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REVISIONS:
PULLED: NON-CONSENT PLANNING ITEM V-3
ADDED: CONSENT AIRPORT ITEM II-19

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 19, 2012

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 June 12, 2012

AWARDS AND PROCLAMATIONS

None

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.

None

II. CONSENT AGENDAS (ITEMS 1 THROUGH 19)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds, Residences at Linwood, LLC. (District III)

   RECOMMENDED ACTION: Close the public hearing and approve a Letter of Intent for Industrial Revenue Bonds to The Residences at Linwood, LLC, in an amount not-to-exceed $5,000,000, subject to the Letter of Intent Conditions, authorize staff to apply for a sales tax exemption, and authorize the necessary signatures.

2. Letter of Intent for Hospital Facility Refunding Revenue Bonds, Via Christi Health System, Inc. (District VI)

   RECOMMENDED ACTION: Close the public hearing and approve the Letter of Intent for Health Care Facility Refunding Revenue Bonds for Via Christi in the amount not to exceed $6,800,000, and appoint the law firm of Triplett, Woolf and Garretson, LLC to serve as bond counsel and approve the necessary signatures.

3. Letter of Intent for Health Care Facility Revenue Bonds, Via Christi Health System, Inc. (District V)

   RECOMMENDED ACTION: Close the public hearing and approve the Letter of Intent for Health Care Facility Revenue Bonds for Via Christi in the amount not to exceed $14,000,000, and appoint the law firm of Triplett, Woolf and Garretson, LLC to serve as bond counsel and approve the necessary signatures.

4. Request for Letter of Intent for Industrial Revenue Bonds, C & C Development/Atlas Aerospace, LLC dba Product Manufacturing Company. (District IV)

   RECOMMENDED ACTION: Close the public hearing and approve a one-year Letter of Intent to issue Industrial Revenue Bonds to C & C Development/Atlas Aerospace dba Product Manufacturing Corporation in an amount not-to-exceed $3,125,000, subject to standard Letter of Intent conditions; and approve a 100% tax abatement on all bond-financed real property for an initial five-year period plus an additional five years pending City Council review and approval, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

5. Petition to renovate building facade at 700/704 East Douglas. (District VI)

   RECOMMENDED ACTION: Approve the petition, adopt the resolution and authorize the necessary signatures.

6. Resolution creating a fund balance policy for the Landfill Post-Closure Fund.

   RECOMMENDED ACTION: Adopt the resolution.

7. Water Meter and AMR Replacement and Installation.

   RECOMMENDED ACTION: Authorize the project, approve the contract with National Meter and Automation, Inc., adopt the resolution and authorize the necessary signatures.

8. Ordinance amendments relating to Driving Under the Influence, Sections 11.38.150 and 11.38.155 of the Code of the City of Wichita, Driving on a Suspended License, Section 11.42.030 and creating Section 11.38.140 of the Code of the City of Wichita regarding Refusal to Submit to Alcohol Testing.

   RECOMMENDED ACTION: Place the ordinance on first reading.

9. Ordinance amendments to Title 4 of the Code of the City of Wichita pertaining to alcoholic liquor and cereal malt beverages.

   RECOMMENDED ACTION: Approve first reading of the ordinance.

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

1. CUP2012-00008 Amendment to Parcel 4B of the Prairie Pond Plaza Commercial Community Unit Plan DP-273 to permit "vehicle and equipment sales" on property generally located northeast of the intersection of U. S. 54/400 Highway and South 143rd Street East. (District II)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the amendment to the CUP to permit vehicle and equipment sales, subject to the MAPC recommended conditions of approval; (simple majority vote); 2) deny the request (two-thirds majority vote to override the MAPC recommendation) or 3) return the application to the MAPC for reconsideration (simple majority vote).

2. ZON2012-00014 – City zone change request from GO General Office, subject to Protective Overlay #134 ("PO-#134") to LC Limited Commercial ("LC"), subject to amended PO#134 on property located at the southeast corner of East Central Avenue and North Vassar Avenue. (District II)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change request to LC subject to the MAPC recommended Protective Overlay #134, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required); 2) deny the requested zone change (two-thirds majority required) or 3) return the application to the MAPC for further consideration (simple majority required).

