

ATTEST:

INTRUST BANK, NA

By _____
Title _____

By _____
Title _____
"FINANCIAL INSTITUTION"

APPROVED AS TO FORM: _____ Date: _____
Director of Law