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**FINAL**  
CITY COUNCIL  
  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. November 19, 2013

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
  - Invocation
  - Pledge of Allegiance
  - Approve the minutes of the regular meeting on November 5, 2013
- 

**AWARDS AND PROCLAMATIONS**

- Proclamations:  
  
Via Christi Village on Ridge Road Day  
Children's Grief Awareness Day  
National Farm-City Week
- Service Award:  
  
Sgt. Allen Wolf
- Special Recognition:  
  
Day of Remembrance and Reflection on the life of President J.F. Kennedy

**I. PUBLIC AGENDA**

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

1. Todd Kelly – Concerns with City Government.

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 28)**

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.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

1. **Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds, Larksfield Place.** (District II)

RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Larksfield Place, in an amount not-to-exceed \$30,000,000, and authorize the necessary signatures.

**IV. NEW COUNCIL BUSINESS**

1. **Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds, High Touch/120 S. Main, LLC.** (District I)

RECOMMENDED ACTION: 1) Close the public hearing and approve a one-year Letter of Intent to 120 S. Main, LLC/High Touch, for Taxable Industrial Revenue Bonds in an amount not-to-exceed \$2,000,000, subject to the Letter of Intent Conditions; 2) approve a 100% tax abatement on all bond-financed property for an initial five-year period plus an additional five years following City Council review subject to payments-in-lieu-of-taxes; 3) authorize the application for a sales tax exemption on bond-financed property; 4) authorize the preparation of the form of a release of judgment and a satisfaction of judgment form for the 110 S. Main building; 5) authorize a satisfaction of judgment form for the parking garage structure should the owner offer a quitclaim deed in exchange for the satisfaction; 6) authorize an agreement to provide up to 180 parking spaces at \$35 per space per month for five years; and 7) authorize necessary signatures.

2. **Public Hearing and Issuance of Industrial Revenue Bonds, Wesley Medical Center, LLC.** (District I)

RECOMMENDED ACTION: Close the public hearing, place on second reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$35,500,000 to Wesley Medical Center, LLC, and authorize the necessary signatures.

3. Grocery, Tobacco, and Child Care Fee Adjustments.

RECOMMENDED ACTION: Place the ordinances on first reading, adopt the fee resolution, authorize the necessary signatures, and approve the new position.

4. Water and Sewer Rate Increases.

RECOMMENDED ACTION: Place the Water Rate and Sewer Rate Ordinances on first reading, with second reading to be held over until December 3, 2013, and authorize the necessary signatures.

5. Century II Planning and Design Study.

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

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 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.

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

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

**Fern Griffith, Housing Member is also seated with the City Council.**

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

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

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 28)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated November 18, 2013.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2013</u>	<u>Address</u>
Norman Massey Jr.	Circle Cinema	2570 S. Seneca

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Matthew Ryan	Two Brothers BBQ and Burger Grill*	3134 E. Douglas
Ronald A. Meyer	Pine Bay Golf Course Inc.*	6615 S. Grove
Erica Torres	El Rancho**	2801 North Broadway

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Kevin Schemm	Dillons #96***	5500 East Harry
Debbie Dolash	Casey's General Store #2965***	11931 W. Central Ave.
Kashif A. Khan	Phillips 66***	715 W. 13th St.
Don Farquhar	Rolling Hills Country Club Golf Shop***	9612 W. Maple

- \* 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.

4. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.

- a. Community Events – Food Trucks at the Fountains. (District I)

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/Contract:

- a. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan.

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

7. Change Order:

- a. Change Order No. 10 - Central Avenue from 135th to 119th Streets West. (District V)

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

8. Minutes of Advisory Boards/Commissions

Board of Appeals of Plumbers and Gas Fitters, October 2, 2013

Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Broiler, October 3, 2013

Board of Building Code Standards and Appeals, October 7, 2013

Police & Fire Retirement System, September 25, 2013

Wichita Airport Advisory Board, October 7, 2013

Joint Investment Committee, October 3, 2013

Joint Investment Committee, October 30, 2013

RECOMMENDED ACTION: Receive and file.

9. Contracts and Agreements for October 2013.

RECOMMENDED ACTION: Receive and file.

10. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons.

11. City of Wichita Employees' Deferred Compensation Plan Amendment to the Great-West Agreement for Recordkeeping and Communication Services.

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

12. Nuisance Abatement Assessments, Lot Clean Up. (Districts I, III, IV, V and VI)

RECOMMENDED ACTION: Approve the proposed assessment and place the ordinance on first reading.

13. Nuisance Abatement Assessments, Cutting Weeds.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

14. Extension of Contract with Public Safety Corporation (PSC) for False Alarm Billing.

RECOMMENDED ACTION: Approve the contract extension and authorize the appropriate signatures.

15. Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Public Right of Way for the East Kellogg Freeway Project. (District II)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court in the amount of \$19,685,660 for acquisition of property and easements condemned in the subject case.

16. Legal Services for the North Industrial Corridor Project.

RECOMMENDED ACTION: Approve and authorize the Mayor to sign the agreement for Legal Services.

17. North Industrial Corridor - Kansas Platting Settlement Agreement.

RECOMMENDED ACTION: Approve and authorize the Mayor to sign the settlement agreement.

18. Second Reading Ordinances: (First Read November 5, 2013)

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.

19. \*ZON2013-00022 – Zone change from B Multi-Family Residential (B) to LC Limited Commercial (LC) on property generally located south of 13th Street North on the east side of Hillside Avenue. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change contingent on dedication of access control, dedication of street right-of-way and a covenant, and place the ordinance establishing the zone change on first reading (simple majority required).

20. \*CUP2013-00031 and ZON2013-00023 - Amendment to the Schofield Honda Commercial Community Unit Plan (CUP) DP-305 and zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (LC) on property generally located on the north and south sides of East Orme Street, between South Drury Lane and South Gouverneur Road (6932 East Orme Street and all lots located on the south side of East Orme Street between south Drury Lane and South Gouverneur Road. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the creation of the Scholfield Honda Commercial CUP DP-305 and the zone change to LC Limited Commercial, subject to re-platting within one year and the recommended conditions of approval (simple majority vote); withhold publication of the ordinance until the re-plat is recorded and authorize the Mayor to sign the ordinance.

21. \*SUB2012-00027 -- Plat of The Ranch Addition located on the southwest corner of 21st Street North and 159th Street East. (District II)

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

22. \*SUB2013-00027 -- Plat of Courtyards at Auburn Hills Addition located north of Kellogg, on the west side of 135th Street West. (District IV)

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

23. \*SUB2013-00029 -- Plat of Clear Creek 2nd Addition located south of Kellogg, west of 143rd Street East. (District II)

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

24. \*SUB2013-00039 -- Plat of QuikTrip 15th Addition located on the northwest corner of Central and Oliver. (District I)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

25. \*SUB2013-00040 -- Plat of Kansas Aviation Museum Addition located south of 31st Street South, east of Oliver. (County)

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

26. \*SUB2013-00041 -- Plat of Spilled Wine Addition located south of 21st Street North, on the east side of Greenwich. (District II)

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

27. \*A13-07 - Request by Spilled Wine LLC to annex lands generally located east of Greenwich Road approximately one-half mile north of 13th Street North. (District II)

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

## **II. CONSENT HOUSING AGENDA ITEMS**

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

**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.

28. **\*Electrical Cabling and Substation "A" Upgrade, Package 25 - Westar Agreement for Primary Feed and Transformers - Wichita Mid-Continent Airport.**

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

City of Wichita  
 City Council Meeting  
 November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds (Larksfield Place) (District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Unfinished Business

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

**Background:** On April 2, 2013, the Wichita City Council approved a six-month letter of intent (“LOI”) for Larksfield Place (“Larksfield”) for the issuance of Health Care Facilities Revenue Bonds in an amount not to exceed \$30 million. The original request for the issuance of bonds was deferred on June 11 and pulled from the June 18<sup>th</sup> City Council agenda due to a soft bond market. The LOI was extended through April 2, 2014 by the City Council on September 17, 2013, to allow Larksfield more time to market the bonds. Bond proceeds will be used to refund the 1999 and 2007 bonds and to finance construction and renovation and addition of approximately 10,000 square feet of Larksfield’s facilities located at 2828 N. Gouverneur. Larksfield Place is requesting issuance of the bonds at this time.

**Analysis:** Larksfield Place is a not-for-profit comprehensive retirement and nursing facility that has operated in Wichita for over 24 years. Larksfield provides continuum of care retirement services including independent living, assisted living, home health care, dementia care and other ancillary services for the elderly. Bond proceeds will refund the 1999 and 2007 bonds to achieve interest cost savings. In addition, approximately \$3,000,000 of bond proceeds will be used to finance the construction of a 7,000 square foot addition to the existing skilled nursing facility and renovate 3,000 square feet of the existing facility including nursing and administrative office space, employee training rooms, employee break room, resident activity and dining space and resident bathing facilities. The project also includes replacement and reconfiguration of the heating, cooling and emergency power systems.

As a not-for-profit 501 (c)(3) corporation, Larksfield Place is eligible to use tax-exempt revenue bonds under the Federal tax code, so long as a municipal issuer agrees to issue the bonds. The bonds will be underwritten by the brokerage firm HJ Sims Company and reoffered to public investors. The City’s bond counsel firm, Gilmore & Bell, PC is serving as Bond Counsel in the transaction.

The project estimates are as follows:

<u>Estimated Sources of Funds</u>	
Bond Proceeds	\$28,695,000
Series 2007 Debt Service Reserve	912,400
Series 1999 Debt Service Reserve	<u>1,402,213</u>
Total Sources	\$31,009,613
<u>Estimated Uses of Funds</u>	
Refunding Escrow Deposits	\$25,110,000
Project Fund Deposits	3,000,000
Debt Service Reserve Fund Deposits	2,359,698
Underwriter’s Discount	373,200
Cost of Issuance	<u>166,715</u>
Total Uses	\$31,009,613

Larksfield Place currently has an approved EEO/AA Plan on file with the City and agrees to comply with standard letter of intent conditions, with the exception noted in Legal Considerations below.

**Financial Considerations:** Larksfield Place agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual Industrial Revenue Bond (IRB) administrative fee for the term of the bonds. Larksfield Place is generally exempt from ad valorem property taxes pursuant to Kansas law. Therefore, no tax exemption is requested in connection with the issuance of Health Care Facilities Revenue Bonds.

**Legal Considerations:** Bond documents for the issuance of the bonds have been prepared by Bond Counsel. The final form of the bond documents are subject to review and approval by the Law Department prior to the issuance of any bonds.

Larksfield Place has requested a waiver of the current IRB letter of intent condition regarding the form of tenant's counsel opinion letter required to be submitted to the underwriter and City prior to the closing of an underwritten bond issue, known as an SEC Rule 10b-5 letter. The City's bond counsel firm, Gilmore & Bell, PC, has researched this matter and recommends that the City allow the more common "negative assurance" 10b-5 opinion. The Law Department concurs with Bond Counsel's recommendation. This waiver was approved by the City Council in its action on April 2, 2013.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Larksfield Place, in an amount not-to-exceed \$30,000,000, and authorize the necessary signatures.

**Attachments:** Bond Ordinance

(Published in *The Wichita Eagle*, November 29, 2013)

**ORDINANCE NO. 49-606**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES III, 2013 (LARKSFIELD PLACE), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, REMODELING AND EQUIPPING IMPROVEMENTS TO AN EXISTING SENIOR LIVING FACILITY AND REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**WHEREAS**, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq* .and K.S.A. 10-116a, all, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for the promotion and advancement of physical and mental health, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities and to issue revenue bonds for the purpose of refunding such bonds; and

**WHEREAS**, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and the State of Kansas that the Issuer issue its Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2013, in the aggregate principal amount of not to exceed \$30,000,000 (the “Series 2013 Bonds”), for the purpose for the purpose of providing funds, together with other available funds of Larksfield Place Retirement Communities, Inc., a Kansas not for profit corporation (the “Corporation”), to be used (i) to acquire, construct, reconstruct, improve, equip, furnish, repair, enlarge and remodel existing retirement and health care facilities (the “Project” and, together with certain other property described in the Bond Indenture herein authorized, the “Facilities”), (ii) to current refund all the Issuer’s outstanding Health Care Facilities Refunding and Improvement Revenue Bonds, Series I, 1999 (Larksfield Place) (the “Series 1999 Bonds”), (iii) to current refund all of the Issuer’s outstanding Health Care Facilities Improvement Revenue Bonds, Series IV, 2007 (Larksfield Place) (the “Series 2007 Bonds”), (iv) to fund a debt service reserve fund for the Series 2013 Bonds, and (v) to pay costs related to the issuance of the Series 2013 Bonds; and

**WHEREAS**, the Series 2013 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Bond Indenture herein authorized, including revenues from the lease of the Facilities to the Corporation; and

**WHEREAS**, the Issuer has previously issued its Retirement Community Revenue Bond, Series III, 2010 (Larksfield Place Retirement Communities, Inc. Project) (the “Series 2010 Bonds”) for the purpose of providing funds to acquire, construct and equip an assisted living facility which has been leased by the Issuer to the Corporation pursuant to a Lease Agreement dated as of May 1, 2010 (the “2010 Lease”); and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable to amend the 2010 Lease to conform certain covenants of the Corporation contained therein to similar covenants to be entered into by the Corporation in connection with the issuance of the Series 2013 Bonds; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2013 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

(i) a Bond Trust Indenture (the “Bond Indenture”) with Commerce Bank, Kansas City, Missouri, as trustee (the “Bond Trustee”), prescribing the terms and conditions of issuing and securing the Series 2013 Bonds;

(ii) a Lease Agreement (the “Lease”) with the Corporation in consideration of payments of Base Rental Payments (as defined in the Bond Indenture) and other payments provided for therein;

(iii) a Bond Purchase Agreement among the Issuer, the Corporation and Herbert J. Sims and Co., Inc., Bloomington, Minnesota, as purchaser of the Series 2013 Bonds;

(iv) a Tax Compliance Agreement among the Issuer, the Corporation and the Bond Trustee; and

(v) a Supplemental Lease Agreement with the Corporation amending and supplementing the 2010 Lease.

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

**Section 1. Authority to Cause the Project to be Constructed and Acquired.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Bond Indenture and the Lease.

**Section 2. Authority to Cause Outstanding Bonds to be Redeemed.** The Issuer is hereby authorized to cause the outstanding Series 1999 Bonds and Series 2007 Bonds (collectively, the “Refunded Bonds”) to be redeemed prior to maturity in accordance with the optional redemption provisions of the Trust Indenture dated as of March 15, 1999, as supplemented and amended by the First Supplemental Trust Indenture dated as of September 1, 2007, all between the City of Wichita, Kansas and Commerce Bank, as Trustee, authorizing and securing the Refunded Bonds and hereby ratifies, if applicable, the notice of such redemption given to the owners of the Refunded Bonds.

**Section 3. Authorization of and Security for the Series 2013 Bonds.** The Issuer is hereby authorized and directed to issue the Series 2013 Bonds, to be designated “City of Wichita, Kansas, Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2013 (Larksfield Place),” in the aggregate principal amount of not to exceed \$30,000,000. The Series 2013 Bonds shall be dated and bear interest, shall be in such aggregate principal amount, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Indenture. The Series 2013 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Bond Indenture, including revenues from the lease of the

Facilities. The Series 2013 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

**Section 4. Lease of the Facilities.** The Issuer shall cause the Facilities to be leased to the Corporation pursuant to and in accordance with the provisions of the Lease in the form approved herein.

**Section 5. Execution of Series 2013 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Series 2013 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2013 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

**Section 6. Pledge of the Project and Net Revenues.** The Issuer hereby pledges the Facilities and the net revenues generated under the Lease to the payment of the Series 2013 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2013 Bonds shall be deemed to have been paid within the meaning of the Bond Indenture.

**Section 7. Further Authority.** The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2013 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

**Section 8. Effective Date.** This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

[Remainder of page intentionally left blank]

**PASSED** by the Governing Body of the City of Wichita, Kansas, on November 26, 2013.

CITY OF WICHITA, KANSAS

(Seal)

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

Attest:

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

Approved as to form:

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

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds (High Touch/120 S. Main, LLC) (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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

**Background:** High Touch Technologies (“High Touch”), located at 110 S. Main in downtown Wichita, was founded in 1984 to write custom software and design automated systems for the rent-to-own industry. The software is known as Cynergi Suite and allows companies to track inventory, customers and payments. High Touch has since expanded its services to include web development, security from spam, viruses and other threats, managed IT solutions, unified communications (systems of phones, email and computers), cloud computing, colocation of servers, mobile devices and apps and custom programming.

High Touch is requesting a Letter of Intent for Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$2,000,000 for the purpose of financing the cost of acquiring and remodeling a 106,000 square foot office building located at 110 S. Main in downtown Wichita, for use as its corporate headquarters. High Touch is also requesting a 100% five-year tax exemption on bond-financed property, plus a second five-year exemption subject to City Council approval, subject to a “payment-in-lieu-of-taxes” (“PILOT”) based on current taxes.

**Analysis:** High Touch, an employee owned company, has approximately 200 employees in Wichita, Denver and Kansas City, providing technology solutions to small and midsize businesses in all 50 states and seven countries. Approximately 115 of those employees are based at its Wichita headquarters.

Wayne Chambers, President and CEO of High Touch, intends to acquire the multi-story office building located at 110 S. Main through his real estate holding entity 120 S. Main, LLC. The office building is in need of significant repairs to the elevator systems as well as upgrades to the building. High Touch will occupy four of the ten floors. There are 30,000 square feet of vacant space in the office building.

An analysis of the uses of IRB project funds is:

**USES OF FUNDS**

Building Acquisition	\$1,150,000
Repairs	\$ 500,000
<u>Tenant Improvements</u>	<u>\$ 350,000</u>
Total cost of Project	\$2,000,000

As a result of the project, High Touch intends to hire 50 new employees in the first five years at an average annual salary of \$65,000. The NAICS average is \$52,146. The City proposes to offer High Touch up to 180 employee parking spaces in nearby city-owned parking facilities at the monthly rate of \$35 per stall, for a five-year term guaranteed.

The City of Wichita has a judgment lien against the property located at 110 S. Main due to a lawsuit over a parking garage located at 215 S. Market. The current owner of the 110 S. Main building, Main and Market, LLC, also had a land lease with the City for the land under the parking garage. The lawsuit was initiated by the City due to the fact that Main and Market, LLC quit paying rent on the land lease and had allowed the structure to become significantly dilapidated. The City received a judgment on the garage, which allowed the City to cancel the lease and take ownership of the structure. That judgment also places a lien on any property owned by that ownership entity in the same county. Therefore, a lien was placed against the 110 S. Main building in second position behind the mortgage. For clear title to be issued to High Touch the City needs to release the judgment lien.

The City intends to stabilize the parking structure at 215 S. Market, remove the street barricades and renovate the garage to allow at least 108 spaces on the first two floors. Total renovation of the 550 stall parking structure will cost approximately \$9.2 million and will be phased over several years. Staff will present funding options to the City Council to consider when formally authorizing the repairs at a future date. High Touch will be offered up to 180 spaces in the parking garage as spaces become available based on repairs made to the garage.

**Financial Considerations:** High Touch agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. High Touch, Inc. intends to purchase the bonds. The cost/benefit analysis performed by the Wichita State University Center for Economic Development and Business Research reflects the following benefit-cost ratios:

City of Wichita	2.99 to one
City General Fund	2.70 to one
City Debt Service Fund	3.50 to one
Sedgwick County	2.34 to one
USD #259	1.43 to one
State of Kansas	10.69 to one

City staff and High Touch have negotiated the terms of a property tax abatement designed to abate the taxes only on the increased value of the property due to a renovation. Under this arrangement, all bond-financed improvements will be subject to a 100% five-year abatement, plus a second five years subject to Council review and approval. Each year of the abatement period, High Touch will pay the City a PILOT equal to the general taxes that are currently levied (\$33,250). Since no current taxes are being abated, the policy provision that existing property must be vacant for two years before consideration of a tax abatement, does not apply.

**Legal Considerations:** The law firm of Gilmore & Bell PC will serve as bond counsel in the transaction. The final form of all bond documents are subject to review and approval by the Law Department prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council: 1) close the public hearing and approve a one-year Letter of Intent to 120 S. Main, LLC/High Touch, for Taxable Industrial Revenue Bonds in an amount not-to-exceed \$2,000,000, subject to the Letter of Intent Conditions; 2) approve a 100% tax abatement on all bond-financed property for an initial five-year period plus an additional five years following City Council review subject to payments-in-lieu-of-taxes; 3) authorize the application for a sales tax exemption on bond-financed property; 4) authorize the preparation of the form of a release of judgment and a satisfaction of judgment form for the 110 S. Main building; 5) authorize a satisfaction of judgment form for the parking garage structure should the owner offer a quitclaim deed in exchange for the satisfaction; 6) authorize an agreement to provide up to 180 parking spaces at \$35 per space per month for five years; and 7) authorize necessary signatures.

**Attachments:** Letter of Intent Application.

**120 S Main, LLC (Owner)**

**High Touch, Inc. (Tenant)**

**City of Wichita**

**Industrial Revenue Bond  
Application**

October 21, 2013

Mayor Carl Brewer and Members of City Council

City of Wichita, City Hall

455 N Main Street

Wichita, Kansas 67202

**RE: Proposed Approximately \$2,000,000, City of Wichita, Kansas, Taxable Industrial Revenue Bonds, 120 S Main, LLC (Owner), High Touch, Inc. (Tenant)**

High Touch, Inc., d/b/a High Touch Technologies has been providing technology solutions to small to mid-size businesses in the Wichita community since 1984. Our technology solutions include products and services in the areas of Managed IT Services, Unified Communications, Custom Development for web, mobile and software integration, Cloud and Data Centers, and Point-Of-Sale Software for the Rent-To-Own industry. High Touch Technologies currently employs 175 people including 126 employees in Wichita with the remaining employees based in High Touch offices in Kansas City; Dallas, TX; Corpus Christi, TX; and Denver, CO. High Touch delivers technology products and services to clients in 50 states, Mexico, Puerto Rico, and Canada. To demonstrate our commitment to Wichita, as well as accommodate our expected growth plans, High Touch Technologies would like to purchase a 106,000 sq. ft. building in Downtown Wichita.

At this time, High Touch Technologies is requesting your support for the issuance of approximately \$2,000,000 City of Wichita, Kansas, Taxable Industrial Revenue Bonds. High Touch greatly appreciates any support we can receive on the purchase of this office building through the City's participation of Industrial Revenue Bonds and the property tax savings associated with this financing method. We intend to continue our growth and expansion over the next several years and these benefits would be helpful in offsetting the substantial capital requirements associated with this project.

High Touch Technologies believes in Wichita and support the community and its economy through corporate stewardship programs. We look forward to working with you and Members of the Council on this project and are always available to answer questions regarding this project or any of our business activities.

Sincerely,



Wayne Chambers  
President | CEO  
High Touch Technologies

October 21, 2013

Mayor Carl Brewer and Members of City Council

City of Wichita, City Hall

455 N Main Street

Wichita, Kansas 67202

**RE: Proposed Approximately \$2,000,000, City of Wichita, Kansas, Taxable Industrial Revenue Bonds, 120 S Main, LLC (Owner), High Touch, Inc. (Tenant)**

The honorable Mayor Brewer and City Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas of a Letter of Intent to issue its Industrial Revenue Bonds in the amount not to exceed \$2,000,000. The proceeds of the proposed bonds will be used to finance the cost of acquiring and renovating a ten (10) story office building which will be leased to High Touch Inc., and to other tenants.

**1) Name and Address of Applicant**

Owner: (Correspondence should be directed to)

120 S Main, LLC

110 S Main, Suite 600

Wichita, Kansas 67202

Telephone: (316) 462-4200

Attn: Wayne Chambers

Tenant: High Touch, Inc.

110 S Main, Suite 600

Wichita, Kansas 67202

Telephone: (316) 462-4200

Attn: Wayne Chambers

Proposed Address: 110 S Main  
Wichita, Kansas 67202

**2) A general description of the nature of the business of the Applicant**

120 S Main, LLC is an incorporated Limited Liability Company, owned by High Touch Holdings, Inc to hold and develop the proposed facility. 120 S Main, LLC's manager is Wayne Chambers. As the LLC is formed to hold the real estate, 120 S Main, LLC has minimal operating historical financial information.

The tenant, High Touch, Inc. d/b/a **High Touch Technologies** is an employee-owned company that provides technology solutions to small and mid-size businesses. Based in Wichita, Kan., with offices in Dallas, Denver, Kansas City and Corpus Christi, High Touch serves business clients with hardware and software solutions, cloud and colocation services, network security solutions, unified communications, managed IT services, and custom software. High Touch currently employees 175 full-time employees throughout the United States with 115 full time employees in the 110 S Main building in Wichita.

**3) Key Officers of High Touch**

Wayne Chambers – President and CEO  
Vernon Dolezal – Vice President and CFO  
David Oles – Vice President and COO  
Jason Mock – Vice President of Managed Services  
Kevin Colborn - Chief Information Officer

**4) A General Description of the Project**

120 S Main, LLC proposes to purchase an approximately 106,000 sq. ft. office facility to house High Touch, Inc. The building will be a ten story facility located at 110 S Main in Wichita. High Touch, Inc. will occupy four of the floors initially with plans to add employees over the next several years. Portions of the facility may be leased by 120 S Main, LLC to 3<sup>rd</sup> party tenants.

**5) The dollar amount of the Bonds requested**

The total original principal amount of the Bonds requested is approximately \$2,000,000.

**6) A detailed breakdown of the proposed costs including estimate of issuance expenses**

Source of Funds:

2014 Bonds Proceeds.....\$2,000,000

Use of Proceeds:

Purchase.....\$1,150,000

Repair.....\$500,000

Tenant Improvements.....\$350,000

**Total uses.....\$2,000,000**

**7) The name and address of Bond Counsel**

Gilmore & Bell P.C.

One Main Place

100 North Main, Suite 800

Wichita, Kansas 67202

Telephone: (316) 303-3108

Fax: (316) 262-6523

ATTN: Joe Norton

**8) The name and address of Applicant Counsel**

Biggs Law Group, L.C.

3500 N Rock Road, Building 1100

Wichita, Kansas 67226

Telephone: (316) 684-2929

Fax: (316) 681-0153

ATTN: Mike Biggs

**9) A statement relative to ad valorem taxes**

The applicant agrees to enter into an agreement for Payment in Lieu of Taxes (PILOT) equal to the ad valorem property tax payment amount for the 2013 tax year. The applicant respectfully requests that the payments be capped at that rate for a period of ten (10) years. The tax abatement will permit the applicant to proceed with the anticipated project, allow for its anticipated growth, and result in the public benefits otherwise outlined herein.

**10) Administrative service fee agreements**

The applicant agrees to make a payment to the City of Wichita to reimburse the City for administrative costs in the amount of \$2,500 per year commencing one (1) year after delivery of the Bonds.

**11) A brief statement with respect to Benefits**

The issuance of Industrial Revenue Bonds will be used to lower the cost of office space in the acquired building. The lower costs will give High Touch, Inc. incentive to grow its presence in the corporate office in Wichita. New employees will be added to this Wichita office instead of other offices across the U.S. The savings in office space will allow High Touch, Inc. to use those savings for expansion.

**12) A brief statement relative to the effects of the proposed project on the ambient air quality on the city of Wichita and Sedgwick County**

The proposed project will have no effect on the ambient air quality of the City of Wichita or Sedgwick County, nor are there any other anticipated adverse environmental effects. The applicant will comply with all applicable policies and requirements of the City of Wichita relating to environmental matters.

**13) A brief statement with respect to Equal Employment Opportunities**

The applicant will comply with all policies of the City of Wichita, Kansas with respect to equal employment opportunity.

**14) Arrangement for the sale of the Bonds**

The bonds will be purchased by High Touch, Inc. of Wichita, Kansas.

**15) Summary**

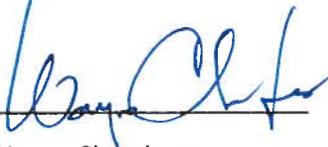
To permit the applicant to finalize the financing for the project, it is requested that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City wherein the City declares its intent to issue approximately \$2,000,000 of its City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series 2014 for the purpose described above.

The applicant is aware that such a Letter of Intent is only an indication for the City to issue the proposed bonds to assist in the financing of the project, and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Resolution, Trust Indenture, Lease Agreement, Guaranty Agreement, and other related documents. However, upon issuance of the Letter of Intent, the applicant is prepared to proceed in reliance thereon. Should there be any questions or requests for further information in the course of the City's evaluation of this application, we will be pleased to promptly respond thereto.

Respectfully submitted,

On behalf of

120 S Main LLC

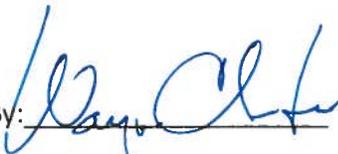
By: 

Wayne Chambers

Manager

On behalf of

High Touch, Inc.

By: 

Wayne Chambers

President & CEO

**City of Wichita  
City Council Meeting  
November 19, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance Industrial Revenue Bonds  
(Wesley Medical Center, LLC) (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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

**Background:** On April 16, 2013, the Wichita City Council approved a four year Letter of Intent to issue Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$35,500,000 for the purpose of financing the cost of remodeling and equipping a portion of the Wesley Medical Center facility located at 550 N. Hillside, near Central and Hillside. In addition, the City Council approved an 87% five-year tax exemption on bond-financed property, plus a second five-year exemption subject to City Council review and approval. On November 5, 2013, a public hearing was held and the Council approved the issuance of bonds in an amount not-to-exceed \$35,500,000. Proper notice was not received by Sedgwick County and Unified School District #259 regarding the public hearing. Such notice is required. Proper notice has been sent and this public hearing at the second reading allows those entities to appear if they so choose.

**Analysis:** Wesley Medical Center (“Wesley”) was founded in 1912 by a regional organization of the Methodist Church. Wesley has been owned by the Hospital Corporation of America (“HCA”) since 1985. Wesley employs more than 3,000 medical staff, including 900 physicians. The facility provides a full range of diagnostic and treatment services for patients. Over 25,000 adults and children are treated as in-patients and more than 6,000 babies are born each year at Wesley. A recent analysis provided by Wesley shows that over 70% of the hospital’s revenue is derived from patients residing outside Sedgwick County.

Wesley is renovating its women and children’s services as follows: The Women’s Hospital (Building 3) is receiving an upgrade to its emergency power systems, medical air, O<sub>2</sub>, vacuum systems, infant protection system, HVAC systems, plumbing, fire suppression systems, fire alarm systems, nurse call, code blue systems and ADA accessibility. In addition, recognizing that many Women’s Hospital patients stay for multiple weeks, the hospital is creating new exterior patios on floors three, four and five. Currently vacant space is being renovated for eight private higher acuity post-partum rooms and an eight-bay well baby holding nursery. Isolation rooms are being added to each floor of Building 3. Wesley plans to hire 45 new employees over three years at an average annual salary of \$55,000.

The proceeds of the bond issue will be used entirely to finance building renovation costs over a four year period. An analysis of the uses of funds for the full project is:

USES OF FUNDS

	<u>Low Estimate</u>	<u>High Estimate</u>
Building Renovation	\$23,000,000	\$26,000,000
Information Technology	\$1,500,000	\$3,000,000
Medical Equipment	\$5,500,000	\$6,500,000
Total Cost of Project	\$30,000,000	\$35,500,000

Wesley Medical Center, LLC

November 19, 2013

Page 2

The full not-to-exceed \$35,500,000 IRB financing will be structured as one up-front bond issue with UMB Bank serving as bond trustee. Wesley Medical Center, LLC will purchase the bonds in annual installments spread over four years, by December 15 of each year, based on amounts needed to fund each year's actual project costs. Wesley will then draw down funds annually for the amount of expenses incurred for the project in that year. The Mayor will sign a Certificate of Issuance as each draw is funded and the bond financed property will be identified to the Kansas Court of Tax Appeals for tax abatement purposes. The amount of the first year's draw will be \$4,500,000.

**Financial Considerations:** Wesley agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. It is anticipated that the bonds will be purchased by Wesley Medical Center, LLC.

The cost/benefit analysis performed by the WSU Center for Economic Development and Business Research reflects the following ratios of benefits-to-costs:

City of Wichita	1.49 to one
City General Fund	1.30 to one
City Debt Service Fund	1.80 to one
Sedgwick County	1.33 to one
U.S.D. No. 259	1.26 to one
State of Kansas	3.50 to one

City staff and Wesley have negotiated the terms of a property tax abatement designed to abate the taxes only on real property improvements actually financed through a bond issue. Under this arrangement, all bond-financed improvements will be subject to 87% abatement for a five-year initial term, plus a second five years subject to Council review and approval at the end of the initial five years following each annual drawdown.

The abated taxes on Wesley's expansion, based upon the estimated first year's draw, could be as much as \$118,039 on real property improvements, based on the 2012 mill levy and 87% abatement. The tax abatement would be shared among the taxing entities as follows: City - \$31,781; County/State - \$30,289; and USD 259 - \$55,969. This estimate assumes that 100% of the \$4,500,000 cost of improvements to the hospital space will be reflected in an increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process.

**Legal Considerations:** The law firm of Gilmore & Bell, PC will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, place on second reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$35,500,000 to Wesley Medical Center, LLC, and authorize the necessary signatures.

**Attachments:** Bond Ordinance No. 49-596 (First read November 5, 2013)

(Published in *The Wichita Eagle*, November 22, 2013)

**ORDINANCE NO. 49-596**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES [NO], 2013 (WESLEY MEDICAL CENTER), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$35,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING AND EQUIPPING IMPROVEMENTS TO AN EXISTING HOSPITAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

**WHEREAS**, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series [NO], 2013, in the aggregate principal amount of not to exceed \$35,500,000 (the “Series 2013 Bonds”), for the purpose of providing funds to be used (i) to acquire, construct, renovate, improve, equip, furnish, repair, enlarge and remodel existing hospital facilities (the “Project” and, together with certain other property described in the Indenture herein authorized, the “Facility”), and (ii) to pay costs related to the issuance of the Series 2013 Bonds; and

**WHEREAS**, the Series 2013 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture herein authorized, including revenues from the lease of the Facility to Wesley Medical Center, LLC, a Delaware limited liability company (the “Tenant”); and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2013 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

- (i) a Trust Indenture (the “Indenture”) with UMB Bank, n.a., Kansas City, Missouri, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Series 2013 Bonds;
- (ii) a Lease Agreement (the “Lease”) with the Tenant in consideration of payments of Basic Rent payments (as defined in the Indenture) and other payments provided for therein;
- (iii) a Bond Purchase Agreement between the Issuer and Wesley Medical Center, LLC, as purchaser of the Series 2013 Bonds; and
- (iv) a Tax Abatement Agreement with the Tenant.

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

**Section 1. Authority to Cause the Project to be Constructed and Acquired.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Indenture and the Lease.

**Section 2. Authorization of and Security for the Series 2013 Bonds.** The Issuer is hereby authorized and directed to issue the Series 2013 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series [NO], 2013 (Wesley Medical Center),” in the aggregate principal amount of not to exceed \$35,500,000. The Series 2013 Bonds shall be dated and bear interest, shall be in such aggregate principal amount, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2013 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the lease of the Facility. The Series 2013 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

**Section 3. Lease of the Facility.** The Issuer shall cause the Facility to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

**Section 4. Execution of Series 2013 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Series 2013 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2013 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

**Section 5. Pledge of the Project and Net Revenues.** The Issuer hereby pledges the Facility and the net revenues generated under the Lease to the payment of the Series 2013 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2013 Bonds shall be deemed to have been paid within the meaning of the Indenture.

**Section 6. Further Authority.** The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2013 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

**Section 7. Effective Date.** This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

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**PASSED** by the Governing Body of the City of Wichita, Kansas, on November 19, 2013.

CITY OF WICHITA, KANSAS

(Seal)

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

Attest:

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

Approved as to form:

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

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** Grocery, Tobacco, and Child Care Fee Adjustments (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendation:** Place the ordinances on first reading and adopt the fee resolution.

**Background:** The City of Wichita issues grocery and tobacco permits to businesses in Wichita in accordance with City Ordinance 7.22 (for Food Establishments) and City Ordinance 7.60 (for sale of cigarette and tobacco products). The current grocery permit fee was set in 2001 at \$75 per food establishment. The current tobacco permit fee was established in 1994 at \$150 per establishment location. The City also charges fees for Child Care facility inspections and other services in accordance with City Ordinance 7.25. The current Child Care fee schedule was set in 2007.

**Analysis:** During the 2014 Adopted budget process, staff identified areas in which program fee structures were not sufficiently covering program costs. Fees in these programs have not been adjusted for many years and program costs have increased. On April 23, 2013, the City Council approved the annual food service inspection contract with the State of Kansas, Department of Agriculture. Increased work load for local programs and contract changes approved by the 2012 Legislature have increased inspection requirements and the need for additional resources. State reimbursements are projected to increase by \$60,000. The combination of the increased state contract revenue along with local program fee adjustments will offset any increased costs.

To ensure that both Child Care and Food Inspection programs do not require General Fund subsidization and to fund one additional inspection position, staff proposes increased fees. Proposed Tobacco permit fees will increase from \$150 to \$200 (33%). Proposed grocery permit fees will increase from \$75 to \$95 (27%). Child Care inspection fees will increase by 25% across the board, and new fees will be established for investigating substantiated complaints and teaching orientation classes. Staff has engaged represented groups regarding the proposed increases.

**Financial Considerations:** The proposed increase in Child Care fees would generate an estimated \$43,579 annually. The Tobacco and Food inspection increases would generate an estimated \$30,850. These additional General Fund revenues, coupled with additional estimated State reimbursements will offset City General Fund costs for these programs and fund one additional range 625 Public Health Sanitarian I inspector position. The additional General Fund revenue was included in the 2014 Adopted Budget.

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

**Recommendations/Actions:** It is recommended that the City Council place the ordinance on first reading, adopt the fee resolution, authorize the necessary signatures, and approve the new position.

**Attachments:** City Ordinances 7.22 and 7.60; Child Care Licensure Fee Schedule Resolution.

ORDINANCE NO. 49-607

AN ORDINANCE AMENDING SECTION 7.22.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FOOD ESTABLISHMENTS.

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

SECTION 1. Section. 7.22.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

No person shall operate a food establishment or temporary food establishment without a valid permit to operate issued to such person by the regulatory authority. Such permit is not transferable. A valid permit shall be posted in every establishment.

The annual permit fee for operation of each food establishment or temporary food establishment is as follows:

Food Establishment ..... \$95.00

Temporary Food Establishment ..... \$70.00

Provided that if the food establishment is operated by a nonprofit charitable organization solely for the purpose of providing a service to the community, or the temporary food establishment is operated by a nonprofit organization for fundraising activities, the permit or permit fee may be waived by the regulatory authority. Food establishment permits shall be issued for the period beginning on August 1<sup>st</sup> of each year, and ending on July 31<sup>st</sup> of the following year.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of November, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

Delineated

10/23/13

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

AN ORDINANCE AMENDING SECTION 7.22.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FOOD ESTABLISHMENTS.

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

SECTION 1. Section. 7.22.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

No person shall operate a food establishment or temporary food establishment without a valid permit to operate issued to such person by the regulatory authority. Such permit is not transferable. A valid permit shall be posted in every establishment.

The annual permit fee for operation of each food establishment or temporary food establishment is as follows:

Food Establishment ..... ~~\$75.00~~ \$95.00

Temporary Food Establishment ..... ~~\$50.00~~ \$70.00

Provided that if the food establishment is operated by a nonprofit charitable organization solely for the purpose of providing a service to the community, or the temporary food establishment is operated by a nonprofit organization for fundraising activities, the permit or permit fee may be waived by the regulatory authority. Food establishment permits shall be issued for the period beginning on August 1<sup>st</sup> of each year, and ending on July 31<sup>st</sup> of the following year.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

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

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

ATTEST:

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Karen Sublett, City clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

ORDINANCE NO.49-608

AN ORDINANCE AMENDING SECTION 7.60.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE SALE OF CIGARETTES AND TOBACCO PRODUCTS.

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

SECTION 1. Section. 7.60.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

- (a) The fee for each business permit required by Section 7.60.020(a) of this chapter shall be two hundred dollars per year.
- (b) The fee for the vending machine permit required by Section 7.60.020(b) of this chapter shall be twelve dollars per year for each vending machine.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26<sup>th</sup> day of November , 2013.

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Karen Sublett, City clerk

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

First Published in the Wichita Eagle on \_\_\_\_\_

Delineated

10/23/13

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

AN ORDINANCE AMENDING SECTION 7.22.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FOOD ESTABLISHMENTS.

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

SECTION 1. Section. 7.22.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

No person shall operate a food establishment or temporary food establishment without a valid permit to operate issued to such person by the regulatory authority. Such permit is not transferable. A valid permit shall be posted in every establishment.

The annual permit fee for operation of each food establishment or temporary food establishment is as follows:

Food Establishment ..... ~~\$75.00~~ \$95.00

Temporary Food Establishment ..... ~~\$50.00~~ \$70.00

Provided that if the food establishment is operated by a nonprofit charitable organization solely for the purpose of providing a service to the community, or the temporary food establishment is operated by a nonprofit organization for fundraising activities, the permit or permit fee may be waived by the regulatory authority. Food establishment permits shall be issued for the period beginning on August 1<sup>st</sup> of each year, and ending on July 31<sup>st</sup> of the following year.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

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

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

ATTEST:

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Karen Sublett, City clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

RESOLUTION NO. 13-199

RESOLUTION INCREASING CHILD CARE LICENSING AND SERVICE FEES FOR CHILD CARE LICENSING PROGRAM ACTIVITIES IN THE CITY OF WICHITA, KANSAS, PURSUANT TO CHAPTER 7.25 OF THE CODE OF THE CITY OF WICHITA.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING LICENSING AND SERVICE FEES IN THE CITY OF WICHITA, KANSAS, ARE HEREBY ESTABLISHED:

SECTION 1.

That it is necessary and in the public interest to increase Child Care licensing fees for initial and annual survey visits and other program services that support Child Care providers which were initially established on December 11, 2007 in accordance with City Ordinance 7.25.

SECTION 2.

That the costs of said fees provided for in Section 1 shall be as listed on the City of Wichita's Child Care Licensure Service Fees document and are attached hereto as Exhibit A. Such fees are hereby increased as of January 1, 2014.

SECTION 3.

That all costs of said licensing and service fees shall be assessed to the owner/operator of the Kansas Department of Health & Environment (KDHE) regulated child care facility that the City of Wichita's Child Care Licensure program regulates, except for training and orientation fees which shall be assessed against the individual participating in the training or orientation..

SECTION 4.

That all licensing and service fees collected by the Child Care Licensure program shall be allocated to the City of Wichita.

SECTION 5.

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 6.

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 19th day of November, 2013.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

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GARY E. REBENSTORF  
DIRECTOR OF LAW



**EXHIBIT A**  
**CHILD CARE LICENSURE SERVICE FEES**

<b>LICENSED CHILD CARE HOMES</b>			
<b>Type of Service or Facility</b>	<b>Initial &amp; Annual Licensing Inspection (w/ one compliance check)</b>	<b>KDHE Compliance Check</b>	<b>KDHE Compliance Check Each Additional Hour</b>
Licensed Day Care Home	\$80	\$45 first hour	\$40 each additional hour
Group Licensed Day Care Home	\$90	\$45 first hour	\$40 each additional hour
Substantiated Complaint		\$45 first hour	\$40 each additional hour
License Amendment	\$45	-	-
Orientation	\$15 per person		-

<b>CHILD CARE CENTERS, PRESCHOOLS, SCHOOL AGE PROGRAMS, DROP IN PROGRAMS &amp; SUMMER CAMPS</b>				
<b>Maximum Number of Children Allowed</b>	<b>Initial Licensing Inspection</b>	<b>Annual Renewal Inspection</b>	<b>KDHE Compliance Check - 1st Hr</b>	<b>KDHE Compliance Check each additional hour</b>
1-25	\$265	\$200	\$115	\$75
26-50	\$310	\$225	\$115	\$75
51-75	\$350	\$265	\$115	\$75
76-100	\$395	\$290	\$115	\$75
101-150	\$475	\$365	\$115	\$75
151 and up	\$565	\$420	\$115	\$75
<b>Additional Services</b>		<b>Service Fee</b>	<b>Additional or Follow Up Fees</b>	
License Amendment : Add on a room(s) or increase capacity		\$75 first room	\$115 two or more rooms	
License Amendment : Name Change		\$75		
Customer Requested Blue Print Review		\$75	\$45 each follow up visit	
Customer Requested Preliminary Building Inspection		\$115	\$75 each follow up visit	
Customer Requested Consultation		\$75	\$75 each follow up visit	
Substantiated Complaint		\$115 first hour	\$75 additional hour	

Orientation	\$25 per person	
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<b>RESOURCE and REFERRAL</b>			
<b>Type of Facility</b>	<b>Initial &amp; Annual License Inspection Fee</b>	<b>KDHE Compliance Check - 1<sup>st</sup> hr</b>	<b>KDHE Compliance Additional Hrs</b>
Resource & Referral	\$115	\$115	\$75

<b>ADDITIONAL SERVICES</b>	<b>SERVICE FEE</b>	<b>ADDITIONAL OR FOLLOW UP FEES</b>
Provider Training Classes	\$15 per person	

1900 E. Ninth Street – Wichita, Kansas 67214  
 Telephone (316) 268-8351 – Fax (316) 268-8390  
[www.wichita.gov](http://www.wichita.gov)

Rev. 9/2013

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** Water & Sewer Rate Increases

**INITIATED BY:** Public Works & Utilities Department

**AGENDA:** New Business

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**Recommendation:** Approve the ordinances establishing water utility rate increases.

**Background:** Over each of the last two years, the City Council has reviewed and vetted a 10-year planning model for water and sewer finances. These models included annual rate increases designed to fund infrastructure maintenance and upgrades. The current model calls for 2014 rate increases of 6.0% on water services and 5.0% on sewer services, for a combined increase of 5.6%.

Critical infrastructure projects are supported by the new revenue from rate increases, which pays for repairs to water and sewer lines and expands the system capacity to serve long-term growth. The revenue also ensures compliance with federal regulations.

The 2014 rate increases are based on the 10-year financial model vetted by the City Council last year. In that model, increased operating expenses would account for only 19% new revenue, while the remainder of the 10-year revenue increase would be devoted to important infrastructure maintenance and upgrades.

The Water Utilities Advisory Committee, comprised of a variety of utility customers, recommended this 10-year funding model last year. The City Council also reviewed the plan. It directed City staff to improve fund performance by 3% in 2014 and to freeze growth-related projects through next year to match economic recovery trends. In addition, the City Council directed staff to create a payment assistance program for utility customers. The following sections summarize progress in those areas.

**Delay of Growth-Related Projects & 3% Fund Improvement:** There were two major items factored into the 10-year planning model. The first item includes a two-year delay in growth-related capital projects that was made after the Water Utilities Advisory Committee reviewed data on the most recent inventory of buildable lots. The City had 2,637 buildable lots at the end of 2011, which equated to roughly a 26 month inventory of lots compared to the ten-year development trends. Since the City Council approved rates last year, all capital projects deemed growth-related, most notably expansion of water and sewer mains into new developments, have been delayed until 2015.

When the City Council approved new water and sewer rates in November 2012, it also included a directive to improve the bottom line of the Water and Sewer Funds by 1.5% in 2013 and 3.0% in 2014 and beyond. The primary method for meeting that goal is through changes to the residential and commercial metering program. A five-year project for changing out meters, along with a revamp of commercial meter maintenance, is resulting in increased meter accuracy.