3. ***CON2012-00023 – Conditional Use request to permit an Event Center on LC Limited Commercial ("LC") zoned property; generally located west of Arkansas Avenue, on the southwest corner of 25th Street North and Shelton Avenue. (District VI)***

   (PULLED PER PLANNING DEPT)

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

***Time certain workshop, 11:30 a.m. to 12:15 p.m. ***

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 18, 2012.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2012	(Consumption on Premises)
Chad Mullens	Tex Colnsolver Golf Converse**	1931 South Tyler

Renewal	2012	(Consumption off Premises)
Cari Spainhour	Quik Trip #313***	3164 South Hillside
Cari Spainhour	Quik Trip #320***	1021 West 31st Street South
Cari Spainhour	Quik Trip #321***	6011 West Central
Cari Spainhour	Quik Trip #325***	1414 North Oliver
Cari Spainhour	Quik Trip #326***	2010 South Broadway
Cari Spainhour	Quik Trip #328***	2801 South Hydraulic
Cari Spainhour	Quik Trip #329***	5602 East Harry
Cari Spainhour	Quik Trip #343***	242 South Tyler
Cari Spainhour	Quik Trip #345***	4020 South Meridian
Cari Spainhour	Quik Trip #347***	1532 South Seneca
Cari Spainhour	Quik Trip #349***	1112 West Douglas
Cari Spainhour	Quik Trip #353***	110 South Rock Road
Cari Spainhour	Quik Trip #356***	4808 South Hydraulic
Cari Spainhour	Quik Trip #358***	7120 West 21st Street North
Cari Spainhour	Quik Trip #360***	3933 West 13th Street
Cari Spainhour	Quik Trip #366***	1620 South Webb Road
Cari Spainhour	Quik Trip #368***	626 West 21st Street North
Cari Spainhour	Quik Trip #369***	3216 East Harry
Cari Spainhour	Quik Trip #372***	3126 East Pawnee
Cari Spainhour	Quik Trip #373***	1610 East Lincoln
Cari Spainhour	Quik Trip #374***	10315 West 13th Street
Cari Spainhour	Quik Trip #376***	2106 South Rock Road
Cari Spainhour	Quik Trip #378***	5611 South Broadway
Cari Spainhour	Quik Trip #383***	11223 East Central
Cari Spainhour	Quik Trip #384***	2510 West Pawnee
Cari Spainhour	Quik Trip #386***	1010 East Douglas Avenue
Cari Spainhour	Quik Trip #388***	7991 East 37th Street North
Cari Spainhour	Quik Trip #389***	4730 East Central
Cari Spainhour	Quik Trip #391***	730 North Broadway
Jaswal Kulwinder	Petro America***	2700 North Amidon
Kevin Schemm	Dillon Stores***	10304 West 13th

**General/Restaurant 50% or more gross revenue from sale of food.
***Consumption/Retailer grocery stores, convenience stores etc.

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

3. Preliminary Estimates:
   a. None

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petitions for Street Paving, Storm Water Drain, Storm Water Sewer and Water Distribution System in Krug South Addition, south of 21st Street North, west of 143rd Street East. (District II)
   b. Petitions for Paving, Sanitary Sewer, Storm Water Drain and Water Distribution System in Remington Place Addition, south of 21st, east of Webb. (District II)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:
   a. Deeds and Easements.

   RECOMMENDED ACTION: Accept documents.

6. Design Services Agreements:
   a. Agreement for Design Services for Paving Improvements in Rockwood South 3rd Addition, north of Kellogg, west of Rock. (District II)
   b. Agreement for Design Services for Paving Improvements in Krug South Addition, north of 21st Street North, west of 143rd Street East. (District II)

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

7. Minutes of Advisory Boards/Commissions

   Wichita Airport Advisory Board, May 7, 2012
   Board of Code Standards and Appeals, May 7, 2012

   RECOMMENDED ACTION: Receive and file.