There will be a slight lag of about \$700,000 in meeting the 2013 and 2014 targets; however, the shortfalls from 2013 and 2014 will be more than made up for with a surplus of about \$721,000 in 2015. This means that the first three years of the meter program should exceed the goals set for the Water and Sewer Funds. Projecting the increased meter accuracy through the 10-year rate planning period, the City could exceed the fund improvement goals by as much \$15 million during that time.

**H<sub>2</sub>O Care Fund:** The City Council adopted a water payment assistance program at its meeting on November 5, 2013. The program, titled the H<sub>2</sub>O (Help to Others) Care Fund, is administered by the nonprofit Center for Hope. It collects donations from utility customers and uses the funds to provide one-time payment assistance to those in need. The partnership with the nonprofit community may also offer an outlet for other services, such as financial education.

**Analysis:** The utilities would generate a combined rate increase of 5.6%. The higher rates are aimed at continued emphasis on improving the investment in aging water and sewer mains, lift stations, and treatment plants.

The recommended action would raise rates in a way that continues to reduce a differential that exists between what residential customers pay compared to businesses and wholesale users. The 2011 cost of service study concluded that residential customers paid around \$2 more per month than it costs the City to serve them. The recommended rates continue a five-year plan to gradually phase out that differential, meaning that residential users would experience lower increases than businesses or wholesale customers.

<b>Combined Monthly Water &amp; Sewer Bills for 2014</b>			
	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
<b><u>Residential</u></b>			
3,750 Gal.	\$36.05	\$37.38	<b>\$1.33 (3.7%)</b>
7,500 Gal.	\$52.46	\$54.82	<b>\$2.36 (4.5%)</b>
15,000 Gal.	\$96.49	\$101.69	<b>\$5.20 (5.4%)</b>
<b><u>Commercial</u></b>			
100,000 Gal.	\$483.84	\$513.13	<b>\$29.29 (6.1%)</b>
<b><u>Industrial</u></b>			
10 Million Gal.	\$45,327	\$48,048	<b>\$2,721 (6.0%)</b>

A number of notable efforts will be completed next year, including the Water Resources Plan, a condition assessment of the sewage treatment and collection systems, and the new Capital Improvement Program. The outcomes of those processes will create the need for a more robust rate planning process in 2014. For now, the rate increases planned during the process last year are recommended to be implemented on January 1st of next year.

**Financial Considerations:** The Water Fund would experience an overall revenue increase of \$4,385,529, while a revenue increase of \$2,341,981 would be generated in the Sewer Fund. Proceeding with the recommended action would only result in one increase effective on January 1, 2014. Any future rate increases would require further action at a later date.

**Legal Considerations:** The ordinances have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council place the Water Rate and Sewer Rate Ordinances on first reading, with second reading to be held over until December 3, 2013.

**Attachments:** Water Rate and Sewer Rate Ordinances.

ORDINANCE NO. 49-609

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

**SECTION 1.** Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

**WATER RATES AND CHARGES.** On and after January 1, 2014, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

**I. MINIMUM WATER SERVICE CHARGES**

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

**A. METERED WATER SERVICES**

**INSIDE CITY**

**MINIMUM MONTHLY**

<u>WATER METER SIZES</u>	<u>2014 &amp; Beyond</u>
5/8 inch	\$ 11.78
3/4 inch	11.78
1 inch	11.78
1 1/2 inch	14.12
2 inch	16.59

3 inch	27.29
4 inch	34.34
6 inch	49.55
8 inch	63.76
10 inch	78.95
12 inch	102.56

**OUTSIDE CITY & WHOLESALE METERED WATER SERVICES**

**MINIMUM MONTHLY**

<u>WATER METER SIZES</u>	<u>2014 &amp; Beyond</u>
5/8 inch	\$ 18.85
3/4 inch	18.85
1 inch	18.85
1 1/2 inch	22.59
2 inch	26.56
3 inch	43.67
4 inch	54.95
6 inch	79.29
8 inch	102.03
10 inch	126.33
12 inch	164.10
16 inch	394.34

**B. FLAT RATE/UNMETERED MONTHLY CHARGES**

2014 & Beyond  
\$ 19.62

**C. FIRE PROTECTION MONTHLY CHARGES**

**INSIDE CITY**

**MINIMUM MONTHLY**

<u>WATER METER SIZES</u>	<u>2014 &amp; Beyond</u>
5/8 inch	\$ 3.70
3/4 inch	3.81
1 inch	4.20
1 1/2 inch	4.93
2 inch	5.93
3 inch	11.27
4 inch	14.61
6 inch	22.06

8 inch	29.40
10 inch	37.10
12 inch	49.50

**OUTSIDE CITY**

**MINIMUM MONTHLY**

<u>WATER METER SIZES</u>	<u>2014 &amp; Beyond</u>
5/8 inch	\$ 5.92
3/4 inch	6.10
1 inch	6.73
1 1/2 inch	7.90
2 inch	9.49
3 inch	18.04
4 inch	23.38
6 inch	35.30
8 inch	47.05
10 inch	59.36
12 inch	79.21

**II. WATER VOLUME CHARGES**

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

**A. AVERAGE WINTER CONSUMPTION**

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a

daily basis.

**B. RETAIL VOLUME CHARGES**

**INSIDE CITY**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 1.77
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 6.25
Block 3: Metered Consumption Above 310% of AWC	\$ 9.13

**OUTSIDE CITY**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 2.83
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 10.01
Block 3: Metered Consumption Above 310% of AWC	\$ 14.62

**C. RETAIL VOLUME CONSERVATION CONTRACT RATES**

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent

of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

$$(\text{PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE} - \text{PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE}) \times ((\text{PRIOR YEAR'S ANNUAL WATER USE}/1,000) \times (1 - (\text{PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED} / \text{PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED})))$$

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

**INSIDE CITY CONSERVATION CONTRACT RATE**

	Rates Per <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
Block 1: All Metered Consumption	\$ 4.09

**OUTSIDE CITY CONSERVATION CONTRACT RATE**

	Rates Per <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
Block 1: All Metered Consumption	\$ 6.55

**D. WHOLESALE VOLUME RATES**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 2.03
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 10.53
Block 3: Metered Consumption Above 310% of AWC.	\$ 15.77

**E. UNIFORM WHOLESALE VOLUME RATES**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
All Metered Consumption	\$ 2.67

**F. NON POTABLE VOLUME RATES**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2014 &amp; Beyond</u>
All Metered Consumption	\$ .99

**III. ASSOCIATION OF LAWN SERVICES**

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

#### **IV. LATE CHARGES**

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

#### **V. MISCELLANEOUS CHARGES**

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen (\$13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen (\$13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen (\$13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen (\$13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative fees, account origination fees, damages and/or vandalism to Utility infrastructure and

appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

**VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY**

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

**SECTION 2.** The original of Section 17.12.090 is hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force on and after January 1, 2014, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 3rd day of December, 2013.

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Carl Brewer, Mayor  
City of Wichita

ATTEST:

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Karen Sublett,  
City Clerk

Approved as to Form:

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Gary E. Rebenstorf,  
Director of Law

ORDINANCE NO. 49-610183004 .

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

**SECTION 1.** Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

**Schedule of Use Charges:** Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

**SEWER SERVICE VOLUME BASE:**

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallation of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No

meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

**EXTRA STRENGTH CHARGE:**

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds

two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities.

Extra strength charges shall be calculated according to the formula:

$$S = V (0.00832) (X(\text{BOD}-250) + Y(\text{SS}-300) + Z(\text{O\&G}-100))$$

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

**EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:**

<b>Inside City</b>	<b>Charge Per Pound <u>2014 &amp; Beyond</u></b>
BOD	\$0.1959
Suspended Solids	0.1476
Grease	2.8311
 <b>Outside City</b>	
BOD	\$0.3135
Suspended Solids	0.2361
Grease	4.5298

**TOXIC POLLUTANT CHARGE:**

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the

effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

**WASTEWATER ANALYSIS:**

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

**MONITORING CHARGE:**

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

**REVIEW OF USER CHARGE RATE STRUCTURE:**

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

**SEWER RATES AND CHARGES**

On and after January 1, 2014, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

Inside City Rates

A. Base Service Charges

Monthly charges based on water meter size

<u>Size</u>	<u>2014 &amp; Beyond</u>
5/8 inch	\$ 7.68
3/4 inch	7.68
1 inch	7.68
1 1/2 inch	12.39
2 inch	18.54
3 inch	56.20
4 inch	71.48
6 inch	128.52
8 inch	184.45
10 inch	284.17
12 inch	413.54

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons  
2014 & Beyond

\$3.01

Outside City Rate

A. Base Service Charges

Monthly charges based on water meter size

<u>Size</u>	<u>2014 &amp; Beyond</u>
5/8 inch	\$12.30
3/4 inch	12.30
1 inch	12.30
1 1/2 inch	19.83
2 inch	29.69
3 inch	89.92
4 inch	114.37
6 inch	205.64
8 inch	295.11
10 inch	454.67
12 inch	661.67

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons  
2014 & Beyond

\$4.82

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.

\$22.34

Outside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.

\$35.75

D. WHOLESALE RATES

Monthly, per 1,000 gallons

\$2.30

All users subject to sewer charges shall be subject to the provisions of this chapter.

**GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY:** Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

**SECTION 2.** The original of Section 16.14.040 is hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force on and after January 1, 2014, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 3<sup>rd</sup> day of December, 2013.

\_\_\_\_\_  
Carl Brewer, Mayor  
City of Wichita

ATTEST:

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

Approved as to Form:

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

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** Century II Planning and Design Study (All Districts)

**INITIATED BY:** Department of Public Works & Utilities/Division of Arts & Cultural Services

**AGENDA:** New Business

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**Recommendation:** Approve the contract.

**Background:** Century II, a multi-purpose convention and performing arts venue was originally completed in 1969, with convention space added in 1985. Century II has served the community well and has provided a venue for a wide variety of events. The building is beginning to show signs of being outdated, as well as losing some of its functionality as a convention center due to the changing needs and requirements of convention clientele, causing the need for a planning and design study to determine current and future feasibility of possible renovations.

**Analysis:** In March 2013, the City Council approved Bonding Resolution 13-052 that included a partnership project between the City and Go Wichita Convention and Visitors Bureau (Go Wichita). The partnership will provide a market demand assessment of Century II, which would be completed and funded by Go Wichita. The design for renovation/expansion of the Convention Hall portion of the facility will be based on the findings and recommendations of the assessment. In May 2013, staff issued a Request for Qualifications, in order to select a consulting team to provide conceptual design/estimate services for renovations based on the market demand study.

The City received six proposals. The Staff Screening and Selection Committee (SSSC) narrowed the number of candidates to five for final presentations/interviews. The five candidates included GLMV/Populous, LMS/Schafer Johnson Cox & Frey Architecture, Fentress Architects/WDM Architects, Law-Kingdon Architecture/TVS Design, and Convergence/Spangenberg Phillips Tice Architecture. Through a series of final interviews and presentations, the SSSC selected the team of Populous & GLMV Architecture. The selection was based on the team's presentation quality, past and present projects with the City, and overall qualifications.

**Financial Considerations:** Approved CIP funding includes \$1,914,500 in 2013 for the continued renovation of Century II. This funding includes already scheduled improvements, as well as the design study cost for those proposed improvements resulting from the demand assessment. The funding source is the Transient Guest Tax Fund. The initial phase of the design study will be a not to exceed amount of \$240,000. Additional services will be handled upon analysis of the study, and be handled by Amendments to this contract as needed.

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

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

**Attachments:** Contract.

**CENTURY II COMPLEX MODIFICATION/EXPANSION EVALUATION  
CONTRACT FOR PRE-DESIGN SERVICES**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

BY AND BETWEEN

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

AND

POPULOUS, INC  
hereinafter referred to as  
"CONSULTANT"

WHEREAS, The **OWNER** is authorized by law to employ consulting architects and engineers to perform all necessary studies and associated services required to provide estimated budget of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have pre-design services to determine a concept for the proposed PROJECT; and

WHEREAS, **CONSULTANT** wishes to provide professional services to the **OWNER** to do such evaluation, planning, preparation of planning documents, and related presentation materials;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

**I. PURPOSE:**

The **OWNER** employs the **CONSULTANT** and he agrees to perform all necessary professional services hereinafter set forth in connection with the Modification/Expansion Evaluation of the Century II (CII) Complex, including associated structures, and other related on-site improvements for the **OWNER**.

WHEREAS, the **OWNER**, has determined that this PROJECT shall be constructed on property generally located on or near the current Century II Performance Arts Center Site.

**II. BASIC SERVICES:**

The **CONSULTANT** shall render all professional services necessary as set out in **EXHIBIT "A"**, a copy of which is attached hereto and which is incorporated herein by reference.

**III. THE CONSULTANT AGREES**

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES EXHIBIT "A".
- B. To attend meetings with the **OWNER** and other local stakeholders as necessitated by the SCOPE OF SERVICES EXHIBIT "A".
- C. To make available during regular office hours, all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.
- D. To indemnify, keep and save harmless, the **OWNER**, its agents, officials and employees against all suits, claims, and judgments, including attorney fees that may result from the **CONSULTANT**, his agents', officers' and employees' negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury of persons or property. The **CONSULTANT** shall require all Consultants to indemnify, keep and save harmless the **OWNER** in the same manner as is required of the **CONSULTANT** in the Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONSULTANT** and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three years from the date of final payment under the Agreement for inspection by the **OWNER** or his representatives.
- F. To exercise reasonable skill and care in the performance of its services, taking into account 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 **OWNER'S** Affirmative Action Program as set forth in Exhibit "D", 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 hereinafter provided 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 and as outlined in the SCOPE OF SERVICES, EXHIBIT "A".
- H. To complete the services to be performed by **CONSULTANT** within the time allotted in attached schedule for the PROJECT in a reasonable period of time based on determination of meeting schedules by the owner; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **CONSULTANT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement.
- J. **CONSULTANT** shall procure and maintain such insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, and employees 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. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. 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 **CONSULTANT** that shall be written in a comprehensive form and shall protect **CONSULTANT** against all claims arising from injuries to persons (other than **CONSULTANT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **CONSULTANT**, 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 **OWNER** before the time **CONSULTANT** starts any work under this Agreement. In addition, the **OWNER** shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

- K. **CONSULTANT** further agrees, covenants and represents that all work required by this Agreement shall contain a clause that provides the following:

“Notwithstanding anything to the contrary, the **OWNER** shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void”

- L. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **CONSULTANT** agrees to advise the **OWNER**, in writing, of the person 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 **CONSULTANT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager WILL coordinate ALL aspects of its services through the **OWNER'S** Project Manager. Any requests from any other staff agency that would affect the **CONSULTANTS** time or expense relative to this PROJECT MUST be approved by the **OWNER'S** Project Manager.

#### IV. THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**.

- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **CONSULTANT**, except as specified in EXHIBIT "A".
- C. To pay the **CONSULTANT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **CONSULTANT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise the **CONSULTANT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **CONSULTANT** of any changes in the person designated Project Manager. Written notification shall be provided to the **CONSULTANT** 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 **CONSULTANT** in a timely fashion.
- G. To save and hold **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

**V. PAYMENT PROVISIONS:**

The **OWNER** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. Payments to the **CONSULTANT** for the performance of the basic Architectural and Engineering services required by this Agreement shall be based on the fee sums noted in EXHIBIT "A". The stipulated sum fees shall represent payment for all the **CONSULTANT'S** payroll costs, expenses, overhead costs, profit, subcontracting fees, and all other costs required in performing the work described herein as the **CONSULTANT'S** responsibility except for reproduction/printing costs by the **CONSULTANT**. Reproduction costs will be billed to the **OWNER** at direct cost without "mark up". The stipulated sum fees shall be pro-rated according to the work effort required under each TASK as designated in EXHIBIT "A".
- B. Payments are payable to the **CONSULTANT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **CONSULTANT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **CONSULTANT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

- C. When requested by the **OWNER**, the **CONSULTANT** 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 **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this Agreement.
  - 3. Not Used..
  - 4. A major change in the SCOPE OF SERVICES for the PROJECT.
- D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **OWNER**, 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.
- E. If services are rendered by the **CONSULTANT** for project(s) or portions of the project(s) in the Programming and Schematic Design but the **OWNER** elects to cancel the project(s) or portions thereof at any time during these phases, the **CONSULTANT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completion, as outlined in Paragraph F below.
- F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

## **VI. TIME OF COMPLETION:**

The **CONSULTANT** agrees to complete all Planning Phases of this PROJECT as follows:

- A. The **CONSULTANT** agrees to complete the phases of this PROJECT as indicated on attached schedule starting from the date of approval of the Contract, pending availability of **OWNER** and staff. The **OWNER** and the **CONSULTANT** are aware that many factors outside the **CONSULTANT'S** control may affect the **CONSULTANT'S** ability to complete the services to be provided under this Agreement. The **CONSULTANT** will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- B. The **OWNER** agrees to cooperate with the **CONSULTANT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **CONSULTANT**, upon written request, any approvals and instructions required to be given by the **OWNER** to the **CONSULTANT** under the terms of the Contract.

## **VII. TERMINATION OF AGREEMENT:**

- A. The **OWNER** may terminate this Agreement at anytime for any cause by a notice in writing to the **CONSULTANT**. Upon receipt of such notice, the **CONSULTANT** shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- B. If the Agreement is terminated due to the fault or request of **CONSULTANT**, no further payments on account of the fee will be thereafter made, except for services previously performed under and in accordance with this Agreement. If the Agreement is terminated due to no fault of the **CONSULTANT**, the **CONSULTANT** will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the **OWNER** by reason either of any prior default of the **CONSULTANT**, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, design, reproducibles, plans and specifications prepared under this Agreement shall become the property of the **OWNER** when and if the Agreement is terminated and **CONSULTANT** has been paid in accordance with Paragraph A or B above.
- D. Dissolution of the architectural firm of POPULOUS, INC. for any reason whatsoever, shall give the **OWNER** the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by **OWNER**, and such termination shall be deemed to be due to the fault of the **CONSULTANT**.

**VIII. THE PARTIES HERETO MUTUALLY AGREE:**

- A. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **CONSULTANT'S** services and payment in full of monies due the **CONSULTANT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **CONSULTANT**. The **OWNER** agrees to hold the **CONSULTANT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the **CONSULTANT**.
- B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.
- C. 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 **OWNER**; provided, however, that the **CONSULTANT** shall request extensions, in writing,

giving the reasons therefore.

- D. 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.
- E. Neither the **OWNER'S** review, approval or acceptance of, nor payment for any of the work or services required to be performed by the **CONSULTANT** 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 and the **CONSULTANT** shall be and remain liable to the **OWNER** for all costs of any kind which are incurred by the **OWNER** as a result of the **CONSULTANT'S** breach of any condition or warranty contained in the Agreement.
- F. The rights and remedies of the **OWNER** provided for under this Agreement are in addition to any other rights and remedies provided by law and the **OWNER** may assert its right of recovery by any appropriate means, including, but not limited to,; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- G. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages, pursuant to the terms or provisions of this Agreement.
- H. Unless otherwise stipulated in this Agreement, all sub-consultants retained to assist **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.
- I. The **CONSULTANT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **CONSULTANT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. Unless otherwise agreed, these fees are not reimbursable expenses.
- J. Special Consultants or Subcontractors are those who provide services other than those provided by the **CONSULTANT**. If it is requested that any Special Consultants or Sub-consultants be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- K. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- L. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.
- M. Unless otherwise provided in this Agreement, the **CONSULTANT** and employees or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site,

including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

CITY OF WICHITA, KANSAS

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

ATTEST:

Populous, Inc.

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

\_\_\_\_\_  
Todd C. Voth, Senior Principal

APPROVED AS TO FORM:

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The intent of Phase 1 – Concept Design of this proposal is to define a limited number of concepts for Scenario 2 and Scenario 3 as outlined below and develop project budgets for each concept:

**CS&L Scenario 2:** A variety of planning options will be prepared for a major renovation/redevelopment of the interior of the Century II round building, effectively “gutting” the interior and redeveloping the building into a performing arts venue. In addition, an architectural assessment of the Bob Brown Expo Hall will be performed in order to determine how much of the existing hall can be utilized to assist in achieving the

convention center net sellable program areas of 150,000 sf Exhibit Hall, 30,000 sf Meeting Rooms and 30,000 sf of Ballroom . Scenario 2 will assume the expansion of the Hyatt Regency Wichita hotel via the addition of a new 100-room tower to support the convention center.

**CS&L Scenario 3:** An overall Master Plan of the entire Century II site will be performed based on the demolition of the existing Century II round building and Bob Brown Expo Hall and the construction of a new convention center attached to the Hyatt Regency Wichita. Scenario 3 will assume the expansion of the Hyatt Regency Wichita hotel via the addition of a new 100-room tower to support the convention center. In addition, a new performing arts building will be sited within the Complex site.

Also during Phase 1 – Concept Design the Consultant will provide the following services as part of both Scenarios outlined above:

Analyze opportunities to leverage the downtown presence of Century II using the Arkansas River, Douglas Avenue and the urban qualities of the surrounding streets and blocks by leveraging restaurants, hotels and other complementary uses.

Provide location recommendations to meet new facility requirements from the CS&L Study, as well as any other infrastructure needs identified in Phase 1 such as, but not limited to pedestrians, approaches, roads, hotel rooms and parking.

Prioritize a limited range of scenarios, including a rough comparative cost estimate of each.

## **PHASE 1 – CONCEPT DESIGN SCOPE OF SERVICES AND DELIVERABLES**

### **Task 1: Research / Data Gathering**

**1.1 Planning and Zoning Research:** Outline of applicable Planning and Zoning Requirements for the Convention Center. Development of relevant master planning efforts and initiatives that relate to the site. Conduct Urban Design Analysis (identify site forces, development considerations, and create opportunity and constraint diagrams for site connectivity, identity and open space).

**Approach:** Two week period of time at the beginning of the project.

**Deliverables:** Written Summary of Project Requirements

**Consultants:** GLMV Architecture for the Convention Center  
Sasaki Associates for /Master Planning/Urban Design

**1.2 Code Research:** Outline of applicable Code Requirements for the Convention Center.

**Approach:** Two week period of time at the beginning of the project.

**Deliverables:** Written Summary of Project Requirements

**Consultants:** GLMV Architecture for the Convention Center

## **Task 2: Public Outreach**

**2.1 Stakeholder and Program Meetings:** We will work with the Owner to establish the appropriate stakeholder and user group types and attendees. We will assist in sending out meeting notices and developing agendas for each of the meetings. We will setup and conduct the meetings and prepare the Meeting Notes.

**Approach:** Four week period of time at the beginning of the project to establish the Stakeholder and User Groups, send out the meeting invites and confirm the attendees. Six half day meetings are anticipated over three consecutive days. Allow two weeks after the meetings to prepare the meeting notes and outline program.

**Deliverables:** Meeting Notes that document the Project's Goals and Objectives. Outline Building Program for the Convention Center and Theater.

**Consultants:** Populous/GLMV Architecture

## Task 3: Site Design

**3.1 Urban Design Study:** Mapping and narrative of urban design context for this project including three District Maps for Scenarios 2 and 3.

**Approach:** Create guiding framework principles to be used for evaluating the building concepts from an urban design perspective over a four week period that parallels Task 4.1.

**Deliverables:** (3) District Maps with Framework options and guiding principles (diagram concepts such as "String of Pearls", "Sports and Entertainment", or "The Avenue")... to be used for evaluating the building concepts (1) tear down or (2) renovate and expand

**Consultants:** Sasaki Associates

## **Task 4: Building Design for Scenarios 2 and 3**

**4.1 Block Planning & Review Meetings:** Layout of the Program Recommendations in the CS&L Report and Public Outreach in Task 2.1, into Overall Block Plans by major program elements.

**Approach:** Four week period of time that includes one week for Owner review and decision making to determine which of the block plans will be analyzed further as part of the Task 4.2. We anticipate one full day workshop to develop the Overall Block Plans.

**Deliverables:** Photographs of the various block plans generated during the workshop using the large scale site plan and model pieces used during our interview along with the urban design framework started in Task 3.1.

**Consultants:** Populous and GLMV Architecture plus Sasaki Associates for Block Planning Workshop.

**4.2 Building Massing Design Scenarios:** Sketch up 3D digital massing models for a limited number of design scenarios based on the ideas generated in Task 4.1.

**Approach:** Eight week period of time that includes two, two week periods of times for Owner review and decision making to determine which of the massing models will be analyzed further as part of a separate agreement. We anticipated a two day design workshop plus a one day meeting to present various massing models.

**Deliverables:** Individual three dimensional digital massing models for each of the scenarios that identify the location of the basic program elements on the site.

**Consultants:** Populous and GLMV Architecture.

**4.3 Concept Design Plans for the Round Building & Review Meetings:** Developing colored 2D building plans and sections of the round building as part of Scheme 2; includes Cost Model review.

**Approach:** Four week period of time to develop block plans for the interior of Round Building. We anticipated two separate one or two day meetings to present various Concepts for feedback to confirm design direction.

**Deliverables:** Colored 2D plans of the interior of Round Building to confirm the program and define a design solution for the possible renovation under CS&L Scenario 2.

**Consultants:** Populous and GLMV Architecture.

## **Task 5: Cost Estimating**

**5.1 Initial Massing Cost Models:** Cost modeling of the Design Scenarios developed in Tasks 3.4 and 4.2. Budget Development for a complete renovation of the Round Building.

**Approach:** We anticipate this process to be collaborative during Tasks 3.1, 4.1, 4.2 and 4.3. The purpose of the cost models, besides defining the cost of construction is to identify how the various approaches to achieve the building program relate to one other from a cost stand point.

**Deliverables:** Conceptual Cost Summary of each of the Scenarios.

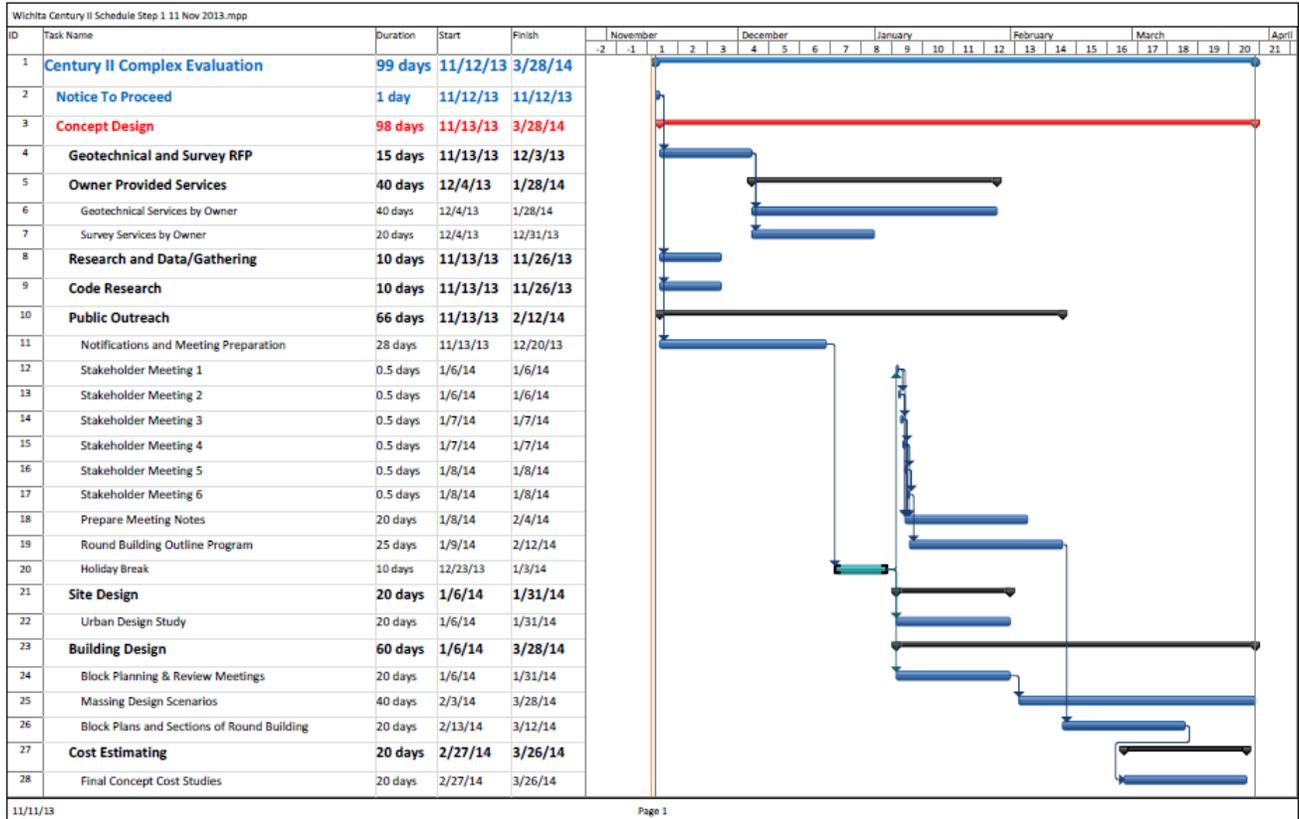
**Consultants:** We will also engage with either an independent cost consultant or regional construction professional after further discussion with the Owner.

## COMPENSATION FOR SERVICES

### Base Fees

#### Phase 1 – Concept Design (Scenarios 2 and 3):

Architecture	\$200,000
Urban and Site Design	\$35,000
Cost Estimating	<u>\$5,000</u>
Phase 1 Total Design Fees:	<b>\$240,000</b>



EQUAL EMPLOYMENT OPPORTUNITY STATEMENT  
FOR CONTACTS OR AGREEMENTS

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

- A. During the performance of this City contract the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; The Age Discrimination in Employment Act of 1967; and laws, regulations, or amendments as may be promulgated hereunder.
  
- B. Requirements of the State of Kansas
  - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-01001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights;
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the Kansas Commission on Civil Rights, in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contract shall include the provisions of paragraphs 1 through 4, inclusively, of this subsection B in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Exempted from these requirements are: (State of Kansas)
  - 1. Any contractor, subcontractor, vendor, or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the federal government, or a contract involving federal funds.
  - 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
  - 3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
  
- D. Provisions of the City of Wichita, Kansas, relating to Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Codes of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under

the present contract, purchase order or agreement because of race, religion, color, sex, physical handicap, national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Nondiscrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the Citizen Rights and Services Division/Board of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisement for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicap, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase "Equal Opportunity Employer," or a similar phrase that is deemed acceptable by the Citizen Rights and Services Division/Board;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules and regulations of the Citizen Rights and Services Division/Board and will permit access to books, records and procedures concerning employment relations by the Citizen Rights and Services Division/Board of said City for purposes of investigation to ascertain compliance with Nondiscrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor or subcontractor fails to comply with the manner in which he/she or it reports to the CRS Division in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency.
  4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Nondiscrimination and Equal Employment Opportunity under a decision of the Citizen Rights and Services Division/Board of the City of Wichita, Kansas, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
  5. The vendor, supplier, contractor or subcontractor shall include the provisions of subsections 1 through 4 inclusively, or this present section in every subcontract, sub purchase order or sub agreement so that such provisions will be binding upon each subcontractor, sub vendor or sub supplier.
- E. Exempted from these requirements are: (City of Wichita)
1. Any contractor or subcontractor, vendor or supplier of the City of Wichita or any of its agencies who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.900 et seq. of the Code of the City of Wichita, Kansas, shall, prior to entering into such contract, purchase order or agreement, submit to the Citizen Rights and Services Division/Board of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Nondiscrimination and Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
  2. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees or whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
    - a. The provisions of Section 2.12.900 et seq. shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the federal government or contract involving federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the federal agency involved.

- b. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correcting such deficiencies, in accordance with instructions included with the preliminary report, for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- F. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by K.S.A. 44-1031, as amended, or to the Citizen Rights and Services Division/Board of the City of Wichita as required by 2.12.900 et seq. of the code of the City of Wichita, Kansas; or has been found guilty of a violation of the City's ordinances, state statutes, or federal statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

Wichita, Kansas  
November 18, 2013  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Shirley Rogers, Division Supervisor, Public Works Engineering in the Chair; Fannie Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated November 4, 2013 were read and on motion approved.

Bids were opened November 8 and 15, 2013, pursuant to advertisements published on:

**SWS #672 Repair at Harry Street between Hydraulic Avenue and Grove Street Phase II (E Harry Street and S Hydraulic Avenue) (468-84897/133117/133116/133117/133116) Local traffic shall be maintained. (District I)**

Visual systems dba Brad Dody Construction - \$8,395.00

**SWS #673 Repair at Lincoln Street between Hydraulic Avenue and Grove Street (E Lincoln Street and S Hydraulic Avenue) (468-84916/133117/133117) Local traffic shall be maintained. (District I)**

Visual Systems dba Brad Dody Constuction - \$12,852.00

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 AND UTILITIES DEPARTMENT/STORMWATER MANAGEMENT:  
Wichita Valley Center Flood Control Gate Rehabilitation.**

Utility Contractors Inc. - \$92,617.00

**PUBLIC WORKS AND UTILITIES/WATER DISTRIBUTION DIVISON: Waterworks  
Supplies.**

HD Supply Waterworks LTD\* - \$16,321.34 Group 1  
Wichita Winwater Works Co.\* - \$22,391.00 Group 2  
D C & B Supply Inc.\* - \$14,026.00 Group 3  
HD Supply Waterworks LTD\* - \$3,907.82 Group 4  
HD Supply Waterworks LTD\* - \$15,264.00 Group 5

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

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES DIVISION: Thermal Imaging Camera.**

Defer one week

**IT/IS Department: Imperva – X2500 Web Application Firewall, with Related Items and Services.**

Fishnet Security\* - \$118,000.00

\*Purchases Utilizing Government Entities Contracts Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j) and Ordinance No. 39-122 Section 2.65.020 (k) Security Matters.

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

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

On motion the Board of Bids adjourned.

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Shirley Rogers, Division Supervisor  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL NOVEMBER 19, 2013**

- a. 2013 Golf Course Parking Lot Repairs at Tex Consolver, L.W. Clapp, and Auburn Hills (north of 63rd Street South, east of 135th Street West) (472-85125/785997/786001/785998/440154) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,IV) - \$365,000.00
- b. 2013 Contract Maintenance CIP Concrete Repairs Ph 2 (north of 63rd Street South, east of 135th Street West) (472-85087/707045/620570/636246/133116/211510/661686/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District II,III) - \$674,000.00
- c. Storm Water Sewer 670 to serve Bay Country Addition (west of 119th Street West, south of Central) (468-84888/751521/485412) Does not affect existing traffic. (District V) - \$87,000.00
- d. Jennie Street from the west edge of Bay Country Street to the southeast corner of Lot 22, Block 2; Jennie Court from the south edge of Jennie Street to a point approximately 150 feet south serving Lots 30 through 36, Block 2 to serve Bay Country Addition (west of 119th Street West, south of Central) (472-85103/766297/490315) Does not affect existing traffic. (District V) - \$319,000.00
- e. 2013 Sanitary Sewer Reconstruction Phase 10 (north of Maple, east of Seneca) (468-84910/620648/663023) Traffic to be maintained during construction using flagpersons and barricades. (District I,IV) - \$143,000.00
- f. 2013 Contract Maintenance CIP Arterial Concrete Repairs on Harry, from Washington to Grove (Harry, from Washington to Grove) (472-85095/707038/620570/636246/133116/211503/661686/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,III) - \$204,000.00

**PRELIMINARY ESTIMATE of the cost of:**

2013 Golf Course Parking Lot Repairs at Tex Consolver, L.W. Clapp, and Auburn Hills  
(north of 63rd Street South, east of 135th Street West)

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

**MEASURED QUANTITY BID ITEMS**

1	2" Asphalt Overlay Repair (BM-2)(PG64-22)	1,793	tn
2	Pavement Sealer	7,280	sy
3	Crack Sealant	1,000	lb
4	Full Depth Patch Repair (BM-2)(PG64-22)	935	tn
5	6' Edge Milling Asph Surface 0" to 2"	2,500	lf
6	20' Butt/Transition Milling Asph Surface 0" to 2"	150	lf
7	Comb. Curb & Gutter Repair	50	lf
8	Inlet Hookups	4	ea
9	4" Sidewalk Rem & Repl	100	sf
10	Crushed Rock	140	tn
11	4" Yellow or White Pvmt Markings (Latex Paint)	12,000	lf
12	Wheelchair Ramp Parking Pavement Marking	5	ea
13	Remove & Reset Parking Blocks	15	ea
14	Install New Parking Blocks	5	ea

**Construction Subtotal**

Engineering & Inspection  
Administration  
Publication  
Contingency  
Already Allocated

**Total Estimated Cost**

\$365,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
\_\_\_\_\_  
Gary Janzen, P. E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

440154(786001/785998/785997) 472-85125

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

To be Bid:

October 25, 2013

**PRELIMINARY ESTIMATE of the cost of:**  
 2013 Contract Maintenance CIP Concrete Repairs Ph 2  
 (north of 63rd Street South, east of 135th Street West)

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

<b>MEASURED QUANTITY BID ITEMS (707045)</b>		
1	8" Reinf Concr Pvmnt Repair	1,350 sy
2	6" Reinf Concr Pvmnt Repair	9,435 sy
3	Partial Depth Joint Repair	100 sf
4	Comb. Curb & Gutter Repair	300 lf
5	Mono Edge Curb Repair	3,820 lf
6	6" Concr. Driveway Repair	2,700 sf
7	8" Concr. Driveway Repair	500 sf
8	7" Reinf Concr Valley Gutter Repair	350 sy
9	Crushed Rock	500 tn
10	Crack Sealing Existing Pvmnt (RoadSaver #221 or equal)	2,565 lf
11	Wheelchair Ramp Construction w/Det. Warn.	13 ea
12	4" Sidewalk Rem & Repl	845 sf
13	6" Yellow or White Pvmnt Markings (Thermopl.)	500 lf
14	4" Yellow or White Pvmnt Markings (Thermopl.)	500 lf
15	Turn Arrow Pvmnt Markings (Thermopl.)	2 ea
<b>MEASURED QUANTITY BID ITEMS (620570)</b>		
16	Adj. SS MH using New Ring & Lid	4 ea
17	Adj. SS MH Ring & Lid	4 ea
<b>MEASURED QUANTITY BID ITEMS (636246)</b>		
18	Adj. Ring & Lid for Water Meter Vaults	4 ea
19	Valve Box Ring & Lid Replacement	4 ea
<b>MEASURED QUANTITY BID ITEMS (133116)</b>		
20	SWS Manhole Adjustment w/new Ring & Lid	4 ea

**Construction Subtotal**

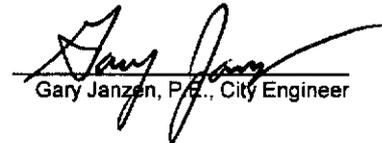
Engineering & Inspection (707045)  
 Administration (707045)  
 Publication (707045)

**Total Estimated Cost**

\$674,000.00

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 City Clerk

211510/661686/771633/133116 (707045/620570/636246/133116) 472-85087

Page \_\_\_\_\_

EXHIBIT

To be Bid:

November 1, 2013

**PRELIMINARY ESTIMATE of the cost of:**  
 Storm Water Sewer 670 to serve Bay Country Addition  
 (west of 119th Street West, south of Central)

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

<b>Group 1 - LUMP SUM BID ITEMS (751521)</b>		
1	SWS Pipe 15" RCP	300 lf
2	SWS Pipe 24" RCP	279 lf
3	SWS Pipe 12"	127 lf
4	Inlet, Curb (Type 1A)(L=10' W=3")	2 ea
5	MH, Shallow SWS (4')	4 ea
6	MH, Standard SWS (5')	1 ea
7	MH Connect to Existing	1 ea
8	Fill, Flowable	39 lf
9	Rip Rap, Light Stone	47 sy
10	Concrete Collar	2 ea
11	Site Clearing	1 LS
12	Site Restoration	1 LS
13	Seeding, Temporary	1 LS
<b>Group 1 - MEASURED QUANTITY BID ITEMS (751521)</b>		
14	BMP, Drop Inlet Protection	4 ea
15	BMP, Curb Inlet Protection	2 ea

**Construction Subtotal** \_\_\_\_\_

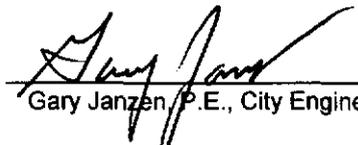
Design Fee  
 Engineering & Inspection  
 Administration  
 Publication  
 Contingency

**Total Estimated Cost**

\_\_\_\_\_  
 \$87,000.00

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 City Clerk

485412 (751521) 468-84888

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**

Jennie Street from the west edge of Bay Country Street to the southeast corner of Lot 22, Block 2; Jennie Court from the south edge of Jennie Street to a point approximately 150 feet south serving Lots 30 through 36, Block 2 to serve Bay Country Addition (west of 119th Street West, south of Central)

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

<b>Group 2 - LUMP SUM BID ITEMS (766297)</b>		
1	AC Pavement 6" (4" Bit Base)	4,255 sy
2	AC Pavement 5" (3" Bit Base)	786 sy
3	Concrete Pavement (VG) 7" (Reinf)	100 sy
4	Concrete C&G, Type 2 (3-5/8" RL)	2,844 lf
5	Concrete C&G, Type 4 (6-5/8")	63 lf
6	Concrete C&G, Mono Edge (6-5/8")	63 lf
7	Crushed Rock Base, 5" Reinforced	6,284 sy
8	Inlet Hookup	4 ea
9	Inlet Adjusted	2 ea
10	Valve Box Adjusted	9 ea
11	Excavation	871 cy
12	Fill, Compacted (95% Density)	725 cy
13	Grading, Ditch	1 LS
14	Signing	1 LS
15	Site Clearing	1 LS
16	Site Restoration	1 LS
17	Seeding, Temporary	1 LS
<b>Group 2 - MEASURED QUANTITY BID ITEMS (766297)</b>		
18	BMP, Back of Curb Protection	2,958 lf
19	Pavement Underdrain	40 lf

**Construction Subtotal**

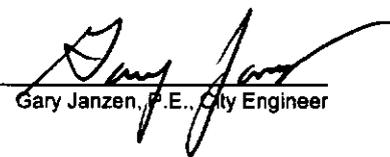
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost**

\$319,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

490315 (766297) 472-85103

\_\_\_\_\_  
City Clerk

Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**  
 2013 Sanitary Sewer Reconstruction Phase 10  
 (north of Maple, east of Seneca)

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

<b>LUMP SUM BID ITEMS</b>		
1	Pipe, SS 8"	317 lf
2	Pipe, SS 12"	175 lf
3	Pipe Removed (8") (Site 1)	175 lf
4	Pipe Removed (8") (Sites 3 & 4)	317 lf
5	Point Repair (15 ft) (Site 2)	2 ea
6	MH, Standard SS (4') (Site 3, in conc)	1 LS
7	MH Frame & Cover, Replaced	7 ea
8	MH, Bench & Invert Rem & Replaced	2 ea
9	MH, Outside Drop Constructed	2 ea
10	Conc Approach Rem & Repl (incl curb)	20 lf
11	Conc Pavement Rem & Repl (Site 1)	32 lf
12	Conc Pavement Rem & Repl (Site 4)	4 lf
13	Fill, Flowable	32 lf
14	Site Clearing	1 LS
15	Site Restoration	1 LS
<b>MEASURED QUANTITY BID ITEMS</b>		
16	Service Reconnection, SS (4") (Site 1)	2 ea
17	Service Reconnect, SS (4") (Sites 3&4)	5 ea
18	Service Reconnection, Sewer (6")	5 ea
19	BMP, Construction Entrance	1 ea
20	BMP, Curb Inlet Protection	1 ea
21	BMP, Back of Curb Protection	20 lf
22	BMP, Silt Fence	20 lf
23	BMP, Erosion Control Mat	30 sy

**Construction Subtotal** \_\_\_\_\_

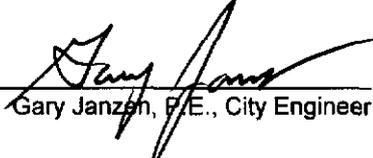
Engineering & Inspection  
 Administration  
 Publication

**Total Estimated Cost** \_\_\_\_\_

**\$143,000.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

\_\_\_\_\_  
 City Clerk

To be Bid:

November 1, 2013

**PRELIMINARY ESTIMATE of the cost of:**

2013 Contract Maintenance CIP Arterial Concrete Repairs on Harry, from Washington to Grove  
(Harry, from Washington to Grove)

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

**MEASURED QUANTITY BID ITEMS (707038)**

1	8" Reinf Concr Pvmnt Repair	2,450	sy
2	Comb. Curb & Gutter Repair	300	lf
3	Mono Edge Curb Repair	1,040	lf
4	6" Concr. Driveway Repair	500	sf
5	8" Concr. Driveway Repair	1,000	sf
6	Crushed Rock	200	tn
7	Crack Sealing Existing Pvmnt (RoadSaver #221 or equal)	1,000	lf
8	Wheelchair Ramp Construction w/Det Warn	5	ea
9	4" Sidewalk Rem & Repl	860	sf
10	6" Yellow or White Pvmnt Markings (Thermopl.)	500	lf
11	4" Yellow or White Pvmnt Markings (Thermopl.)	500	lf
12	Turn Arrow Pvmnt Markings (Thermopl.)	2	ea

**MEASURED QUANTITY BID ITEMS (620570)**

13	Adj. SS MH using New Ring & Lid	4	ea
14	Adj. SS MH Ring & Lid	4	ea

**MEASURED QUANTITY BID ITEMS (636246)**

15	Adj. Ring & Lid for Water Meter Vaults	4	ea
16	Valve Box Ring & Lid Replacement	4	ea

**MEASURED QUANTITY BID ITEMS (133116)**

17	SWS Manhole Adjustment w/new Ring & Lid	4	ea
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**Construction Subtotal**

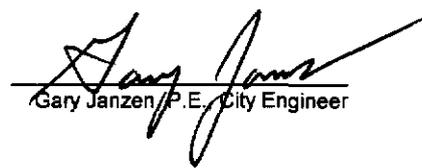
Engineering & Inspection (OCA# 707038)  
Administration (OCA# 707038)  
Publication (OCA# 707038)  
Railroad Flagging (OCA# 707038)

**Total Estimated Cost**

\$204,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzen/P.E. City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

211503/661686/771633/133116 (707038/620570/636246/133116) 472-85095

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Food Trucks at the Fountains (District I)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Sharon VanHorn, VanHorn Promotion & Marketing is coordinating Food Trucks at the Fountains with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Food Trucks at the Fountains November 24, 2013 9:00 am – 3:00 pm**

- Water Street, Dewey Street to Waterman Street.

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

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** 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 and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita  
City Council Meeting  
November 19, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding for Little Arkansas River Watershed Protection Plan (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the Memorandum of Understanding.

**Background:** On August 2, 2005, the City Council approved a Memorandum of Understanding (MOU) with the McPherson County Conservation District to assist in funding Best Management Practices (BMPs) in the Little Arkansas River watershed aimed at reducing atrazine in the river. Atrazine is an herbicide widely used in corn and sorghum production and has been determined to be the primary pollutant of concern for injection of water into the Equus Beds Aquifer. After water is withdrawn from the river, atrazine must be removed prior to being recharged into the Equus Beds Aquifer. Previous MOUs have been approved since 2006. The following is a summary of associated MOUs previously approved:

Date Approved by City Council	What Provided	Cost to City
08/02/2005	Lowers Intensity of Treatment Required	\$ 10,000
03/27/2007	Lowers Intensity of Treatment Required	\$ 20,000
05/20/2008	Lowers Intensity of Treatment Required	\$ 30,000
03/24/2009	Lowers Intensity of Treatment Required	\$ 40,000
05/25/2010	Lowers Intensity of Treatment Required	\$ 50,000
06/14/2011	Lowers Intensity of Treatment Required	\$ 50,000
07/03/2012	Lowers Intensity of Treatment Required	\$ 50,000

**Analysis:** The City’s participation in this agreement benefits the City by reducing treatment costs by limiting the amount of atrazine in the river that must otherwise be removed through the surface water treatment plant. BMPs under this program have been shown to effectively reduce atrazine by 40% where installed. BMPs have been implemented through this program to specifically reduce atrazine on 124,192 acres of fields in vulnerable areas from 2006 through 2013. It is estimated that atrazine is used on approximately 300,000 acres of cropland in the Little Arkansas watershed.

The MOU with the McPherson County Conservation District provides up to 100% cost share funding as an incentive for producers to install BMPs. The McPherson County Conservation District approves eligible projects and utilizes Environmental Protection Agency (EPA) grant money administered through the Kansas Department of Health and Environment (KDHE) to fund portions of these projects. The City of Wichita provides up to 75% for these EPA grant-funded projects. The City of Wichita also pays up to

75% of the cost for BMP projects that do not fall under the grant funding eligibility requirements. The producer pays the remaining cost of these projects. The percentage per project that the City may reimburse is higher than in previous years to accommodate changes in the way that the watershed may distribute EPA funds. The amount the City is providing for the projects as a whole has not changed.

BMP effectiveness is ensured by close oversight. The Little Arkansas Watershed Advisory was created under the McPherson County Conservation District to review and approve BMPs in the watershed. A monitoring program, under Kansas State University Research and Extension Office, is being used to verify the effectiveness of the BMPs.

Other collaborative efforts benefit this program. KDHE provides funds for educational efforts, demonstrations and some monitoring; Kansas State University Research and Extension performs water quality monitoring and analysis, BMP implementation and delivery of educational programs; and the Natural Resources Conservation Service assists with BMP implementation.

**Financial Considerations:** The Production and Pumping 2013 Operations Budget has allocated \$50,000 in 2013 for Little Arkansas Watershed projects.

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

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

**Attachments:** Memorandum of Understanding.

Memorandum of Understanding  
Between  
McPherson County Conservation District  
And  
The City of Wichita

Purpose:

The implementation of certain practices in the Little Arkansas River Watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project.

Background:

In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining water sheds receiving so special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three year study (2006-2008), atrazine BMP's were implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reductions in concentrations and annual loadings of atrazine in those streams of watersheds where (BMP's) were implemented. Varying weather conditions over the three year period allowed the McPherson County Conservation District (MCCD) to more accurately evaluate these BMP's and predict results for other areas of the watershed. There is continued interest and participation in this program with more that 95% of those contacted implementing atrazine BMP's. EPA has granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine level in the watershed and requires a continued emphasis on BMP implementation and monitoring of water quality changes in these sub-watersheds. The Little Arkansas Watershed Program (LAWP) leadership team intends to continue studying these original watersheds. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. The total number of acres with atrazine BMP implementation from 2006-2012 is 124,192. It is the goal of LAWP leadership team to include additional vulnerable fields as funding allows.

In 2009, a demonstration project was initiated to develop and implement a targeted market-based pilot conservation program in the Black Kettle Watershed. This project targeted the most vulnerable sites in the watershed leading to improved water quality and reduced soil erosion while maintaining agricultural productivity. All crop fields were assessed identifying and ranking the most vulnerable for soil erosion and sediment deliver. A menu of market based incentives was developed offering \$40/acre for each ton of sediment reduced annually by implementation of practices. As a result of these innovative methods, 21 farmers implemented best management practices o 141 fields (5,078 acres) resulting in a reduction in annual sediment deliver to streams in the watershed from 13,000 tons/year to 5,138 tons/year (60% reduction). The LAWP will use this innovative and practical approach to implement sediment BMP's in other areas of the watershed.

Incentives:

It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Services (NRCS), and to establish

the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement up to 100% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursements by having the City of Wichita provide up to a 75% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 75%, or an incentive payment based on KRSE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The LAWA will review applications for cost reimbursements and will make decisions for approval based on available payments and the impact of implementing specific practices. Funding priority will be given to atrazine BMP's utilizing City of Wichita monies. This MOU will cover cost share practices installed under the FY2013 program year beginning January 1, 2013 through December 31, 2013.

#### McPherson County Conservation District Responsibilities:

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in LAWP and other of records.
2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, linear feet, etc.) performed which will include a copy of the CS4 form showing:
  - a. Best Management Practice (BMP) applied
  - b. Total of the units applied or completed
  - c. The County Conservation District County Average Cost for the BMP.
  - d. Dollar amount eligible for cost-share.
  - e. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
  - a. The total number of LAWP funds available varies yearly with \$90,000 available for FY 2013. This consists of EPA 319 funds (\$40,000) and Wichita funds (\$50,000).
  - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

#### City of Wichita Responsibilities:

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.
3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.
4. Provide funding in the amount up to \$50,000 to the Little Arkansas Watershed Program (LAWP) for FY 2013. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party.

\_\_\_\_\_  
McPherson County Conservation District

\_\_\_\_\_  
City of Wichita

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

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

**City of Wichita  
City Council Meeting  
November 19, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 10 - Central Avenue from 135<sup>th</sup> to 119<sup>th</sup> Streets West (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the change order.

**Background:** On September 25, 2012, the City Council approved a final revised budget to include construction funding for improvements to Central Avenue from 135<sup>th</sup> to 119<sup>th</sup> Streets West. Improvements include widening Central to five lanes, reconstruction of the Central and 135th Street intersection, and construction of two bridges and sidewalk. Construction began on February 11, 2013.

The following change orders have been processed or approved by the City Council to-date:

No.	Date Processed or Approved	Work Provided	Amount
1	March 18, 2013	Installation of required TWORKS signage	\$3,000
2	April 19, 2013	Adjustment of measured quantity bid items required to widen Central to a temporary shoofly	\$6,050
3	April 25, 2013	Removal of a septic tank and subsequent sand backfill within the new right-of-way	\$2,015
4	May 9, 2013	Adjustment of flow line elevations, installation of a modified inlet top and permanent pipe, removal of trees, and additional erosion control measures	\$2,551
5	June 12, 2013	Installation of structural headwall for storm sewer pipe penetration	\$3,844
6	June 24, 2013	Installation of additional manholes to tie in to existing storm sewer lines	\$6,350
7	July 8, 2013	Lowering of an existing water line which was in conflict with proposed storm sewer pipe	\$9,900
8	August 13, 2013	Lowering of storm sewer elevation to allow clearance for a reinforced concrete box under the new pavement	\$23,914
9	September 17, 2013	Trenchless installation of a water main below a channel crossing.	\$22,660
<b>Total of all change orders processed to-date</b>			<b>\$80,284</b>

**Analysis:** Project improvements include the realignment of Central for one half-mile east of 135<sup>th</sup> Street, and the conversion of the existing roadway east of 135<sup>th</sup> Street to Jennie, a residential street. Jennie Street will provide access to both 135<sup>th</sup> Street and Central, serving the existing residential neighborhoods to the south, as well as the adjacent properties to the north.

The project can only maintain one lane of eastbound traffic during construction due to safety concerns. Westbound Central traffic at 119<sup>th</sup> Street must detour via Maple to 135<sup>th</sup> Street. Traffic has been redirected through the portion of Central that is being converted to Jennie Street, which has effectively doubled the traffic counts on this portion of the roadway and caused numerous pavement failures. It is proposed that the existing pavement be removed and replaced with a new base and overlay, and asphalt millings along the shoulders for increased stability. No adjustment to the contract completion time is required. A change order has been prepared to authorize the additional work.

**Financial Considerations:** The cost of the additional work is \$98,050, bringing the total contract amount to \$8,106,396. This change order, plus previous change orders, represents 2.24% of the original contract amount and is within the 25% of contract cost limit set by City Council policy. Funding for the additional work is available within the existing approved budget and the Kansas Department of Transportation has preliminarily approved the change order and agreed to participate in 80% of the eligible costs.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

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

**Attachments:** Change Order No. 10



**To:** Cornejo & Sons, LLC

**Project:** Central Street from 135<sup>th</sup> St. W. to 119<sup>th</sup> St. W.

**Change Order No.:** 10

**Project No.:** 87N-0351-01/472-84017

**Purchase Order No.:** 340129

**OCA No.:** (706898/635814)

**CHARGE TO OCA No.:** 706898

**PPN:** 204364/752036

**Please perform the following extra work at a cost not to exceed \$ 98,050.35**

**Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.**

**Additional Work:** Pavement rehabilitation on Jennie St. (old Central).

**Reason for Additional Work:** The project re-aligns the west half-mile of Central to along the section line and converts “old” Central east of 135<sup>th</sup> Street into a residential street (Jennie) upon completion. Jennie Street will have access to both 135<sup>th</sup> and “new” Central, serving the existing residential neighborhoods to the south, as well as adjacent properties on the north. For safety concerns, the project can maintain eastbound traffic only during construction. Westbound Central traffic at 119<sup>th</sup> Street must detour via Maple to 135<sup>th</sup> Street. Re-directing all traffic to 135<sup>th</sup> Street and through this section of “old” Central effectively puts the traffic counts for two normal lanes all on to one, causing numerous pavement failures. The contractor shall perform full depth base repair and place a 2” asphalt overlay over the entire street from 135<sup>th</sup> Street West to the new tie-in on Central at Sta. 64+31.59. Contractor will install asphalt millings along the shoulders for additional stabilization. These quantities are estimates and will be adjusted based on final field measurements. No adjustment to contract time is necessary.

The Kansas Department of Transportation (KDOT) has preliminarily approved the Change Order and agreed to participate in 80% of eligible costs.

Line #	KDOT #	Item (Participating)	Negotiated/ Bid	Qty	Unit Price	Extension
Add	04	Full Depth Pavement Repair	Negotiated	700.0 sy	\$56.00	\$39,200.00
Add	30	2” Overlay (BM2, 64-22)	Negotiated	4,450.0 sy	\$9.00	\$40,050.00
Add	04	2” Mill	Negotiated	1,490.0 sf	\$2.60	\$3,874.00
Add	04	Asphalt Milling for Shoulder	Negotiated	112.0 Ton	\$67.25	\$7,532.00
Add	54	6” White Pvmt Markings	Negotiated	3,308.0 lf	\$1.38	\$4,565.04
Add	54	4” DbI Yellow Pvmt Markings	Negotiated	739.0 lf	\$0.99	\$731.61
Add	54	4” Yellow Pvmt Mrks (skip)	Negotiated	230.0 lf	\$0.99	\$227.70
Add	01	Mobilization	Negotiated	1.0 LS	\$1,870.00	\$1,870.00

**Total = \$98,050.35**

CIP Budget Amount:	\$12,287,000.00 (706898)	Original Contract Amt.:	\$7,928,061.97
	\$1,404,000.00 (635814)		
<b>Consultant: MKEC</b>		<b>Current CO Amt.:</b>	\$98,050.35
<b>Total Exp. &amp; Encum. To Date:</b>	\$10,281,151.59	<b>Amt. of Previous CO's:</b>	\$80,284.16
<b>CO Amount:</b>	\$98,050.35	<b>Total of All CO's:</b>	\$178,334.51
<b>Unencum. Bal. After CO:</b>	\$1,907,798.06	<b>% of Orig. Contract / 25% Max.:</b>	2.24%
		<b>Adjusted Contract Amt.:</b>	\$8,106,396.48

**Recommended By:**

\_\_\_\_\_  
Steve Degenhardt, P.E.                      Date  
Construction Division Manager

**Approved:**

\_\_\_\_\_  
Gary Janzen, P.E.                              Date  
City Engineer

**Approved:**

\_\_\_\_\_  
Contractor                                      Date

**Approved**

\_\_\_\_\_  
Alan King                                      Date  
Director of Public Works & Utilities

**Approved as to Form:**

\_\_\_\_\_  
Gary Rebenstorf                              Date  
Director of Law

**By Order of the City Council:**

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

**Attest:** \_\_\_\_\_  
City Clerk

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
OCTOBER 2013**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Actuarial Services for Self-Funded Automotive Liability, General Liability and Worker's Compensation Liability	10/31/2014	Pinnacle Actuarial Resources, Inc.	Finance	1/1/2010 - 12/31/2010	Last option
Fire Alarms Systems Monitoring Service and/or Equipment	10/31/2014	Kansas Fire Equipment Co., Inc.	Housing & Community Services	11/1/2012 - 10/31/2013	1 - 1 year option
Garments, Employee Embroidered	10/31/2014	Industrial Uniform Company, LLC	Various	11/1/2004 - 10/31/2005	Annual basis
Ice Requirements	10/31/2014	Arctic Glacier, Inc.	Various	11/1/2009 - 10/31/2010	Annual basis
Meters, Badger 2" - 6" & Replacement Parts	10/31/2014	Midwest Meter, Inc.	Public Works & Utilities	11/1/2012 - 10/31/2013	1 - 1 year option
Metro Ethernet Wide Area Network Services	10/31/2014	Cox Communications Kansas LLC / Cox Kansas Telcom LLC	IT / IS	11/2/2010 - 10/31/2013	2 - 1 year options
Paint & Paint Supplies	10/31/2014	Diamond Vogel Paints	Housing & Community Services	11/1/2011 - 10/31/2012	Last option
Pre-Employment Psychological Testing and Fit-For-Duty Assessment Services	10/31/2014	River Park Psychology Consultants, LLC	Police	11/1/2010 - 10/31/2011	Last option
Private Lot Cleanup	10/31/2014	T&G Mowing & Excavating, Inc.	Metropolitan Area Building & Construction Department (MABCD)	11/1/2011 - 10/31/2012	Last option
Private Lot Cleanup	10/31/2014	H. D. Mills & Sons, Inc.	Metropolitan Area Building & Construction Department (MABCD)	11/1/2011 - 10/31/2012	Last option
SCRAM Installation and Monitoring	10/31/2014	Premier Monitoring Solutions LLC	Municipal Court	11/1/2007 - 10/31/2008	Annual basis
Snow Removal Equipment Emergency	10/31/2014	Mies Const. Inc.	Public Works & Utilities	11/1/2011 - 10/31/2012	Last option
Snow Removal Equipment Emergency	10/31/2014	A-Plus, Inc. dba A-Plus Trucking	Public Works & Utilities	11/1/2011 - 10/31/2012	Last option
Software for Park & Recreation	10/31/2014	Cirilian, Inc. dba Rec1	Park & Recreation	11/6/2012 - 10/31/2013	1 - 1 year option
Street Sign Hardware	10/31/2014	MDSolutions, Inc.	Public Works & Utilities	11/1/2011 - 10/31/2012	Last option
Telescoping Steel Sign Post System	10/31/2014	J & A Traffic Products	Public Works & Utilities	11/1/2011 - 10/31/2012	Last option
Trash Can Liners	10/31/2014	Massco, Inc.	Various	11/1/2011 - 10/31/2012	Last option
Valve Boxes	10/31/2014	Wichita Winwater Works Company	Public Works & Utilities	11/1/2012 - 10/31/2013	1 - 1 year option
Valves, Angle & Brass Low Lead	10/31/2014	Wichita Winwater Works Company	Public Works & Utilities	11/1/2012 - 10/31/2013	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
OCTOBER 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR OCTOBER 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Sum Total Systems Inc.	DP340743	Software Maintenance/Support	\$150,643.04		
Infor Public Sector, Inc.	DP340748	Software Maintenance/Support	\$114,505.63		

CITY OF WICHITA  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council Members  
**SUBJECT:** Weapons Destruction  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

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**Recommendation:** Receive and file the report.

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

**Analysis:** The City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), and includes Exhibit A – 31 long guns and 91 handguns. The destruction of the weapons will be witnessed and monitored by staff.

**Financial Considerations:** None.

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

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

**Attachment:** List of weapons to be destroyed.

## OCT 2013 LONG GUN LIST TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	09C59167	WINCHESTER	WILDCAT	255MR00366	22	RB
2	09C64853	REMINGTON		245953	12GA	SI
3	09C57356	REVELATION	310A	UNK	12GA	SP
4	09C62723	MARLIN	1894	20110757	357	RL
5	09C42140	AMT	LIGHTNING	G10492	22	PI
6	09C51327	SMITH AND WESSON	293	N921046	44	PR
7	09C42506	RUGER	1022	24785284	22	RI
8	09C46071	SAVAGE ARMS	820B	UNK	12GA	SP
9	09C41152	CROSMAN	180 PELLGUN	UNK	22	RL
10	09C41127	MARLIN	60	13318913	22	RS
11	09C51272	REMINGTON	WINGMASTER 870	V256890V	12GA	SP
12	09C49590	RUGER	1022	23570614	22	RI
13	09C51369	MOSSBERG	500A	T427585	12GA	SP
14	09C52536	REMINGTON	1187	PC011367	12GA	SI
15	09C48707	WINCHESTER	12	1265033	20GA	SP
16	09C55879	NEW ENGLAND FIREARMS	PARDNER	NP335975	20GA	SS
17	09C55796	REMINGTON	NYLON 66	UNK	22	RS
18	09C54594	NEW ENGLAND FIREARMS	PARDNER P	NT369719	12GA	SS
19	09C51523	WINCHESTER	1300	L8170907	12GA	SP
20	09C49314	MAVERICK	88	MV56498G	12GA	SP
21	09C49364	MAVERICK	88	MV68199N	12GA	SP
22	09C52052	KESSLER ARMS	30C	UNK	12GA	SB
23	09C48067	HESSE	47	AB310537	7.62	RI
24	09C44751	LABANU INC	SKS	9137248	7.62	RI
25	09C52689	COLT	AR15A2	233997	223	RI
26	09C49590	DPMS	A15	F023116	223	RI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	09C46932	RUGER	1022	12985967	22	RI
28	08C95949	REMINGTON	870 EXPRESS	B090165M	12GA	SP
29	07C13365	NORINCO	SKS	22007887	7.62	RI
30	08C92750	STURM RUGER	MINI 14	18051044	223	RI
31	09C46932	NORINCO	SKS	R123000050	7.62	RI
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## OCT 2013 HAND GUNS LIST TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	08C93132	EIG	1960		22	PR
2	08C97564	DAVIS INDUSTRIES	P380	AP229866	380	PI
3	08C94212	COBRA	D	38058	45	PD
4	09C63871	SMITH AND WESSON	469	TAA5120	9	PI
5	09C64873	RUGER	BLACKHAWK	3106031	357	PR
6	09C58535	SMITH AND WESSON	6906	BAW0784	9	PI
7	09C60609	TAURUS	PT145	NXI8125	45	PI
8	09C58560	RUGER	SECURITY SIX	15252561	357	PR
9	09C65577	HI POINT	CF380	P905500	380	PI
10	09C57005	LORCIN	L380	031685	380	PI
11	09C61091	EJERCITO ARGENTINO	1927	83880	45	PI
12	09C58535	JIMENEZ ARMS	JA380	033543	380	PI
13	09C59091	ROCKLEDGE	38 SPECIAL	1545447	38	PR
14	09C59167	BERETTA	21A	DAA080354	22	PI
15	09C65732	STERLING		E55237	22	PI
16	09C59152	JIMENEZ ARMS	JA380	019337	380	PI
17	09C61060	RAVEN ARMS	MP25	1503051	25	PI
18	09C58779	BROWNING		75057073	9	PI
19	09C58917	RAVEN ARMS	P25	356540	25	PI
20	09C57150	GLOCK		KMV462	9	PI
21	09C62759	BERSA	THUNDER 380	961883	380	PI
22	09C63750	RAVEN ARMS	MP25	1833628	25	PI
23	09C62193	DMPROD		4474	22	PR
24	09C58830	CLERKE	CLERKELST	902435	32	PR
25	09C58917	JIMENEZ	JA NINE	035976	9	PI
26	09C62699	RG INDUSTRY	RG14	L575541	22	PR

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	09C58402	RUGER	P94	34153128	40	PI
28	09C58248	RAVEN ARMS	MP25	1821 765	25	PI
29	09C64374	TITAN		D937932	25	PI
30	09C58656	WALTHER	P22	L155698	22	PI
31	09C62928	HAWES	21	358036	22	PR
32	09C60727	NORTH AMERICAN ARMS		G05984	22	PD
33	09C51226	TAURUS	PT140 PRO	SAW55124	40	PI
34	09C51526	CHARTER ARMS	UNDERCOVER	86157	38	PR
35	09C55540	RG	30	30875	22	PR
36	09C55819	ROSSI	68	D287211	38	PR
37	09C52689	BRYCO ARMS	38	020634	38	PI
38	09C52938	BRYCO ARMS	T380	1267188	380	PI
39	09C53157	RUGER	P89	31242501	9	PI
40	09C52037	FOREHAND ARMS		438254	38	PR
41	09C51526	NORTH AMERICAN ARMS		L076611	22	PD
42	09C47658	RUGER	P90DC	66209664	45	PI
43	09C40365	COBRA	FS380	FS035815	380	PI
44	09C47658	RUGER	P89DC	30977984	9	PI
45	09C55559	SMITH AND WESSON	586	ADD1090	357	PR
46	09C40365	BERETTA	950BS	BER11667T	22	PI
47	09C47131	PHOENIX ARMS	RAVEN	3076900	25	PI
48	09C41099	ROSSI	M88	W245609	38	PR
49	09C43182	RUGER	P95DC	31106554	9	PR
50	09C43474	JIMENEZ FIREARMS	BRYCO59	922900	380	PI

51	09C48533	H&R	732	AC56145	32	PR
52	09C42562	H&R	32	L48015	32	PR

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	09C47955	FIE	E15	22139	22	PR
54	09C45629	TAURUS	PT140PRO	SZH77447	40	PI
55	09C42881	HIPOINT	JCP		40	PI
56	09C46369	JIMENEZ ARMS	JANINE	099932	9	PI
57	09C43177	RUGER	P85MK11	30357426	9	PI
58	09C45870	HIPOINT	JCP	X785484	40	PI
59	97C23947	JENNINGS	J22	517184	22	PI
60	09C47138	TANFOGLIO	GT27	51999	25	PI
61	09C40699	NORTH AMERICAN ARMS		G09843	22	PD
62	09C48067	GLOCK	17	GK985US	9	PI
63	09C42531	JIMENEZ ARMS	JANINE	037069	9	PI
64	09C46526	JIMENEZ ARMS	JANINE	115872	9	PI
65	09C41779	HIPOINT	CF380	P886032	380	PI
66	09C55283	RUGER	P85MKII	30262223	9	PI
67	09C56367	ROHM	RG105	104423	22	PR
68	09C52875	RUGER	P95DC	31103545	9	PI
69	09C53279	ARMINIUS	HW 357	1033799	357	PR
70	09C51526	FEG	PA63	AR0898	9	PI
71	09C52293	GLOCK	17	SS172US	9	PI
72	09C53534	SMITH AND WESSON	SW9VE	DSM3706	9	PI
73	09C54420	TAURUS	PT92AFS	TOB41774	9	PI
74	09C52689	RUGER	MKII	22115501	22	PI
75	09C52689	JIMENEZ ARMS	JANINE	079294	9	PI
76	09C53395	COBRAY	M11	890051920	9	PI

77	09C52052	SMITH AND WESSON	661	50K5980	357	PR
78	09C50259	GLOCK	17	TL593US	9	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
79	09C49671	RAVEN ARMS	P25	147505	25	PI
80	09C48320	ROSSI	461	AV543151	357	PR
81	09C52387	SMITH AND WESSON	459	A731297	9	PI
82	09C53395	INTRATEC	AB10	A027873	9	PI
83	09C55796	RG	RG14	445885	22	PR
84	09C53287	HIPOINT	C9	P1388779	9	PI
85	09C53836	FEG	PA63	AR3191	9	PI
86	09C52689	COLT	MK IV	FN07372	45	PI
87	09C49955	LLAMA		71041522601	45	PI
88	09C56038	TAURUS	ULTRA LITE		38	PR
89	09C51572	HAWES FIREARMS	WESTERN MARSHALL	36687	357	PR
90	09C55559	RAVEN ARMS	MP25	1881581	25	PI
91	09C55033	RUGER	P95DC	31285126	9	PI
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City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** City of Wichita Employees' Deferred Compensation Plan  
Amendment to Great-West Agreement for Recordkeeping  
And Communication Services

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the Amendment.

**Background:** In 1991, the City of Wichita hired Great-West to administer the deferred compensation plan. Following a Request for Proposal process in 1996, 2001, and 2007, Great-West was hired for three consecutive five-year periods. The current contract expired on October 27, 2013.

**Analysis:** The Deferred Compensation Board, with the assistance of their consultant, Hyas Group, released a Request for Proposal (RFP) for the deferred compensation plan recordkeeper on May 6, 2013. Finalist interviews were conducted on August 13, 2013. Great-West was selected as the recordkeeper, but contract negotiations are still in process. A three-month contract extension with two options to extend the Agreement with Great-West is needed to provide sufficient time to negotiate and finalize the new contract.

**Financial Considerations:** All costs associated with the administration of the program are borne by the participants of the program.

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

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

**Attachments:** Amendment No. 4 to Great-West Agreement for Recordkeeping and Communication Services §457 Deferred Compensation Plan.

**Important Note: Service Agreement Amendments, Pricing Change Agreements, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding agreements is in violation of our corporate governance and regulatory requirements. Changes cannot be implemented prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.**

A circular stamp with a dotted border. The text "OCT 29 2013" is printed in the center of the stamp.

**Great-West Retirement Services®**

**AMENDMENT NO. 4  
TO  
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES  
§457 Plan  
Group No. 98330-01**

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THIS AMENDMENT NO. 3 is entered into by and between Great-West Life & Annuity Insurance Company ("Great-West"), and/or any successor, assign or affiliate, and the City of Wichita, Kansas ("Employer") with respect to the services to be provided by Great-West Retirement Services®, a unit of Great-West, to the City of Wichita Employees Deferred Compensation Trust (the "Plan").

Effective April 8, 2008, Great-West and Employer entered into the Agreement for Recordkeeping and Communication Services ("Agreement"), under which Great-West provides certain recordkeeping and communication services for the Employer with respect to the Plan; and

Effective September 21, 2010, Great-West and Employer entered into Amendment No. 1 to the Agreement; and

Effective March 20, 2012, Great-West and Employer entered into Amendment No. 2 to the Agreement to administer Unforeseeable Emergency Requests.

Effective January 4, 2013, Great-West and Employer entered into Amendment No. 3 to the Agreement to extend the term of the Agreement.

Great-West and the Employer have agreed that it would be beneficial to amend the Agreement for a new Agreement term.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and other good and valuable consideration as herein provided, the parties agree to amend the Agreement as follows:

1. The following shall be added to the end of Subsection A of Section 4 Term and Termination of the Agreement.

"In addition, Employer and Great-West hereby agree to extend the Agreement to January 25, 2014 and Employer shall have the option to extend the Agreement for two (2) successive ninety (90) day periods with thirty (30) days written notice to Great-West prior to the expiration of each respective period."

2. In all other respects the Agreement shall remain in full force and effect.
3. This Amendment No. 4 will take effect October 28, 2013 (the "Effective Date").

IN WITNESS WHEREOF, the parties by signing this Amendment No. 4, in duplicate, certify that they have read and understood it, that they agree to be bound by the terms of the Amendment No. 4 and that they have the authority to sign it.

**For: City of Wichita, Kansas**

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For: Great-West Life & Annuity Insurance Company**

Signature:  \_\_\_\_\_

Date 10.20.13

Name: Brent Neese

Title: Vice President, Government Markets

**APPROVED AS TO FORM:**

BY:  \_\_\_\_\_  
CITY ATTORNEY

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments, Lot Clean Up (Districts I, III, IV, V and VI)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

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**Recommendation:** Approve the assessment and place the ordinance on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean-up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the (MABCD) bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional 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. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

**Attachments:** Property List for Special Assessment and ordinance.

<b>Geo Code #</b>	<b>PIN #</b>	<b>Address / Location</b>	<b>Amount</b>	<b>District #</b>
D 03700	203323	2914 W Maple St	\$763.41	4
B 05398	124550	1342 S Emporia Ave	\$641.40	3
B 10522	130769	2825 S Pattie Ave	\$415.00	3
B 04728	123809	Vacant Lot West of 415 E Indianapolis	\$561.06	3
B 01587	120170	1420 N Emporia	\$433.20	6
C 02031	137820	229 N Poplar Ave	\$576.90	1
B 03258	121992	532 N Wabash Ave	\$810.40	1
D 09581	210761	4629 W 2 <sup>nd</sup> St N	\$392.80	6
B 01727	120333	1547 N Santa Fe	\$723.84	6
A 06361	106647	1423 S Waco	\$726.98	3
D 09465	210641	548 N Baehr St	\$655.00	6
C 09795	154495	219 S Minnesota Ave	\$593.17	1
D 04429	204210	429 N Seneca St	\$471.90	6
D 08849	209849	402 S Mccomas ST	\$430.80	4
B 12383	132533	4443 S Ida	\$1,427.66	3
D 18388	219681	730 N Eisenhower Ave	\$683.20	5
D 18177	219467	1025 N Clara St	\$964.71	5
C 00248	134973	411 N Madison Ave	\$1,569.05	1
C 36756	181720	Vacant Lot South of 320 N Piatt	\$395.00	1
B 07504	127117	738 S Laura	\$678.56	1
D 02966	202195	2403 W Walker	\$635.00	1
D 04004	203678	141 N Edwards Ave	\$602.80	6
A 06313	106590	1353 S Main	\$785.60	3
A 07869-0002	108367	2111 S Gold St	\$657.51	3
D 00704	199350	833 S Dodge Ave	\$779.62	4
C 00147	134695	429 N Piatt Ave	\$605.00	1
D 02063	201074	819 W Dayton Ave	\$655.00	4
C 18657	164357	1748 S Green Acres	\$1227.20	3
A 07962	108494	1547 N Burns	\$624.56	6
B 04028 000B	123025	1815 N Mathewson Ave	655.00	1
D 05719	206006	138 S Sedgwick St	\$666.18	4
C 02605	138501	525 N Green St	\$827.20	1
D 14861	216020	1802 S Saint Paul Ave	\$1020.22	4
B 08403-0003	128137	1837 S Ellis Ave	\$755.03	3
B 04667	123747	1015 S Topeka Ave	\$588.55	3
C 13563	159237	2003 N Chautauqua Ave	\$927.20	1
A 02012-0002	101388	1556 N Waco Ave	\$731.80	6
C 01398-0001	136866	1831 N Madison Ave (Vacant Lot S of 1837 N Madison)	\$553.51	1
C 01297-000A	136605	1728 N Kansas Ave	\$530.80	1
A 07159	107496	1922 S Waco Ave	\$792.30	3
D 08914	209941	1518 S Gordon Ave	\$574.42	4
D 11687	212855	Vacant Lot North of 500 N Clara	\$611.69	6
D 15992	217233	3945 W 32 St N	\$585.00	4
D 01913	200900	501 S Oak St	\$604.38	4

A 09458	110414	2555 N Somerset Ave	\$800.60	6
B 02459	121119	1405 E 3rd St N	\$615.00	1
C 02515-005A	138397	2647 E 8th St N	\$942.97	1
D 03638-0001	203258	131 S Edwards Ave	\$744.32	4
D 14724	215903	128 N Joann St	\$960.91	6
D 05542-0001	205765	1602 S Elizabeth Ave	\$1,103.48	4
C 02704-000B	138657	2652 E 8th St N	\$1,316.42	1
C 23337	168891	2137 S Terrace Dr	\$636.48	3
B 02599	121261	342 N Pennsylvania Ave	\$838.72	1
C 12787	158493	3207 E Penley Dr	\$884.20	3
C 13459	159133	2919 E Maplewood Dr	\$389.86	1
C 04607	140801	1619 N Fairmount Ave	\$1,195.65	1
A 10476-000A	111267	2511 N Burns Ave	\$909.85	6

Published in the Wichita Eagle on December 2, 2013

ORDINANCE NO. 49-611

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

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

**Legal of Parcel in Benefit District**

**Assessment**

LOTS 19-21 EAGLE ADD.	433.20
LOTS 8-10 HEIL ADD.	810.40
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	561.06
LOTS 84-86 EMPORIA AVE ZIMMERLY'S 3RD. ADD.	641.40
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	415.00
LOT 12 EXC N 2 FT-ALL LOTS 14-16 POPLAR ST. FIREBAUGH'S SUB. BLK. 4 CHAUTAUQUA ADD.	576.90
LOTS 68-70 MAPLE ST SMITHSON'S SUB	763.41
LOTS 20-22 WACO AVE. FITZGERALD'S 2ND. ADD.	726.98
LOTS 37-39 NORTH PARK ADD.	723.84
LOT 4 BLOCK 2 MC KNIGHT PLACE ADD.	593.17
LOT 22 BLOCK 4 ORCHARD PARK ADD.	655.00
LOT 24 BLOCK 10 ORCHARD PARK ADD.	392.80
S 5 FT LOT 79 & N 25 FT LOT 81 MAIN ST. FITZGERALD'S ADD.	785.60
S 21 FT LOT 9-ALL OF LOT 11 & N 6 FT LOT 13 GOLD AVE. FAIR GROUNDS ADD.	657.51

LOTS 10-12 & N 5 FT LOT 14 MILTNER ADD	678.56
LOT 4 BRYANT ADD.	1427.66
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	605.00
N 8 FT LOT 11-ALL LOT 13 & S 9 FT LOT 15 2ND. NOW MADISON DEVORE'S SUB.	1569.05
LOT 1 BLOCK 1 HAMPTON ADD.	395.00
LOTS 27-29 DODGE AVE. LAWRENCE 7TH. ADD.	779.62
LOTS 58-60 DAYTON AVE. GLENDALE ADD.	655.00
LOTS 2-4 POWER NOW SEDGWICK ST. STILES & SMITH'S ADD	635.00
LOTS 9-10 BLOCK 3 ACADEMY PARK ADD	602.80
LOTS 117-119 SENECA ST. MC CORMICK'S 2ND. ADD.	471.90
LOTS 2-4-6 BLOCK 7 QUINCY ADD.	430.80
N 75 FT S 275 FT LOT 25 EXC WEST FOREST ADDITION R A MORRIS TRACTS ADD.	964.71
W 136 FT LOT 8 BLOCK B WEST CENTRAL GARDENS ADD.	683.20
LOTS 9-11 COX'S ADD.	624.56
LOTS 15-17 MATHEWSON AVE. D. W. JONES ADD.	655.00

LOT 10 BLOCK G GREENDALE ADD.	1227.20
LOTS 22-23 BLOCK 2 MARTINSON'S 9TH. ADD.	666.18
S 20 FT LOT 121-ALL LOT 123 BLOCK 4 ORME & PHILLIPS ADD.	588.55
LOTS 65-67 ELLIS AVE. STRONG'S ADD.	755.03
LOTS 24-26 BLOCK 3 KANSAS ADD.	530.80
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	553.51
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	827.20
LOT 5 BLOCK 18 SHADY BROOK ADD.	927.20
LOT 7 BLOCK 4 DOWNTAIN'S 1ST. ADD.	1020.22
W 96.3 FT S 6 FT LOT 1 & W 96.3 FT LOT 3 WACO AVE SHERWOODS ADD	731.80
LOTS 5-7 WACO AVE. ENGLISH'S 9TH. ADD.	792.30
LOT 21 BLOCK 3 BUILDERS FIFTH ADD.	800.60
LOT 47 CLEVELAND AVE. MATHEWSON'S 4TH. ADD.	615.00
W 50 FT E 250 FT N 110 FT RES A MOSSMAN'S ADD.	942.97
LOT 23 KAEISER'S ADD.	604.38

N 50 FT S 100 FT E 1/2 LOT 25 SMITHSON'S ADD.	744.32
LOTS 162-164 PALMERSTON AVE. NOW GORDON AVE. RICHMOND'S 3RD. ADD.	574.42
LOT 7 BLOCK 4 KELL HAWKINS ADD.	611.69
LOT 2 BLOCK 2 4TH ADD TO SOUTHWEST VILLAGE	585.00
LOT 41 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	838.72
E 17 FT LOT 34-ALL LOT 36 & W 6 FT LOT 38 ALICE'S SUB.	1316.42
LOT 2 BLOCK 2 PAUL'S ADD.	884.20
LOT 5 BLOCK 13 SHADY BROOK ADD.	389.86
LOT 35 TERRACE DR. EDGETOWN PARK ADD.	636.48
LOTS 2-4 EXC E 40 FT ELIZABETH AVE BLOCK C PRINCESS ADD	1103.48
LOT 6 BLOCK D MT CARMEL 4TH. ADD.	960.91
LOT 15 BLOCK A COMMUNITY ADD.	909.85
LOTS 77-79-81 FAIRMOUNT AVE. FAIRMOUNT ADD.	1195.65

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **26th day of November, 2013.**

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments, Cutting Weeds (All Districts)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and place the ordinance on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to mowing weed private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the (MABCD) bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the mowing weed costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the (MABCD) is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional 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. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

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

**Attachments:** Property List for Special Assessment and ordinance.

**PIN #                      GEO CODE #                      ADDRESS / LOCATION                      AMOUNT                      DISTRICT #**

00215868	D 14689	2422 W 1st	\$123.50	6
00206101	D 05805	325 N Elizabeth	\$123.50	6
00465899	A 18929	525 W 48th N	\$123.50	6
00101100	A 01777	1439 N Otis	\$123.50	6
00120115	B 01541	1611 N Topeka	\$247.00	6
00122515	B 03649	V/L SE Corner 10th & Ohio	\$123.50	1
00558828	C 60962	2712 E Kite	\$123.50	1
00106588	A 06311	1341 S Main	\$123.50	3
00106660	A 06374	1420 S Waco	\$123.50	3
00217518	D 16275	3220 S Leonine	\$123.50	4
00241012	D 38753	724 S Maize	\$123.50	4
00170104	C 24668	2320 N Volutsia	\$123.50	1
00235169	D 33728	11728 W 1ST	\$123.50	5
00199994	D 01098	421 S Richmond	\$123.50	4
00115350	A 151750001	2910 N Meridian	\$123.50	6
00200221	D 01289	122 N Athenian	\$123.50	6
00108878	A 08264	1485 N Coolidge	\$123.50	6
00198749	D 00427	V/L E of 832 W University	\$123.50	4
00104129	A 04509	1217 N Bitting	\$123.50	6
00100540	A 01273	1324 N Jackson	\$123.50	6
00100487	A 01221	1304 N Waco	\$123.50	6
00100485	A 01219	320 W 12th	\$123.50	6
00100572	A-01304	1304 N Fairview	\$123.50	6
00105635	A 05347	3221 N Fairview	\$123.50	6
00128582	B 08673	V/L NW corner of 9th & Indiana	\$246.00	1
00122238	B 03405	1103 N Hydraulic	\$123.50	1
00122240	B 03406	1105 N Hydraulic	\$123.50	1
00181720	C 36756	V/L S of 320 N Piatt	\$124.00	1
00136069	C 009430001	1303 N Ash	\$123.50	1
00136344	C 011460001	1504 N Ash	\$123.50	1
00157535	C 11915	2326 E Mossman	\$123.50	1
00166327	C 20912	2709 E 24th	\$123.50	1
00138187	C 02370	803 N Chautauqua	\$247.00	1
00188976	C 42729	2645 S White Cliff	\$123.50	2
00167291	C 21814	810 San Pablo	\$123.50	2
00171711	C 26259	914 S Apache	\$123.50	2
00171267	C 25878	1708 Fabrique	\$123.50	3
00175488	C 30122	4219 E Boston	\$123.50	3
00174828	C 29474	3585 E Ross Pkwy	\$123.50	3
00155229	C 104320001	657 S Roosevelt	\$123.50	3
00151412	C 06957	802 S Vassar	\$123.50	3
00173322	C 27905	2331 S Estelle	\$123.50	3

00160118	C 14246	1657 S Grove	\$123.50	3
00157268	C 11654	1243 S Minneapolis	\$123.50	1
00132446	B 12289	1638 E Georgia	\$123.50	3
00130140	B 09919	2203 S Greenwood	\$123.50	3
00131764	B 11463	1301 E Berkley	\$123.50	3
00128776	B 087920001	1906 S Pattie	\$123.50	3
00130275	B 10041	2542 S Laura	\$123.50	3
00127244	B 07632	NE corner of Bayley & Washington	\$123.50	1
00123930	B 04830	V/L N of 1030 S Emporia	\$123.50	3
00106244	A 06015	1015 S Main	\$123.50	3
00106246	A 06017	1029 S Main	\$123.50	3
00106440	A 06192	1023 S Wichita	\$247.00	3
00107442	A 07105	1902 S Waco	\$123.50	3
00108119	A 07696	1938 S Palisade	\$123.50	3
00108367	A 078690002	2111 S Gold	\$123.50	3
00108072	A 07661	1721 S Exchange	\$123.50	3
00226492	D 25669	4633 S Laclede	\$123.50	4
00201026	D 02024	701 S Sycamore	\$123.50	4
00207401	D 06575	907 W Irving	\$123.50	4
00201780	D 02681	1519 S Martinson	\$123.50	4
00202736	D 03340	2102 W Walker	\$123.50	4
00215483	D 14300	3415 S Everett	\$123.50	4
00348566	D 49680	5135 S Mt Carmel	\$123.50	4
00348645	D 49756	5202 S Mt Carmel	\$123.50	4
00223977	D 23022	8240 W 9th	\$123.50	5
00223847	D 22892	838 N Country Acres	\$123.50	5
00205084	D 050700001	2510 W 3rd	\$123.50	6
00118020	A 17353	4815 N Seneca	\$123.50	6
00105184	A 050810002	2389 Salina	\$123.50	6
00105256	A 05116	2303 N Woodland	\$123.50	6
00100855	A 015640001	SE corner 11th & Market	\$246.00	6
00122312	B 03461	V/L S of 1224 N Indiana	\$123.50	1
00138924	C 02935	1317 N Erie	\$123.50	1
00165538	C 19948	5831 E Avalon	\$123.50	1
00187097	C 41135	2503 S White Cliff	\$123.50	2
00174030	C 28676	8203 E Orme	\$123.50	2
00175755	C 30418	8107 E Orme	\$123.50	2
00167407	C 21912	646 S Woodlawn	\$246.00	2
00164371	C 18671	1831 S Drollinger	\$123.50	3
00179400	C 34520	3106 S Oliver	\$123.50	3
00157940	C 12295	736 S Crestway	\$123.50	3
00175077	C 29715	V/L N of 3065 S Yale	\$123.50	3
00167066	C 21673	3410 Funston	\$123.50	3

00152755	C 08135	611 S Volutsia	\$123.50	1
00130471	B 10232	2002 S Greenwood	\$123.50	3
00126882	B 07304	1001 S Greenwood	\$123.50	1
00133105	B 13402	1309 E 52nd S	\$123.50	3
00133107	B 13404	1221 E 52nd S	\$123.50	3
00128765	B 08786	1915 S Pattie	\$123.50	3
00128232	B 08471	1018 E Skinner	\$123.50	3
00124708	B 05526	1900 S Washington	\$123.50	3
00124905	B 05713	V/L S of 701 E Harry	\$123.50	3
00107612	A 07258	2033 S Water	\$123.50	3
00111360	A 10540	3243 S Palisade	\$123.50	3
00213373	D 12193	1103 W Fultz	\$123.50	4
00107361	A 07030	1807 S Market	\$123.50	3
00225788	D 24982	4503 S Oak	\$123.50	4
00201828	D 027080001	1717 W Walker	\$123.50	4
00199519	D 00776	831 S Elizabeth	\$123.50	4
00202019	D 02821	V/L SW corner Orient & Everett	\$123.50	4
00209884	D 088780001	1143 S Edwards	\$123.50	4
00121784	B 03068	943 N Indiana	\$123.50	1
00173997	C 28642	1227 N Spruce	\$123.50	1
00138501	C 02605	525 N Green	\$123.50	1
00159220	C 13547	3034 E Carman	\$123.50	1
00178701	C 33856	2716 N Pershing	\$123.50	1
00160687	C 14776	857 N Edgemoor	\$123.50	1
00223016	D 22075	201 S Ridge	\$123.50	5
00219364	D 18113	629 N Hoover	\$123.50	6
00213716	D 12525	3571 W Ponderosa	\$123.50	6
00203153	D 03562	2909 W Maple	\$123.50	4
00207668	D 068140015	440 S Knight	\$123.50	4
00203164	D 03572	323 S St Paul	\$123.50	4
00205124	D 05111	460 N Gordon	\$123.50	6
00114967	A 14806	2524 W 36th N	\$123.50	6
00108687	A 08118	126 W Aley	\$123.50	6
00122455	B 03592	1109 N Cleveland	\$123.50	1
00121714	B 03002	543 N New York	\$123.50	1
00141377	C 05100	141 S Kansas	\$123.50	1
00136807	C 013810001	1802 N Piatt	\$123.50	1
00139130	C 03119	1022 N Poplar	\$123.50	1
00139134	C 03123	1036 N Poplar	\$123.50	1
00138723	C 027480001	V/L N of 1332 N Poplar	\$123.50	1
00166462	C 21047	2361 N Poplar	\$123.50	1
00159741	C 14013	V/L S of 827 N Green	\$123.50	1
00162372	C 16687	V/L S of 906 N Green	\$123.50	1
00138791	C 02808	1258 N Green	\$123.50	1

00138823	C 02840	1233 N Estelle	\$123.50	1
00138824	C 02841	V/L N of 1223 N Estelle	\$123.50	1
00139626	C 03532	1438 N Estelle V/L 2 S of 1446 N Estelle	\$123.50	1
00139624	C 03530	1446 N Estelle	\$123.50	1
00139623	C 03529	1452 N Estelle V/L N of 1446 N Estelle	\$123.50	1
00139610	C 03516	1457 N Estelle	\$123.50	1
00141015	C 047520001	1907 N Erie	\$123.50	1
00158982	C 13284	V/L E of 2602 E Stadium	\$123.50	1
00158984	C 13286	V/L W of 2604 E Stadium	\$123.50	1
00159006	C 13315	V/L E of 2621 E Stadium	\$123.50	1
00172451	C 27019	8027 E Lynwood	\$123.50	2
00168452	C 22929	632 S Whittier	\$123.50	2
00158053	C 12348	647 S Sylvan	\$123.50	3
00159976	C 14173008J	806 S Pinecrest	\$123.50	3
00175595	C 30226	1334 S Bluffview	\$123.50	3
00157482	C 11871	1121 S Minnesota	\$123.50	1
00167923	C 22433	2708 S Mason Terrace	\$123.50	3
00124813	B 05628	1801 S Mosley	\$123.50	3
00483375	D 54006	V/L E of 2803 W Angel	\$123.50	4
00327182	D 056410002	V/L Vine & Orient	\$123.50	4
00204642	D 04816	1742 S Glenn	\$123.50	4
00204739	D 04883	1907 S Hiram	\$123.50	4
00204788	D 049180001	V/L N of 1927 S Glenn	\$123.50	4
00202392	D 03112	1002 S Richmond	\$123.50	4
00245465	D 42603	11710 W Murdock	\$123.50	5
00227363	D 26533	10000 W Cindy	\$123.50	5
00220169	D 18614	3rd V/L W of 3312 W Murdock	\$123.50	6
00113233	A 13244	3044 N Hood	\$123.50	6
00102102	A 02651	2048 N Arkansas	\$123.50	6
00128997	B 088830001	V/L N of 1133 N Wabash	\$123.50	1
00122399	B 03542000A	V/L S of 1246 N Wabash	\$123.50	1
00122421	B 03560	V/L S of 1247 N Wabash	\$123.50	1
00122363	B 03510	V/L S of 1331 N Ohio	\$123.50	1
00122371	B 03518	V/L S of 1253 N Ohio	\$123.50	1
00122372	B 03519	1225 N Ohio	\$123.50	1
00121777	B 03061	920 N Ohio	\$123.50	1
00121740	B 03025	V/L N of 913 N Ohio	\$123.50	1
00122456	B 03593	1115 N Cleveland	\$123.50	1
00121563	B 02861	V/L between 1405 & 1413 E 9th	\$123.50	1
00136128	C 00995	V/L S of 1325 N Kansas	\$123.50	1
00136172	C 01030	V/L S of 1308 N Minneapolis	\$123.50	1
00136171	C 010290001	1308 N Minneapolis	\$123.50	1
00136166	C 01026	1334 N Minneapolis	\$123.50	1
00136196	C 01050	V/L N of 1342 N Minnesota	\$123.50	1

00136739	C 013670001	1451 N Minnesota	\$123.50	1
00136039	C 00920	2nd V/L N of 1340 N Piatt	\$123.50	1
00136265	C 01098	V/L S of 1456 N Piatt	\$123.50	1
00136253	C 010900001	1602 N Piatt	\$123.50	1
00136246	C 01087	2035 E 16th	\$123.50	1
00136387	C 011770001	1431 N Madison	\$123.50	1
00138556	C 026460002	641 N Poplar V/L s of 647	\$123.50	1
00138491	C 02595	630 N Green	\$123.50	1
00138475	C 02580	637 N Estelle	\$123.50	1
00139217	C 031930001	1608 N Volutsia	\$123.50	1
00138328	C 024860001	2922 E Mossman	\$123.50	1
00140612	C 04443	1313 N Fairmount	\$101.75	1
00140613	C 044430001	V/L N of 1313 N Fairmount	\$101.75	1
00155382	C 10499000C	602 N Oliver	\$123.50	1
00165770	C 20178	1627 N Oliver	\$123.50	1
00162128	C 164750003	1630 N Floberta	\$123.50	1
00159481	C 13748	916 N Harding V/L N of 910	\$123.50	1
00155431	C 105180003	654 N Harding	\$123.50	1
00155359	C 10478	5006 E Pine	\$123.50	1
00160623	C 14712	938 N Old Manor	\$123.50	1
00160635	C 14724	909 N Parkwood	\$123.50	1
00196735	C 49488	3518 N Gouverneur	\$123.50	1
00480108	C 53577	9224 E 42nd N	\$123.50	2
00127243	B 07631	2nd V/L N of NE crn Bayley & Washington	\$101.75	1
00127242	B 07630	3rd V/L N of NE crn Bayley & Washington	\$101.75	1
00123809	B 04728	V/L W of 415 E Indianapolis	\$123.50	3
00123821	B 04737	919 S Emporia	\$123.50	3
00485075	D 54084	5638 S Minnie	\$123.50	4
00520368	D 57147	V/L W of 6417 W Conrey	122.50	5
00209656	D 08731	117 N Baehr	122.50	6
00210761	D 09581	4629 W 2nd V/L SE corner 2nd & Baehr	122.50	6
00203258	D 036380001	131 S Edwards	122.50	4
00203678	D 04004	141 N Edwards	122.50	6
00349676	A 18462	5908 N Palm Ln	122.50	6
00108494	A 07962	1547 N Burns	122.50	6
00109474	A 086860001	2046 N Park Pl	122.50	6
00152913	C 08284	V/L E of 1717 E 3rd (1721)	122.50	1
00137160	C 01487000A	2044 N Kansas	122.50	1
00137227	C 015170002	2048 N Minneapolis	122.50	1
00136580	C 012830001	1701 N Minnesota	122.50	1
00136176	C 01033	V/L N of 1337 N Minnesota	122.50	1
00568056	C 011120006	SW corner of 16th & Ash	122.50	1
00162249	C 16532	2139 E Shadybrook	122.50	1
00161657	C 16095	2308 E Shadybrook	122.50	1

00135165	C 003270001	301 N Spruce	122.50	1
00136530	C 01255	1545 N Grove	122.50	1
00136958	C 014320001	1827 N Grove	122.50	1
00138792	C 02809	V/L S of 1258 N Green	122.50	1
00139156	C 03140	V/L S of 1044 N Green	122.50	1
00139155	C 03139	V/L N of 1026 N Green (1032)	122.50	1
00153512	C 0883000A2	1523 N Estelle	122.50	1
00139747	C 036180001	1630 N Estelle	122.50	1
00139656	C 035620001	1708 N Estelle	122.50	1
00139259	C 032200001	1739 N Erie	122.50	1
00158447	C 12742	1541 N Erie	122.50	1
00139006	C 03007	V/L N of 1336 N Chautauqua	122.50	1
00139005	C 03006	2nd V/L N of 1336 N Chautauqua	122.50	1
00139325	C 03268	1722 N Chautauqua	122.50	1
00139305	C 03252	V/L S of 1735 N Chautauqua	122.50	1
00139308	C 03254	V/L N of 1741 N Chautauqua (1745)	122.50	1
00173414	C 27997	607 N Brookfield	122.50	2
00184550	C 39216	5749 E Ayesbury Cir	122.50	1
00184314	C 38978	9325 E Osie	122.50	2
00170319	C 24881	5924 E Bellaire	122.50	3
00484511	C 55125	7035 S Volutsia	122.50	3
00132578	B 12427	4741 S Lulu	122.50	3
00202121	D 02906	1940 S Meridian	122.50	4
00122527	B 03661	V/L N of 1040 N Wabash	122.50	1
00164797	C 19135	1802 E Looman	122.50	1
00138820	C 02837	V/L S of 1253 N Estelle	122.50	1
00138446	C 02552	606 N Estelle	122.50	1
00161439	C 15878	1627 N Belmont	122.50	1
00156821	C 11178	457 N Pinecrest	122.50	1
00161911	C 16343	1559 N Old Manor	122.50	1
00224434	D 23688	1324 N Brunswick	123.50	5
00487375	D 54607	V/L E of 234 S Kessler	123.50	4
00206933	D 06122040D	3615 W Maple	123.50	4
00207685	D 068150013	441 S Leonine	123.50	4
00207414	D 06588	630 N Sheridan	123.50	6
00104233	A 045980001	1209 W 11th	123.50	6
00102904	A 033520001	2709 N Jackson	123.50	6
00119061	B 00511	V/L SE corner Topeka & Pine	123.50	6
00119060	B 00510	2nd V/L SE corner Topeka & Pine	123.50	6
00120303	B 01707	1504 N St Francis	123.50	6
00122174	B 03347	V/L N of 1121 N Mathewson	123.50	1
00130478	B 10239	1727 N Pennsylvania	123.50	1
00157685	C 12064	2009 E Murdock	123.50	1
00157543	C 11923	V/L W of 2051 E 9th	123.50	1

00157545	C 11925	970 N Piatt	123.50	1
00135844	C 00770	1030 N Ash V/L S of 1036	123.50	1
00135845	C 00771	2nd V/L S of 1036 N Ash	123.50	1
00135931	C 00842	1142 N Ash	123.50	1
00169859	C 24398	2601 N Madison	123.50	1
00135629	C 00651	546 N Madison V/L S of 554	123.50	1
00138835	C 02852	2703 E 13th	123.50	1
00138540	C 02636	515 N Poplar V/L W of 520	123.50	1
00139144	C 03131	1055 N Green SW corner 10th & Green	123.50	1
00138794	C 02811	V/L S of 1244 N Green	123.50	1
00138816	C 02833	V/L N of 1301 N Estelle	123.50	1
00139550	C 034690002	1518 N Estelle	123.50	1
00194327	C 47253	9002 E Cessna	123.50	2
00162313	C 165890002	1054 S Clifton	123.50	3
00152933	C 08303	1134 S Hydraulic	123.50	1
00131831	B 115170001	V/L N of 1502 E Berkeley	123.50	3
00106647	A 06361	1423 S Waco	123.50	3
00223048	D 22106	7614 W Jennie	122.50	5
00200246	D 01312	128 N Clarence	122.50	6
00183229	C 38065	9320 E Barron	122.50	2
00157801	C 12205	2109 E Mesita	122.50	1

Published in the Wichita Eagle on December 2, 2013

ORDINANCE NO. 49-612

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

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

**Legal of Parcel in Benefit District** **Assessment**

LOTS 107-109-111 TYLER NOW GROVE ST. LOGAN ADD.	122.50
LOT 10 BLOCK A MT CARMEL 4TH ADD	123.50
LOTS 41-43 BLOCK 7 LA MASCOTTE ADD.	123.50
LOT 2 BLOCK 5 EASTMOOR ADD.	123.50
LOT 16 BLOCK 5 GOLDEN HILLS 5TH. ADD.	123.50
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	123.50
LOT 19 BLOCK 3 COUNTRY SIDE ADD.	123.50
LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	123.50
N 20 FT LOT 35 & S 20 FT LOT 37 TOPEKA AVE. J. P. HILTON'S ADD.	123.50
LOT 5 SIDELS REPLAT	123.50
LOT 1 BLOCK 1 HAMPTON ADD.	124.00
LOTS 13-15 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	123.50

LOTS 48-50-52-54 EXC E 3 FT TKN FOR ST GUY NOW PIATT AVE LOGAN ADD	123.50
LOT 18 BLOCK 3 APPLEWOOD FARMS ADD.	122.50
LOTS 10-12 ESTELLE AVE. ROSE HILL ADD.	123.50
LOTS 2-4 BLOCK 17 J O DAVIDSON'S 2ND. ADD.	123.50
LOTS 26-28 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	122.50
LOTS 173-174 NORTH LAWN ADD.	123.50
LOT 2 BLOCK 9 SCHWEITER'S 8TH. ADD.	122.50
LOTS 20-21 PHILLIP'S ADD.	123.50
LOT 4 EXC S 10 FT NORTHERN ACRES ADD.	123.50
LOT 5 BLOCK 2 LEEWOOD VILLAGE AT NORTHROCK ADD.	123.50
LOT 24 BLOCK 1 LOUIS 4TH. ADD.	123.50
LOT 4 BLOCK 1 IVES ADD	122.50
LOT 14 BLOCK 4 QUAIL MEADOWS THIRD ADD.	122.50
W 51 FT E 126 FT S 140 FT LOT 3 BLOCK 5 LAWRENCE ADD.	123.50
LOTS 37-39 JACKSON AVE. MC TAGGART'S ADD.	123.50
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.50
LOTS 68-70 ALLEN NOW MATHEWSON AVE. GETTO'S ADD. EXEMPT 535-7	123.50
LOTS 21-23 JOHNSON NOW KANSAS AVE. BLACK'S ADD.	123.50
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	123.50
N 1/2 LOT 1 BLOCK 1 CRESTHILL ADD.	122.50
LOTS 7-9 BLOCK 13 WHITLOCK'S REPLAT	123.50

ODD LOTS 81-83 EDWARDS ST. RICHMOND'S 3RD. ADD.	123.50
LOT 8 BLOCK B MERIDIAN GARDENS 2ND ADD.	123.50
LOT 42 EXC N 15 FT - ALL LOTS 44- 46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	123.50
LOT 12 BLOCK 1 PARKMORE ADD.	123.50
LOT 18 BLOCK 3 BUILDERS FIRST ADD.	122.50
LOT 19 BLOCK 2 BONNIE BRAE ADD.	123.50
LOTS 14-16 NORRIS SUB.	123.50
LOTS 54-56 GREEN ST. FAIRMOUNT PARK ADD.	122.50
S 3 FT LOT 46-ALL LOTS 48-50 BLOCK 2 KANSAS CITY ADD.	123.50
LOTS 6-8 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	123.50
LOT 18 BLOCK 1 GENTRY 2ND. ADD.	123.50
LOTS 14-16 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	122.50
W 32.49 FT N1/2 NE1/4 NW1/4 SEC 25-27-1W	123.50
LOTS 65-67 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	123.50
LOTS 129-131 MAIN ST. LEE'S ADD.	123.50
PT LOTS 1-2 BEG 40 FT SW SE COR LOT1 NWLY 35.5 FT M-L N 65.5 FT NW 37 FT M-L TO PT ON N LI LOT 1 SAID PT BEING 21 FT NE OF NW COR LOT 1 SW 76 FT TO MOST NWLY COR LOT 2 SE TO MOST SLY COR LOT 2 NE 30.62 FT TO BEG & ALL LOT 3 & NELY 4 FT LOT 4 BLOCK 18 EASTRIDGE 4TH. ADD.	123.50
LOTS 32-33 BLOCK 5 MARTINSON'S 7TH. ADD.	123.50

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

LOTS 62-64 WABASH AVE. BURLEIGH'S 3RD. ADD.	123.50
LOT 31 EXC S 100 FT E 90 FT THEREOFHAMPTON ACRES ADD.	122.50
LOTS 26-28 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	123.50
LOT 132 BLOCK 14 ORME & PHILLIPS ADD	123.50
LOT 23 BLOCK H LONGVIEW TERRACE ADD.	123.50
W 44 FT LOT 26 & E 32 FT LOT 27 BLOCK 4 SHADYBROOK ADD.	123.50
LOTS 41-43 ESTELLE AVE. FAIRMOUNT PARK ADD.	123.50
LOT 15 BLOCK 4 PURCELL'S 9TH. ADD.	123.50
LOT 2 BLOCK B MEADOWVIEW ESTATES ADD.	122.50
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	246.00
LOT 6 BLOCK B EASTRIDGE 6TH. ADD.	123.50
LOTS 85-87 CHAUTAUQUA AVE. CENTRAL AVE. ADD.	247.00
LOTS 60-62 KANSAS AVE. PARKVIEW ADD.	122.50
LOT 12 BLOCK 26 COUNTRY ACRES 2ND. ADD.	123.50
LOTS 25-27 OHIO AVE. BURLEIGH'S 3RD. ADD.	123.50
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.	123.50
E 55 FT LOTS 2-4-6-8 BLOCK C WHEELER'S ADD.	123.50
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	123.50
LOTS 51-53 EXC CANAL & EXC C-15010 BEG 55.8 FT E SW COR LOT 51 NW TO PT 42.6 FT E NW COR LOT 53 W 14.45 FT SELY TO PT 15.56 FT W OF BEG E TO BEG PENNSYLVANIA AVE. GETTO'S ADD.	123.50
LOT 13 BLOCK 5 J. WALTER ROSS ADD.	122.50

LOTS 42-44 EXC PT TO STATE FOR HY WASHINGTON AVE. LINCOLN ST. ADD.	101.75
LOTS 92-94 EXC N 50 FT WALKER AVE GARFIELD 2ND. ADD.	123.50
LOT 40 BLOCK 1 STONEBRIAR ADD.	123.50
LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	123.50
LOT 3 BLOCK E HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	123.50
LOT 9 BLOCK 3 EAST HIGHLAND NORTH ADD.	123.50
LOTS 1-3 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	123.50
LOT 24 BLOCK 10 ORCHARD PARK ADD.	122.50
LOTS 1046-1048 FORREST AVE. GREIFFENSTEIN'S 13TH. ADD.	123.50
LOTS 64-66 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	122.50
W 65 FT LOTS 137-139-141-143 IDA AVE RANSON & KAYS 3RD ADD	123.50
LOT 10 BLOCK 2 PARKMORE ADD.	123.50
LOTS 42-43 SUPPL. PLAT OF ROSENTHAL'S 5TH.	123.50
LOTS 42-44-46-48 BLOCK 5 LINWOOD PARK ADD.	123.50
LOTS 15-17 WACO AVE. FITZGERALD'S 2ND. ADD.	123.50
LOTS 17-19 BLOCK 15 WHITLOCK'S REPLAT	123.50
LOT 15 EXC N 4 FT BLOCK 2 GREENBRIAR MANOR ADD.	123.50
BEG 598 FT W & 30 FT S NE COR S1/2 NE1/4 NE1/4 W 80 FT S 50 FT E 79.23 FT N 50 FT TO BEG SEC 8-27-1E	122.50
LOTS 51-52 BLOCK 3 EAST HIGHLANDS ADD.	123.50
LOT 32 EXC S 10 FT-ALL LOTS 33-34 BLOCK 19 UNIVERSITY HEIGHTS ADD.	123.50

LOT 6 BLOCK 1 REPLAT OF BLOCK 1 SUNNY-BROOK ADD.	123.50
N 1/2 LOT 77-ALL LOTS 79-81 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.	122.50
LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	123.50
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	123.50
LOTS 6-8 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	123.50
W 85 FT LOTS 145-147 WACO AVE. ENGLISH'S 8TH. ADD.	123.50
LOT 3 BLOCK C RIDGE PORT NORTH 5TH ADD.	122.50
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	123.50
LOT 14 BLOCK 15 SHADYBROOK ADD.	123.50
LOTS 51-53 BLOCK J RIVERSIDE PLACE ADD.	123.50

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

**Legal of Parcel in Benefit District**

**Assessment**

N 50 FT S 100 FT E 1/2 LOT 25 SMITHSON'S ADD.	122.50
LOTS 17-18-19 ROSENTHAL'S 2ND. ADD.	123.50
N 50 FT LOT 16 ESTELLE AVE. GETTO'S 2ND. ADD.	123.50
LOT 20 BLOCK D FALCON FALLS 2ND ADD	123.50
LOTS 1114-1116-1118 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	123.50
LOT 7 REEVES 2ND. ADD.	123.50
LOT 3 BLOCK B PINWOOD ESTATES ADD.	123.50

PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	122.50
LOTS 58-60 MINNEAPOLIS AVE. PARKVIEW ADD.	122.50
LOTS 51-53 BLOCK 7 OHIO ADD.	123.50
LOT 8 BLOCK 2 TOWNE PARC ADD.	123.50
LOT 10 BLOCK 6 REPLAT OF IVA FULTZ GARDENS	123.50
LOTS 29-31 ELIZABETH AVE LAWRENCE'S 7TH ADD.	123.50
LOT 1 FOX-HUEY ADD.	123.50
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.50
LOTS 62-64 ARKANSAS AVE. BROOKS & OLDHAMS ADD.	123.50
LOTS 146-148 & N 5 FT LOT 150 MADISON NOW VASSAR AVE. INDIANA SUB.	123.50
LOTS 108-109 ROSENTHAL'S 2ND. ADD.	123.50
LOTS 57-59 OHIO AVE. BURLEIGH'S 3RD. ADD.	123.50
LOT 8 GRAHAM-PRATER SUB. NO.2	122.50
N 87.5 FT S 1127.54 FT LOT 5 EXC E 114.5 FT BULLINGER GARDENS ADD	123.50
LOTS 1-2 BLOCK 7 UNIVERSITY HEIGHTS ADD.	122.50
LOT 4 BLOCK 16 4TH. ADD. TO SOUTHWEST VILLAGE	123.50
BEG SW COR RES. B N 178.55 FT E 150.86 FT SW 119.08 FT SWLY 95.02 FT TO SLY LI RES B WLY ALG SLY LI TO BEG EASTRIDGE 3RD. ADD.	246.00
LOT 22 & W1/2 ALLEY ADJ ON E BODINES ADD.	123.50
LOTS 1213-1215 JACKSON ST. LEWELLEN ADD.	123.50
LOTS 43-45 BLOCK 2 KANSAS ADD.	122.50

LOT 6 BLOCK H GREENDALE ADD.	123.50
S 125 FT N 375 FT LOT 4 CENTRAL ACRES	123.50
LOTS 33-35 OHIO AVE MOORE'S ADD.	123.50
LOT 5 BLOCK 6 OAK KNOLL ADD.	123.50
LOTS 37-39 CLIFTON AVE STUDENTS ADD	123.50
LOTS 18-20 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	123.50
LOTS 90-92-94 PIATT AVE. LOGAN ADD.	123.50
LOT 9 WEBB ACRES ADD.	123.50
N 10 FT LOT 37-ALL LOT 39 TOPEKA AVE. J. P. HILTON'S ADD.	123.50
LOT 3 PAULINS ADD	123.50
LOT 2 PERRY'S 2ND. ADD.	122.50
LOT 2 COX'S REPLAT	123.50
LOTS 22-24 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	123.50
N 60 FT LOT 7 BLOCK 2 SCHWEITER'S 6TH. ADD.	123.50
LOTS 9-11 MOORE'S 2ND. ADD.	123.50
LOT 16 BLOCK 3 WESTLINK VILLAGE 18TH. ADD.	123.50
LOT 10 BLOCK D COUNTRY ACRES 3RD. ADD.	123.50
LOT 8 BLOCK 5 PURCELL'S 8TH. ADD.	123.50
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	123.50
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	123.50
LOT 34 BLOCK A PLANEVIEW SUB. NO. 2	123.50

LOT 13 & N 11 FT LOT 15 MARKET ST. HOOVER'S ADD.	123.50
LOTS 9-10 BLOCK 3 ACADEMY PARK ADD	122.50

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

**Legal of Parcel in Benefit District**

**Assessment**

LOTS 22-24 FAIRVIEW AVE. WALTER MORRIS & SONS 2ND. ADD.	123.50
LOTS 2-4 SHIRK'S 2ND. ADD.	123.50
LOT 3 BLOCK 32 COUNTRY ACRES 2ND. ADD.	123.50
S 20 FT LOT 80 - ALL LOT 82 & N 15 FT LOT 84 INDIANA AVE. BURLEIGH'S 3RD. ADD.	123.50
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. BLOCK K SOUTH UNIVERSITY PLACE ADD.	123.50
E 12 FT LOT 8 & LOT 9 EXC E 9 FT BLOCK G RESERVE ADD.	122.50
LOTS 85-87 BLOCK 8 ORME & PHILLIPS ADD.	123.50
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	123.50
LOT 7 BLOCK 3 LOUIS 7TH. ADD.	123.50
ALL LOT 5 & E1/2 LOT 7 MAPLE ST STEWART'S SUB. OF RES A	123.50
LOTS 1-3 MONA NOW POPLAR ST. MOSSMAN'S 2ND. ADD.	123.50
LOTS 7-9 & S 20 FT LOT 11 FAIRMOUNT AVE. FAIRMOUNT PLACE ADD.	101.75
LOTS 69-71 MABEL NOW ESTELLE AVE. FAIRMOUNT PARK ADD.	123.50
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	122.50
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	123.50

LOTS 50-52-54 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	123.50
LOTS 27-29 BLOCK 3 ESTERBROOK PARK ADD.	122.50
LOTS 118-120-122 EXC S 37.75 FT N 97 FT & EXC S 43 FT HENDRYX AVE. GLENDALE ADD.	123.50
LOTS 49-51 & S 5 FT LOT 53 WICHITA ST. KELSCH 2ND. ADD.	247.00
LOT 15 BLOCK 1 WOODLAWN PLACE 3RD. ADD.	122.50
LOTS 61-63 WABASH AVE. BURLEIGH'S 3RD. ADD.	123.50
LOTS 146-148 WASHINGTON AVE FOREST PARK ADD.	123.50
W 2 FT LOT 28-ALL LOT 29 & E 19 FT LOT 30 BLOCK 4 SHADYBROOK ADD.	123.50
W1/2 LOT 2-4-6-8 EXC N 20 FT LOT 2 EXC TH PT DEEDED FOR ROW CC# AA CV 2741 MAPLE AVE NOW ESTELLE AVE FAIRMOUNT PARK ADD	123.50
LOT 7 EXC BEG SE COR W 140 FT N 29.46 FT NELY 155.65 FT TO NLY LI SELY 30.09 FT TO NE COR S ALG ELY LI 113.08 FT TO BEG & EXC S 10 FT BLOCK 1 MARSHALL ADDITION	123.50
LOTS 44-46-48 WABASH ADD.	122.50
LOT 21 BLOCK H WASHINGTON HEIGHTS ADD.	123.50
LOT 5 BLOCK 2 KEN-MAR ADD.	123.50
LOT 5 BLOCK 3 OAKWOOD ESTATES 2ND. ADD.	123.50
LOT 20 BLOCK 3 RIDGECREST ADD.	123.50
LOTS 47-49 EXC W 3 FT TKN FOR ROW ASH ST. LOGAN ADD.	122.50
LOTS 66-68 WATER ST. ENGLISH'S 9TH. ADD.	123.50
LOTS 13-15-17 & S 7 FT LOT 19 BLOCK 2 ESTERBROOK PARK ADD.	123.50
LOTS 42-44 BLOCK 1 COLLEGE TERRACE ADD.	123.50
LOTS 71-73 MT OLIVE NOW CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	122.50

LOT 28 PARKMORE 2ND. ADD.	123.50
LOTS 13-15 ELIZABETH AVE. WALTER MORRIS & SON'S 3RD. ADD.	123.50
LOTS 96-97 ROSENTHAL'S 2ND. ADD.	123.50
LOTS 16-18-20 ESTELLE AVE REPLAT OF PART OF GETTOS 2ND ADD.	122.50
LOT 12 BLOCK 2 LOUIS 6TH. ADD.	123.50
LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	123.50
LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD	123.50
E 39 1/2 FT LOT 1201 WACO AVE. LEWELLEN ADD.	123.50
LOT 7 BLOCK 3 COUNTRY SIDE ADD.	123.50
BEG 132 FT S & 309 FT E NW COR SW 1/4 NE 1/4 S 55 FT W 135 FT N 55 FT E 135 FT TO BEG SEC 16-27-1E	123.50
LOT 12 BLOCK 4 STONEBRIAR ADD.	123.50
LOT 3 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	123.50
LOT 3 A.C. GOLDEN 3RD. ADD.	123.50
LOTS 118-119 ROSENTHAL'S 2ND. ADD.	122.50
LOT 7 BLOCK 2 HARTZLER ESTATES ADD.	122.50

SECTION 5. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

**Legal of Parcel in Benefit District**

**Assessment**

LOTS 20-22 WACO AVE. FITZGERALD'S 2ND. ADD.	123.50
LOT 11 BLOCK 6 COUNTRY SIDE ADD.	123.50

N 38 1/2 FT LOT 38 & S 13 1/2 FT LOT 40 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	122.50
LOTS 1-3 WABASH 2ND. ADD.	246.00
LOT 7 PIPPIN ADD.	123.50
LOTS 6-8 GOETHE NOW ESTELLE ROSE HILL ADD.	123.50
LOTS 163-164 ROSENTHAL'S 2ND. ADD.	123.50
LOT 4 BLOCK 8 PARKMORE ADD.	123.50
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	247.00
S 21 FT LOT 9-ALL OF LOT 11 & N 6 FT LOT 13 GOLD AVE. FAIR GROUNDS ADD.	123.50
E 50 FT S1/2 LOT 42 & E 50 FT LOTS 44-46-48-50 BLOCK 15 J O DAVIDSON'S 2ND. ADD.	123.50
LOT 22 BLOCK 7 CLASSEN PARKED ADD.	123.50
LOT 1 BLOCK 13 RAINBOW FIRST ADD.	123.50
N 16 2/3 FT LOT 1203 & S 16 2/3 FT LOT 1205 WICHITA ST. LEWELLEN'S 2ND. ADD.	123.50
LOTS 91-93 PIATT AVE. STOUT'S ADD.	123.50
LOTS 72-74 TYLER NOW GROVE STOUT'S ADD.	122.50
LOT 7 BLOCK 6 OAK KNOLL 2ND. ADD.	123.50
LOTS 34-36 MOORE'S 2ND. ADD.	123.50
LOT 22 EXC E 330 FT & EXC S 190 FT W 315 FT VANDALE ADD.	123.50
LOT 11 BLOCK C WESTVIEW ADD.	123.50
LOTS 9-11 BLOCK 2 DUGANS ADD.	123.50
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	123.50

LOTS 70-72-74-76 NORTH PARK ADD	123.50
LOTS 13-15 BLOCK I EAST UNIVERSITY ADD.	123.50
LOT 6 BLOCK 7 EUREKA GARDENS ADD.	123.50
LOTS 26-28 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	123.50
LOTS 47-49 EXC BEG 69 FT ELY SW CORLOT 47 NWLY TO PT 55.8 FT E NW COR LOT 49 WLY 15.56 FT SELY TO PT 16.67 FT W OF BEG E TO BEG FOR CC-15010 PENNSYLVANIA AVE. GETTO'S ADD.	123.50
LOT 5 BLOCK 2 SCHWEITER'S 7TH. ADD.	123.50
LOT 3 BLOCK 3 BUILDERS 2ND. ADD.	122.50
LOTS 2-4 & N 5 FT LOT 6 LUCY AVE RIVERBEND ADD.	123.50
LOT 1 BLOCK F WESTLINK VILLAGE 3RD. ADD.	123.50
LOTS 38-40 ESTELLE AVE. MOSSMAN'S 2ND. ADD.	122.50
LOT 3 BLOCK 6 EASTRIDGE SEVENTH ADD.	123.50
LOT 5 BLOCK B PINEWOOD ESTATES ADD.	123.50
LOTS 40-42 & S 5 ST VAC ALLEY IRVING NOW MOSSMAN AVE FRISCO AVE. ADD.	123.50
LOT 20 BLOCK D LA PLACITA PARK ADD.	123.50
RESERVE A & VAC ALLEY ADJ ON N & 1/2 VAC ALLEY ADJ ON E BLOCK 1 KRACK'S ADDITION	123.50
LOTS 35-36 BLOCK 6 MARTINSON'S 7TH. ADD.	122.50
LOTS 305-307 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	123.50
S 348 FT W 155 FT BLOCK 16 EXC S 200 FT W 144 FT THEREOF RAINBOW FIRST ADD	123.50
LOTS 61-63 OHIO AVE. BURLEIGH'S 3RD. ADD.	123.50
LOTS 7-9 PRIEST'S ADD.	123.50

LOTS 45-47 VOLUTSIA AVE. DIXON'S ADD.	123.50
LOT 1 BLOCK R UNIVERSITY PARK ADD.	122.50
LOT 15 BLOCK D 1ST. ADD. TO WOODLAWN VILLAGE	122.50
N1/2 N1/2 LOT 4 BEULAHLAND ADD.	123.50
LOT 12 GENTRY 3RD. ADD.	123.50
LOTS 5-7 GRANDVIEW NOW ST. PAUL AVE. STEWART'S SUB. OF RES. A	123.50
LOTS 62-64 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	123.50
LOT 1 BLOCK 5 ANGEL ACRES ADD.	123.50

SECTION 6. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

**Legal of Parcel in Benefit District**

**Assessment**

LOTS 9-11 GUY NOW PIATT AVE. ELEVENTH ST. ADD.	123.50
N 5 FT LOT 11-ALL LOTS 13-15 FAIRMOUNT AVE. FAIRMOUNT PLACE ADD.	101.75
LOTS 73-75 ESTELLE AVE. FAIRMOUNT PARK ADD.	123.50
LOTS 10-12 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	122.50
LOTS 9-11 COX'S ADD.	122.50
LOTS 102-104 MARKET ST. ENGLISH'S 7TH. ADD.	123.50
LOT 97 & N 1/2 LOT 99 RANSON & KAY'S 2ND. ADD.	123.50
LOT 31 BLOCK 3 ESTERBROOK PARK ADD.	122.50
LOTS 41-43-45-47 WABASH ADD.	123.50

LOTS 33-35 EXC W 10 FT FOR ST CCA-53868 BLOCK P SOUTH UNIVERSITY PLACE ADD.	122.50
E 3 FT LOT 17 ALL LOT 18 BLOCK 5 SHADYBROOK ADD.	123.50
LOTS 11-13 PRIEST'S ADD.	123.50
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	123.50
LOTS 18-20 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	123.50
THAT PART LOTS 15 & 17 LY S OF ORIENT AVE. VINE ST. BLOCK G PRINCESS ADD UTILITY ROLL	123.50
LOT 1 BLOCK 1 MAPLE STREET MINI-MALL ADD.	123.50
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.	123.50
LOT 51 BLOCK F PLANEVIEW SUB. NO. 2	123.50
LOTS 43-44 BLOCK 6 EAST HIGHLANDS ADD.	123.50
LOT 71 & N 20 FT LOT 73 MAIN ST. FITZGERALD'S ADD.	123.50
LOTS 121-123 MAIN ST. LEE'S ADD.	123.50
LOTS 195-197-199 EXC BLVD & THAT PART GREENWAY BLVD BEG SW COR OSIE & EXCHANGE PL TH S 200.11 FT TO NE COR LOT 195 W 80.25 FT NE 209.31 FT E 20.94 FT TO BEG EXCHANGE PLACE EUREKA OR ROCK ISLAND ADDITION	123.50
N1/2 E1/2 LOT 6 EXC E 30 FT ST BLOCK 21 PARKWILDE ADD.	122.50
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	123.50
LOT 26 BLOCK 9 PURCELL'S 10TH. ADD.	123.50
LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	122.50
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	123.50
LOT 8 BLOCK 2 PARKMORE ADD.	123.50

S 46 FT N 92 FT W 135 FT BLOCK 3 BEVERLEY TERRACE ADD.	123.50
LOTS 2-4 EXC BEG NW COR LOT 2 E TO NE COR S 8.63 FT NW TO BEG TO CITY RICHMOND'S ADDITION	123.50
LOTS 38-40 EXC 7.7 FT M-L FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	101.75
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	123.50

SECTION 7. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **26th** day of **November, 2013**.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council Members  
**SUBJECT:** Extension of Contract with Public Safety Corporation (PSC) for False Alarm Billing  
**INITIATED BY:** Police Department  
**AGENDA:** Consent

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**Recommendation:** Approve contract extension.

**Background:** The City of Wichita entered into a five year agreement with Public Safety Corporation on January 1, 2008 for False Alarm Billings. The current contract will expire December 21, 2013. Therefore, the City of Wichita is requesting an extension of the current contract for a period of six months.

**Analysis:** Police Department staff has identified several necessary revisions to the alarm ordinance to increase compliance, provide clarity, and enhance the enforcement capabilities of the ordinance. The purpose of the contract extension is to allow the alarm ordinance revisions to be completed under the current contract terms. Switching to a new vendor before the revisions are completed would result in alarm billing companies bidding on an antiquated ordinance, and could potentially require a contract amendment with a considerable amount of additional expense. The bid process for a new vendor will take place after the ordinance revisions are completed and a new vendor will be selected in mid-2014.

**Financial Consideration:** The contract extension is for a period of six months at the current contract rate of \$8,500 per month, plus 25% of each month's total billings collected.

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

**Recommendations/Actions:** It is recommended that City Council approve the contract extension.

**Attachments:** Contract extension.



COPY

**Department of Finance**

AOT Public Safety Corporation  
103 Paul Mellon Court  
Waldorf MD 20602

October 7, 2013  
BP800138

Ladies &/or Gentlemen:

The City of Wichita wishes to **extend** its contract dated December 16, 2008 with your firm [Vendor Code Number – 817449-001] to provide **False Alarm Registration & Management Services** (Commodity Code Number – 99005) (Formal Proposal – FP800083) for the Police Department / Support Services Division of the City of Wichita. This is to be per your proposal and specifications of October 17, 2008 and as approved by City Council on December 16, 2008.

The **extension** of this contract shall be for a six (6) month period from **January 1, 2014 through June 30, 2014** under the same terms and conditions, by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Your **updated** Certificate of Insurance for the contract extension period needs to be received **with the signed renewal letter**.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement which is attached and made a part of this contract by reference hereto.

If you are in full agreement with this extension of the contract, **please have your president or corporate officer sign and return one copy of this letter, keeping a copy for your files.**

Sincerely,

Melinda A. Walker  
Purchasing Manager

MAW/sb  
Attachment

**AOT PUBLIC SAFETY CORPORATION**

Signature

George R. Wilson Jr

Print Name

Chief OPERATING Officer

Title (President or Corporate Officer)

301-645-0955

Telephone Number

**Purchasing Office**

City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679

T 316.268.4636 F 316.268.4656

www.wichita.gov



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edward L. Sanders Insurance Agency, Inc. P.O. Box 2828 10 Washington Avenue La Plata MD 20646	<b>CONTACT NAME:</b> Daniele Burk <b>PHONE (A/C No. Ext):</b> (301) 934-9521 <b>FAX (A/C No.):</b> (301) 934-1120 <b>E-MAIL ADDRESS:</b> danieleb@elsanders.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance</td> <td>29459</td> </tr> <tr> <td>INSURER C: Selective Insurance Company</td> <td>12572</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Twin City Fire Insurance	29459	INSURER C: Selective Insurance Company	12572	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> AOT Public Safety Corp, DBA: Public Safety attn: Jill Williams 103 Paul Mellon Court Waldorf MD 20602														

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 13-14	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY			42SBATY5335	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000								
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000								
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000								
	<input checked="" type="checkbox"/> addl \$50K Employee Dishonesty						PERSONAL & ADV INJURY \$ 2,000,000								
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000								
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 4,000,000								
A	AUTOMOBILE LIABILITY			42SBATY5335	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$								
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$								
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$								
							PROPERTY DAMAGE (Per accident) \$								
							Hired/Non-Owned Auto \$ 2,000,000								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			42SBATY5335	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000								
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$								
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WECTK0714	6/1/2013	6/1/2014	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
C A	Employee Dishonesty			86049811	5/14/2013	5/14/2014	Total Limit 100,000								
	Cyber Liability			00TE0271437	9/15/2013	6/1/2014	Limit 1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Police Department, Support Services Division BP800138 (Formal Proposal - FP800083)

**CERTIFICATE HOLDER**

(316) 268-4656

City of Wichita  
 City Hall  
 455 North Main  
 12th Floor  
 Wichita, KS 67202-1679

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

Daniele Burk/DB

ACORD 25 (2010/05)  
INS025 (2010/05) 01

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**CITY OF WICHITA**  
**City Council Meeting**  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Public Right of Way for the East Kellogg Freeway Project (District II)

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Authorize the payment of appraisers' award, together with appraisers' fees and court costs.

**Background:** On February 8, 2011, the City Council approved the design concept for the East Kellogg Avenue (US Highway 54) from Cypress to Chateau. The proposed improvements include widening East Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). There are forty tracts which will be impacted by the project. The properties consist of a mix of retail and commercial uses. Fourteen of the forty tracts were acquired via negotiations during the eminent domain process. On December 4, 2012, the City Council gave permission to initiate eminent domain to acquire twenty-six tracts that had not been acquired through negotiation. During the eminent domain process, an additional sixteen tracts were acquired through voluntary settlement.

**Analysis:** On October 14, 2013 the court appointed appraisers filed their award. They determined the compensation to be paid for the remaining ten required parcels to be \$19,556,300. The court approved fees to the three appraisers in the total amount of \$129,000 with court costs of \$360. In order for the City to acquire these properties, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before November 22, 2013.

**Financial Considerations:** The cost of acquiring these properties will be paid from project funds.

**Legal Considerations:** The City must pay the award within thirty days from the filing of the appraisers' award, or November 22, 2013, in order to obtain title to the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for all fees, costs and the landowners' attorney fees.

**Recommendation/Action:** Authorize payment to the Clerk of the District Court in the amount of \$19,685,660 for acquisition of property and easements condemned in the subject case.

**Attachments:** Reports of Appraisers and Orders Fixing Appraisers' Fees and Taxing Costs

**IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT**

**THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation,**

**Plaintiff-Condernnor,**

**vs.**

**Case No. 13-CV-0906**

**Court No. 14**

**Action Involves Title**

**To Real Property**

**Joe W. Self, Jr. Real Estate, L.L.C., et al.**

**Defendants-Landowners.**

**REPORT OF APPRAISERS**

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition and Amended Petition of the City of Wichita, Kansas, in the above-captioned matter and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

~~On various dates since our appointment, we caused notices of our hearings to be mailed to all~~ defendants and interested parties named in the Petition whose addresses were known to us after diligent inquiry and caused such notices to be published in The Wichita Eagle, a newspaper of general circulation in Sedgwick County, Kansas, such that timely notice was given to all interested parties pursuant to Kansas statute. We then held numerous public hearings in the Wichita Transit Center Conference Room, 777 E. Waterman, Wichita, Kansas, the time and place stated in the notices, at which time we heard oral testimony and received written and other evidence concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard. We also viewed the lands of each and every tract listed in this Report.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court and consideration of applicable Kansas law, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the Petition and have determined just compensation and damages to the interested parties resulting from the takings are as follows:

**TRACT NO. 1****Fee Owners:**

Joe W. Self, Jr. Real Estate, L.L.C.

**Address:** 8801 East Kellogg, Wichita, Kansas 67207**Tenants:**

Joe Self Chevrolet, Inc.

**Address:** 8801 East Kellogg, Wichita, Kansas 67207**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

Horizon Telecommunications, Inc., a Texas Corporation

**Address:** 1600 Capital Avenue, Plano, Texas 75074

By Lease Agreement dated November 7, 2000, and filed in the Office of the Register of Deeds of Sedgwick County, Kansas, in Book 2206, Page 0639.

Kansas Gas and Electric Company, a Kansas Corporation

**Address:** 818 S. Kansas Avenue, Topeka, Kansas 66612

By Affidavit of Agreement dated November 4, 1969, and filed December 3, 1969, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Misc. Book 656, Page 188.

Easements and other matters shown on the record plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)

**Address:** 525 N. Main, #320, Wichita, Kansas 67203**REAL PROPERTY INTERESTS TO BE ACQUIRED:****Fee Simple Interest In:**

That part of the vacated street right-of-way, (Vacation Order, Case No. VAC2006-00031, recorded in DOC.#/FLM-PG;28834270), lying north of Lot 1, Lankin Addition in Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; thence easterly along the north line of said vacated street right-of-way, 35.61 feet for a point of beginning; thence continuing easterly along the north line of said vacated street right-of-way, 350.49 feet to a deflection corner in said north line; thence southeasterly with a deflection angle to the right of 50°00'00" (calculated per description), 48°08'47" (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1; thence northwesterly with a

deflection angle to the right of 29°07'51", 14.97 feet; thence westerly with a deflection angle to the left of 27°59'32", 136.15 feet; thence westerly with a deflection angle to the left of 05°10'23", 192.95 feet to the point of beginning.

Containing 6462.5 Sq. Ft., (calculated)

Temporary Construction Easement: (SIX YEAR)

That part of the vacated street right-of-way, (Vacation Order, Case No. VAC2006-00031, recorded in DOC.#/FLM-PG:28834270), lying north of Lot 1, Lankin Addition in Wichita, Sedgwick County, Kansas, described as follows: Beginning at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; thence easterly along the north line of said vacated street right-of-way, 386.10 feet to a deflection corner in said north line; thence southeasterly with a deflection angle to the right of 50°00'00" (calculated per description), 48°08'47" (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1; thence westerly along the north line of said Lot 1 and along the south line of said vacated street right-of-way to the point of beginning, EXCEPT that part of said vacated street right-of-way described as follows: Commencing at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; thence easterly along the north line of said vacated street right-of-way, 35.61 feet for a point of beginning; thence continuing easterly along the north line of said vacated street right-of-way, 350.49 feet to a deflection corner in said north line; thence southeasterly with a deflection angle to the right of 50°00'00" (calculated per description), 48°08'47" (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1; thence northwesterly with a deflection angle to the right of 29°07'51", 14.97 feet; thence westerly with a deflection angle to the left of 27°59'32", 136.15 feet; thence westerly with a deflection angle to the left of 05°10'23", 192.95 feet to the point of beginning.

Containing 6452.6 Sq. Ft., (calculated)

**Access Control:**

Complete Access Control over the following described line in the vacated street right-of-way, (Vacation Order, Case No. VAC2006-00031, recorded in DOC.#/FLM-PG:28834270), lying north of Lot 1, Lankin Addition in Wichita, Sedgwick County, Kansas, said line being described as follows: Beginning at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; FIRST COURSE, thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; SECOND COURSE, thence easterly along the north line of said vacated street right-of-way, 386.10 feet to a deflection corner in said north line; THIRD COURSE, thence southeasterly with a deflection angle to the right of 50°00'00" (calculated per description), 48°08'47" (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; FOURTH COURSE, thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; FIFTH COURSE, thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1, and for a point of beginning; SIXTH COURSE, thence northwesterly with a deflection angle to the right of 29°07'51", 14.97 feet; SEVENTH COURSE, thence westerly with a deflection angle to the left of 27°59'32", 136.15 feet; EIGHTH COURSE, thence westerly with a deflection angle to the left of 05°10'23", 192.95 feet to a point on the north line of said vacated street right-of-way, and for a point of termination, EXCEPT that part of the previously described EIGHTH COURSE described as follows: Commencing at the beginning of the previously described EIGHTH COURSE; thence westerly along said previously described EIGHTH COURSE, 26.03 feet for a point of beginning; thence continuing westerly along said previously described EIGHTH COURSE, 30.07 feet for a point of termination.

Fair Market Value of Entire Property  
Immediately Before the Taking:

*Twenty Million*  
\$20,000,000.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$16,500,000.00

Difference, which is Just Compensation and  
The Amount of Our Award:

\$3,500,000.00

  
JG

  
RV

  
EG

**TRACT NO. 3(a)****Fee Owners:**

Lonnie H. Bosley and Colleen D. Bosley, Trustees of the Lonnie H. Bosley and Colleen D. Bosley Revocable Trust dated February 22, 2001  
 Address: 3948 S. Broadway, Wichita, Kansas 67216

**Tenants:**

Bosley Tire Center East, LLC  
 Address: c/o Bosley's Tire Service Company, Inc., Registered Agent, 3956 S Broadway, Wichita, Kansas 67216

**LIENHOLDERS AND OTHER INTERESTED PARTIES:****Bank of the West**

Address: 201 North Civic Drive, Suite 360B, Walnut Creek, California 94596  
 By Real Property Waiver dated June 22, 2010, and filed July 21, 2010, in the Office of the Register of Deeds of Sedgwick County, Kansas, as Doc.#/Flm-PG: 29155842.

Easements and other matters shown on the record plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)  
 Address: 525 N. Main, #320, Wichita, Kansas 67203

**REAL PROPERTY INTERESTS TO BE ACQUIRED:****Fee Simple Interest In:**

~~That part of Lot 1, East Turnpike Entrance Addition, Wichita, Kansas, described as follows:~~  
 Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 153.70 feet (platted), 153.71 feet (calculated per described information), to a deflection corner in said north line; thence southeasterly along the northeasterly line of said Lot 1, 353.62 feet (platted), 353.61 feet (calculated per described information), to a deflection corner in said northeast line; thence southerly along the east line of said Lot 1, 49.96 feet; thence northwesterly with a deflection angle to the right of 124°50'20", 153.63 feet; thence northwesterly with a deflection angle to the left of 9°57'58", a distance of 301.25 feet; thence westerly with a deflection angle to the left of 21°24'59", 30.00 feet to a point on the west line of said Lot 1, said point being 89.44 feet south of the northwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 89.44 feet to the point of beginning.

Less

That part of Lot 1, Turnpike Entrance Addition, Wichita, Sedgwick County, Kansas, described as beginning at the N.W. Corner thereof; thence S00 53'32"E, along the west line of said Lot 1, 95 feet; thence N89 06'28"E, 70 feet; thence N00 53'32"W, 84.14 feet to the north line of said Lot 1; thence N82 04'15"W, along the north line of said Lot 1, 70.84 feet to the place of beginning.

**Temporary Construction Easement: (SIX YEAR)**

That part of Lot 1, East Turnpike Entrance Addition, Wichita, Kansas, described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 89.44 feet for a point of beginning; thence easterly with a deflection angle to the left of 89°45'56", 30.00 feet; thence southerly with a deflection angle to the right of 89°45'56" and parallel with the west line of said Lot 1, 60.00 feet; thence westerly with a deflection angle to the right of 90°14'04", 30.00 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 60.00 feet to the point of beginning.

Containing 1800.0 Sq. Ft., (calculated)

**Access Control:**

Complete Access Control over a line in Lot 1, East Turnpike Entrance Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 89.44 feet for a point of beginning; thence easterly with a deflection angle to the left of 89°45'56", 30.00 feet; thence southeasterly with a deflection angle to the right of 21°24'59", 301.25 feet; thence southeasterly with a deflection angle to the right of 09°57'58", 153.63 feet to a point on the east line of said Lot 1, said point being 49.96 feet south of a deflection corner in the east line of said Lot 1, and for a point of termination.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$ 3,030,000.00

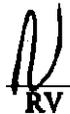
Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$ 460,000.00

Difference, which is Just Compensation and  
The Amount of Our Award:

\$ 2,560,000.00

  
LG

  
RV

  
LG

**TRACT NO. 3(b)**

**Fee Owners:**

**LHB, LLC**

**Address: 3948 S. Broadway, Wichita, Kansas 67216**

**Tenants:**

**Springboard, LLC**

**Address: c/o Ty Masterson, Sole Member, 1539 Phyllis Lane, Andover, Kansas 67002**

**LED Solutions, LLC**

**Address: c/o Ty Masterson, Managing Member, 10504 SW Indianola Rd, Augusta, Kansas 67010**

**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

**Bank of the West**

**Address: 201 North Civic Drive, Suite 360B, Walnut Creek, California 94596**

**By Real Property Waiver dated June 22, 2010, and filed July 21, 2010, in the Office of the Register of Deeds of Sedgwick County, Kansas, as Doc.#/Film-PG: 29155842.**

**Easements and other matters shown on the record plat, if any.**

**Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)**

**Address: 525 N. Main, #320, Wichita, Kansas 67203**

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

**Fee Simple Interest In:**

**That part of Lot 1, Turnpike Entrance Addition, Wichita, Sedgwick County, Kansas, described as beginning at the N.W. Corner thereof; thence S00 53'32"E, along the west line of said Lot 1, 95 feet; thence N89 06'28"E, 70 feet; thence N00 53'32"W, 84.14 feet to the north line of said Lot 1; thence N82 04'15"W, along the north line of said Lot 1, 70.84 feet to the place of beginning.**

**Fair Market Value of Entire Property  
Immediately Before the Taking:**

**\$ 275,000.00**

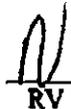
**Fair Market Value of Property Remaining,  
Immediately After the Taking:**

**- 0 -**

**Difference, which is Just Compensation and  
The Amount of Our Award:**

**\$ 275,000.00**

  
JG

  
RV

  
LG

**TRACT NO. 12****Fee Owners:**

5 Star Hotel Management Wichita, LLC, a Kansas limited liability company  
Address: 270 Paddock Trail, Fairview, Texas 75069

**Tenants:**

N/A

**LIENHOLDERS AND OTHER INTERESTED PARTIES:****One World Bank**

Address: 2449 Walnut Hill Lane, Dallas, Texas 75229

By Mortgage dated September 28, 2007, and filed October 2, 2007, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Doc#/Flm-PG: 28921310. Also by UCC Financing Statement filed October 2, 2007, as Doc#/Flm-PG: 28921311.

**Sedgwick County Board of County Commissioners**

Address: 525 N. Main, #320, Wichita, Kansas 67203

By Agreement dated July 6, 1983, and filed July 14, 1983, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 596, Page 589.

**Kansas Gas and Electric Company, a Kansas Corporation**

Address: 818 South Kansas Avenue, Topeka, Kansas 66612

By Affidavit of Agreement dated December 19, 1974, and filed January 8, 1975, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 128, Page 3; by Affidavit dated April 13, 1981, and filed April 16, 1981, in Film 472, Page 1019. Also by Agreement dated November 17, 1980, and filed December 1, 1980, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 452, Page 1130.

**Jack Coogan and Roland E. Walters**

Address: Unknown

By Roadway easement dated May 11, 1966, and filed June 16, 1966, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Book 581, Page 269.

**First National Bank in Wichita, as Trustee under that certain Creef Realty Trust Agreement and Declaration of Trust dated April 17, 1979**

Address: 121 East Kellogg Street, Wichita, Kansas 67202

By Easement dated April 17, 1979, and filed April 18, 1979, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 360, Page 261.

**Central Star Credit Union, f/k/a Beechcraft Employee's Credit Union**

Address: 9555 Corporate Hills Drive, Wichita, Kansas 67207

By Non-Exclusive Easement dated October 23, 1987, and filed November 3, 1987, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 930, Page 30.

Easements and other matters shown on the recorded plat, if any.

**Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)**

Address: 525 N. Main, #320, Wichita, Kansas 67203

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

**Fee Simple Interest In:**

That part of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence westerly along the south line of said Lot 1, 15.28 feet; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 363.92 feet to a point on the north line of said Lot 1; thence easterly along the north line of said Lot 1, 23.00 feet to the northeast corner of said Lot 1; thence southerly along the most northerly segment of the east line of said Lot 1, 312.56 feet (platted), 312.48 feet (calculated), to a deflection corner in said east line; thence southerly along a segment of the east line of said Lot 1, 52.02 feet to the point of beginning. Containing 8171.6 Sq. Ft., (calculated)

**Temporary Construction Easement: (517 YEAR)**

Commencing at the southeast corner of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas; thence westerly along the south line of said Lot 1, 15.28 feet for a point of beginning; thence continuing westerly along the south line of said Lot 1, 10.00 feet to a point 33.00 feet normally distant west of the most northerly segment of the east line of said Lot 1; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 286.62 feet; thence northwesterly with a deflection angle to the left of 70°58'28", 92.03 feet to a point 120.00 feet normally distant west of the most northerly segment of the east line of said Lot 1; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 47.26 feet to a point on the north line of said Lot 1; thence easterly along the north line of said Lot 1, 97.00 feet to a point 23.00 feet west of the northeast corner of said Lot 1; thence southerly parallel with the most northerly segment of the east line of said Lot 1, 363.92 feet to the point of beginning. Containing 9057.6 Sq. Ft., (calculated)

**Access Control:**

Commencing at the southeast corner of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas; thence westerly along the south line of said Lot 1, 15.28 feet for a point of beginning; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 46.61 feet to the point of termination. And, Commencing at the northeast corner of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas; thence westerly along the north line of said Lot 1, 23.00 feet for a point of beginning; thence southerly parallel with the most northerly segment of the east line of said Lot 1, 45.00 feet to the point of termination.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$3,960,000.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$3,818,000.00

Difference, which is Just Compensation and  
The Amount of Our Award:

\$142,000.00

**TRACT NO. 15****Fee Owners:**

Ronald H. Groves

**Address:** 9601 E. Kellogg, Wichita, Kansas 67207**Tenants:**

Ronald H. Groves, d/b/a Groves Wine &amp; Liquor for Less

**Address:** 9601 E. Kellogg, Wichita, Kansas 67207**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

Kansas Gas and Electric Company, a Kansas Corporation

**Address:** 818 South Kansas Avenue, Topeka, Kansas 66612

By Easement dated September 24, 1954, and filed October 9, 1954, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Misc. Book 327, Page 223. Also by Affidavit dated May 9, 1979, and filed May 17, 1979, in Film 365, Page 277.

Mutual Benefit Life Insurance Co. in Rehabilitation

**Address:** c/o SunAmerica Life Assurance Company P.O. Box 19074, Greenville, South Carolina 29602

Mutual Benefit Life Insurance Co. in Rehabilitation and Samuel F. Fortunato C, Commissioner of Insurance of the State of New Jersey

**Address:** c/o SunAmerica Life Assurance Company P.O. Box 19074, Greenville, South Carolina 29602

By Easement dated April 26, 1994, and filed April 29, 1994, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 1441, Page 518. By Sign Agreement dated June 5, 1992, and filed July 23, 1992, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 263, Page 1963.

Easements and other matters shown on the recorded plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)

**Address:** 525 N. Main, #320, Wichita, Kansas 67203

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

**Fee Simple Interest In:**

Lot 1, Cross Town East, Wichita, Kansas, EXCEPT that part of said Lot 1 dedicated to the public for street purposes recorded on Film 574 at Page 849, said dedication being described as follows: Beginning at the Northwest Corner of the Cross Town East Addition, said point being seventy-nine and four tenths (79.4) feet south and seventy-five (75) feet east of the Northwest Corner of Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence east along the south right-of-way line of US-54 Highway for a distance of twenty (20) feet to a point; thence southwest for a distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point on the east right-of-way line of Webb Road; thence north along the east right-of-way line of Webb Road for a distance of twenty (20) feet to the point of beginning.

Containing 32350.0 Sq. Ft., (calculated)

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$2,250,000.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

- 0 -

Difference, which is Just Compensation and  
The Amount of Our Award:

\$2,250,000.00

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**TRACT NO. 24****Fee Owners:**

Jeffrey Greenberg and C. Lynne Greenberg, Co-trustees of the Chelsea Brooke Greenberg Family Living Trust,  
c/o Jeffrey S. Greenberg and C. Lynne Greenberg  
Address: 270 North 159<sup>th</sup> Street East, Wichita, Kansas 67230

**Tenants:**

N/A

**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

Bay View Bank, NA, f/k/a Eureka Federal Savings and Loan Association  
Address: 1840 Gateway Drive, 4<sup>th</sup> Floor, San Mateo, California 94404  
By Mortgage dated and filed August 9, 1989, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 1062, Page 306; also by Note and Mortgage Modification Agreement filed August 9, 1993, in Film 1363, Page 1957.

Easements and other matters shown on the recorded plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)  
Address: 525 N. Main, #320, Wichita, Kansas 67203

**REAL PROPERTY INTERESTS TO BE ACQUIRED:****Permanent Drainage and Utility Easement:**

That part of the south 60.00 feet of Lot 1, Block 1, Chelsea Brooke Addition, Wichita, Sedgwick County, Kansas lying west of and abutting the west line of a 15.00 foot drainage easement as granted in said Chelsea Brooke Addition. Containing 36583.6 Sq. Ft., (calculated)

**Temporary Construction Easement:** (6 years)

That part of Lot 1, Block 1, Chelsea Brooke Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence westerly along the south line of said Lot 1, 53.85 feet to the intersection with the west line of a 15.00 foot drainage easement as granted in said Chelsea Brooke Addition; thence northerly with a deflection angle to the right of 92°10'12" and along the west line of said 15.00 foot drainage easement, 60.04 feet to a point 60.00 feet normally distant north of the south line of said Lot 1; thence westerly with a deflection angle to the left of 92°10'12" and parallel with the south line of said Lot 1, 98.24 feet to a point 150.00 feet normally distant west of the east line of said Lot 1; thence northerly with a deflection angle to the right 90°10'54" and parallel with east line of said Lot 1, 200.00 feet; thence easterly with a deflection angle to the right of 89°49'06" and parallel with the south line of said Lot 1, 150.00 feet to a point on the east line of said Lot 1, said point being 260.00 feet north of the southeast corner of said Lot 1; thence southerly with a deflection angle to the right of 90°10'54" and along the east line of said Lot 1, 260.00 feet to the point of beginning. Containing 33168.6 Sq. Ft., (calculated)

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$4,065,000.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$2,621,000.00

Difference, which is Just Compensation and  
The Amount of Our Award:

\$1,444,000.00

  
JG

  
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**TRACTS NO. 27 & 29****Fee Owners:**

Erma L. Dunnegan

**Address:** 204 North Willo Esque, Wichita, Kansas 67212**Tenants:**

Discount Auto Sales, Inc.

**Address:** c/o David Holmes, Registered Agent for Discount Auto Sales, Inc., 204 North Willo Esque, Wichita, Kansas 67212

Lamar Company, LLC

**Address:** 2501 Ne Meridian, Topeka, Kansas 66617**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

Kansas Gas and Electric Company, a Kansas Corporation

**Address:** 818 South Kansas Avenue, Topeka, Kansas 66612

By Affidavit of Agreement dated November 30, 1970, and filed December 29, 1970, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Misc. Book 679, Page 523.

Basements and other matters shown on the recorded plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)

**Address:** 525 N. Main, #320, Wichita, Kansas 67203**REAL PROPERTY INTERESTS TO BE ACQUIRED:****Fee Simple Interest In:****Tract 27**

That part of Lot 1, Paul Burnett 2<sup>nd</sup> Addition, Wichita, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 70.30 feet (platted), 69.06 feet (calculated per described information), to a deflection corner in said north line; thence northeasterly along the north line of said Lot 1, 31.89 feet (platted), 31.67 feet (calculated per described information), to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 36.87 feet; thence southwesterly, 40.40 feet to a point 25.00 feet normally distant south of the westerly segment of the north line of said Lot 1; thence westerly parallel with the westerly segment of the north line of said Lot 1, 52.39 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 25.00 feet to the point of beginning.

Containing 2328.6 Sq. Ft., (calculated)

Tract 29

That part of Lot 1, Paul Burnett Addition, Wichita, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence northeasterly along the north line of said Lot 1, 31.28 feet (platted), 31.47 feet (calculated), to the point of curvature of a tangent curve to the right in said north line; thence northeasterly and easterly along said curve, having a central angle of 45°00'00" and a radius of 120.71 feet, an arc distance of 94.81 feet to the point of tangency of said curve; thence easterly along the north line of said Lot 1, 299.80 feet to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 78.00 feet; thence westerly with a deflection angle to the right of 89°45'49" and parallel with the easterly segment of the north line of said Lot 1, 346.21 feet; thence southwesterly with a deflection angle to the left of 15°06'28", 63.20 feet to a point on the west line of said Lot 1, said point being 36.87 feet south of the northwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 36.87 feet to the point of beginning.

Containing 30295.1 Sq. Ft., (calculated)

Temporary Construction Easement:

(6 years)

Tract 27

That part of Lot 1, Paul Burnett 2nd Addition, Wichita, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 25.00 feet for a point of beginning; thence easterly parallel with the westerly segment of the north line of said Lot 1, 52.39 feet; thence northeasterly, 40.40 feet to a point on the east line of said Lot 1, said point being 36.87 feet south of the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 25.75 feet; thence southwesterly with a deflection angle to the right of 69°48'15", 81.31 feet to a point 15.00 feet east of the west line of said Lot 1; thence southerly with a deflection angle to the left of 69°51'12" and parallel with the west line of said Lot 1, 141.91 feet to a point on the south line of said Lot 1; thence westerly along the south line of said Lot 1, 15.00 feet to the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 184.90 feet to the point of beginning.

Containing 5200.7 Sq. Ft., (calculated)

Tract 29

That part of Lot 1, Paul Burnett Addition, Wichita, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 36.87 feet for a point of beginning; thence northeasterly with a deflection angle to the left of 105°19'20", 63.20 feet; thence easterly with a deflection angle to the right of 15°06'28", 346.21 feet to a point on the east line of said Lot 1, said point being 78.00 feet south of the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 20.00 feet; thence westerly with a deflection angle to the right of 89°45'49", 346.14 feet; thence southwesterly with a deflection angle to the left of 19°58'53", 65.01 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 25.75 feet to the point of beginning.

Containing 8319.0 Sq. Ft., (calculated)

**Access Control:**

**Tract 27**

Complete Access Control over the following described line in Lot 1, Paul Burnett 2<sup>nd</sup> Addition, Wichita, Sedgwick County, said line being described as follows: Commencing at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 70.30 feet (platted), 69.06 feet (calculated per described information), to a deflection corner in said north line; thence northeasterly along the north line of said Lot 1, 31.89 feet (platted), 31.67 feet (calculated per described information), to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 36.87 feet for a point of beginning; thence southwesterly, 40.40 feet to a point 25.00 feet normally distant south of the westerly segment of the north line of said Lot 1; thence westerly parallel with the westerly segment of the north line of said Lot 1, 52.39 feet to a point on the west line of said Lot 1, said point being 25.00 feet south of the northwest corner of said Lot 1, and for a point of termination.

**Tract 29**

Complete Access Control over a line in Lot 1, Paul Burnett Addition, Wichita, Kansas, said line being described as follows: Commencing at the northwest corner of said Lot 1; thence northeasterly along the north line of said Lot 1, 31.28 feet (platted), 31.47 feet (calculated), to the point of curvature of a tangent curve to the right in said north line; thence northeasterly and easterly along said curve, having a central angle of 45°00'00" and a radius of 120.71 feet, an arc distance of 94.81 feet to the point of tangency of said curve; thence easterly along the north line of said Lot 1, 299.80 feet to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 78.00 feet for a point of beginning; thence westerly with a deflection angle to the right of 89°45'49" and parallel with the easterly segment of the north line of said Lot 1, 346.21 feet; thence southwesterly with a deflection angle to the left of 15°06'28", 63.20 feet to a point on the west line of said Lot 1, said point being 36.87 feet south of the northwest corner of said Lot 1, and for a point of termination.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$2,940,000.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$1,607,000.00

Difference, which is Just Compensation and  
The Amount of Our Award:

\$1,333,000.00

  
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**TRACT NO. 45(a)****Fee Owners:**

Vaude Investments LLC, a Kansas limited liability company  
Address: c/o Scott Vanderhoofven, 10727 East Kellogg, Wichita, Kansas 67207

**Tenants:**

East Side Homes, LLC  
Address: c/o Ryan M. Andes, Registered Agent for East Side Homes, LLC, 10727 E Kellogg,  
 Wichita, Kansas 67207

**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

George H. Waitt, III

Address: 40 Via Verde, Wichita, Kansas 67230

By Mortgage dated January 3, 2012, and filed January 6, 2012, in the Office of the Register of  
 Deeds of Sedgwick County, Kansas, in Doc/Film-Pg: 29263920.

The Louis E. Weiss Amended and Restated Revocable Living Trust Indenture Under Agreement  
 Dated November 14, 2000

Address: c/o Ross Tidemann, 150 N. Market, Wichita, Kansas 67202

Louis E. Weiss, Trustee

Address: c/o Ross Tidemann, 150 N. Market, Wichita, Kansas 67202

Ross G. Tidemann

Address: c/o Ross Tidemann, 150 N. Market, Wichita, Kansas 67202

Herbert L. Krumsick

Address: c/o Ross Tidemann, 150 N. Market, Wichita, Kansas 67202

Nestor R. Weigand, Jr.

Address: c/o Ross Tidemann, 150 N. Market, Wichita, Kansas 67202

KTW, LLC, a Kansas limited liability company

Address: c/o Co-Co, Inc., PO Box 8086, Wichita, Kansas 67208

KTW II, LLC, a Kansas Limited Liability Company

Address: c/o Co-Co, Inc., 9435 East Central, Wichita, Kansas 67206

By Reciprocal Easement Agreement dated July 14, 2004, and filed September 30, 2004, in the  
 Office of the Register of Deeds of Sedgwick County, Kansas, in Doc/Film-Pg: 28612419. By  
 First Amendment to Reciprocal Easement Agreement dated October 7, 2004, and filed January  
 12, 2005, in Doc/Film-Pg: 28640363.

Easements and other matters shown on the recorded plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)

Address: 525 N. Main, #320, Wichita, Kansas 67203

**REAL PROPERTY INTERESTS TO BE ACQUIRED:****Fee Simple Interest In:**

That part of Lot 1, Block 3, K. T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 179.79 feet to the most northerly northeast corner of said Lot 1, said most northerly northeast corner also being the northwest corner of the Drainage Dedication as dedicated in said K. T. Wiedemann Business Park; thence southerly, southeasterly, and easterly along a segment of the east line of said Lot 1, said segment being a non-tangent curve to the left, having a central angle of  $90^{\circ}00'00''$  and a radius of 65.00 feet, an arc distance of 102.10 feet to the point of tangency of said curve; thence easterly along a segment of the east line of said Lot 1, (said segment being parallel with the north line of said Drainage Dedication), 70.45 feet (platted), 65.61 feet (per document entitled Certificate of Correction to Distance & Bearings Along the East Line of K.T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas as recorded in Film 1738, Page 1328), 65.00 feet (calculated per measured information), to the point of curvature of a segment of the east line of said Lot 1; thence easterly, southeasterly, and southerly along said segment, being a tangent curve to the right, having a central angle of  $89^{\circ}30'35''$  (platted),  $90^{\circ}10'39''$  (per said Certificate of Correction, (Film 1738, Page 1328)),  $90^{\circ}08'39''$  (calculated per measured information), and a radius of 25.00 feet, an arc distance of 39.06 feet (platted), 39.35 feet (per said Certificate of Correction, (Film 1738, Page 1328)), 39.33 feet (calculated per measured information), to the point of tangency of said curve; thence southerly along a segment of the east line of said Lot 1, (said segment being parallel with the east line of said Drainage Dedication), 104.12 feet (calculated per platted information), 101.72 feet (calculated per measured information); thence northwesterly with a deflection angle to the right of  $108^{\circ}19'20''$  (calculated per platted information),  $107^{\circ}41'17''$  (calculated per measured information), 358.54 feet (calculated per platted information), 351.62 feet (calculated per measured information), to a point on the west line of said Lot 1, said point being 84.10 feet south of the northwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 84.10 feet to the point of beginning. Containing 36898.0 Sq. Ft., (calculated)

**Access Control:**

Complete Access Control over a line in Lot 1, Block 3, K. T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 179.79 feet to the most northerly northeast corner of said Lot 1, said most northerly northeast corner also being the northwest corner of the Drainage Dedication as dedicated in said K. T. Wiedemann Business Park; thence southerly, southeasterly, and easterly along a segment of the east line of said Lot 1, said segment being a non-tangent curve to the left, having a central angle of  $90^{\circ}00'00''$  and a radius of 65.00 feet, an arc distance of 102.10 feet to the point of tangency of said curve; thence easterly along a segment of the east line of said Lot 1, (said segment being parallel with the north line of said Drainage Dedication), 70.45 feet (platted), 65.61 feet (per document entitled Certificate of Correction to Distance & Bearings Along the East Line of K.T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas as recorded in Film 1738, Page 1328), 65.00 feet (calculated per measured information), to the point of curvature of a segment of the east line of said Lot 1; thence easterly, southeasterly, and southerly along said segment, being a tangent curve to the right, having a central angle of  $89^{\circ}30'35''$  (platted),  $90^{\circ}10'39''$  (per said Certificate of Correction, (Film 1738, Page 1328)),  $90^{\circ}08'39''$  (calculated per measured information), and a radius of 25.00 feet, an arc distance of 39.06 feet (platted), 39.35 feet (per said Certificate of Correction, (Film 1738, Page 1328)), 39.33 feet (calculated per measured information), to the point of tangency of said curve;

thence southerly along a segment of the east line of said Lot 1, (said segment being parallel with the east line of said Drainage Dedication), 104.12 feet (calculated per platted information), 101.72 feet (calculated per measured information) for a point of beginning; thence northwesterly with a deflection angle to the right of 108°19'20" (calculated per platted information), 107°41'17" (calculated per measured information), 358.54 feet (calculated per platted information), 351.62 feet (calculated per measured information), to a point on the west line of said Lot 1, said point being 84.10 feet south of the northwest corner of said Lot 1, and for a point of termination.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$2,740,000.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$1,198,000.00

Difference, which is Just Compensation and  
The Amount of Our Award:

\$1,542,000.00

  
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**TRACT NO. 45(b)****Fee Owners:**

The K.T. Wiedemann Trust

**Address:** Unknown- Original Notice Through Publication**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

The City of Wichita, Kansas

**Address:** 435 N. Main Street, Wichita, Kansas 67202

By Drainage Dedication as dedicated in the plat of the K. T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas.

Easements and other matters shown on the recorded plat, if any.

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

A fee simple interest in that part of the Drainage Dedication as dedicated in K. T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 1, Block 3, in said K. T. Wiedemann Business Park; thence easterly along the north line of said Lot 1, 179.79 feet to the most northerly northeast corner of said Lot 1, said most northerly northeast corner also being the northwest corner of said Drainage Dedication, and for a point of beginning; thence southerly, southeasterly, and easterly along a segment of the west line of said Drainage Dedication, said segment being a non-tangent curve to the left, having a central angle of 90°00'00" and a radius of 65.00 feet, an arc distance of 102.10 feet to the point of tangency of said curve; thence easterly along a segment of the west line of said Drainage Dedication, (said segment being parallel with the north line of said Drainage Dedication), 70.45 feet (platted), 65.61 feet (per document entitled Certificate of Correction to Distance & Bearings Along the East Line of K.T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas as recorded in Film 1738, Page 1328), 65.00 feet (calculated per measured information), to the point of curvature of a segment of the west line of said Drainage Dedication; thence easterly, southeasterly, and southerly along said segment, being a tangent curve to the right, having a central angle of 89°30'35" (platted), 90°10'39" (per said Certificate of Correction, (Film 1738, Page 1328)), 90°08'39" (calculated per measured information), and a radius of 25.00 feet, an arc distance of 39.06 feet (platted), 39.35 feet (per said Certificate of Correction, (Film 1738, Page 1328)), 39.33 feet (calculated per measured information), to the point of tangency of said curve; thence southerly along a segment of the west line of said Drainage Dedication, (said segment being parallel with the east line of said Drainage Dedication), 104.12 feet (calculated per platted information), 101.90 feet (calculated per said Certificate of Correction, (Film 1738, Page 1328)), 101.72 feet (calculated per measured information); thence southeasterly with a deflection angle to the left of 71°40'40" (calculated per platted information), 72°20'43" (calculated per said Certificate of Correction, (Film 1738, Page 1328)), 72°18'43" (calculated per measured information), 73.74 feet (calculated per platted information), 73.46 feet (calculated per said Certificate of Correction, (Film 1738, Page 1328)), 73.47 feet (calculated per measured information), to a point on the east line of said Drainage Dedication, said point being 216.49 feet (calculated per platted information), 214.47 feet (calculated per said Certificate of Correction, (Film 1738, Page 1328)), 214.28 feet (calculated per measured information), southerly of the northeast corner of said Drainage Dedication; thence northerly, along the east line of said Drainage Dedication, 216.49 feet (calculated per platted information), 214.47 feet (calculated per said Certificate of Correction, (Film 1738, Page 1328)), 214.28 feet (calculated per measured

information), to the northeast corner of said Drainage Dedication; thence westerly along the north line of said Drainage Dedication, 229.68 feet (calculated per platted information), 225.89 feet (calculated per said Certificate of Correction, (Film 1738, Page 1328)), 225.23 feet (calculated per measured information), to the point of beginning.

Containing 23525.0 Sq. Ft., (calculated)

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$35,300.00

Fair Market Value of Property Remaining,  
Immediately After the Taking:

- 0 -

Difference, which is Just Compensation and  
The Amount of Our Award:

\$35,300.00

JG  
JG

RV  
RV

LG  
LG

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 28 day of October 2013.

COURT-APPOINTED APPRAISERS:

  
 \_\_\_\_\_  
 James Gardner

  
 \_\_\_\_\_  
 Randy Voth

  
 \_\_\_\_\_  
 Leo A. Goselink

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CLERK OF THE DISTRICT COURT

**COPY**

FILED  
APP DOCKET NO.

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT

2013 OCT 30 P 2:18

CLERK OF DIST COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS  
BY

**THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation,**

**Plaintiff-Condempnor,**

**vs.**

**Case No. 13-CV-1452  
Court No. 22  
Action Involves Title  
To Real Property**

**Hoover Road, LLC, et al.**

**Defendants-Landowners.**

**REPORT OF APPRAISERS**

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition of the City of Wichita, Kansas, in the above-captioned matter and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On various dates since our appointment, we caused notices of our hearings to be mailed to all defendants and interested parties named in the Petition whose addresses were known to us after diligent inquiry and caused such notices to be published in The Wichita Eagle, a newspaper of general circulation in Sedgwick County, Kansas, such that timely notice was given to all interested parties pursuant to Kansas statute. We then held a public hearing in the Wichita Transit Center Conference Room, 777 E. Waterman, Wichita, Kansas, the time and place stated in the notices, at which time we heard oral testimony and received written and other evidence concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard. We also viewed the lands of each and every tract listed in this Report.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court and consideration of applicable Kansas law, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the Petition and have determined just compensation and damages to the interested parties resulting from the takings are as follows:

**TRACTS NO. 17 & 19**

**Fee Owners:**

Hoover Road LLC, a Kansas limited liability company

Address: 1223 N. Rock Road, Building H-200, Wichita, Kansas 67206

**Tenants:**

Gordon Outdoor Advertising, LLC

Address: 4320 E. 100<sup>th</sup> Street, Tulsa, Oklahoma 74137

**LIENHOLDERS AND OTHER INTERESTED PARTIES:**

Commerce Bank, N.A.

Address: 1551 N. Waterfront Parkway, Wichita, Kansas 67206

By Mortgage dated December 31, 2009, and filed January 19, 2010, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Doc/Film-Pg: 29117689; also by Assignment of Rents dated December 31, 2009, and filed January 19, 2010, in Doc/Film-Pg: 29117690.

Kansas Gas and Electric Company, a Kansas Corporation

Address: 818 South Kansas Avenue, Topeka, Kansas 66612

By Easement dated September 24, 1954, and filed October 9, 1954, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Misc. Book 327, Page 223. Also by Affidavit dated January 11, 1979, and filed January 19, 1979, in Film 347, Page 26.

Mutual Benefit Life Insurance Co. in Rehabilitation

Address: c/o SunAmerica Life Assurance Company P.O. Box 19074, Greenville, South Carolina 29602

Mutual Benefit Life Insurance Co. in Rehabilitation and Samuel F. Fortunato C, Commissioner of Insurance of the State of New Jersey

Address: c/o SunAmerica Life Assurance Company P.O. Box 19074, Greenville, South Carolina 29602

By Easement dated April 26, 1994, and filed April 29, 1994, in the Office of the Register of Deeds of Sedgwick County, Kansas, in Film 1441, Page 518.

Kansas Turnpike Authority

Address: 9401 East Kellogg Avenue, Wichita, Kansas 67207

By Condemnation of certain property interests acquired in District Court Case #A-55770.

Easements and other matters shown on the recorded plat, if any.

Board of County Commissioners of Sedgwick County, Kansas (Attn: Property Tax Division)

Address: 525 N. Main, #320, Wichita, Kansas 67203

**REAL PROPERTY INTERESTS TO BE ACQUIRED:****Fee Simple Interest In:****Tract 17**

That part of Lot 2, Cross Town East, Wichita, Kansas described as beginning at the northeast corner thereof; thence south along the east line of said Lot 2, 155.00 feet; thence west parallel with the north line of said Lot 2, 190.00 feet; thence north parallel with the east line of said Lot 2, 155.00 feet to a point on the north line of said Lot 2; thence east along the north line of said Lot 2, 190.00 feet to the point of beginning.

Containing 29,450.0 Sq. Ft., (calculated)

**Tract 19**

That part of Lot 2, Cross Town East, Wichita, Kansas described as follows: Beginning at the northeast corner of Lot 1 in said Cross Town East; thence easterly along the north line of said Lot 2, 280.15 feet (calculated per platted information), 280.18 feet (calculated per described information), to a point 190.00 feet west of the northeast corner of said Lot 2; thence southerly parallel with the east line of said Lot 2 to a point 155.00 feet south of the north line of said Lot 2 as measured parallel with the east line of said Lot 1; thence westerly parallel with the north line of said Lot 2, 280.45 feet to the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 155.00 feet to the point of beginning, TOGETHER with that part of said Lot 2 described as follows: Beginning at the southwest corner of said Lot 1; thence easterly along the south line of said Lot 1, 165.00 feet; thence southerly parallel with the west line of the Northwest Quarter of Section 28, township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 110.00 feet; thence westerly parallel with the south line of said Lot 1, 130.00 feet to a point 110.00 feet normally distant east of the west line of said Northwest Quarter; thence southerly parallel with the west line of said Northwest Quarter, 367.55 feet to a point on the south line of said Lot 2; thence westerly along the south line of said Lot 2, 42.64 feet to the southwest corner of said Lot 2; thence northerly along the west line of said Lot 2, 85.51 feet (platted), 85.54 feet (calculated), to a deflection corner in said west line; thence northerly along the west line of said Lot 2, 267.32 feet (platted), 267.29 feet (calculated), to a deflection corner in said west line; thence northerly along the west line of said Lot 2, 101.18 feet (platted and calculated), to a deflection corner in said west line; thence northerly along the west line of said Lot 2, 25.14 feet (platted and calculated), to the point of beginning.

Containing 80190.3 Sq., Ft. (calculated)

**Temporary Construction Easement:** (6 715A-125)**Tract 17**

That part of Lot 2, Cross Town East, Wichita, Kansas described as commencing at the northeast corner thereof; thence south along the east line of said Lot 2, 155.00 feet for a point of beginning; thence continuing south along the east line of said Lot 2, 58.50 feet; thence west parallel with the north line of said Lot 2, 15.00 feet; thence north parallel with the east line of said Lot 2, 38.50 feet; thence west parallel with the north line of said Lot 2, 175.00 feet to a point 190.00 feet west of the east line of said Lot 2 as measured parallel with the north line of said Lot 2; thence north parallel with the east line of said Lot 2, 20.00 feet to a point 155.00 feet south of the north line of said Lot 2 as measured parallel with the east line of said Lot 2; thence east parallel with the north line of said Lot 2, 190.00 feet to the point of beginning.

Containing 4377.50 Sq. Ft., (calculated)

Tract 19

That part of Lot 2, Cross Town East, Wichita, Kansas described as follows: Commencing at the southwest corner of Lot 1 in said Cross Town East; thence easterly along the south line of said Lot 1, 165.00 feet for a point of beginning; thence continuing easterly along the south line of said Lot 1, and as extended easterly, 325.45 feet to a point 190.00 feet west of the east line of said Lot 2 as measured parallel with the north line of said Lot 1; thence southerly parallel with the east line of said Lot 2, 20.00 feet; thence westerly parallel with the extended south line of said Lot 1, 325.49 feet to a point 240.00 feet east of the west line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas as measured parallel with the south line of said Lot 1; thence northerly parallel with the west line of said Northwest Quarter, 20.00 feet to the point of beginning, together with that part of said Lot 2 described as follows: Commencing at the southwest corner of said Lot 2; thence easterly along the south line of said Lot 2, 42.63 feet (calculated per platted information), 42.64 feet (calculated per described information), to a point 110.00 feet east of the west line of said Northwest Quarter as measured along the south line of said Lot 2, and for a point of beginning; thence northerly parallel with the west line of said Northwest Quarter, 367.55 feet to a point 110.00 feet south of the south line of said Lot 1 as measured parallel with the west line of said Northwest Quarter; thence easterly parallel with the south line of said Lot 1, 35.00 feet; thence southerly parallel with the west line of said Northwest Quarter, 357.41 feet to a point 10.00 feet normally distant north of the south line of said Lot 2; thence easterly parallel with the south line of said Lot 2, 150.00 feet to a point 295.00 feet east of the west line of said Northwest Quarter as measured parallel with the south line of said Lot 2; thence southerly parallel with the west line of said Northwest Quarter, 10.00 feet to a point on the south line of said Lot 2; thence westerly along the south line of said Lot 2, 185.00 feet to the point of beginning, and together with that part of said Lot 2 described as follows: Commencing at the northeast corner of said Lot 2; thence southerly along the east line of said Lot 2, 213.50 feet for a point of beginning; thence continuing southerly along the east line of said Lot 2, 161.48 feet; thence westerly perpendicular to the east line of said Lot 2, 15.00 feet; thence northerly parallel with the east line of said Lot 2, 161.50 feet to a point 213.50 feet normally distant south of the north line of said Lot 2; thence easterly parallel with the north line of said Lot 2, 15.00 feet to the point of beginning.

Containing 23293.4 Sq. Ft., (calculated)

Access Control:Tract 17

Complete Access Control over a line in Lot 2, Cross Town East, Wichita, Kansas described as commencing at the northeast corner thereof; thence south along the east line of said Lot 2, 213.50 feet for a point of beginning; thence west parallel with the north line of said Lot 2, 190.00 feet, and for a point of termination.

Tract 19

Complete Access Control over a line in Lot 2, Cross Town East, Wichita, Kansas, said line being described as follows: Commencing at the northeast corner of Lot 1 in said Cross Town East; thence easterly along the north line of said Lot 2, 280.15 feet (calculated per platted information), 280.18 feet (calculated per described information), to a point 190.00 feet west of the northeast corner of said Lot 2; thence southerly parallel with the east line of said Lot 2 to a point 155.00 feet south of the north line of said Lot 2 as measured parallel with the east line of said Lot 1, and for a point of beginning; thence westerly parallel with the north line of said Lot 2, 280.45 feet to the southeast corner of said Lot 1; thence continuing westerly along the south line of said Lot 1,

45.00 feet to a point 165.00 feet east of the southwest corner of said Lot 1; thence southerly parallel with the west line of the Northwest Quarter of Section 28, township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 110.00 feet; thence westerly parallel with the south line of said Lot 1, 130.00 feet to a point 110.00 feet normally distant east of the west line of said Northwest Quarter; thence southerly parallel with the west line of said Northwest Quarter, 367.55 feet to a point on the south line of said Lot 2, said point being 42.64 feet east of the southwest corner of said Lot 2, and for a point of termination.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$ 9,342,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

\$ 2,867,000

Difference, which is Just Compensation and  
The Amount of Our Award:

6,475,000

  
JG

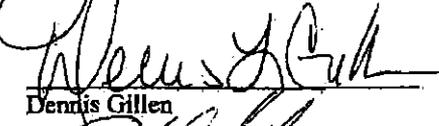
  
DG

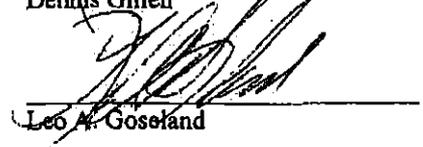
  
JG

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 28 day of OCTOBER, 2013.

COURT-APPOINTED APPRAISERS:

  
James Gardner

  
Dennis Gillen

  
Leo A. Goseland

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
CLERK OF THE DISTRICT COURT

**IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT**

**THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation,**

**Plaintiff-Condernnor,**

**vs.**

**Joe W. Self, Jr. Real Estate, L.L.C., et al.**

**Defendants-Landowners.**

**Case No. 13-CV-0906  
Court No. 14  
Action Involves Title  
To Real Property**

**ORDER FIXING APPRAISERS' FEES  
AND TAXING COSTS**

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2013, this matter comes on for hearing. Plaintiff appears by Joseph J. Erskine of Orrick & Erskine, L.L.P., its counsel of record. There are no other appearances. After reviewing the Court's file, after hearing statements of counsel, and after otherwise having been fully and truly advised of the premises herein, the Court finds and orders as follows:

The Court finds that the appraisers have filed their report with the Clerk of this Court, that all proceedings necessary to be done by them have been completed in the proper statutory manner, and they should be allowed reasonable fees for their services. The Court further finds that appraisers' fees in the amount of \$115,500.00 shall be assessed against the plaintiff/condemner.

IT IS, THEREFORE, ORDERED that fees be allowed the appraisers herein, the following amounts, and that upon payment of said fees by Plaintiff herein, the Clerk is hereby directed to disperse said fees to said appraisers:

<i>Jim Gardner, II</i>	<i>\$38,500.00</i>
1632 S. West Street, Suite 5	
Wichita, Kansas 67214	

<i>Randy Voth</i>	<i>\$38,500.00</i>
229 E. William Street, Suite 201	
Wichita, Kansas 67202-4006	

<i>Leo A. Goseland</i>	<i>\$38,500.00</i>
7701 E. Kellogg, Suite 200	
Wichita, Kansas 67207	

IT IS FURTHER ORDERED that such other fees and costs of this proceeding be assessed against the City of Wichita, Kansas.

IT IS FURTHER ORDERED that Court costs in the amount of \$0 and Guardian Ad Litem fees in the amount of \$0 shall be assessed against the plaintiff/condemner and the Clerk, upon payment of said fees by Plaintiff herein, is hereby directed to disperse said fees.

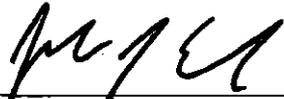
IT IS SO ORDERED.

\_\_\_\_\_  
Honorable J. Patrick Walters  
Judge of the District Court

Prepared by:

ORRICK & ERSKINE, L.L.P.

By:

  
\_\_\_\_\_  
Joseph Erskine, KS # 21878  
11900 College Blvd., Suite 210  
Overland Park, Kansas 66210  
913-888-1777  
913-888-1794 (fax)  
jerskine@orricklawgroup.com

ATTORNEYS FOR PLAINTIFF-CONDEMNOR

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT

FILED  
APP DOCKET NO.

2013 NOV 12 P 3 50

CLERK OF DIST COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS  
BY

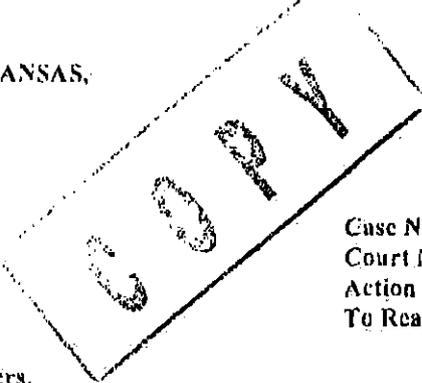
THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation,

Plaintiff-Condempnor,

vs.

Hoover Road, LLC, et al.

Defendants-Landowners.



Case No. 13-CV-1452  
Court No. 22  
Action Involves Title  
To Real Property

ORDER FIXING APPRAISERS' FEES  
AND TAXING COSTS

NOW on this 12<sup>th</sup> day of November, 2013, this matter comes on for hearing. Plaintiff appears by Joseph J. Erskine of Orrick & Erskine, L.L.P., its counsel of record. There are no other appearances. After reviewing the Court's file, after hearing statements of counsel, and after otherwise having been fully and truly advised of the premises herein, the Court finds and orders as follows:

The Court finds that the appraisers have filed their report with the Clerk of this Court, that all proceedings necessary to be done by them have been completed in the proper statutory manner, and they should be allowed reasonable fees for their services. The Court further finds that appraisers' fees in the amount of \$13,500.00 shall be assessed against the plaintiff/condempnor.

IT IS, THEREFORE, ORDERED that fees be allowed the appraisers herein, the following amounts, and that upon payment of said fees by Plaintiff herein, the Clerk is hereby directed to disperse said fees to said appraisers:

*Jim Gardner, II* \$4,500.00  
1632 S. West Street, Suite 5  
Wichita, Kansas 67214

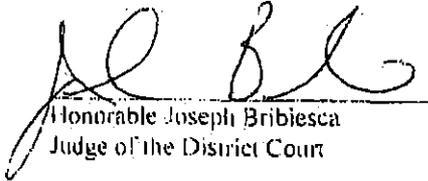
*Dennis Gillen* \$4,500.00  
8301 E. 21<sup>st</sup> Street North, Suite 450  
Wichita, Kansas 67206-2936

*Leo A. Ganseland* \$4,500.00  
7701 E. Kellogg, Suite 200  
Wichita, Kansas 67207

IT IS FURTHER ORDERED that such other fees and costs of this proceeding be assessed against the City of Wichita, Kansas.

IT IS FURTHER ORDERED that Court costs in the amount of \$0 and Guardian Ad Litem fees in the amount of \$0 shall be assessed against the plaintiff/condemner and the Clerk, upon payment of said fees by Plaintiff herein, is hereby directed to disperse said fees.

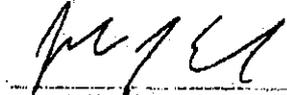
IT IS SO ORDERED.

  
Honorable Joseph Bribiesca  
Judge of the District Court

Prepared by:

ORRICK & ERSKINE, L.L.P.

By:

  
Joseph Erskine, KS # 21878  
11900 College Blvd., Suite 210  
Overland Park, Kansas 66210  
913-888-1777  
913-888-1794 (fax)  
jerskine@orricklawgroup.com

ATTORNEYS FOR PLAINTIFF-CONDEMNOR

**Consent Agenda Item No. II-16**

**City of Wichita  
City Council Meeting  
November 19, 2013**

**TO:** Mayor and City Council  
**SUBJECT:** Legal Services for the North Industrial Corridor Project  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

---

**Recommendation:** Approve the Agreement for Legal Services with Crowe & Dunlevy, P.C., to provide legal services for the North Industrial Corridor project.

**Background:** Groundwater pollution was indentified in the North Industrial Corridor in 1983. In order to avoid the stigma associated with Superfund status and move the assessment and remediation process forward, on November 14, 1995, the City of Wichita and the Kansas Department of Health and Environment entered into a Settlement Agreement for the Remedial Investigation and Feasibility Study and for Certain Remedial Action to be Determined, by which the City of Wichita agreed to undertake responsibility for the environmental investigation and remediation, subject to certain conditions subsequent thereto.

**Analysis:** The firm of Crowe & Dunlevy is a nationally recognized firm in the field of environmental law and is deemed to be imminently qualified to represent the City of Wichita in its attempt to recover the cost of remediation and the cost to monitor the remediation progress from the potentially responsible parties.

**Financial Considerations:** The Agreement provides a base agreement setting a fee schedule that reflects the fees regularly charged by comparable firms in the area for similar legal work and the commitment that the firm has made to have a representative available for City matters. The costs of legal services are charged to the NIC TIF fund. This Agreement commits no funds, but creates the format for a blanket purchase order for legal services procurement on an as-needed basis.

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

**Recommendations/Actions:** It is recommended that the City Council approve and authorize the Mayor to sign the Agreement for Legal Services.

**Attachments:** Agreement for Legal Services.

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of November, 2013 by and between the CITY OF WICHITA, a municipal corporation hereinafter known as "CITY", and Crowe & Dunlevy, P.C., 20 N. Broadway Avenue, Suite 1800, Oklahoma City, OK, hereinafter known as "ATTORNEY".

WHEREAS, CITY has entered into an agreement with the State of Kansas providing for the CITY to investigate and remediate the North Industrial Corridor groundwater contamination; and

WHEREAS, the CITY desires to retain outside counsel to assist the City Attorney in representation of the legal interests of the CITY and to assist with the review, drafting, or negotiations of agreements and related documents; and

WHEREAS, the ATTORNEY is willing to provide such services to the City;

IT IS THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

1. ATTORNEY will provide professional services to CITY by providing legal counsel on matters relating to the above-mentioned matter.
2. As part of its representation, ATTORNEY agrees to confer with CITY ATTORNEY or other employees of CITY in order to convey advice or legal representation in the above referenced matter as requested by the CITY.
3. ATTORNEY agrees to retain all information, documents, investigative materials, or other data obtained from CITY as confidential and agrees not to release or discuss any of such information unless ATTORNEY has obtained the prior consent of CITY or is otherwise forced, compelled, or required to disclose this information in the course of litigation or by court order.
4. The charges for professional services will be billed on a basis of actual time spent and actual expenses incurred in performing services for and on behalf of the CITY. The charges for each person from ATTORNEY's law firm who will be working on this project and the rates charged for each such person is attached hereto, marked Exhibit A, and incorporated herein as though fully set forth herein. **The maximum funds to be billed pursuant to this Agreement, absent a supplement contract, will be \$100,000.**
5. The ATTORNEY will maintain a contemporaneous record of hours billed, indicating in brief summary a description of the work performed.

6. ATTORNEY's status for conduct of tasks described herein shall be as an independent contractor, and not as an agent or employee of the CITY. Any and all employees of the ATTORNEY while engaged in the performance of any work or service required by the ATTORNEY under this Agreement shall be considered employees of the ATTORNEY only and not of the CITY.
7. It is further understood and agreed that because of the responsibilities of the City Attorney under the statutes of the State of Kansas, the name of the City Attorney will appear on all documents and ATTORNEY will send no documents, applications or opinions of any kind to any agency or entity on behalf of CITY, any of its agencies or departments, without consultation with the City Attorney, unless specifically requested to do so by the City Council or City Manager. This Agreement contains no authorization in any event for ATTORNEY to sign any papers or documents in the name of the City Attorney. Further, it is understood and agreed that ATTORNEY shall have no authority to contract or incur any liability, cost or expense on the part of the City except as may be authorized in this Agreement or specifically authorized in writing by the City Attorney.
8. The laws of the State of Kansas shall govern the validity, construction, interpretation, and effect of this Agreement. Venue for the resolution of any dispute shall be in Sedgwick County, Kansas.
9. The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.
10. The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

**Representing the CITY:**

Gary E. Rebenstorf  
Director of Law and City Attorney  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202  
(316) 268-4681

Representing the ATTORNEY:

Gary Davis  
Crowe & Dunlevy  
20 N. Broadway, Suite 1800  
Oklahoma City, Oklahoma 73102  
(450) 235-7700

11. Notwithstanding any other provision of this Agreement, the ATTORNEY warrants that it shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, nor delegate any duties arising under this contract to any other person or entity absent the express written consent of the CITY.
12. The ATTORNEY shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement, including compliance with Exhibit B attached hereto (Anti-Discrimination Agreement).
13. Except as otherwise stated above, payments for professional services and expenses shall be made upon presentation for statements for the same as approved by the City Attorney, or designee, and in accordance with the CITY'S routine accounts payable procedures. ATTORNEY agrees to provide tax identification numbers and other documentation in a form acceptable to CITY for purposes of billing for services under the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first written above.

CROWE & DUNLEVY, P.C.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Gary Davis

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A

Davis, Gary	\$385.00
Tolbert, Miles	\$345.00
Burnett, LeAnne	\$320.00
Hendricks, Anthony	\$190.00
Gallegly, Tim	\$190.00
Minyard, Elizabeth	\$145.00 (Legal Assistant)

EXHIBIT "B"

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated hereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency.
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Exempted from these requirements are: (State of Kansas)
  - 1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
  - 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.

3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
- D. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Opportunity/Affirmative Action Program Requirements.
1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the *Code of the City of Wichita against discrimination* (Section 2.12.900, et seq.) of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation.
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable to the City of Wichita;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations, and will permit access to books, records and procedures concerning employment relations by and for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City of Wichita in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;
  4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;

5. The vendor, supplier, contractor or subcontractor shall include every provision of Subsection 1 through 4 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement shall prior to entering into such contract, purchase order or agreement, submit to the City of Wichita, Kansas, a preliminary report on forms provided by the Board, concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

- a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
- b. These provisions shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) days period from the Federal agency involved.
- c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instruction included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

- F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 44-1031, as amended, or has been found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

Consent Agenda Item No. II-17

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council  
**SUBJECT:** North Industrial Corridor – Kansas Plating Settlement Agreement  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

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**Recommendation:** Approve the settlement agreement between the City of Wichita and Kansas Plating, Inc. (“KPI”) for payment of the City’s claim for its costs to remediate and monitor the environmental contamination associated with KPI’s property located within the North Industrial Corridor (“NIC”).

**Background:** Groundwater pollution was indentified in the North Industrial Corridor in 1983. In order to avoid the stigma associated with Superfund status and move the assessment and remediation process forward, on November 14, 1995, the City of Wichita and the Kansas Department of Health and Environment entered into a Settlement Agreement for the Remedial Investigation and Feasibility Study and for Certain Remedial Action to be Determined, by which the City of Wichita agreed to undertake responsibility for the environmental investigation and remediation, subject to certain conditions subsequent thereto.

**Analysis:** KPI ceased doing business in 2012 and has stated its intent to file for relief under Chapter 11 of the United States Bankruptcy Code. In order to maximize funds from the liquidation of the KPI business, KPI and the City have negotiated the attached settlement agreement.

**Financial Considerations:** The settlement agreement provides for the maximum recovery for the City. Should KPI file its bankruptcy action without the settlement agreement with the City, the City would be classified as an un-liquidated, unsecured creditor. In part, the settlement agreement, upon approval from the Bankruptcy Court, deeds a portion of the KPI property to the City for use as a pumping station to assist in the remediation of the NIC groundwater, places an Environmental Conditional Use control on the property, and guarantees that the City will receive 40% of the net proceeds from the sale of the KPI property. The Department of Public Works and Utilities has approved this settlement agreement.

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

**Recommendations/Actions:** It is recommended that the City Council approve and authorize the Mayor to sign the settlement agreement.

**Attachments:** Settlement Agreement.

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between **Kansas Plating, Inc.** ("Kansas Plating") and **The City of Wichita**, ("City"), in settlement of all environmental claims relating to the property owned and operated by Kansas Plating, Inc., at 1110 North Mosley, Wichita, Kansas (the "Property").

### **RECITALS**

WHEREAS, Kansas Plating has owned and operated the facility at 1110 North Mosley, Wichita, Kansas, since approximately 1950; and

WHEREAS, the Kansas Plating facility is within the boundaries of the North Industrial Corridor pollution site; and

WHEREAS, Kansas Plating denies having caused any environmental contamination on the Property; and

WHEREAS, the City and the Kansas Department of Health and Environment have alleged certain releases of contaminants into the environment as a result of the operations of the Kansas Plating facility, and have made claims for investigation costs, oversight and response costs of \$2,731,140.30; and

WHEREAS, Kansas Plating contends that the releases on the Property were caused or contributed to by other unrelated third parties; and

WHEREAS, Kansas Plating intends to file a Chapter 11 bankruptcy proceeding in the United States Bankruptcy Court for the District of Kansas; and

WHEREAS, as part of its Plan of Liquidation, all assets of Kansas Plating will be liquidated; and

WHEREAS, this settlement is to be entered into by the parties prior to commencement of the Chapter 11 action, but certain provisions of it will be carried out subsequent to the filing of the bankruptcy; and

WHEREAS, the parties, in order to avoid the time and expense of litigation, agree as follows:

- A. Kansas Plating is an original participant in and to the North Industrial Corridor Participation Agreement dated May 21, 1996 ("Participation Agreement").
- B. The City and the KDHE are parties to a Settlement Agreement for remedial investigation and feasibility study and for certain remedial actions to be determined following an opportunity for public involvement; KDHE Case No. 95-E-0321, dated October 31, 1995.

- C. The City/KDHE Agreement provides that the City may reach a settlement of which it issued a Certificate of Release providing for contribution protection to settling parties.
- D. Kansas Plating has applied for a Certificate of Release covering the Property as noted above on August 5, 1996.
- E. Kansas Plating has denied liability and has set forth that it has insufficient means in order to further fund any portion of the Participation Agreement.

THEREFORE, the parties agree as follows:

1. The above Recitals are incorporated herein by reference and are made a part hereof as if contained herein.
2. As a participant in the Participation Agreement, Kansas Plating is entitled to credit against any allocated share of liability for the environmental conditions on the North Industrial Corridor site as follows:
  - A) Its Twenty-Five Thousand Dollar (\$25,000.00) contribution as a participant upon joining the Participation Agreement and will be applied as a credit towards downgradient remediation.
  - B) The value pursuant to paragraph 13 of the North Industrial Corridor Participation Agreement of the environmental investigations and source investigations which it has undertaken, the results of which have been provided to the City and to the KDHE totaling Eighty-Nine Thousand Forty-Three Dollars and Ninety-Five Cents (\$89,043.95). The City acknowledges receipt of such investigation information. These investigations have been of value to the City in satisfying its obligations under both the Participation Agreement and the KDHE Settlement Agreement and will be applied to the Source remediation.
3. In exchange for a waiver and release by the City in favor of Kansas Plating for sums the City claims Kansas Plating is obligated, under the Participation Agreement and/or under the Settlement Agreement between the City and the KDHE, which sums are not liquidated, but are contingent and subject to dispute, Kansas Plating hereby agrees to transfer to the City by good and sufficient Special Warranty Deed, the real estate legally described as follows, to-wit:

Lots 6 - 8 EXCLUDING the West 20 feet for street  
Mosley Avenue, Sankey & McCall's Addition to  
the City of Wichita, Sedgwick County, Kansas

wherein the waste water treatment facility of Kansas Plating is located, together with appropriate easements over other contiguous property to allow the City to

access the real property transferred and all improvements therein. The Property is valued at Six Hundred Thousand Dollars (\$600,000.00) for the purpose of this settlement.

4. All property owned by Kansas Plating shall be covered by an Environmental Use Control with the Kansas Department of Health and Environment, prohibiting the property being used for residential purposes or for child care facilities, until such time as the Environmental Use Control is modified or released. This provision shall be undertaken as an Interim Remedial Measure by the City of Wichita in response to contamination at the site.
5. In addition, Kansas Plating shall cause the remaining property located at 1110 N. Mosely and 1130 N. Mosley to be sold at public auction. The City of Wichita shall receive an amount equal to 40% of the net proceeds after deducting the costs of the auction and the payment to KDHE of \$33,099.01. The total amount received by The City shall not exceed the amount of Two Million Seven Hundred Thirty-one Thousand One Hundred Forty Dollars and Thirty Cents (\$2,731,140.30), including the amounts set forth in paragraphs 2 - 4 above.
6. The property at 1107 N. Washington shall be donated to One Spark Foundation, a 501(c)(3) charitable organization, on or before the date of the auction of the Mosley Street property.
7. Following receipt of the funds and properties recited above, the City agrees to issue to Kansas Plating, its officers, directors, shareholders and employees, Certificates of Release as defined by the Participation Agreement and the City/KDHE Agreement releasing them and each of them from any further liability for any environmental condition allegedly caused or contributed to by Kansas Plating within the North Industrial Corridor. The City further agrees that it shall be responsible for contamination at the site.
8. This settlement is conditional upon approval of the United States Bankruptcy Court. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any current or future Law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
9. This Agreement shall be binding on the parties hereto and their respective legal representative, successors and assigns.

10. Both parties agree that all claims, demands and causes of action that they may have against each other and the others' respective officers, directors, shareholders, agents, and employees are forever settled, resolved, compromised and released except as provided in this Agreement.

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

"KANSAS PLATING"

KANSAS PLATING, INC.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"CITY"

THE CITY OF WICHITA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Second Reading Ordinances for November 19, 2013 (first read on November 5, 2013)**

**A. Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)**

ORDINANCE NO. 49-594

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF ITS SALES TAX SPECIAL OBLIGATION REVENUE BONDS (K-96 GREENWICH STAR BOND PROJECT) IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING CERTAIN COSTS RELATING TO THE PHASE I STAR BOND PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

ORDINANCE NO. 49-605

A HOME RULE ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT OF DEVELOPMENT AGREEMENT RELATING TO THE K-96 GREENWICH STAR BOND PROJECT DISTRICT AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID AGREEMENT.

ORDINANCE NO. 49-556

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE K-96 STAR BOND COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

**B. Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)**

ORDINANCE NO. 49-595

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN SPIRIT AEROSYSTEMS, INC. AND THE CITY OF WICHITA, KANSAS; APPROVING AND AUTHORIZING THE EXECUTION OF AN INDENTURE OF TRUST BETWEEN SAID CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.; PLEDGING CERTAIN PAYMENTS UNDER SAID LEASE AGREEMENT AND MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE TERMS OF SAID INDENTURE OF TRUST; AUTHORIZING AND DIRECTING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS SERIES \_\_\_\_, 2013 (SPIRIT AEROSYSTEMS, INC. PROJECT) OF SAID CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$49,000,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT OF CERTAIN INDUSTRIAL AND MANUFACTURING FACILITIES OF SPIRIT AEROSYSTEMS, INC., A DELAWARE CORPORATION, IN SEDGWICK COUNTY, KANSAS; DESIGNATING THE TRUSTEE AND THE PAYING AGENT FOR SAID BONDS; AUTHORIZING THE SALE OF SAID BONDS AND THE EXECUTION OF A BOND PURCHASE AGREEMENT THEREFOR; APPROVING AND AUTHORIZING THE EXECUTION OF AN ADMINISTRATIVE SERVICE FEE AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN RELATED INSTRUMENTS;

**C. Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds, Wesley Medical Center, LLC. (District I)**

ORDINANCE NO. 49-596

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES [NO], 2013 (WESLEY MEDICAL CENTER), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$35,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING AND EQUIPPING IMPROVEMENTS TO AN EXISTING HOSPITAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**D. Improvements to Meridian from Pawnee to McCormick. (District IV)**

ORDINANCE NO. 49-597

AN ORDINANCE DECLARING MERIDIAN, BETWEEN PAWNEE AND MCCORMICK (472-85124) TO BE MAIN A 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.

**E. Berkeley Square First Addition and Greenwich Office Park Second Addition. (District II)**

ORDINANCE NO. 49-604

AN ORDINANCE AMENDING ORDINANCE NO. 49-367 AND RESOLUTION NO. 11-186 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING PAVEMENT ON CHESTERFIELD, TO SERVE GREENWICH OFFICE PARK SECOND ADDITION, BERKELEY SQUARE FIRST ADDITION, & UNPLATTED TRACT, (472-84959/490-281).

**F. Abatement of Dangerous and Unsafe Structures.**

ORDINANCE NO. 49-598

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION ) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

ORDINANCE NO. 49-599

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING EMERGENCY BOARD-UP) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

**G. Improvements to Amidon between 21st and 29th Streets North. (District VI)**

ORDINANCE NO. 49-600

AN ORDINANCE AMENDING ORDINANCE NO. 49-245 OF THE CITY OF WICHITA, KANSAS DECLARING AMIDON, BETWEEN 21ST STREET AND 29TH STREET (472-84914) 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 THE SAME.

**H. Improvements to the K-96 and Greenwich Interchange. (District II)**

ORDINANCE NO. 49-601

AN ORDINANCE AMENDING ORDINANCE NO. 49-362 OF THE CITY OF WICHITA, KANSAS DECLARING K-96 AND GREENWICH INTERCHANGE (472-85066) 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 THE SAME.

**I. ZON2013-00019 – Zone change request from TF-3 Two-family Residential to LC Limited Commercial subject to Protective Overlay #279 on property located 300 feet north of East Central Avenue on the east side of North Dellrose Avenue, 518, 520 and 524 North Dellrose Avenue. (District I)**

ORDINANCE NO. 49-602

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**J. A13-06 - Request by Ranch 21 LLC to annex lands generally located at the southwest corner of 21st Street North and 159th Street East. (District II)**

ORDINANCE NO. 49-603

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-06)

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** ZON2013-00022 – Zone change from B Multi-Family Residential (B) to LC Limited Commercial (LC) on property generally located south of 13<sup>th</sup> Street North on the east side of Hillside Avenue.

**INITIATED BY:** Metropolitan Area Planning Department

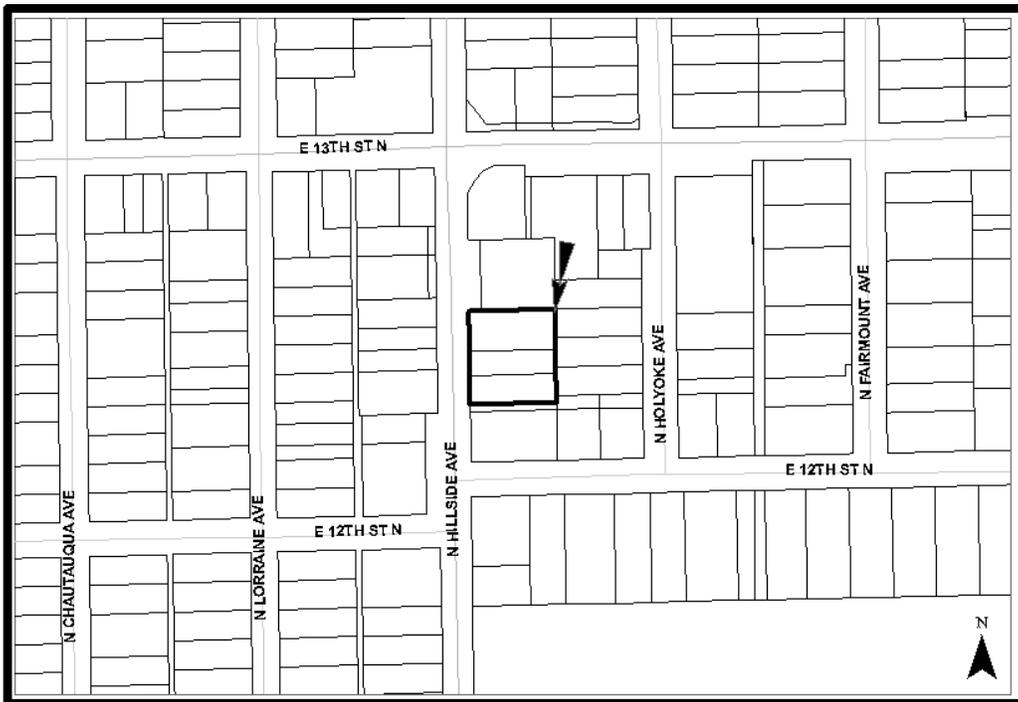
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommends approval (10-0).

**DAB III Recommendation:** DAB I recommends approval (unanimously).

**MAPD Staff Recommendation:** The MAPD staff recommends approval.



**Background:** The applicant owns the undeveloped mostly B Multi-Family Residential (B) zoned subject property located along the east side of North Hillside Avenue, between 13<sup>th</sup> Street North and 12<sup>th</sup> Street North. Approximately half of the subject properties have B zoning along their North Hillside Avenue frontage and LC Limited Commercial (LC) zoning located on their rear halves. The applicant is requesting LC zoning to match the LC zoning on the rest of their properties located on the southeast side of the 13<sup>th</sup> Street North – Hillside Avenue intersection.

This portion of North Hillside has LC zoned small retail – commercial development located on both its sides. There are also undeveloped LC, B and GC General Commercial (GC) zoned properties located along this portion of North Hillside Avenue. Development and zoning located north of the site and including the northeast and northwest corners of the 13<sup>th</sup> Street North and Hillside Avenue intersection are: an abutting Popeyes Fried Chicken restaurant with a drive-thru, a small vacant appliance store, (north of 13<sup>th</sup> Street North) an auto repair garage, a small church, a small convenience store (without the gas service) and undeveloped land. All of these properties are zoned LC. Development and zoning located west of the site, across Hillside Avenue and south of 13<sup>th</sup> Street North, include: a small partially occupied (with a salon) retail strip, another partially occupied (with the Bachelor’s Lounge) retail strip, a combination rug cleaner – pest exterminator – sewer cleaning business, a small vacant retail strip, two small vacant retail buildings and a Churchs Fried Chicken restaurant with a drive-thru. All of these properties are zoned LC. South of the LC zoned retail – commercial uses, located across 12th Street North, are: B zoned single-family residences, a church, the Maple Grove Cemetery and the Highland Cemetery. The LC zoned east, abutting and adjacent properties are undeveloped except for two single-family residences. These properties have frontage on the west side of the residential street Holyoke Avenue. There is also a small undeveloped B zoned property on the southwest corner of 13<sup>th</sup> Street North and Holyoke Avenue. Further east, across Holyoke Avenue is a small B, TF-3 Two-Family Residential (TF-3) and SF-5 Single-Family Residential (SF-5) zoned mostly single-family residential neighborhood. This residential neighborhood is bound by the already noted LC zoned properties located on the west side of Holyoke Avenue, 13<sup>th</sup> Street North on its north side, the B zoned Maple Grove Cemetery on its south side, and the B zoned World Impact/Urban Ministry complex on its east side. The largest developments along this section of North Hillside Avenue are the previously mentioned Maple Grove and Highland Cemeteries and Wesley Hospital on its south end and Wichita State University on its north end.

**Analysis:** At the District Advisory Board I (DAB I) meeting held October 7, 2013, DAB I voted, unanimously, to approve the requested LC zoning with the following three conditions; dedication of access control along Hillside Avenue as approved by the Traffic Engineer, dedication of 20 feet of street right-of-way along the subject property’s Hillside Avenue frontage as approved by the Traffic Engineer and a covenant prohibiting access from the subject properties onto Holyoke Avenue. At the Metropolitan Area Planning Commission (MAPC) meeting held October 10, 2013, the MAPC voted (10-0) to approve the requested LC zoning with the above noted three conditions. There were no citizens who spoke against the request at the MAPC or DAB meetings. Planning has received no phone calls protesting the request. There have been no valid protest petitions filed with the City Clerk.

**Financial Considerations:** There are no financial considerations in regards to the zoning request.

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the zone change contingent on dedication of access control, dedication of street right-of-way and a covenant, and place the ordinance establishing the zone change on first reading (simple majority required).

**Attachments:**

- Ordinance
- MAPC minutes
- DAB memo

ORDINANCE NO. 49-613

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2013-00022**

Zone change from B Multi-Family Residential (“B”) to LC Limited Commercial (“LC”) on an approximately a 0.56-acre property described as:

Parcel 1: Beginning 30 feet East and 280 feet South of the Northwest corner of the Northwest Quarter of Section 14, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 70 feet; thence East 150 feet; thence North 70 feet; thence West to the Point of Beginning, being vacated Lots 21 and 23 and the North 20 feet of Lot 25, Baldock’s Addition, Wichita, Sedgwick County, Kansas

Parcel 2: Beginning 30 feet East and 350 feet South of the Northwest corner of the Northwest Quarter of Section 14, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 42.66 feet; thence East 150 feet; thence North 42.66 feet; thence West to the Point of Beginning, being vacated South 5 feet of Lot 25 and ALL of Lot 27 and the North 12.66 feet of Lot 29, Baldock’s Addition, Wichita, Sedgwick County, Kansas

Parcel 3: Beginning 30 feet East and 392.66 feet South of the Northwest corner of the Northwest Quarter of Section 14, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 49.84 feet; thence East 150 feet; thence North 49.84 feet; thence West to the Point of Beginning, being vacated South 12.34 feet of Lot 29, ALL of Lot 31 and the North half of Lot 33, Baldock’s Addition, Wichita, Sedgwick County, Kansas

Parcel 4: Beginning 30 feet East and 442.5 feet South of the Northwest corner of the Northwest Quarter of Section 14, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 12.5 feet; thence East 150 feet ;thence North 12.5 feet; thence West to the Point of Beginning, being vacated South half of Lot 33, Baldock’s Addition, Wichita, Sedgwick County, Kansas; all generally located south of 21st Street North on the west side of Hillside Avenue Street.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

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Carl Brewer - Mayor

**ATTEST:**

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Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE OCTOBER 10, 2013 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2013-00022** - Wil-Ken Enterprises, c/o Willie L. Kendrick (owner/applicant) and Glenn Hunt, PE (agent) City request for LC Limited Commercial zoning on property zoned B Multi-Family Residential on property described as:

Parcel 1: Beginning 30 feet East and 280 feet South of the Northwest corner of the Northwest Quarter of Section 14, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 70 feet; thence East 150 feet ;thence North 70 feet; thence West to the Point of Beginning, being vacated Lots 21 and 23 and the North 20 feet of Lot 25, Baldock's Addition, Wichita, Sedgwick County, Kansas

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**BACKGROUND:** The applicant owns the undeveloped mostly B Multi-Family Residential (B) zoned subject properties located along the east side of North Hillside Avenue, between 13<sup>th</sup> Street North and 12<sup>th</sup> Street North. Approximately half of the subject properties have B zoning along their North Hillside Avenue frontage and LC Limited Commercial (LC) zoning located on their rear halves. The applicant is requesting LC zoning to match the LC zoning on the rest of its properties located on the southeast side of the 13<sup>th</sup> Street North – Hillside Avenue intersection.

This portion of North Hillside has LC zoned small retail – commercial development located on both sides of it. There are also undeveloped LC, B and GC General Commercial (GC) zoned properties along this portion of North Hillside Avenue. Development and zoning located north of the site and including the northeast and northwest corners of the 13<sup>th</sup> Street North and Hillside Avenue intersection are: an abutting Popeyes Fried Chicken restaurant with a drive-thru, a small vacant appliance store, (north of 13<sup>th</sup> Street North) an auto repair garage, a small church, a small convenience store (without the gas service) and undeveloped land. All of these properties are zoned LC. Development and zoning located west of the site, across Hillside Avenue and south of 13<sup>th</sup> Street North, include: a small partially occupied (with a salon) retail strip, another partially occupied (with The Bachelor's Lounge) retail strip, a combination rug cleaner – pest exterminator – sewer cleaning business, a small vacant retail strip, two small vacant retail buildings and a Church's Fried Chicken restaurant with a drive-thru. All of these properties are zoned LC.

South of the retail – commercial, across 12th Street North, developments are: B zoned single-family residences, a church, the Maple Grove Cemetery and the Highland Cemetery. The LC zoned east abutting and adjacent properties (which have frontage on the residential street Holyoke Avenue) include: undeveloped properties and two single-family residences. There is also a small undeveloped B zoned property on the southwest corner of 13<sup>th</sup> Street North and Holyoke Avenue. Across Holyoke Avenue is a small B, TF-3 Two-Family Residential (TF-3) and SF-5 Single-Family Residential (SF-5) zoned mostly single-family residential neighborhood; bound by 13<sup>th</sup> Street North on its north side, the Maple Grove Cemetery on its south side, and the B zoned World Impact/Urban Ministry complex on its east side. The largest developments along this section of North Hillside Avenue are the previously mentioned Maple Grove and Highland Cemeteries and Wesley Hospital on its south side and Wichita State University on its north side.

The 13<sup>th</sup> Street North and Hillside Avenue intersection is currently undergoing improvements, as part of the larger construction/improvements on 13<sup>th</sup> Street North. 13<sup>th</sup> Street North is currently under construction from Oliver Avenue on the east end to the Interstate Highway 235 interchange on the west end. The project was let on June 15, 2012, construction started in early August 2012, and is scheduled for completion at the end of November 2013.

**CASE HISTORY:** The site is located on Lots 21-31, odd, and the north half of Lot 33, Baldocks Addition, which was recorded with the Register of Deeds October 20, 1888.

**ADJACENT ZONING AND LAND USE:**

NORTH: LC Fast food restaurant with drive-thru, vacant appliance store, auto repair, church, small convenience store (no gas), undeveloped land  
SOUTH: GC, LC, B Undeveloped land, single-family residences, two cemeteries  
EAST: LC, B, TF-3 Undeveloped land, single-family residences, duplex, ministry complex  
SF-5  
WEST: LC Retail strips, commercial building, small vacant retail strip, two small vacant retail buildings, fast food restaurant with drive-thru

**PUBLIC SERVICES:** The site has drives onto North Hillside Avenue, a four-lane principle arterial, with a center turn-lane. The drives are the remainder of what used to be, as recently 2000, single-family residential development. This portion of North Hillside Avenue has an uneven 30-50 feet of half-street right-of-way. The subject properties have 30 feet of half-street right-of-way. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The ‘2013 Land Use Guide of the Comprehensive Plan’ (Plan) identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including apartments, typically found in large urban municipality. The UZC identifies LC zoning as being not compatible with the urban residential category. The UZC identifies B zoning as generally compatible with the urban residential category.

The site is located within the block defined by 13<sup>th</sup> Street North on its north side, Hillside Avenue on its west side, 12<sup>th</sup> Street North on its south side and Holyoke Avenue on its east side. The Plan identifies all of the northern half of this block as “local commercial.” Those LC zoned properties located in the north-half of the block are compatible with the local commercial category. Most of the properties located in the south-half of this block are zoned LC, the exception being the applicant’s B zoned properties and the undeveloped GC zoned properties abutting the south side of the applicant’s properties. The zoning pattern for the south-half of this block does not comply with the Plan, but the requested LC zoning matches up with the block’s predominate LC zoning.

The Commercial Locational Guidelines of the Comprehensive Plan recommends that commercial sites and high density multi-family residential sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The site does have direct access onto North Hillside Avenue, a principle arterial. Although the site does not have frontage on the local residential street Holyoke Avenue, it does abut either LC zoned undeveloped land or single-family residences that do have frontage on Holyoke Avenue. There is a possibility that future development on the site would include combining it with the LC zoned undeveloped land or single-family residences that do have frontage on Holyoke Avenue.

The site is located within the 'Central Northeast Area Plan' (Area Plan). Although this intersection is not specifically identified as a target for business development, the Area Plan's business priorities include, encouraging more neighborhood serving retail and personal services and retaining and attracting new businesses and jobs. If approved the requested LC zoning on the applicant's undeveloped properties together with abutting and adjacent undeveloped LC and GC zoned properties, provide an opportunity for new business in the area. However, this opportunity is only part of the current commercial development dynamic of this area, which includes vacant LC zoned retail strips and free standing retail and other LC, GC and B zoned undeveloped properties. The impact of the ongoing 13<sup>th</sup> Street North construction improvements, which include the 13<sup>th</sup> Street North and Hillside Avenue intersection improvement, is another dynamic that may have contributed to the vacant retail commercial buildings.

**RECOMMENDATION:** There are LC zoned properties abutting the east side of the subject site. These abutting LC zoned properties have frontage on Holyoke Avenue, a local residential street. If the requested LC zoning is approved traffic from the LC zoned properties could have access onto Holyoke Avenue, thus introducing commercial traffic into a small single-family residential neighborhood. Based upon the information available prior to the public hearings, including the direction given in the South Central Neighborhood Plan planning staff recommends that the request for a LC zoning be **APPROVED**, contingent on dedication of access control along Hillside Avenue as approved by the Traffic Engineer, dedication of 20 feet street right-of-way along the subject properties Hillside Avenue frontage as approved by the Traffic Engineer, and a covenant prohibiting access from the subject properties onto Holyoke Avenue.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** This portion of North Hillside has LC zoned small retail – commercial development located on both sides of it. There are also undeveloped LC, B and GC General Commercial (GC) zoned properties along this portion of North Hillside Avenue. Development and zoning located north of the site and including the northeast and northwest corners of the 13<sup>th</sup> Street North and Hillside Avenue intersection are: an abutting Popeyes Fried Chicken restaurant with a drive-thru, a small vacant appliance store, (north of 13<sup>th</sup> Street North) an auto repair garage, a small church, a small convenience store (without the gas service) and undeveloped land. All of these properties are zoned LC. Development and zoning located west of the site, across Hillside Avenue and south of 13<sup>th</sup> Street North, include: a small partially occupied (with a salon) retail strip, another partially occupied (with The Bachelor's Lounge) retail strip, a combination rug cleaner – pest exterminator – sewer cleaning business, a small vacant retail strip, two small vacant retail buildings and a Churchs Fried Chicken restaurant with a drive-thru. All of these properties are zoned LC. South of the retail – commercial, across 12th Street North, developments are: B zoned single-family residences, a church, the Maple Grove Cemetery and the Highland Cemetery. The LC zoned east abutting and adjacent properties (which have frontage on the residential street Holyoke Avenue) include: undeveloped properties and two single-family residences. There is also a small undeveloped B zoned property on the southwest corner of 13<sup>th</sup> Street North and Holyoke Avenue.

Across Holyoke Avenue is a small B, TF-3 Two-Family Residential (TF-3) and SF-5 Single-Family Residential (SF-5) zoned mostly single-family residential neighborhood; bound by 13<sup>th</sup> Street North on its north side, the Maple Grove Cemetery on its south side, and the B zoned World Impact/Urban Ministry complex on its east side. The largest developments along this section of North Hillside Avenue are the previously mentioned Maple Grove and Highland Cemeteries and Wesley Hospital on its south side and Wichita State University on its north side.

(2) **The suitability of the subject property for the uses to which it has been restricted:**

Approximately half of the properties requesting LC zoning have their rear halves already zoned LC, with their front halves (the portion abutting North Hillside Avenue) zoned B. This LC and B zoning combination would allow multi-family residential development as would the applicant's other B zoned subject properties, which would be an appropriate use for the subject properties.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:**

All of the adjacent and abutting properties are zoned LC or GC, with the exception of a small group (0.10-acres) of B zoned properties located on the southwest corner of 13<sup>th</sup> Street North and Holyoke Avenue. If approved all of this block, with the just noted exception, will be zoned LC or GC, which means a minimum amount of negative impact for the closest abutting and adjacent LC zoned properties. The requested covenant prohibiting access from the subject properties onto the local residential street, Holyoke Avenue, does not impact the existing LC zoned properties abutting Holyoke Street, which may already have access onto Holyoke Avenue. A replat of all of the applicant's properties would address access onto Holyoke Avenue.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:**

The '2013 Land Use Guide of the Comprehensive Plan' (Plan) identifies the site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including apartments, typically found in large urban municipality. The UZC identifies LC zoning as being not compatible with the urban residential category. The UZC identifies B zoning as generally compatible with the urban residential category.

The site is located within the block defined by 13<sup>th</sup> Street North on its north side, North Hillside Avenue on its west side, 12<sup>th</sup> Street North on its south side and Holyoke Avenue on its east side. The Plan identifies all of the northern half of this block as "local commercial." Those LC zoned properties located in the north-half of the block are compatible with the local commercial category. Most of the properties located in the south-half of this block are zoned LC, the exception being the applicant's B zoned properties and the undeveloped GC zoned properties abutting the south side of the applicant's properties. The zoning pattern for the south half of this block does not comply with the Plan, but the requested LC zoning matches up with the block's predominate LC zoning.

The Commercial Locational Guidelines of the Comprehensive Plan recommends that commercial sites and high density multi-family residential sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The site does have direct access onto North Hillside Avenue, a principle arterial. Although it does not have frontage on the local residential street Holyoke Avenue, it does abut either LC zoned undeveloped land or single-family residences that do have frontage on Holyoke Avenue. There is a possibility that future development on the site would include combining it with the LC zoned undeveloped land or single-family residences that do have frontage on Holyoke Avenue.

The site is located within the 'Central Northeast Area Plan' (Area Plan). Although this intersection is not specifically identified as a target for business development, the Area Plan's business priorities include; encouraging more neighborhood serving retail and personal services and retaining and attracting new businesses and jobs. If approved the requested LC zoning on the applicant's undeveloped properties together with abutting and adjacent undeveloped LC and GC zoned properties, provide an opportunity for new business in the area. However, this opportunity is only part of the current commercial development dynamic of this area, which includes vacant LC zoned vacant retail strips and free standing retail and other LC, GC and B zoned undeveloped properties. The impact of the ongoing 13<sup>th</sup> Street North construction improvements, which include the 13<sup>th</sup> Street North – Hillside Avenue intersection improvement, is another dynamic that may have contributed to the vacant retail buildings.

- (5) **Impact of the proposed development on community facilities:** The subject properties and most of the LC and GC zoned properties are not developed. Any commercial development on the undeveloped properties will bring more traffic onto this portion of North Hillside Avenue, a principle arterial, and possibly Holyoke Avenue, a local residential street. Commercial development on the undeveloped LC zoned properties will also increase storm water runoff. The ongoing improvements to 13<sup>th</sup> Street North and the 13<sup>th</sup> Street North and Hillside Avenue intersection should provide some relief in regards to traffic flow and drainage, but it does not address commercial traffic onto Holyoke Avenue.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

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

**J. JOHNSON** moved, **WARREN** seconded the motion, and it carried (10-0).



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INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Megan Buckmaster, Neighborhood Services Supervisor

**SUBJECT:** ZON2013-00022

**DATE:** October 16, 2013

On Monday, October 7th the District Advisory Board (DAB) for Council District 1 considered a request seeking a zone change from B Multi-Family Residential to LC Limited Commercial (LC) located on the east side of North Hillside Avenue, between 13<sup>th</sup> and 12<sup>th</sup> Streets North.

There were no concerns shared by Board members or residents.

**DAB members voted 9-0 to recommend approval of the zone change request.**

Please review this information when this request is considered.

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** CUP2013-00031 and ZON2013-00023 - Amendment to the Schofield Honda Commercial Community Unit Plan (CUP) DP-305 and zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial (LC) on property generally located on the north and south sides of East Orme Street, between South Drury Lane and South Gouverneur Road (6932 East Orme Street and all lots located on the south side of East Orme Street between south Drury Lane and South Gouverneur Road (District II)

**INITIATED BY:** Metropolitan Area Planning Department

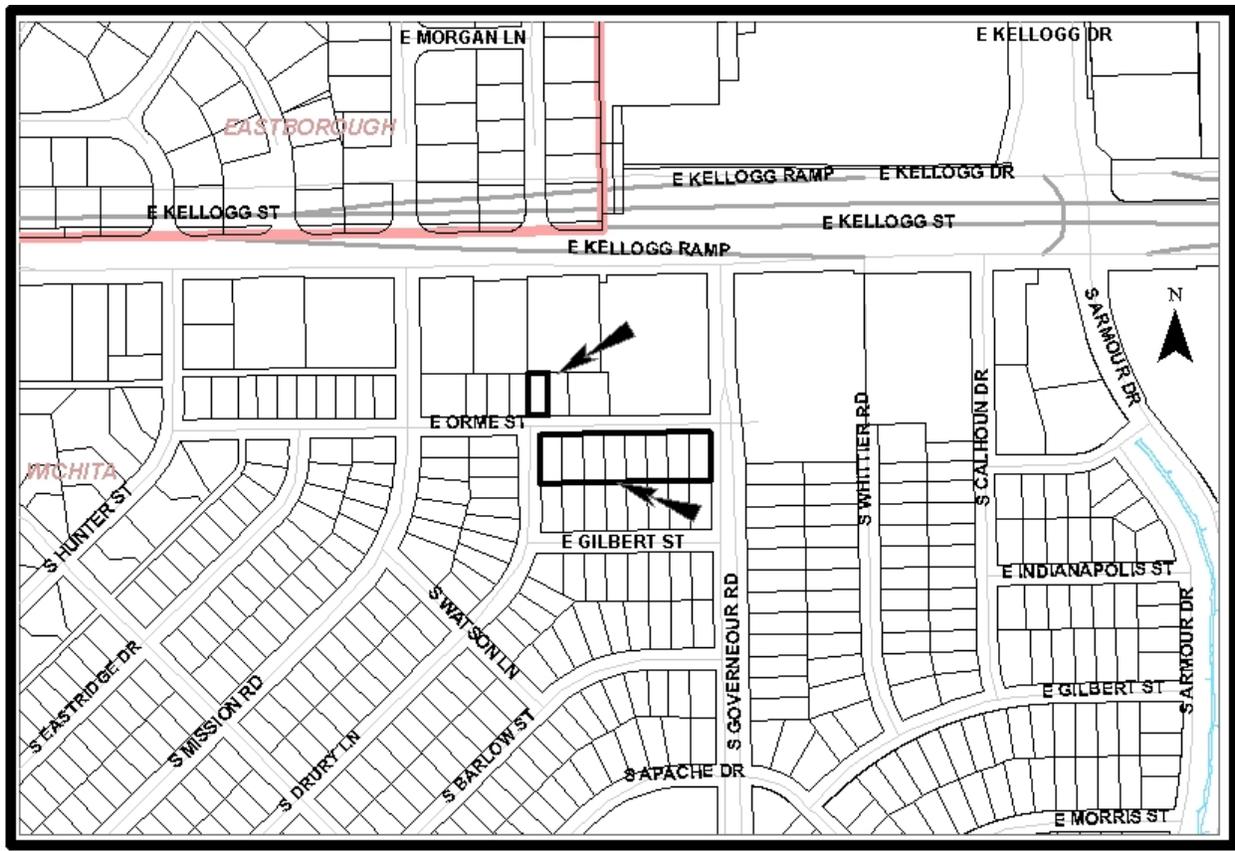
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval (9-0-1) subject to the development standards listed below.

**MAPD Staff Recommendation:** Planning staff recommends approval subject to the development standards listed below.

**DAB Recommendation:** The District Advisory Board recommends approval (4-0).



**Background:** The applicant is seeking LC Limited Commercial (LC) zoning and inclusion in the Schofield Honda Commercial Community Unit Plan (CUP) DP-305 of 2.2 acres of platted property located on both sides of East Orme Street, between South Drury Lane (extended) and South Gouverneur Road. Part of the application area (.21 acre and addressed as 6932 East Orme Street) is located north of East Orme Street, is zoned TF-3 Two-family Residential (TF-3), is the only portion of the block located north of East Orme Street, between South Mission Road and South Gouverneur Road, that is not owned by the applicant and has not been previously incorporated into the existing Schofield Honda Commercial CUP DP-305. The second part of the application area contains 1.99 platted acres that are zoned SF-5 Single-family Residential (SF-5), and is located south of East Orme Street, between South Drury Lane and South Gouverneur Road. All nine of the properties comprising the application area are developed with single-family residences built between 1952 and 1954, and have frontage onto East Orme Street. It is proposed by the applicant to vacate East Orme Street; however, the vacation of East Orme Street will require a separate action - either replatting the property or the completion of a street vacation. If East Orme Street is vacated, the applicant proposes to incorporate the vacated street right-of-way and the application area located south of East Orme Street into a wall-enclosed unified dealership, and to use the portion of the application area located south of East Orme Street for vehicle storage and employee parking. The portion of the application area located north of East Orme Street would be incorporated into the main dealership as well and enclosed by a wall. (If East Orme Street is vacated as proposed, the next intersection allowing a left-turn to go north-bound on South Gouverneur Drive is at South Apache Drive, located three blocks south of Orme Street.)

The proposal will increase the size of DP-305 from 6.98 acres to 9.19 acres (General Provision 1). Signage standards will be unchanged (General Provision 2). Thirty-five-foot building setbacks along the perimeter of the property will be applied to the application area and match existing setback requirements (General Provision 3). Complete access control between Mission Road and Drury Lane will be extended to apply to the application area located north of East Orme Street (General Provision 4). If East Orme Street is vacated as proposed, gates will be installed at the eastern and western ends of the vacated portions of East Orme Street; at the intersection of East Orme Street and North Drury Lane and South Gouverneur Drive. Off-street parking standards will remain per City Code (General Provision 5). A solid masonry wall will be installed along the perimeter of the application area, and said wall is to match the existing wall with respect to color and materials (General Provision 6A). General Provision 12 gives the applicant up to 12 months from the date of approval to defer the installation of the masonry wall with an opportunity for City Council to grant additional extensions. Landscaping standards, screening of trash receptacles, rooftop mechanical equipment and outdoor work areas will remain the same General Standards 6B-E). It is proposed that a drainage plan will be submitted at the time of development (General Provision 8). Parking lot lighting elements (fixtures, poles, lamps, etc.) are to be similar and are to use cutoff luminaries and the height of lighting poles located within 120 feet of residential zoning will have a maximum height of 15 feet (General Provision 9). The Unified Zoning Code limits maximum light pole height to 15 feet when located within 200 feet of residential zoning. Proposed General Provision 10 permits outdoor speakers and sound amplification systems and the use of elevated platforms to display vehicles in the north 270 feet of Parcel 1 not included in BZA 30-85, and is consistent with existing General Provision 10. Overhead doors are prohibited from facing residential zoning within the south 120 feet of the CUP.

Properties in the larger area are zoned LC, TF-3 or SF-5 and are primarily developed with commercial or residential uses. The county appraiser has valued the eight properties located south of East Orme Street between \$50,100-68,600. Traditionally, East Orme Street was generally viewed as the southern boundary for the expansion of commercial uses fronting East Kellogg Street. However, with the expansion of East Kellogg Street, properties located south of East Orme Street have come under increasing pressure to transition to more intense zoning and uses. The current request is a continuation of that trend.

**Analysis:** At the District Advisory Board (DAB) II meeting held on October 7, 2013, the DAB voted to approve the request (4-0) with the additional provision that a cutout is made in the median on South Gouverneur Road to allow left turns at the intersection of South Gouverneur Road and East Gilbert Street. One citizen was present to speak at the DAB II meeting. The citizen objected to the proposed vacation of the segment of East Orme Street located between South Drury Lane and South Gouverneur Road. The DAB

recommendation to add the requirement to cut the South Gouverneur Road median at East Gilbert Street was in response the citizen's concern. (It should be noted that the vacation of East Orme Street right-of-way can only be accomplished by a vacation action or by replat, not by a zone change or CUP amendment. Approval of the requested CUP amendment and zone change does not automatically authorize the vacation of East Orme Street, nor does it commit the City Council to the approval of such a vacation request or replat.)

On October 10, 2013, the Metropolitan Area Planning Commission ("MAPC") reviewed the application. The MAPC voted (9-0-1) to approve the application subject to re-platting within 1-year, and the following development standards:

- A. Approve the zone change (ZON2013-00023) to LC Limited Commercial.
- B. Approve the amendments to Community Unit Plan DP-305, subject to the development standards contained in submitted CUP DP-305, except for General Provision 14.
- C. Revise General Provision 14 to state: The ordinance establishing the zone change shall not be published until the replat has been recorded with the Register of Deeds.
- D. Complete access control shall be granted along the application area located south of existing East Orme Street; additional access controls and other traffic related controls or improvements shall be determined at the time of re-platting.
- E. The re-plat of the site may require modification to the submitted CUP DP-305. CUP DP-305 shall be considered to be adjusted without further review so long as four copies of a revised CUP that is consistent with the approved plat are submitted to planning staff within 60 days of the recording of the re-plat.
- F. The applicant shall submit four copies of the approved CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

There was not anyone present at the MAPC meeting other than the agent to speak on the item. The MAPC did not include the DAB requirement for the median cut in South Gouverneur Road.

There were not any protest petitions filed; the application may be approved by a simple majority vote.

**Financial Considerations:** Approval of the request will not create any atypical financial considerations to the City.

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the creation of the Scholfield Honda Commercial CUP DP-305 and the zone change to LC Limited Commercial, subject to re-platting within one year and the recommended conditions of approval (simple majority vote); withhold publication of the ordinance until the re-plat is recorded and authorize the Mayor to sign the ordinance.

**Attachments:** CUP drawing, MAPC minutes, DAB minutes and ordinance.

ORDINANCE NO. 49-613

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
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**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

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Carl Brewer - Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

# SCHOLFIELD HONDA COMMERCIAL COMMUNITY UNIT PLAN - DP-305

## GENERAL PROVISIONS:

- This development contains a net area of 8.19 acres, more or less.
- Signs shall be permitted in accordance with the City of Wichita Sign Code, except that no illuminated, portable signs or off-site signs shall be permitted. Building wall signs shall be prohibited on the south facade of all buildings facing the south 100 feet of Governor Road, the south 120 feet of Mission Road and Orme Street. Freestanding signs shall be prohibited within the south 100 feet of Governor Road, within the south 120 feet of Mission Road and along Orme Street, except for directional signs denoting parking spaces within the property. Signs shall be spaced a minimum of 150 feet apart, except the spacing between two signs on Kellogg that may be reduced to 120 feet as previously permitted by BZ42005-03.
- Building setback lines are as shown on the C.U.P. plan.
- Access control shall be as shown on the plan. Deduction of access control shall be granted by separate instrument or by replanting the property. Access drives spaced less than 50 feet apart along Kellogg Drive shall be consolidated into a single access point.
- Off-street parking shall be provided in accordance with the Unified Zoning Code.
- Screening and Landscaping:
  - A solid masonry wall 6 to 8 feet high shall be provided along the southern perimeter of the parcel as indicated on the plan. The required screening wall shall be of the same material and style as the existing wall along Orme.
  - Street trees shall be planted in accordance with the City of Wichita Landscape Ordinance, except that the number of required trees shall be calculated at 1 tree per 20 linear feet of frontage and planted between the curb and the required screening wall to the street setback as to match the city's existing landscaping along Orme. If granted, the owner of the private property shall execute an agreement with the City that the owner is solely responsible for maintaining the landscape plantings in the right-of-way and shall be required to replace or repair any trees or shrubbery that are damaged or destroyed within 90 days of said loss of the plant materials. In lieu of planting within the street right-of-way, the owner may plant a buffer of one evergreen tree per 20 feet within the southern 25 feet of the property line along Orme and the south 70 feet of the property line along Mission Road.
  - Trash receptacles, rooftop mechanical equipment, loading docks, outdoor storage, and loading areas shall be appropriately screened to reasonably hide them from ground view per Section 8-14 "C" Limited Commercial District and Section 11-8 of the U.Z.C.
  - A landscape plan prepared by a Landscape Architect for the required plantings including the type, location and maintenance of plant materials shall be submitted to the Planning Department for review and approval prior to the issuance of building permits. A financial guarantee for the required plantings shall be required prior to the issuance of any occupancy permit if said plantings have not been installed.
  - Failure to properly maintain the required screening or landscaping shall be considered a violation of the C.U.P. after a final determination by the Director of Planning and the Superintendent of Central Inspection.
- The lane(s) shall be provided in accordance with the fire code of the City of Wichita. No parking shall be allowed in said lane(s) although they may be used for passenger loading and unloading. Prior to final approval of the parking plan the Fire Chief or his designated representative, shall approve the plan as to location and design of the lane(s).
- A drainage plan and guarantee for drainage improvements shall be provided at the time of site development.
- All portions of the C.U.P. shall show either or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.) and shall empty cutoff luminaires to minimize light trespass and glare. No street lighting or luminaires shall be permitted. Lighting within the south 120 feet of the C.U.P. shall have a maximum height of 15 feet.
- Parcel 1 shall be subject to U.Z.C. Section 8-D.2.a, except outdoor speakers and sound amplification systems and the use of directed luminaires to display vehicles shall be permitted within the north 270 feet of the portion of Parcel 1 not included in BZA 30-05.
- Overhead doors facing residential zoning are prohibited for all buildings within the south 120 feet of the C.U.P.
- Portions of the C.U.P. are subject to the existing conditions of approval of the following cases: BZA 43P-05 & PD 22M and those approved shall be deemed to remain in effect. Upon approval of the C.U.P., CUG2004-28 and BZ42005-53 shall be deemed superseded by the C.U.P. requirements.
- Sidewalks shall be retained where adjacent to the perimeter of the C.U.P., and shall be replaced along Orme as necessary.
- The entrance establishing the zone change shall not be published until the platting or dedication of access control has been recorded with the Register of Deeds.
- Prior to publishing the entrance establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating the tract (referenced as DP-305) includes special conditions for development on this property.
- Amendments, adjustments or interpretations to this C.U.P. shall be done in accordance with the Unified Zoning Code.
- The transfer of title of all or any portion of land included within the Community Unit Plan (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
- The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
- The applicant may have up to 12 months from the date of approval to enter the necessary plat recording, and at the end of the 12 month period the applicant may apply to have the condition renewed by the City Council.

## PARCEL 1

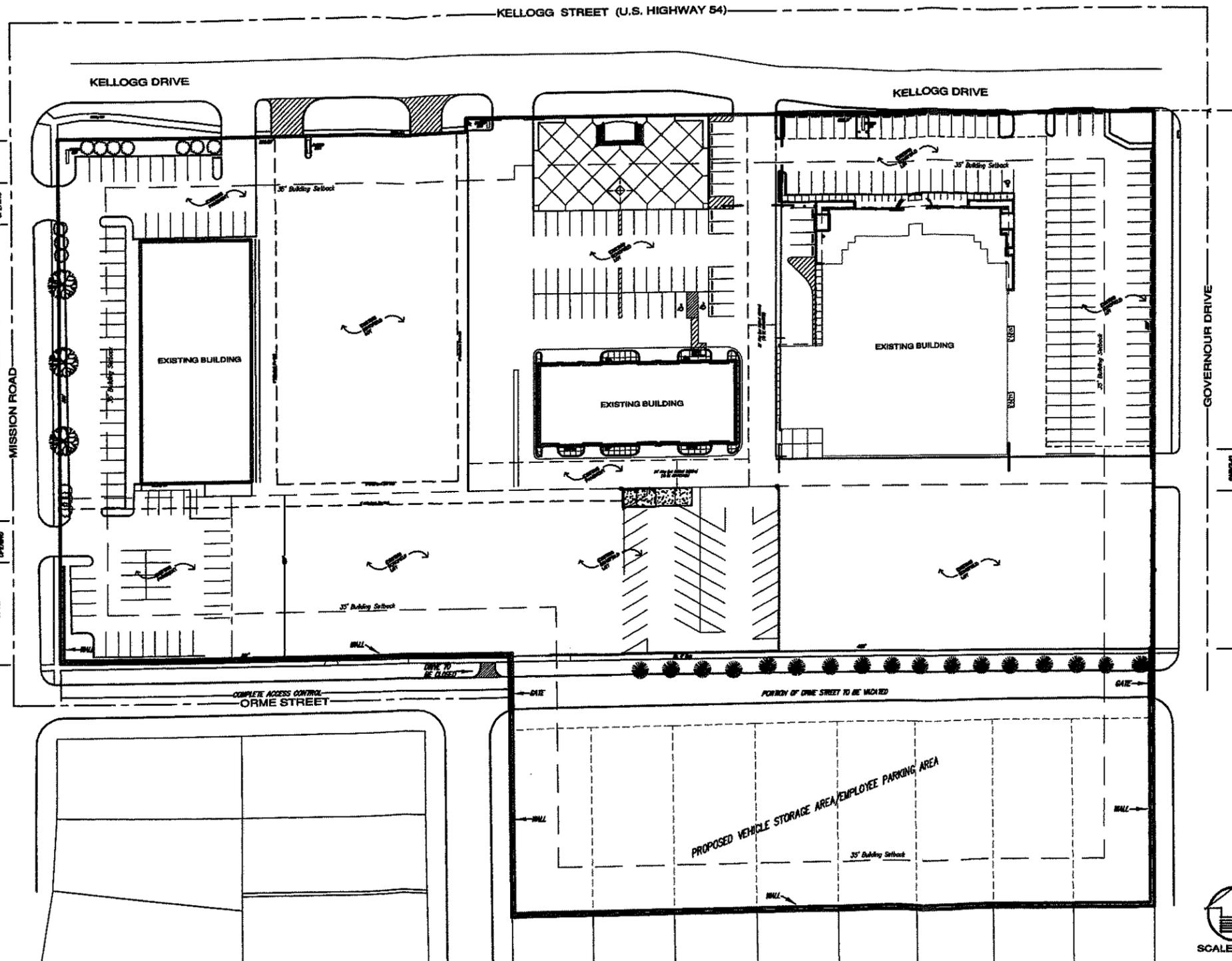
- Net Area: 400,107 sq. ft. or 8.19 acres ±
- Maximum Building Coverage: 120,030 sq. ft. or 30 percent
- Maximum Gross Floor Area: 140,035 sq. ft.
- Floor Area Ratio: 35 percent
- Maximum Number of Buildings: Five (5)
- Maximum Building height to conform to Chapter 20.08 Code of the City of Wichita, but shall be not greater than 35 feet.
- Setbacks: See Drawing
- Access Points: See Drawing
- Exempted Uses: New and used auto sales, leasing, service and all other associated uses, including parking areas for storage of vehicles for lease or sale, vehicle washing, customer service and employee parking.

## LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, East Mission 2nd Addition to Wichita, Sedgewick County, Kansas; TOGETHER WITH Lot 1, Block 4, Michigan Addition to Wichita, Sedgewick County, Kansas; TOGETHER WITH Lot 1, and the alley south and adjacent to said Lot 1, Ripstra Addition to Wichita, Kansas; TOGETHER WITH The east 20 feet of the west alley as platted in Brickell Addition to Wichita, Kansas; TOGETHER WITH Lot 1, Schollier-Notchett 3rd Addition, Wichita, Sedgewick County, Kansas; TOGETHER WITH The east 30 feet of Lot 2, Lot 3, Lot 4, Lot 5, and the west 8 feet of Lot 6, Block 10, Eastbridge Addition, Wichita, Kansas; TOGETHER WITH Lots 1 through 6, Block 1, Eastbridge 5th Addition to Wichita, Kansas.

## REVISIONS

Submitted: May 14, 2007  
 Revised: June 14, 2007  
 Revised per SAJPC: June 21, 2007  
 Revised per City Council: August 7, 2007  
 Revised: August 30, 2013



SCALE: 1" = 40'

## DP-305

SCHOLFIELD HONDA  
COMMERCIAL  
COMMUNITY UNIT PLAN

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

**EXCERPT MINUTES OF THE OCTOBER 10, 2013 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2013-00023 and CUP2013-00031** - RJ Realty, LLC (Roger Scholfield) / Baughman Company, P.A. (Russ Ewy) request a City request for LC Limited Commercial zoning on TF-3 Two-Family and SF-5 Single-Family Residential zoned property and request for a minor amendment to DP-305 to allow expansion of a car dealership on property described as:

The East 23 feet of lot 4 and the West 33 feet of lot 5, Block 10, Eastridge Addition to Wichita, Sedgwick County, Kansas together with Lots 1 through 8, Block 1, Eastridge 5th Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is seeking LC Limited Commercial (LC) zoning and inclusion in the Schofield Honda Commercial Community Unit Plan (CUP) DP-305 of 2.2 acres of platted property located on both sides of East Orme Street, between South Drury Lane (extended) and South Gouverneur Road. Part of the application area (.21 acre and addressed as 6932 East Orme Street) is located north of East Orme Street, is zoned TF-3 Two-family Residential (TF-3), is the only portion of the block located north of East Orme Street, between South Mission Road and South Gouverneur Road that is not owned by the applicant and has not been previously incorporated into the existing Schofield Honda Commercial CUP DP-305. The second part of the application area contains 1.99 platted acres that are zoned SF-5 Single-family Residential (SF-5), and is located south of East Orme Street, between South Drury Lane and South Gouverneur Road. All nine of the properties comprising the application area are developed with single-family residences built between 1952 and 1954, and have frontage onto East Orme Street. It is proposed by the applicant to vacate East Orme Street; however, the vacation of East Orme Street will require a separate action - either the replatting the property or the completion of a street vacation. If East Orme Street is vacated, the applicant proposes to incorporate the vacated street right-of-way and the application area located south of East Orme Street into a wall-enclosed unified dealership, and to use the portion of the application area located south of East Orme Street for vehicle storage and employee parking. The portion of the application area located north of East Orme Street would be incorporated into the main dealership as well and enclosed by a wall. (If East Orme Street is vacated as proposed, the next intersection allowing a left-turn to go north-bound on South Governour Drive is at South Apache Drive, located three blocks south of Orme Street.)

The proposal will increase the size of DP-305 from 6.98 acres to 9.19 acres (General Provision 1). Signage standards will be unchanged (General Provision 2). Thirty-five-foot building setbacks along the perimeter of the property will be applied to the application area and match existing setback requirements (General Provision 3). Complete access control between Mission Road and Drury Lane will be extended to apply to the application area located north of East Orme Street (General Provision 4). If East Orme Street is vacated as proposed, gates will be installed at the eastern and western ends of the vacated portions of East Orme Street; at the intersection of East Orme Street and North Drury Lane and South Governour Drive. Off-street parking standards will remain per City Code (General Provision 5). A solid masonry wall will be installed along the perimeter of the application area, and said wall is to match the existing

wall with respect to color and materials (General Provision 6A). General Provision 12 give the applicant up to 12 months from the date of approval to defer the installation of the masonry wall with an opportunity for City Council to grant additional extensions. Landscaping standards, screening of trash receptacles, rooftop mechanical equipment and outdoor work areas will remain the same General Standards 6B-E). It is proposed that a drainage plan will be submitted at the time of development (General Provision 8). Parking lot lighting elements (fixtures, poles, lamps, etc.) are to be similar and are to use cutoff luminaries and the height of lighting poles located within 120 feet of residential zoning will have a maximum height of 15 feet (General Provision 9). The Unified Zoning Code limits maximum light pole height to 15 feet when located within 200 feet of residential zoning. Proposed General Provision 10 permits outdoor speakers and sound amplification systems and the use of elevated platforms to display vehicles in the north 270 feet of Parcel 1 not included in BZA 30-85, and is consistent with existing General Provision 10. Overhead doors are prohibited from facing residential zoning within the south 120 feet of the CUP.

Properties in the larger area are zoned LC, TF-3 or SF-5 and are primarily developed with commercial or residential uses. The county appraiser has valued the eight properties located south of East Orme Street between \$50,100-68,600. Traditionally, East Orme Street was generally viewed as the southern boundary for the expansion of commercial uses fronting East Kellogg Street. However, with the expansion of East Kellogg Street, properties located south of East Orme Street have come under increasing pressure to transition to more intense zoning and uses. The current request is a continuation of that trend.

**CASE HISTORY:** The following plats are associated with the property: Scholfield-Hatchett 3<sup>rd</sup> Addition, recorded March 18, 1993; Ripstra Addition, recorded June 14, 1956; McHugh Addition, recorded April 26, 1967; East Mission 2<sup>nd</sup> Addition, recorded September 21, 1994; Eastridge Addition, recorded December 3, 1949 and Eastridge 5<sup>th</sup> Addition, recorded in 1951. Zoning cases associated with the property include: Z-0854, A Single-family Residential to LC (McHugh Addition); Z-2667 and Z-3046, A to LC (southern 1/3 of the Scholfield-Hatchett 3<sup>rd</sup> Addition); Z-3129, A to LC and BB (Office) and ZON2007-00025, GO General Office (formerly B zoning) and TF-3 to LC and the creation of DP-305. BZA30-85 included a condition for use of the property as a car lot and is to be incorporated into the CUP provisions. Protective Overlay (PO) #124 associated with ZON 2003-09 rezoned a lot on Orme Street from TF-3 to LC with PO provisions, which also is to be incorporated in to the CUP provisions. BZA2006-53 reduced spacing for a freestanding sign on Kellogg Drive from 150 to 120 feet.

**ADJACENT ZONING AND LAND USE:**

North: LC; automobile dealership

South: SF-5; single-family residences

East: LC and SF-5; automobile dealership, single-family residences

West: LC and SF-5; automobile dealership, single-family residences

**PUBLIC SERVICES:** At this location East Orme Street has 60 feet of street right-of-way and provides a direct connection between South Governour Drive and South Hunter Street, located two blocks west of South Mission Road. South Governour Drive connects at the East Kellogg

Drive frontage road and heads south as a standard local street. At East Orme Street, South Governour Drive has approximately 90 feet of right-of-way becomes a median divided road with limited left-turn north-bound opportunities and approximately 98 feet of right-of-way. Near the application area, West-bound East Kellogg Street carries in excess of 54,000 average daily vehicle trips. East-bound Kellogg Drive carries approximately 13,000 average daily trips. Other normally supplied utilities and public services are already serve the site or can be extended.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map did not anticipate the expansion of regional commercial uses south of East Orme Street. The 2030 Wichita Functional Land Use Guide map depicts “regional commercial” as being appropriate for property located north of East Orme Street. Land located south of East Orme Street is shown on the land use map previously referenced as appropriate for “urban residential” uses. The land use “vehicle and equipment sales” is considered to be a regional commercial use. The Comprehensive Plan’s commercial objective III.B encourages existing commercial areas to: develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses. The tract has reasonably good access to East Kellogg Drive, either through the Scholfield dealership or via South Governour Road. Additionally, the proposed access controls, the proposed screening wall and the other proposed development standards minimize traffic conflict with the neighborhood and other potential impacts, such as noise and light pollution. Finally, the MAPC has an unofficial policy of supporting the expansion of existing businesses.

**RECOMMENDATION:** Based upon the information available prior to the public hearing, staff recommends the request be approved subject to replatting the property within one year and subject to the following conditions:

- A. Approve the zone change (ZON2013-00023) to LC Limited Commercial.
- B. Approve the amendments to Community Unit Plan DP-305, subject to the development standards contained in submitted CUP DP-305, except for General Provision 14.
- C. Revise General Provision 14 to state: The ordinance establishing the zone change shall not be published until thereplat has been recorded with the Register of Deeds.
- D. Complete access control shall be granted along the application area located south of existing East Orme Street; additional access controls and other traffic related controls or improvements shall be determined at the time of replatting.
- E. The replat of the site may require modification to the submitted CUP DP-305. CUP DP-305 shall be considered to be adjusted without further review so long as four copies of a revised CUP that is consistent with the approved plat are submitted to planning staff within 60 days of the recording of the plat.
- F. The applicant shall submit four copies of the approved CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The properties located along East Orme Street are located along an area of zoning and land use transition. East Kellogg

Street / U. S. Highway 400 has significant frontage zoned LC and developed with medium-intense commercial uses such as: auto sales, hotels/motels, restaurants, offices or other commercial and retail uses. The expansion of East Kellogg has caused increased pressure for East Kellogg businesses who wish to expand to buy up abutting and adjacent residentially zoned and developed land. In this instance, the land surrounding the application area is zoned LC, SF-5 or TF-3 and is developed with a range of commercial, office and residential uses.

2. The suitability of the subject property for the uses to which it has been restricted: Clearly, the home, and its SF-5 zoning, located north of East Orme Street that is surrounded on three sides by an LC zoned auto dealership has become unsuitable as currently developed and zoned. The SF-5 zoning district does not permit any commercial uses other than those classified as a home occupation. The eight lots located south of East Orme Street could continue to be used as currently zoned, SF-5, and would retain economic value as older single-family residences.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request will introduce LC zoning south of East Orme Street west of South Governour Drive, and could invite additional interest to rezone and convert existing moderately valued single-family residences, which could compromise neighborhood stability. However, if commercial uses are going to expand the options are limited and moving south is most likely the most cost effective opportunity.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial would presumably represent an economic loss to the property owners proposing to sell their properties to the auto dealership. Approval would allow an existing auto dealership to improve its dealership and presumably enhance the car buying experience at this location.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map did not anticipate the expansion of regional commercial uses south of East Orme Street. The 2030 Wichita Functional Land Use Guide map depicts “regional commercial” as being appropriate for property located north of East Orme Street. Land located south of East Orme Street is shown on the land use map previously referenced as appropriate for “urban residential” uses. The land use “vehicle and equipment sales” is considered to be a regional commercial use. The Comprehensive Plan’s commercial objective III.B encourages existing commercial areas to: develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses. The tract has reasonably good access to East Kellogg Drive, either through the Scholfield dealership or via South Governour Road. Additionally, the proposed access controls, the proposed screening wall and the other proposed development standards minimize traffic conflict with the neighborhood and other potential impacts, such as noise and light pollution. Finally, the MAPC has an unofficial policy of supporting the expansion of existing businesses.

6. Impact of the proposed development on community facilities: The proposed vacation of East Orme Street and other transportation, utility or stormwater needs will be addressed at the time of replatting.

**DALE MILLER**, Planning Staff presented the Staff Report.

**MILLER** indicated that although DAB II did not have a quorum, four members were present, they voted to approve the request and recommended that if Orme Street is vacated the applicant will pay for a new median cut at Gilbert Street to allow a left hand turn north onto Gouverneur Road. He explained that there is a median along Gouverneur Road and if Orme Street is vacated, the nearest median cut is three blocks south at Apache Drive.

**MILLER** indicated that he did receive one phone call from someone who lives on Mission Street who said they are not interested in seeing Orme vacated. He indicated they may be present to speak at the meeting.

**MILLER STEVENS** clarified that the lots being discussed were currently not owned by the applicant.

**MILLER** said the applicant either owns the lots or is in the process of purchasing them.

**WARREN** asked if the DAB recommendation was now part of the staff recommendation.

**MILLER** said no, staff was going to leave vacation of Orme out of the recommendation. He said the vacation issue will be addressed during replatting.

**RUSS EWY, BAUGHMAN COMPANY, P.A., AGENT FOR APPLICANT** clarified that the eight lots south of Orme Street are under contract pending approval of the zoning change. He said they have discussed vacation of Orme Street and a curb cut at Apache Drive with the City Traffic Engineer. He said that will be discussed further during the replatting process. He said the CUP submitted has a general provision that certain off-site traffic improvements may be necessary due to closure of Orme Street.

**DENNIS** clarified that the applicant will pay for the new curb cut.

**EWY** replied yes, the applicant would be expected to pay for that if Orme Street is vacated.

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

**B. JOHNSON** moved, **MITCHELL** seconded the motion, and it carried (9-0-1).  
**J. JOHNSON** – Abstained.

10-10-13 MAPC

HANDOUT

ITEM #  
6



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Janet Johnson, Neighborhood Assistant  
**SUBJECT:** CUP2013-00031 and ZON2013-00023: LC Limited Commercial and Amendment to Community Unit Plan DP-305 to permit the expansion of a vehicle sales lot.  
**DATE:** Oct. 8, 2013

On Monday, Oct. 7, 2013 the District II Advisory Board considered a request for a: LC Limited Commercial and Amendment to Community Unit Plan DP-305 to permit the expansion of a vehicle sales lot.

One citizen was present who objected to the change due to the closing of Orme. He said he felt the notification letters sent out by the City were misleading and didn't contain all of the necessary information. He felt more residents would have objected if they understood that Orme would be closed. After discussion by the DAB members, the citizen said he would be okay with it, as long as Gilbert Street was made accessible from Gouverneur Road.

**The DAB II members voted 4-0 to recommend approval of the amendment with the provision that a cutout in the median be constructed at Gilbert and Gouverneur prior to Orme being closed.**

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

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2013-00023**

A zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LI”) with the provisions of Community Unit Plan DP-305 on property described as:

The East 23 feet of Lot 4 and the West 33 feet of Lot 5, Block 10, Eastridge Addition to Wichita, Sedgwick County, Kansas, together with Lots 1 through 8, Block 1, Eastridge 5<sup>th</sup> Addition to Wichita, Sedgwick County, Kansas; generally located on both sides of East Orme Street between South Drury Lane (extended) and South Gouverneur Road.

**SUBJECT TO A REPLAT WITHIN ONE YEAR OF APPROVAL BY THE GOVERNING BODY AND THE PROVISIONS OF COMMUNITY UNIT PLAN DP-305**

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the “Official Zoning Map” previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED AT WICHITA, KANSAS,** \_\_\_\_\_

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

**ATTEST:**

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

Approved as to form:

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

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** SUB2012-00027 -- Plat of The Ranch Addition located on the southwest corner of 21<sup>st</sup> Street North and 159<sup>th</sup> Street East (District II)

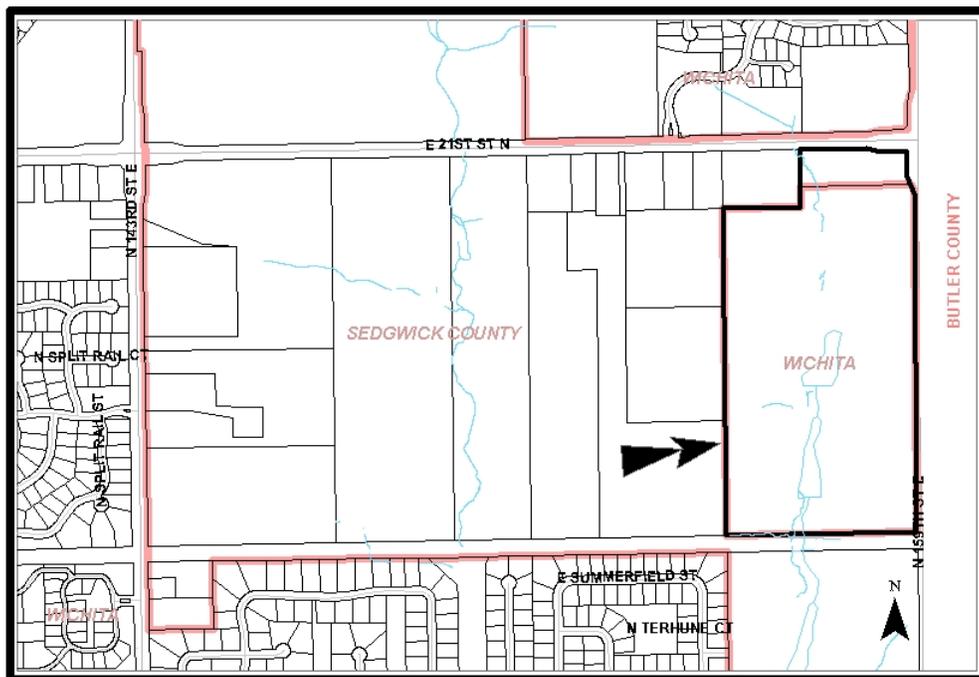
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (9-0)



**Background:** The site, consisting of 33 lots on 71.38 acres is zoned SF-5 Single-family Residential, with the exception of the corner lot at 21<sup>st</sup> Street North and 159<sup>th</sup> Street East, which is zoned SF-20 Single-family Residential. The corner lot is currently located in the County and since annexation is a condition for approval of this plat, the corresponding annexation case is on the same agenda. After annexation, this corner lot will be zoned SF-5 Single-family Residential.

**Analysis:** The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water and drainage improvements. The applicant has submitted a Restrictive Covenant to assure that the private streets will be constructed to a public street standard. The applicant has submitted two Restrictive Covenants to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Cross-lot Drainage Agreement as required by Stormwater Management.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenants, Cross-lot Drainage Agreement and Resolutions as to form and the documents will be recorded with the Register of Deeds.

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

**Attachments:** Certificate of Petitions.  
Restrictive Covenants.  
Cross-lot Drainage Agreement.  
Resolutions.

COPY

**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )  SS:

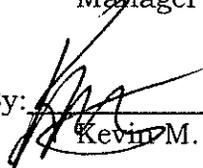
We, RBR Land, LLC, a Kansas limited liability company, and RANCH 21, LLC, a Kansas limited liability company, owners of THE RANCH, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

- 1. Sanitary Sewer Improvements
- 2. Water Improvements
- 3. Storm Water Drain Improvements

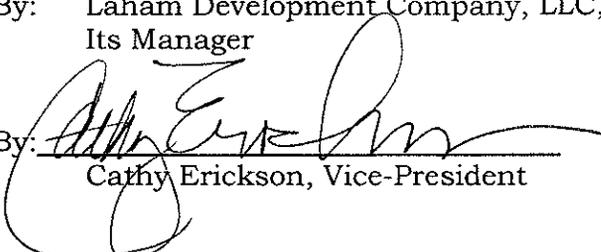
As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within The Ranch, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 22<sup>nd</sup> day of October, 2013.

RBR Land, LLC  
 By: Ritchie Associates, Inc.,  
 Manager

By:  \_\_\_\_\_  
 Kevin M. Mullen, President

Ranch 21, LLC  
 By: Laham Development Company, LLC,  
 Its Manager

By:  \_\_\_\_\_  
 Cathy Erickson, Vice-President

↓

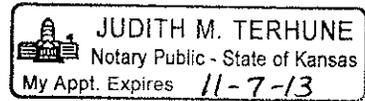
STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas Corporation, Manager of RBR Land, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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

Judith M. Terhune  
Notary Public

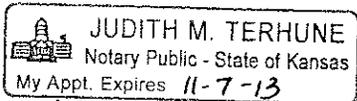
(My Appointment Expires: 11-7-13)



STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cathy Erickson, Vice-President of Laham Development Company, LLC, a Kansas limited liability company, Manager of Ranch 21, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

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

COPY

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 22<sup>nd</sup> day of October, 2013, by RBR Land, LLC, a Kansas limited liability company, and RANCH 21, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**THE RANCH**

Lots 1 through 33, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", "F", "G", and "H", The Ranch, and Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, landscaping, private streets, berms, drainage purposes, sidewalks, entry monuments, and utilities.

Reserve "B" is hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, utility main lines as confined to easements, utility service lines, and one access corridor over and across the north 547.91 feet of said Reserve "B" for access purposes to or from 159<sup>th</sup> Street East for the exclusive benefit of Lot 30, Block A.

Reserve "C" is hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, utility main lines as confined to easements, utility service lines, and one access corridor over and across the south 404.41 feet of said Reserve "C" for access purposes to or from 159<sup>th</sup> Street East for the exclusive benefit of Lot 33, Block A.

x

Reserve "D" is hereby reserved for open space, landscaping, sidewalks, berms, drainage purposes, utility main lines as confined to easements, utility service lines, and one access corridor over and across said Reserve "D" for access purposes to or from Reserve "H" for the exclusive benefit of Lot 31, Block A.

Reserve "E" is hereby reserved for open space, sidewalks, landscaping, berms, drainage purposes, utility main lines as confined to easements, utility service lines, and one access corridor over and across said Reserve "E" for access purposes to or from Reserve "H" for the exclusive benefit of Lot 32, Block A.

The location and routing of all utility service lines crossing said Reserves "B", "C", "D", and "E" shall be approved by the homeowners association for the addition, their successors and/or assigns.

Reserves "F" and "G" are hereby reserved for open space, landscaping, berms, sidewalks, gazebos, lakes, drainage purposes, and utilities as confined to easements.

Reserve "H" is hereby reserved for open space, entry gates, and related appurtenances, landscaping, berms, drainage purposes, sidewalks, utilities, and private streets.

Reserves "A", "B", "C", "D", "E", "F", "G", and "H" shall be owned and maintained by the homeowners association for the addition provided, however, that the undersigned, or the homeowners association, as the undersigned's successor in interest, may, in their discretion, deed a parcel of a Reserve to an owner or owners of an adjacent lot, subject to the obligation to maintain such deeded parcel of a Reserve in compliance with the provisions hereof and in compliance with the maintenance covenants of any applicable restrictive covenants and/or regulations.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", "F", "G", and "H", as designated on the plat of The Ranch, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", "F", "G", and "H", The Ranch under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.  
and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in The Ranch, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

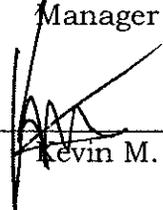
This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in THE RANCH, an Addition to Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

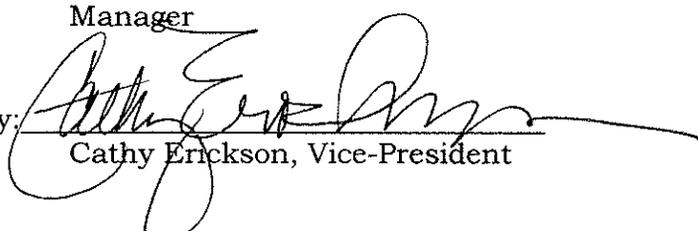
RBR Land, LLC

By: Ritchie Associates, Inc.,  
Manager

By:   
Kevin M. Mullen, President

Ranch 21, LLC

By: Laham Development Company, LLC,  
Manager

By:   
Cathy Erickson, Vice-President

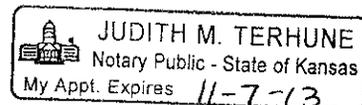
STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas Corporation, Manager of RBR Land, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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

  
Notary Public

(My Appointment Expires: 11-7-13 )



3

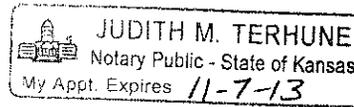
STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )        SS:

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cathy Erickson as Vice-President of Laham Development Company, LLC, a Kansas limited liability company, Manager of Ranch 21, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-13 )



Approved as to form:

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

COPY

**RESTRICTIVE COVENANT**

This covenant, executed this 21<sup>st</sup> day of October, 2013.

WITNESSETH:

WHEREAS, the undersigned is platting certain real property to be known as The Ranch, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, the undersigned is the current owner of the following described portion of The Ranch, an Addition to Wichita, Sedgwick County, Kansas:

**THE RANCH**

Lots 1 through 28, Block A,  
Lots 31 and 32, Block A  
(hereafter "Subject Lots")

and

WHEREAS, the undersigned desires to construct private streets, to be platted as Rockhill St. and Rockhill Ct. designated as Reserve "H" on the plat, to provide access to Subject Lots; and

WHEREAS, the City of Wichita desires that no building permits be issued on Subject Lots until such time that subject private streets are constructed or an acceptable guaranty has been submitted, accepted and approved by the City of Wichita for said paving.

NOW THEREFORE, The undersigned owner of Subject Lots does hereby subject said Lots to the following covenants and restrictions:

No building permits shall be issued for any permanent structures on Subject Lots until such time that the owner of said Subject Lots provides acceptable certification to the City of Wichita that Rockhill St. and Rockhill Ct. have been constructed to meet the requirement of the City Engineer's Office; or an acceptable guaranty has been submitted, accepted and approved by the City of Wichita to provide

lx

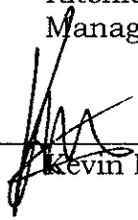
for the paving of subject streets if the owner of said Subject Lots fails to construct the streets privately.

This covenant runs with the land and is binding on the future owners and assigns.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

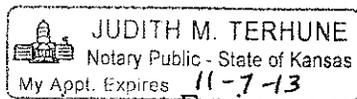
RBR Land, LLC  
By: Ritchie Associates, Inc.,  
Manager

By:   
Kevin M. Mullen, President

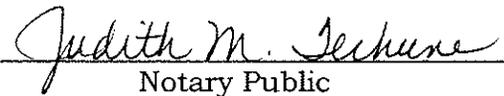
STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas Corporation, Manager of RBR Land, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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



(My Appointment Expires: 11-7-13)

  
Notary Public

Approved as to form:

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

2

COPY

**RESTRICTIVE COVENANT**

THIS DECLARATION is made this 21<sup>st</sup> day of October, 2013, by RBR Land, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**THE RANCH**  
Lot 33, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Drainage Reserve "33", The Ranch, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Drainage Reserve "33" is reserved for open space, landscaping, and drainage purposes.
2. Drainage Reserve "33" shall be owned and maintained by the owner of Lot 33, Block A.
3. That the owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

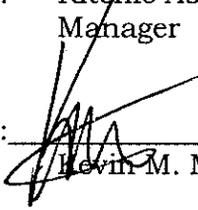
B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 33, Block A, The Ranch, an Addition to Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lot 33, Block A, The Ranch, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

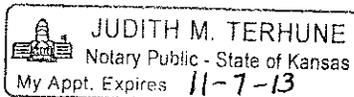
RBR Land, LLC  
By: Ritchie Associates, Inc.,  
Manager

By:   
Kevin M. Mullen, President

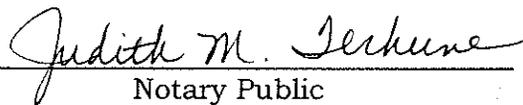
STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas Corporation, Manager of RBR Land, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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



(My Appointment Expires: 11-7-13)

  
Notary Public

2

Approved as to form:

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Gary E. Rebenstorf, Director of Law

COPY

**CROSS LOT DRAINAGE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 21<sup>st</sup> day of October, 2013, RBR Land, LLC, a Kansas limited liability company, herein referred to as the GRANTOR, is the owner of the following described properties, to-wit:

Lots 4 through 20, Block A,  
**THE RANCH**,  
an Addition to Wichita,  
Sedgwick County, Kansas

which said lots are contiguous to and lying directly adjacent to each other, and

WHEREAS, said Lots are proposed to drain over, across, and through each other, by means of proposed drainage swales and a private storm sewer system to be installed by GRANTOR, and

WHEREAS, the City Stormwater Engineer has required this Cross Lot Drainage Agreement as a condition for approval of the plat of The Ranch, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, in consideration of the premises:

1. GRANTOR hereby subjects the above-described real property to the following agreement:

That subject lots may continue to drain over, across and through each other by means of the proposed drainage swales and a private storm sewer system to be installed by the GRANTOR, in accordance with a final drainage plan filed with the City of Wichita.

2. Lot Owners shall not make any adjustments to said drainage system without the written approval of the GRANTOR or the future Homeowners Association of The Ranch.

1x

The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the Grantors and all subsequent owners and occupiers of the above-described Parcels.

EXECUTED the day and year first above written.

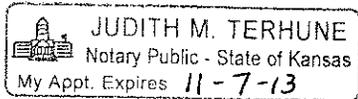
RBR Land, LLC  
By: Ritchie Associates, Inc.,  
Manager

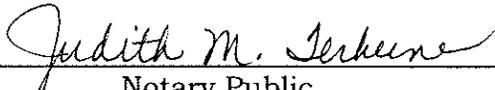
By:  \_\_\_\_\_  
Kevin M. Mullen, President

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas Corporation, Manager of RBR Land, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

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



  
\_\_\_\_\_  
Notary Public

(My Appointment Expires: 11-7-13 )

Approved as to form:

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

✘

132019

First Published in the Wichita Eagle on

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 437, FOUR MILE CREEK SEWER (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST) 468-84919** 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 437, FOUR MILE CREEK SEWER (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST) 468-84919** 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 437, Four Mile Creek Sewer (south of 21st St. North, west of 159th St. East) 468-84919**.

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 **Two Hundred Fifty-One Thousand Dollars (\$251,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 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 a portion of the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Fifty-Five Thousand Three Dollars (\$55,003).

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:

**THE RANCH**

Lots 1 through 11, Block A  
Lots 31 through 33, Block A

**STONEBRIDGE 2ND ADDITION**

Lots 17 through 23, Block B

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcel of substantially comparable size and/or value: Lots 1 through 11, Block A, THE RANCH shall each pay 5/96 of the total cost of the improvements; Lots 31 through 33, Block A, THE RANCH shall each pay 9/96 of the total cost of the improvements; and Lots 17 through 23, Block B, STONEBRIDGE 2ND ADDITION, shall each pay 2/96 of the total cost of the improvements.

That the method of assessment of all costs of the sanitary sewer benefit fee for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 11, Block A, THE RANCH shall each pay 5/82 of the total cost of the improvements; and Lots 31 through 33, Block A, THE RANCH shall each pay 9/82 of the total cost of the improvements.

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

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

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

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

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 438, FOUR MILE CREEK SEWER (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST) 468-84920** 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 438, FOUR MILE CREEK SEWER (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST) 468-84920** 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 438, Four Mile Creek Sewer (south of 21st St. North, west of 159th St. East) 468-84920**.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Sixty-One Thousand Dollars (\$161,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 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 a portion of the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Fifty-Two Thousand Nine Hundred Nine Dollars (\$52,909).

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:

**THE RANCH**  
Lots 12 through 30, Block A

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 parcel of substantially comparable size and/or value: Lots 12 through 28, Block A, THE RANCH shall each pay 5/103 of the total cost of the improvements; Lots 29 through 30, Block A, THE RANCH shall each pay 9/103 of the total cost of the improvements.

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

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

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

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

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING STORM WATER DRAIN NO. 391 (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST) 468-84921 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. 391 (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST) 468-84921 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 391 (south of 21<sup>st</sup> St. North, west of 159<sup>th</sup> St. East) 468-84921

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Nine Hundred Sixty-Two Thousand Dollars (\$962,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after November 1, 2013, 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:

THE RANCH  
Lots 1 through 33, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 28, Block A, THE RANCH shall each pay 5/185 of the total cost of the improvements, and Lots 29 through 33, Block A, THE RANCH shall each pay 9/185 of the total cost of the improvements.

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

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

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

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

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90618 (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST)** 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 FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90618 (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90618 (south of 21st St. North, west of 159th St. East)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-One Thousand Dollars (\$91,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with 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, such benefit fee be in the amount of Thirty-One Thousand Six Hundred Ninety Dollars (\$31,690).

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:

**THE RANCH**

- Lots 1 through 11, Block A
- Lots 29 through 33, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 11, Block A, THE RANCH shall each pay 5/100 of the total cost payable by the improvements, and Lots 29 through 33, Block A, THE RANCH shall each pay 9/100 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be

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

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

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

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

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90619 (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST)** 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 FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90619 (SOUTH OF 21ST ST. NORTH, WEST OF 159TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90619 (south of 21st St. North, west of 159th St. East)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Nine Thousand Dollars (\$59,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with 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, such benefit fee be in the amount of Fourteen Thousand Six Hundred Sixty-Three Dollars (\$14,663).

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:

**THE RANCH**

Lots 12 through 28, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 12 through 28, Block A, THE RANCH shall each pay 1/17 of the total cost payable by the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 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  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** SUB2013-00027 -- Plat of Courtyards at Auburn Hills Addition located north of Kellogg, on the west side of 135<sup>th</sup> Street West (District IV)

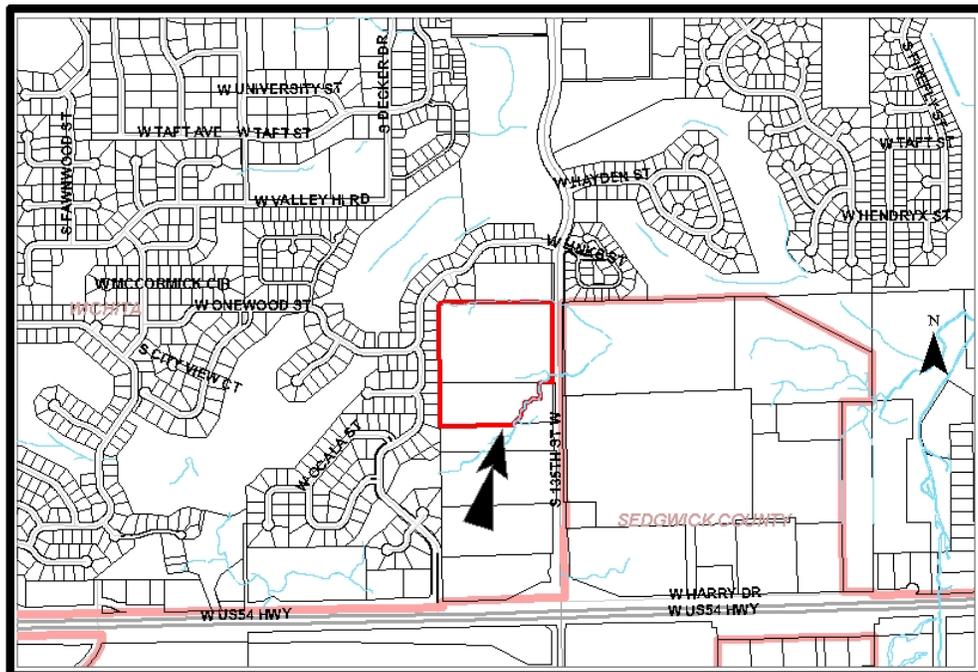
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site, consisting of 76 lots on 20.7 acres, is zoned SF-5 Single-family Residential and proposes a zero lot line development.

**Analysis:** The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving and drainage improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted and also to restrict the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petitions,

Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

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

**Attachments:** Certificate of Petitions.  
Restrictive Covenant.  
Resolutions.

COPY

CERTIFICATE

Sedgwick County ) SS  
State of Kansas )

We, Scott A. Lehner and Jason R. Ronk, Managers, Perfection Signature Properties, LLC, a Kansas Limited Liability Company, owners and plattors of Courtyards at Auburn Hills Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Water Distribution System Petition (2)
2. Sanitary Sewer Petition (2)
3. Paving & Drainage Petition (2)

As a result of the above mentioned petitions for improvements, lots within Courtyards at Auburn Hills Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 22nd day of October, 2013.

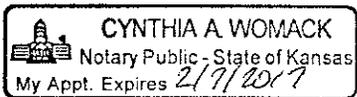
PERFECTION SIGNATURE PROPERTIES, LLC,  
A Kansas Limited Liability Company

By: [Signature]  
Scott A. Lehner, Member

By: [Signature]  
Jason R. Ronk, Member

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 22nd day of October, 2013, before me a Notary Public in and for said State and County, came Scott A. Lehner and Jason R. Ronk, Members, Perfection Signature Properties, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL) 

Notary Public: [Signature]

My Appointment Expires: February 9, 2017

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

COPY

**RESTRICTIVE COVENANT**

This covenant, executed this 23<sup>rd</sup> day of October, 2013.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, providing for the maintenance of reserves being platted, and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
6. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
7. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations



First Published in the Wichita Eagle on November 22, 2013

**RESOLUTION NO. 13-**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 63, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84917** 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 63, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84917** 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 63, Cowskin Interceptor Sewer, (north of Kellogg, west of 135th St. West) 468-84917**.

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 **Two Hundred Eighty-Nine Thousand Dollars (\$289,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 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 sanitary sewer main, such benefit fee to be in the amount of Forty-Five Thousand Eighty-Five Dollars (\$45,085).

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:

**COURTYARDS AT AUBURN HILLS ADDITION**

Lots 1 through 17, and 41 through 46, Block 1

Lots 1 through 7, and 20 through 30, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 17, and 41 through 46, Block 1; and Lots 1 through 7, and 20 through 30, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 1/41 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 19th day of November, 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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 64, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84918** 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 64, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84918** 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 64, Cowskin Interceptor Sewer, (north of Kellogg, west of 135th St. West) 468-84918.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Sixty-Six Thousand Dollars (\$166,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013** 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:

**COURTYARDS AT AUBURN HILLS ADDITION**

Lots 18 through 40, Block 1

Lots 8 through 19, Block 2

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 18 through 40, Block 1; and Lots 8 through 19, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 1/35 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 \_\_\_\_\_ day of \_\_\_\_\_, 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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON VERONA FROM THE WEST LINE OF S 135TH STREET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2; PAVING ON VERONA CIRCLE FROM THE WEST EDGE OF VERONA TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 1; PAVING ON VERONA COURT FROM THE NORTH EDGE OF VERONA TO A POINT APPROXIMATELY 85 LINEAR FEET TO THE NORTH SERVING LOTS 1 AND 2, BLOCK 1; PAVING ON SIENA FROM THE SOUTH LINE OF VERONA TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 1; AND PAVING ON SIENA COURT FROM THE WEST EDGE OF SIENA TO A POINT APPROXIMATELY 180 LINEAR FEET TO THE WEST SERVING LOTS 20 THROUGH 30, BLOCK 2 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 472-85128 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 VERONA FROM THE WEST LINE OF S 135TH STREET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2; PAVING ON VERONA CIRCLE FROM THE WEST EDGE OF VERONA TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 1; PAVING ON VERONA COURT FROM THE NORTH EDGE OF VERONA TO A POINT APPROXIMATELY 85 LINEAR FEET TO THE NORTH SERVING LOTS 1 AND 2, BLOCK 1; PAVING ON SIENA FROM THE SOUTH LINE OF VERONA TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 1; AND PAVING ON SIENA COURT FROM THE WEST EDGE OF SIENA TO A POINT APPROXIMATELY 180 LINEAR FEET TO THE WEST SERVING LOTS 20 THROUGH 30, BLOCK 2 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 472-85128 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Verona from the west line of S 135th Street to the southwest corner of Lot 7, Block 2; paving on Verona Circle from the west edge of Verona to the southwest corner of Lot 15, Block 1; paving on Verona Court from the north edge of Verona to a point approximately 85 linear feet to the north serving Lots 1 and 2, Block 1; paving on Siena from the south line of Verona to the southwest corner of Lot 41, Block 1; and paving on Siena Court from the west edge of Siena to a point approximately 180 linear feet to the west serving Lots 20 through 30, Block 2 (north of Kellogg, west of 135th St. West) 472-85128.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eight Hundred Forty-One Thousand Dollars (\$841,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013** 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:

**COURTYARDS AT AUBURN HILLS ADDITION**

Lots 1 through 46, Block 1

Lots 1 through 30, Block 2

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 17, Block 1, and lots 41 through 44 Block 1; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 170/10,000 of the total cost payable to the improvement district. Lots 18 through 40, Block 1, and Lots 8 through 19, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 86/10,000 of the total cost payable by the improvement district. Lots 45 and 46, Block 1, Lots 1 through 7, Block 2, and Lots 20 through 30, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 171/10,000 of the total cost payable by the improvement district.

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON SIENA FROM THE SOUTHWEST CORNER OF LOT 41, BLOCK 1 TO THE NORTH LINE OF MONTECITO LANE; PAVING ON NINEIRON FROM THE NORTH LINE OF MONTECITO LANE TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2; PAVING ON MONTECITO CIRCLE FROM THE WEST LINE OF MONTECITO LANE TO A POINT APPROXIMATELY 130 LINEAR FEET TO THE WEST SERVING LOTS 17 THROUGH 29, BLOCK 1 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 472-85129 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 SIENA FROM THE SOUTHWEST CORNER OF LOT 41, BLOCK 1 TO THE NORTH LINE OF MONTECITO LANE; PAVING ON NINEIRON FROM THE NORTH LINE OF MONTECITO LANE TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2; PAVING ON MONTECITO CIRCLE FROM THE WEST LINE OF MONTECITO LANE TO A POINT APPROXIMATELY 130 LINEAR FEET TO THE WEST SERVING LOTS 17 THROUGH 29, BLOCK 1 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 472-85129 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on Siena from the southwest corner of Lot 41, Block 1 to the north line of Montecito Lane; paving on Nineiron from the north line of Montecito Lane to the southwest corner of Lot 7, Block 2; paving on Montecito Circle from the west line of Montecito Lane to a point approximately 130 linear feet to the west serving Lots 17 through 29, Block 1 (north of Kellogg, west of 135th St. West) 472-85129.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Thirty-Eight Thousand Dollars (\$338,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013** 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:

**COURTYARDS AT AUBURN HILLS ADDITION**

Lots 18 through 40, Block 1

Lots 8 through 19, Block 2

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 18 through 40, Block 1, and Lots 8 through 19 Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 1/35 of the total cost payable to the improvement district.

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90616 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST)** 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 FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90616 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90616 (north of Kellogg, west of 135th St. West)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighty -Six Thousand Dollars (\$86,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 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 improvements district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty-Two Thousand Five Hundred Forty-Two Dollars (\$22,542).

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:

**COURTYARDS AT AUBURN HILLS ADDITION**

Lots 1 through 17, and 41 through 46, Block 1

Lots 1 through 7, and 20 through 30, Block 2

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 17, and 41 through 46, Block 1; and Lots 1 through 7, and 20 through 30, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 1/41 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 \_\_\_\_\_ day of \_\_\_\_\_, 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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90617 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST)** 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 FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90617 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90617 (north of Kellogg, west of 135th St. West)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Five Thousand Dollars (\$65,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013**, 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:

**COURTYARDS AT AUBURN HILLS ADDITION**

Lots 18 through 40, Block 1

Lots 8 through 19, Block 2

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 18 through 40, Block 1; and Lots 8 through 19, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 1/35 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

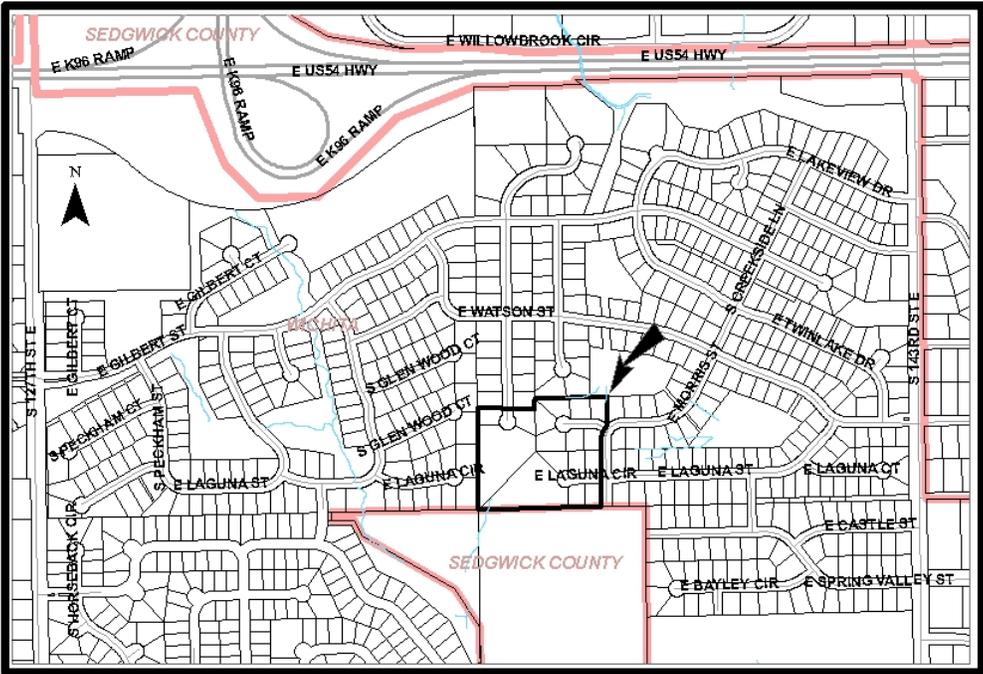
\_\_\_\_\_  
GARY E. REBENSTORF,  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council  
**SUBJECT:** SUB2013-00029 -- Plat of Clear Creek 2<sup>nd</sup> Addition located south of Kellogg, west of 143<sup>rd</sup> Street East (District II)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site, consisting of 25 lots on 10.91 acres, is zoned SF-5 Single-family Residential.

**Analysis:** The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

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

**Attachments:** Certificate of Petitions.  
Restrictive Covenant.  
Resolutions.

COPY

CERTIFICATE

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

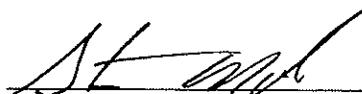
I, Stephen G. Miller, President of Brentwood Development, Inc., owner of Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

- 1. Paving Improvements
- 2. Sanitary Sewer Improvements
- 3. Water Distribution System (Interior)

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Cottonwood Corner, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 9 day of SEP, 2013.

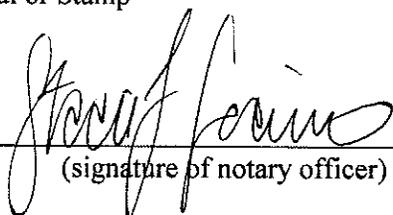
Brentwood Development, Inc.

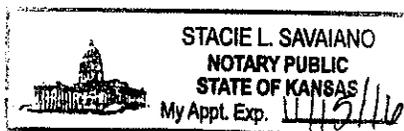
  
\_\_\_\_\_  
Stephen G. Miller, President

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September 2013, Stephen G. Miller, President of Brentwood Development, Inc., owner of Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp

  
\_\_\_\_\_  
(signature of notary officer)



\_\_\_\_\_, Notary Public

My appointment expires: November 15<sup>th</sup> 20 16

Approved as to form:

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

COPY

RESTRICTIVE COVENANT

This covenant, executed this 3<sup>rd</sup> day of September, 2013

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserve platted with the Clear Creek 2<sup>nd</sup> Addition.

NOW THEREFORE, the undersigned does hereby subject Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserve A, Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, shall be the responsibility of Clear Creek HOA.
2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserve situated in Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserve and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserve situated in Clear Creek 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the undersigned, its

successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

- 3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
- 4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

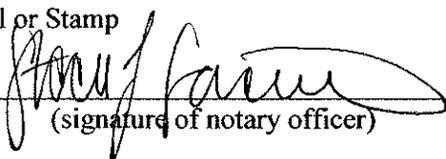
EXECUTED the day and year first above written.

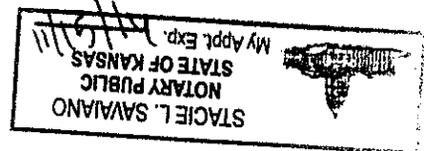
Clear Creek HOA

  
 \_\_\_\_\_  
 Stephen G. Miller, President

CITY OF WICHITA )  
 SEDGWICK COUNTY) SS  
 STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of  
September 2013, Stephen G. Miller, President of Clear Creek HOA.

Seal or Stamp  
  
 \_\_\_\_\_, Notary Public  
 (signature of notary officer)



My appointment expires: November 15<sup>th</sup> 20 16

Approved as to form:

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

**First Published in the Wichita Eagle on**

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING OF **LATERAL 349, FOUR MILE CREEK SEWER, (WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) 468-83611**, 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 **LATERAL 349, FOUR MILE CREEK SEWER, (WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) 468-83611**, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **03-221** adopted on **May 6, 2003** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 349, Four Mile Creek Sewer, (west of 143rd Street East, south of Kellogg) 468-83611**.

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 Nineteen Thousand Dollars (\$119,000)** 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 **August 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:

**CLEAR CREEK ADDITION**

- Lots 29 through 34, Block 3
- Lots 1 through 6, Block 9
- Lots 25 through 33, Block 9

**CLEAR CREEK 2ND ADDITION**

- Lots 1 through 11, Block 1

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

That the following described lots shall each pay 1/32 of the total cost payable by the improvement district:

**CLEAR CREEK ADDITION**

- Lots 29 through 34, Block 3
- Lots 1 through 6, Block 9
- Lots 25 through 33, Block 9

**CLEAR CREEK 2ND ADDITION**

Lots 1 through 11, Block 1

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. 1980 Supp. 12-6a01 et seq., as amended and supplemented, and K.S.A. 12-693.

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

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

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

\_\_\_\_\_, 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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON MORRIS CIRCLE, FROM THE WEST LINE OF SPRING HOLLOW DRIVE TO AND INCLUDING CUL-DE-SAC; MORRIS FROM THE SOUTHWEST PROPERTY LINE OF LOT 24, BLOCK 9 CLEAR CREEK ADDITION TO MORRIS CIRCLE; SPRING HOLLOW DRIVE FROM THE NORTH PROPERTY LINE OF LOT 1, BLOCK 9 CLEAR CREEK ADDITION TO MORRIS CIRCLE (WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) 472-83744, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING PAVEMENT ON MORRIS CIRCLE, FROM THE WEST LINE OF SPRING HOLLOW DRIVE TO AND INCLUDING CUL-DE-SAC; MORRIS FROM THE SOUTHWEST PROPERTY LINE OF LOT 24, BLOCK 9 CLEAR CREEK ADDITION TO MORRIS CIRCLE; SPRING HOLLOW DRIVE FROM THE NORTH PROPERTY LINE OF LOT 1, BLOCK 9 CLEAR CREEK ADDITION TO MORRIS CIRCLE (WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) 472-83744, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 03-225 adopted on May 6, 2003 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave Morris Circle, from the west line of Spring Hollow Drive to and including cul-de-sac; Morris from the southwest property line of Lot 24, Block 9 Clear Creek Addition to Morris Circle; Spring Hollow Drive from the north property line of Lot 1, Block 9 Clear Creek Addition to Morris Circle (west of 143rd Street East, south of Kellogg) 472-83744.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Sixty-Nine Thousand Dollars (\$269,000)** 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 **August 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:

CLEAR CREEK ADDITION  
Lots 29 through 34, Block 3  
Lots 25 through 33, Block 9

**CLEAR CREEK 2ND ADDITION**

Lots 1 through 8, Block 1

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

That the following lots shall each pay 1/23 of the total cost of the improvement district:

**CLEAR CREEK ADDITION**

Lots 29 through 34, Block 3

Lots 25 through 33, Block 9

**CLEAR CREEK 2ND ADDITION**

Lots 1 through 8, Block 1

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 and shall be in addition to the assessment for other improvements.

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

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

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

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90603 (WEST OF 143RD ST. EAST, SOUTH OF KELLOGG)** 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 FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90603 (WEST OF 143RD ST. EAST, SOUTH OF KELLOGG)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90603 (west of 143rd St. East, south of Kellogg)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Six Thousand Dollars (\$56,000)** 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 **August 1, 2013**, 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:

**CLEAR CREEK ADDITION**

Lots 29 through 34, Block 3  
Lots 25 through 33, Block 9

**CLEAR CREEK 2ND ADDITION**

Lots 1 through 8, Block 1

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

That the following lots shall each pay 1/23 of the total cost of the improvement district:

**CLEAR CREEK ADDITION**

Lots 29 through 34, Block 3  
Lots 25 through 33, Block 9

**CLEAR CREEK 2ND ADDITION**

Lots 1 through 8, Block 1

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

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

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

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

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

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

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

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

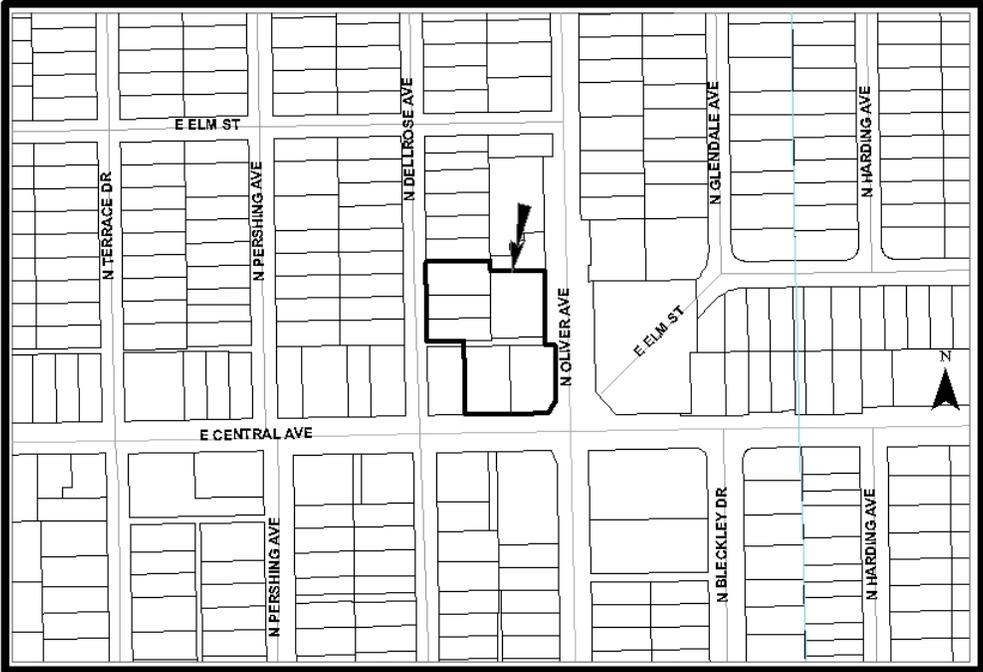
\_\_\_\_\_  
GARY E. REBENSTORF,  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council  
**SUBJECT:** SUB2013-00039 -- Plat of QuikTrip 15<sup>TH</sup> Addition located on the northwest corner of Central and Oliver (District I)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

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



**Background:** The site consists of one lot on 1.72 acres. A zone change (ZON2013-00019) from TF-3 Two-family Residential to LC Limited Commercial has been approved for a portion of the site subject to platting.

**Analysis:** The applicant has submitted a 100 percent Petition and a Certificate of Petition for future paving of the alley. Sewer relocation will be constructed by a private project. The applicant has submitted a Drive Approach Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition, Drive Approach Certificate and Resolution as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

**Attachments:** Certificate of Petition.  
Drive Approach Certificate.  
Ordinance.  
Resolution.

COPY

**CERTIFICATE**

I, Chad M. Stanford, Vice President, QuikTrip West, Incorporated, owner and platfor of QuikTrip 15<sup>th</sup> Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

- 1. Paving Petition (1)

As a result of the above mentioned petitions for improvements, lots within QuikTrip 15<sup>th</sup> Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 22<sup>nd</sup> day of October, 2013.

**QUIKTRIP WEST, INCORPORATED**

By: *Chad M. Stanford*  
Chad M. Stanford, Vice President

State of Oklahoma ) SS  
Tulsa County )

Be it remembered that on this 22<sup>nd</sup> day of October, 2013, before me a Notary Public in and for said State and County, came Chad M. Stanford, Vice President, QuikTrip West, Incorporated, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: *Chandra Koberge*

My Appointment Expires: 6-21-14

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

COPY

**DRIVE APPROACH CERTIFICATE**

QuikTrip West, Incorporated (QuikTrip), the owner of Lot 1, Block 1, QuikTrip 15<sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas, is in the process of re-platting said property. QuikTrip does hereby acknowledge that in accordance with the requirements of the re-platting process as set forth by the City of Wichita, that certain existing drives not within the platted full movement openings designated on the face of the plat along Central Avenue and Oliver Avenue shall be closed as part of the redevelopment process.

This is to place on notice the owner of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 22<sup>nd</sup> day of October, 2013.

**QUIKTRIP WEST, INCORPORATED**

By:   
Chad M. Stanford, Vice President

ATTEST:

State of Oklahoma ) SS  
Tulsa County )

BE IT REMEMBERED, that on this 22nd day of October, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Chad M. Stanford, Vice President, QuikTrip West Incorporated, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

(SEAL)



Notary Public: Chantia Detherage

My Appointment Expires: 6-21-16

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

(OCA150004)

Published in The Wichita Eagle on December 2, 2013

**ORDINANCE NO. 49-615**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2013-00019**

Zone change request from TF-3 Two-family Residential to LC Limited Commercial on property described as:

QuikTrip 15<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas.

Generally located on the northwest corner of Central and Oliver.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this 26th day of November, 2013.**

**ATTEST:**

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

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

(SEAL)

APPROVED AS TO FORM:

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

First Published in the Wichita Eagle on

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

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **HAMMERHEAD TURNAROUND AT THE EAST TERMINUS OF THE ALLEY IF DEDICATED TO SERVE THE AREA DESCRIBED ATTACHED HERETO ON EXHIBIT A (NORTH OF CENTRAL, WEST OF OLIVER) 472-85131** 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 A **HAMMERHEAD TURNAROUND AT THE EAST TERMINUS OF THE ALLEY IF DEDICATED TO SERVE THE AREA DESCRIBED ATTACHED HERETO ON EXHIBIT A (NORTH OF CENTRAL, WEST OF OLIVER) 472-85131** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **hammerhead turnaround at the east terminus of the alley if dedicated to serve the area described attached hereto on Exhibit A (north of Central, west of Oliver) 472-85131.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighteen Thousand Five Hundred Dollars (\$18,500)** 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, 2013** 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:

**QUIKTRIP 15TH ADDITION**

Lot 1, Block 1

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

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

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

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

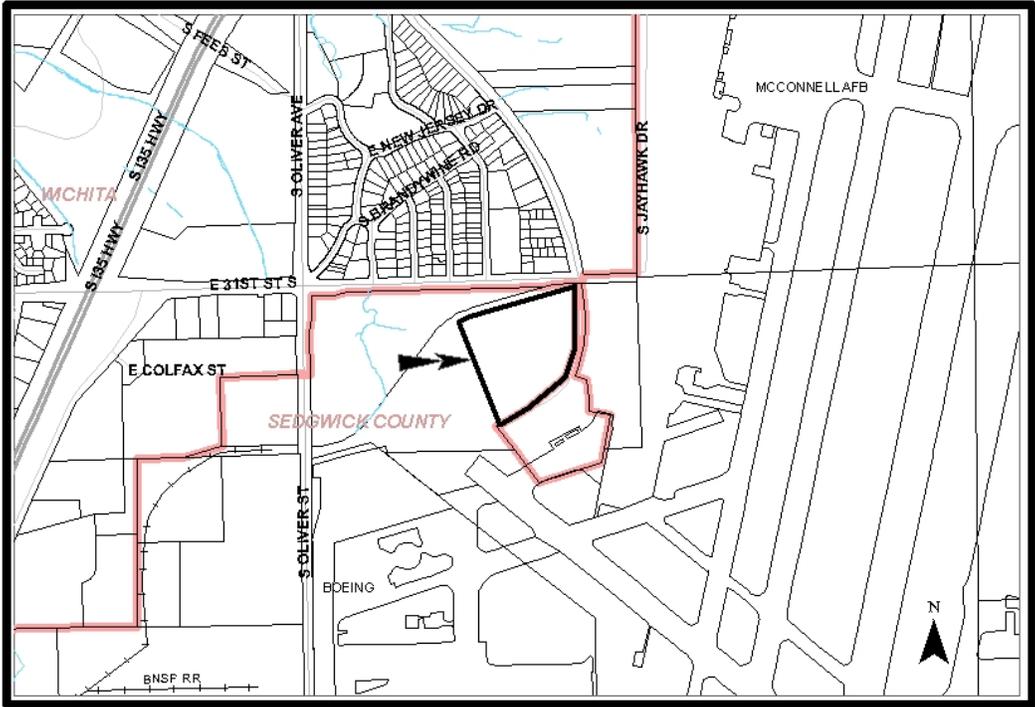
\_\_\_\_\_  
GARY E. REBENSTORF,  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council  
**SUBJECT:** SUB2013-00040 -- Plat of Kansas Aviation Museum Addition located south of 31<sup>st</sup> Street South, east of Oliver (County)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site, consisting of one lot on 14.46 acres, is located in the County adjoining Wichita’s boundary and is zoned LI Limited Industrial.

**Analysis:** Water and sewer services are available to serve the site. The site is within the noise impact area of the McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Avigational Easement and Restrictive Covenant as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, and authorize the necessary signatures.

**Attachments:** Avigational Easement  
Restrictive Covenant

COPY

### AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, Kansas Aviation Museum, Inc. (grantors), do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lot 1, Block 1; Kansas Aviation Museum Addition an Addition to Sedgwick County, Kansas.

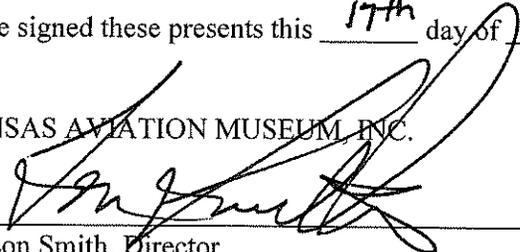
By virtue of this easement, the grantors, for and on behalf of themselves and their respective successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents this 17<sup>th</sup> day of October, 2013.

KANSAS AVIATION MUSEUM, INC.

By:   
Lon Smith, Director

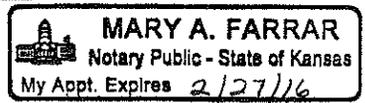
STATE OF KANSAS     )  
                                  ) SS  
SEDGWICK COUNTY    )

Personally appeared before me a notary public in and for the County and State aforesaid Lon Smith, Director of Kansas Aviation Museum, Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 17<sup>th</sup> day of Oct, 2013.

Mary A. Farrar  
Notary Public

My Appointment Expires: 02/27/2016



APPROVED AS TO FORM:

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

COPY

**RESTRICTIVE COVENANT**

This covenant, executed this 17<sup>th</sup> day of October, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Kansas Aviation Museum Addition to Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Lot 1, Block 1; Kansas Aviation Museum Addition to Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or wellbeing, and

WHEREAS, the County of Sedgwick in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject Kansas Aviation Museum Addition to Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.
2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
3. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

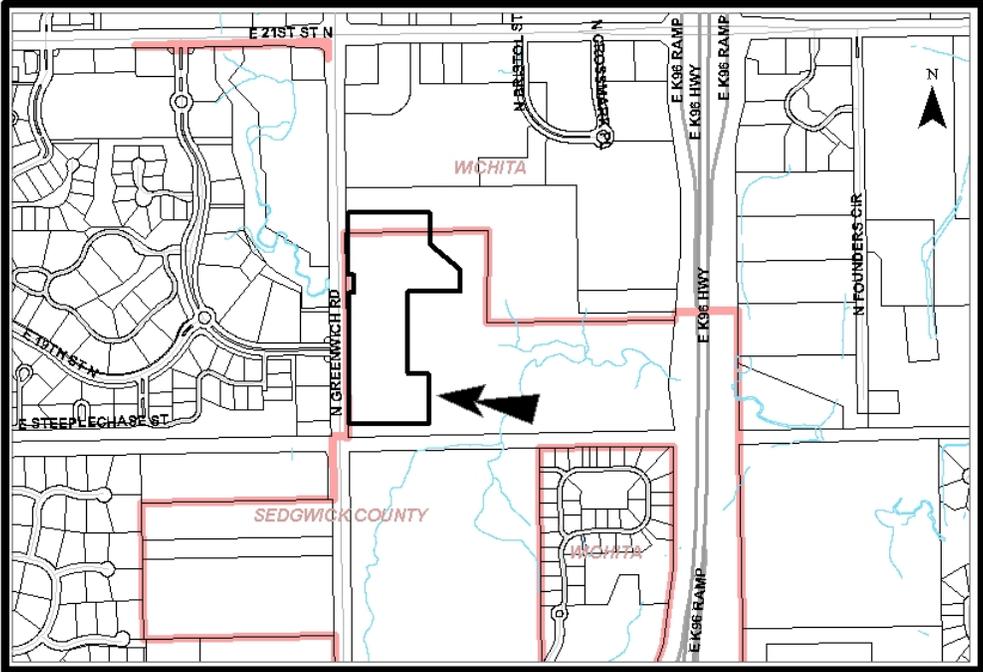


City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council  
**SUBJECT:** SUB2013-00041 -- Plat of Spilled Wine Addition located south of 21<sup>st</sup> Street North, on the east side of Greenwich (District II)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site, consisting of two lots on 2.84 acres, adjoins Wichita’s boundary. Since annexation is a condition for approval of this plat, the corresponding annexation case is on the same agenda. After annexation, the site will be zoned SF-5 Single-family Residential.

**Analysis:** Water service is available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for sewer improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition and Restrictive Covenant as to form and the document will be recorded with the Register of Deeds.

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

**Attachments:** Certificate of Petition  
Restrictive Covenant



COPY

**RESTRICTIVE COVENANTS FOR STORMWATER MANAGEMENT FACILITIES  
LOCATED IN THE CITY OF WICHITA, KANSAS**

This Covenant, executed this 23<sup>RD</sup> day of October, 2013.

WITNESSETH

WHEREAS, the undersigned (hereinafter "Property Owner") is in the process of platting real property to be known as Spilled Wine Addition (hereinafter the "Property"), an addition to Wichita, in Sedgwick County, Kansas; and

WHEREAS, the City of Wichita (hereinafter the "City") is required to protect water quality to the maximum extent practicable under its Municipal Separate Storm Sewer System Permit; and

WHEREAS, Chapter 16.32 of the Wichita Stormwater Management Ordinance requires Property Owners to enter into permanent maintenance agreements for stormwater management facilities before the Property is developed; and

WHEREAS, Chapter 16.32 of the Wichita Stormwater Management Ordinance requires Property Owners to inspect and properly maintain all stormwater management facilities to maintain their full function in perpetuity, and

WHEREAS, the storm water management facilities subject to this Covenant are located on the Property as shown in the "Operations and Maintenance Plan" which shall be recorded with the deed after acceptance by the City as a complete and final document; and is identified as Exhibit "A" attached hereto (the "Facilities"),

NOW THEREFORE, the undersigned does hereby subject the Property, an addition to Wichita, in Sedgwick County, Kansas, to have the following covenants and restrictions (hereinafter the "Agreement"):

**1.0 Maintenance Requirements**

- 1.1** The Property Owner will construct and maintain the Facilities in strict accord with the plans, specifications, calculations, and conditions required by the City as provided in Chapter 16.32, in perpetuity.

- 1.2 Maintenance of the Facilities will be performed by the Property Owner according to the minimum maintenance frequencies and measures provided in the Operations and Maintenance Plan.
- 1.3 The Property Owner shall not use or attempt to use the facilities or the reserves or easement which may contain the Facilities in any manner which would unreasonably interfere with the continuous and perpetual maintenance and use thereof and, in particular, shall not build thereon or thereover any permanent structure which may unreasonably interfere or cause to unreasonably interfere with the maintenance and long-term operation thereof.

## 2.0 Right of Entry

- 2.1 The Property Owner does herein grant the City, its agents and contractors, reasonable access upon prior written notice and consent of property owners to the property necessary for the purpose of inspecting, sampling, reconstructing, maintaining or repairing the Facilities in accordance with Section 1 of this agreement. Such access shall be accomplished by means and methods, and upon such terms as are agreeable to Property Owners, which are minimally intrusive according to the purpose for which access is required.
- 2.2 The Property Owner shall, upon written request of the City, remove any temporary or permanent obstruction that prevents reasonable access to the Facilities.
- 2.3 For purposes of this agreement, "reasonable access" means an access path from the public street right of way to the Facilities with a minimum 20 foot width and a maximum ground slope of 10% that is accessible by construction equipment or vehicles that may be needed to inspect, sample reconstruct, maintain, repair, replace or construct the Facilities. Such access path shall remain free of obstructions such as retaining walls, buildings, aboveground utility structures, walls, permanent landscape monuments, permanent water bodies, and other items that would unreasonably prevent access to the facilities. Notwithstanding this Section 2.3, the Property Owner is not prohibited from constructing a gate or other moveable obstruction at the entrance to the access path from the public street.
- 2.4 The Facilities and any associated access areas, Reserves or Easements are shown on the Final Plat of Spilled Wine Addition. The actual access path shall be provided whether or not one is shown on the Final Plat.
- 2.5 The rights granted herein shall not be construed to interfere with or restrict the Property Owner, his/her/its heirs, executors, administrators, successors and assigns from the use of the premises with the respect to the construction and maintenance of property improvements along and over the premises herein described as long as the same are so constructed as not to impair the rights of access to the Facilities granted herein.

### **3.0 Maintenance Enforcement by the City**

- 3.1** If, after reasonable notice to the Property Owner, Property Owner shall fail to maintain or commence the necessary maintenance or repairs required to maintain the Facilities as set forth herein and other applicable legal requirements, the City may perform all necessary repair or maintenance work, and the City may assess the Property Owner and the Property, for the cost of the work and any applicable penalties. For the purposes of this document, "reasonable notice" shall consist of 30 days prior written notice sent to the Property Owner, unless there are exigent circumstances requiring either immediate or shorter response that said 30 days would provide, in which case the notice provided shall be whatever is reasonable under those circumstances.
- 3.2** The City may record an Affidavit of Nonpayment of Maintenance Charges in the Register of Deeds Office for Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Property Owner as last known to the City, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise to be imposed upon the subject property, whether arising from or imposed by judgment or decree by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.
- 3.3** It is understood by Property Owner that the City is under no past, present, or future obligation to expend public funds or take any other action whatsoever to maintain or improve the Facilities. The City or Property Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. The City or the Property Owner shall have the right to include in their claim for relief of a reasonable sum to reimburse them for their attorney's fees and any other expenses reasonably incurred in enforcing their rights hereunder. Failure by the City or by the Property Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the City to enforce the provisions hereof be deemed a waiver of any provision hereof as to any other owner.

### **4.0 Indemnification**

- 4.1** The Property Owner shall indemnify and hold the City harmless from any and all damage, loss, claims or liability of any third party to the extent of Property Owner's negligence or willful misconduct related to the installation, maintenance, repair, operation or use of the Facilities including, but not limited to, any loss occasioned by reason of damage or injury to persons or property which may occur. In addition, the Property Owner shall pay all costs and expenses involved in defending all actions arising there from.

These covenants and agreements as set forth herein, fully executed shall be filed by the Register of Deeds for Sedgwick County, Kansas, and the filing of the same shall constitute constructive notice to all heirs, successors, transferees, and assigns of the Property Owner of these covenants and agreements running with the land and notice of all stipulations made thereto.

This document may not be amended or modified in any way without the prior written approval of the authorized officials of the City of Wichita, Kansas, and the Property Owners, and that approval must be indicated on the face of any subsequently recorded document amending or modifying this document.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modifications shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

The City, at Property Owner's cost, shall cause this agreement to be filed with the Register of Deeds for Sedgwick County, Kansas. Each party hereto shall receive a duly executed copy of this agreement for its official records.

IN WITNESS WHEREOF, the undersigned have caused this stormwater management facility maintenance Agreement to be duly executed that day and year first written above.

SPILLED WINE, LLC

By: Ruth E. Williams (signature)

Print or Type Name: Ruth E. Williams, Attorney-in-Fact

Street: 4111 EAST 37<sup>th</sup> Street N

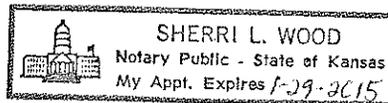
City, State: Wichita, KS

COUNTY OF SEDGWICK )  
STATE OF KANSAS )

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ruth E. Williams, on behalf of Spilled Wine, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the limited liability company.

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

Notary: Sherril L. Wood  
(My Commission Expires: 1-29-2015)



## **EXHIBIT 'A'**

**BMP**

**OPERATION AND MAINTENANCE PLAN**

**FOR**

**SPILED WINE ADDITION**

**WICHITA, SEDGWICK COUNTY, KANSAS**

**PEC PROJECT NO. 35-13332-001-7519**

**OCTOBER 2013**

**Prepared By**

**PROFESSIONAL ENGINEERING CONSULTANT, P.A.**

**303 S. Topeka**

**Wichita, KS 67202**

## Project Description

Spilled Wine Addition is a 16.55 acre plat located on the east side of Greenwich Road between 13<sup>th</sup> Street North and 21<sup>st</sup> Street North in Wichita, Sedgwick County, Kansas. This addition consists of a proposed Single-Family Residence (Lot 1), a maintenance/security facility (Lot 2), and floodplain/open space reserves (Reserves A, B, C & D).

The West Branch Tributary to Four-Mile Creek dissects the property, flowing west to east. An existing 3-acre pond is located on this tributary with the control structure located a few hundred feet downstream (east) of the plat boundary.

Requirements of the Wichita-Sedgwick County Stormwater Management Manual are met via the existing pond, considered to be the plat's stormwater maintenance facility.

Regular inspection and maintenance is required to ensure the effective operation of this storm water management facility so that it can function as designed. In the City of Wichita and Sedgwick County, local regulations (City of Wichita Code Chapter 16.32 and Sedgwick County Resolution 196.10) require that property owners maintain all stormwater facilities on their properties to ensure they are fully functioning to treat and control stormwater runoff, and to document facility inspections and maintenance activities. This documentation must be kept by the property owner and must be made available to Stormwater Management staff upon their request.

## Spilled Wine Addition Stormwater Facility Inspection & Maintenance Guidance Stormwater (Wet) Ponds

This page provides guidance on inspection and maintenance activities that must be performed for the Spilled Wine Addition 3 acre storm water pond.

Inspection Activities	Suggested Schedule
<input type="checkbox"/> After several storm events or an extreme storm event, inspect for: bank stability; signs of erosion; and damage to or clogging of, the inlet/outlet structures and pilot channels.	As needed
<input type="checkbox"/> Inspect for: trash and debris; clogging of the inlet/outlet structures and any pilot channels; excessive erosion; sediment accumulation in the basin, forebay and inlet/outlet structures; tree growth on dam or embankment; the presence of burrowing animals; standing water where there should be no; vigor and density of the grass turf on the basin side slopes and floor; differential settlement; cracking; leakage; and slope stability.	Semi-annually
<input type="checkbox"/> Inspect that the inlet/outlet structures, pipes, and upstream, downstream and pilot channels are free of debris and are operational. <input type="checkbox"/> Check for signs of unhealthy or overpopulation of plants and/or fish (if utilized). <input type="checkbox"/> Note signs of algal growth or pollution, such as oil sheens, discolored water, or unpleasant odors. <input type="checkbox"/> Check sediment marker(s) for sediment accumulation in the facility. <input type="checkbox"/> Check for proper operation of control gates, valves or other mechanical devices. <input type="checkbox"/> Note Changes to the wet pond or contributing drainage area as such changes may affect pond performance.	Annually
Maintenance Activities	Suggested Schedule
<input type="checkbox"/> Clean and remove debris from inlet and outlet structures. <input type="checkbox"/> Mow side slopes (embankment and maintenance access. Periodic mowing is only required along maintenance rights-of-way and embankment. The remaining pond buffer can be managed as a meadow (mowing every other year) or forest.	Monthly
<input type="checkbox"/> Repair damage to pond, outlet structures, embankments, control gates, valves, or other mechanical devices; repair undercut or eroded areas. <input type="checkbox"/> Remove pollutants or legal overgrowth as appropriate.	As Needed
<input type="checkbox"/> Monitor sediment accumulations and remove sediment when the pond volume has become reduced significantly or the pond is not providing a healthy habitat for vegetation and fish (if used). Discharges of pond water may be considered an illegal discharge by local ordinances. Care should be exercised during pond drawdowns to prevent downstream discharge of sediments, anaerobic water, or high flows with erosive velocities. Consult the local jurisdiction before draining a stormwater pond.	10 to 20 years or after 25% of the permanent pool volume has been lost

An inspection checklist should be used to document inspection and maintenance activities. Please use the checklist or other form(s) of maintenance documentation when and where deemed necessary in order to ensure the long-term proper operation of the stormwater management facility

For more information on the maintenance of your stormwater facility, please contact:  
**City of Wichita Stormwater Management, 455 N. Main 8<sup>th</sup> Floor Wichita, KS. 67202 (316) 268-4498**  
**or Sedgwick County Stormwater Management, 1144 S. Seneca Wichita, KS. 67213 (316) 383-7901**



City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Mayor and City Council

**SUBJECT:** A13-07: Request by Spilled Wine LLC to annex lands generally located east of Greenwich Road approximately one-half mile north of 13<sup>th</sup> Street North (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Recommendation:** Approve the annexation request.

**Background:** The City has received a request to annex approximately 15.36 acres of land generally located east of Greenwich Road approximately one-half mile north of 13<sup>th</sup> Street North. The annexation area abuts the City of Wichita to the north and west of the subject property. On October 10, 2013, the Metropolitan Area Planning Commission approved the Spilled Wine Addition for the subject property.

**Analysis:**

**Land Use and Zoning:** The annexation area consists of approximately 15.36 acres zoned “SF-20” Single-Family Residential and is developed with a single-family residence. Upon annexation the zoning of the subject property will convert to “SF-5” Single-Family Residential. The adjacent properties to the north are zoned “LC” Limited Commercial, subject to provisions of the DP-279 Cross Pointe Community Unit Plan, and are developing with a variety of retail, restaurant, and service-oriented uses. The adjacent property to the south is zoned “SF-20” Single-Family Residential and is used for agriculture. The adjacent property to the east is zoned “SF-20” Single-Family Residential and is used for agriculture. The adjacent properties to the west are zoned “LC” Limited Commercial, subject to provisions of the DP-274 Oak Creek Community Unit Plan, and are undeveloped.

**Public Services:** Water and sanitary sewer services are available to be extended to serve the annexation area from water and sewer mains located in Greenwich Road. The conditions of approval for the Spilled Wine Addition require the applicant to guarantee the extension of water distribution lines and sanitary sewer laterals and to pay in-lieu-of-assessment fees for water and sewer mains.

**Street System:** The subject property has access to Greenwich Road, a five- and six-lane arterial street. The Spilled Wine Addition approves three access drives along Greenwich Road.

**Public Safety:** Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 18 at 2808 N. Webb. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor. The 2011-2020 Capital Improvement Program contains a project in 2015 to relocate the Patrol East Bureau substation to Central and Bristol, approximately 1.5 miles south of the subject property.

**Parks:** Undeveloped park land near the intersection of Central and Bristol, located approximately 1.5 miles south of the subject property at 11608 E. Central, is the nearest park. Plans for improvements to the undeveloped park have been completed, and the improvements are programmed in the 2011-2020 Capital Improvement Program for 2017-2019. The Parks, Recreation and Open Space Plan identifies a proposed new park target area approximately two miles north of the subject property and identifies a proposed pathway along the abandoned railroad right-of-way located south of the subject property.

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

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

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$2,359,640 with a total assessed value of \$271,359. Using the current City levy (\$32.471/\$1000 x assessed valuation), this property would yield approximately \$8,811 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating developing an additional single-family residence on the property. Since the property owner did not provide an estimated value for the additional single-family residence, any increase in City annual tax revenues cannot be estimated.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

**Attachments:** Map Sheet  
Ordinance

# Planning Agenda

Item: \_\_\_\_\_

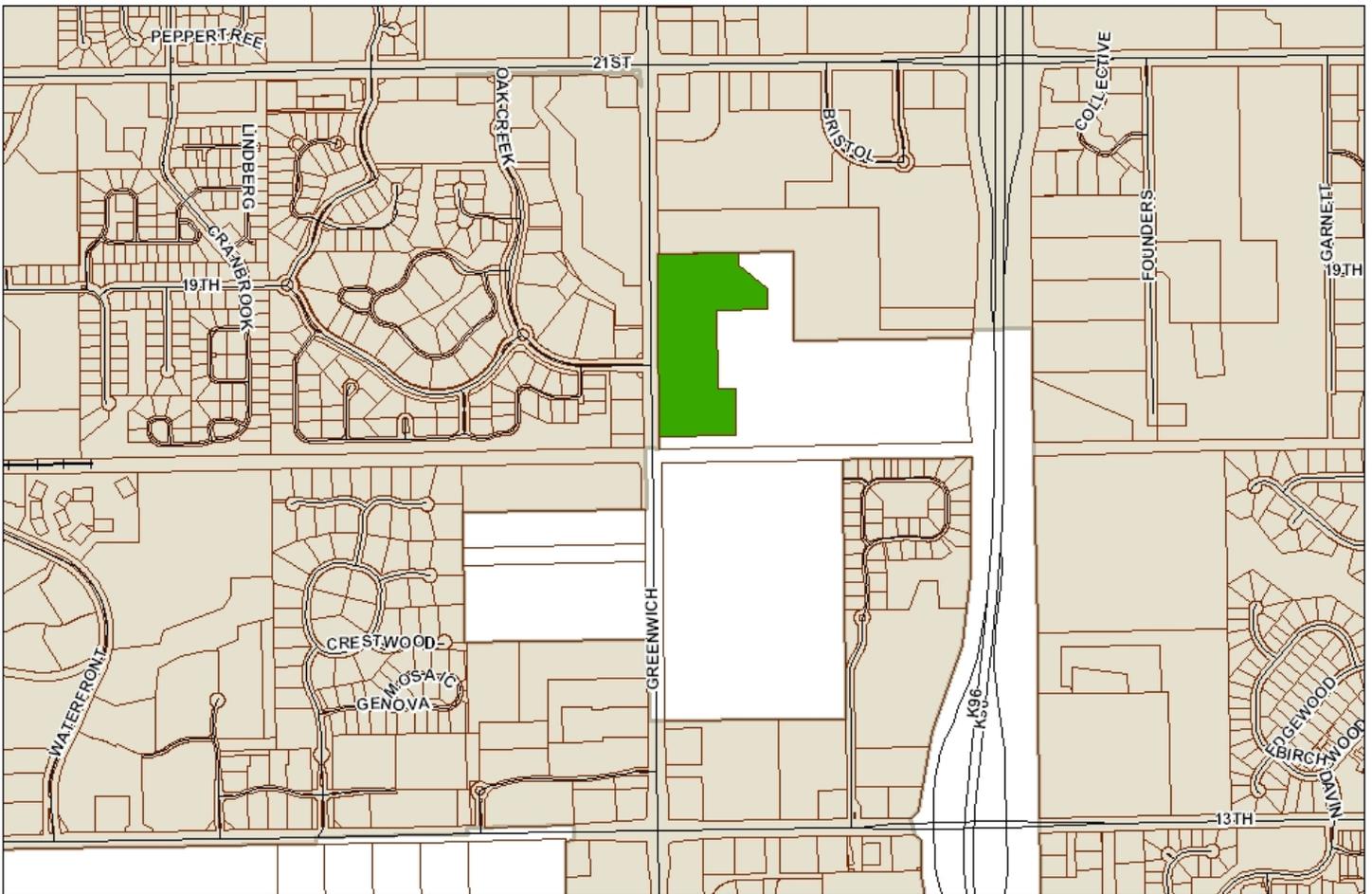
A13-07

Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** East of Greenwich Road approximately one-half mile north of 13th Street North

<b>Address:</b> <u>2000 N. Greenwich Rd.</u>		<b>Reason(s) for Annexation:</b>	
<u>15.36</u>	Area in Acres	<u>X</u>	Request
<u>0</u>	Existing population (est.)	<u>        </u>	Unilateral
<u>1</u>	Existing dwelling units	<u>        </u>	Island
<u>0</u>	Existing industrial/commercial units	<u>        </u>	Other:
Existing zoning: "SF-20" Single-Family Residential			



- ANNEXATION AREA
- WICHITA
- UNINCORPORATED



Software: ArcGIS  
 Map Data Source: City of Wichita Data Center Geographical Information Systems. Data have been reviewed for accuracy and reason to believe that there are inaccuracies in information incorporated in the base map. The Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.  
 Prepared: 2/2010  
 Note: Public property represented on this map is not intended to be inclusive.

PUBLISHED IN THE WICHITA EAGLE ON December 2, 2013

ORDINANCE NO. 49-616

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-07)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

Part of the Northwest Quarter of Section 10, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County Kansas, described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 10; Thence Bearing S00°45'57"E along the West line of said Northwest Quarter, a distance of 1312.00 feet; Thence Bearing N89°14'03"E, a distance of 50.00 feet to the POINT OF BEGINNING. Thence Bearing S00°45'57"E, a distance of 87.55 feet; Thence Bearing S51°40'13"E, a distance of 251.26 feet; Thence Bearing S00°45'57"E, a distance of 150.00 feet; Thence Bearing S89°13'54"W, a distance of 350.00 feet; Thence Bearing S00°45'57"E, parallel with the west line of said Quarter section, a distance of 545.00 feet; Thence Bearing N89°13'54"E, a distance of 135.00 feet; Thence Bearing S00°45'57"E, a distance of 330.00 feet, to a point 75.00 feet north of the south line of said Quarter Section; Thence Bearing S89°13'54"W, parallel with the south line of said Quarter Section, a distance of 540.00 feet; Thence Bearing N00°45'57" W parallel with the west line of said Quarter Section, a distance of 1271.03 feet to the POINT OF BEGINNING.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void,

then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

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

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

ADOPTED at Wichita, Kansas, this November 26, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to form:

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Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
November 19, 2013

**TO:** Wichita Airport Authority

**SUBJECT:** Electrical Cabling and Substation “A” Upgrade, Package 25  
Westar Agreement for Primary Feed and Transformers  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the agreement.

**Background:** Electrical Cabling and Substation “A” Upgrade, Package 25 was initiated in 2012 with the budget increased to include construction on September 24, 2013. This portion of the project will upgrade and reconfigure street light circuiting due to the parking project and install a new primary feed and transformers for the new terminal. Westar is the sole source for this acquisition and installation.

**Analysis:** Staff concurs with the Westar plan and installation charges.

**Financial Considerations:** Westar’s proposal for the required work is \$40,398 and is included in the project budget. This project is funded with Airport cash or through the issuance of general obligation bonds repaid with Airport revenue.

**Legal Considerations:** City Code section 2.64.020 allows sole source procurement when items are available only from one vendor or, such as here, from the utility provider. The Law Department has reviewed and approved the agreement as to form.

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

**Attachments:** Westar charge order agreement (purchase order).



P.O. Box 208, Wichita, KS 67201

### Customer Charge Order

CO # 104471

<b>Name</b>	<u>Wichita Airport Authority</u>	<b>Date</b>	<u>10/14/2013</u>
<b>Address</b>	<u>2173 S Air Cargo</u>	<b>Cust. Acct. No.</b>	<u></u>
<b>City</b>	<u>Wichita</u> <b>State</b> <u>KS</u> <b>ZIP</b> <u>67209</u>	<b>Order No./WR</b>	<u>243527</u>

Description	Account		Exp Ct.	I D	Material Code	Quantity	Amount
	Main	Sub					
Cost to install new primary feed and transformers to street lites on Mid Continent Rd. This DOES NOT include trenching, boring, and installing 2" conduit.							40,397.23
							0.00
							0.00
							0.00
<b>Total Before Taxes</b>							<b>\$40,397.23</b>
<b>Planned Installments</b>	<b>One Payment</b>						
<b>Service Address</b>	<b>Wichita Airport</b>						
<b>Bill Type</b>	<b>Bill Firm</b>						
<b>Comments</b>	<b>State Sales Tax</b>						<b>0.00</b>
	<b>City Sales Tax</b>						<b>0.00</b>
	<b>County Sales Tax</b>						<b>0.00</b>
	<b>TOTAL</b>						<b>\$40,397.23</b>

**Sold By** Shane Price

**Received By** John Oswald

\_\_\_\_\_  
Please Print Name

**Check Attached :**

**Chk #:**