8. Report on Claims for May, 2012.

   RECOMMENDED ACTION: Receive and file

9. Acceptance of a State Historic Preservation Grant to fund a Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document.

   RECOMMENDED ACTION: Accept the grant award and authorize the City Manager to sign the agreement.

10. Memorandum of Understanding – Public Works and Utilities Sidewalk Improvements in District IV.

    RECOMMENDED ACTION: Approve the Memorandum of Understanding between Housing and Community Services and Public Works & Utilities for sidewalk repair.

11. 13th Street, Hydraulic to Oliver Kansas Gas Service Easements. (District I)

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

12. 2012 CIP Concrete Pavement Maintenance Project. (Districts I, III, IV, V, and VI)

    RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

13. Pavement Condition Survey, Assessment and Inventory Services.

    RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

14. Second Reading Ordinances: (First Read June 12, 2012)
    a. Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

15. *VAC2012-00013 - Request to vacate a portion of a platted utility easement, generally located north of Central, West of 143rd Street East, at 14000 Pinnacle Drive. (District I)

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

16. *VAC2012-00014 - Request to vacate a portion of a drainage easement dedicated by separate instrument, generally located 1200 feet south of 29th Street North, east of Maize Road. (District V)

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

17. *VAC2012-00015 - Request to vacate utility easements and a sewer easement dedicated by separate instrument, generally located on the south side of 21st Street North, 1,800 feet East of Webb Road on the southwest corner of 21st Street North and Cranbrook Street. (District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

18. *Passenger Security Screening Checkpoint Re-configuration and Expansion - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Initiate the capital project, approve the budget transfer, and waive the normal requirements of City Council Policy 2 relating to use of project savings.

19. ***Airport Board of Bids dated June 11, 2012.***

    RECOMMENDED ACTION: Defer award to July 3, 2012 due to pending protest.

Agenda Item No. IV-1

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds (Residences at Linwood, LLC) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve the Letter of Intent.

Background: The Residences at Linwood, LLC ("Linwood") was recently formed and has purchased an apartment complex located at 2002 S. Hydraulic. The facility is a 90-unit apartment complex consisting of four-plexes. The facility has come into disrepair and faces extensive deferred maintenance issues. The owners are requesting a letter of intent to issue Industrial Revenue Bonds in an amount not-to-exceed $5,000,000 to finance the costs to renovate a portion of the facility.

Linwood has been approved for 9% Low Income Housing Tax Credits and has applied for historic tax credits as well. It received a Resolution of Support for the tax credits from the City Council on May 15, 2012.

Analysis: Linwood purchased the former Linwood Apartments in December 2011. The facility encompasses 90 single-story brick four-plexes for a total of 360 one-bedroom units on 21 acres. The units were built by the Garvey family in the 1940s and 1950s to house aircraft workers and soldiers returning from World War II. The property has changed ownership several times since 1999 to out-of-state owners, and as a result the property has fallen into disrepair. Over 60 of the 90 buildings are currently vacant and boarded up.

The total project cost is estimated to be up to $11 million. The request for a Letter of Intent is for the first of two phases of renovation. Linwood intends to request a second Letter of Intent when it prepares for the second phase. The first phase is to renovate 46 buildings (184 units) by installing new hardwood floors and carpet, new countertops, new vanities, new bathroom mirrors and fixtures, new cabinets and hardware, new interiors walls, upgraded plumbing and electrical, new breaker boxes, installation of washing and drying machines in all units, new roofing, new landscaping, new exterior lighting, new fencing and signage, brick repair and tuck-pointing, new windows and new heating and air conditioning.

USES OF FUNDS

Renovation Costs Phase I	$5,000,000
Total Uses of Funds	$5,000,000

Financial Considerations: Bonds will be privately placed with a principal of the applicant, Murfin, Inc. Linwood 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. Linwood is not requesting a property tax abatement in conjunction with the IRBs. The project will qualify for a sales tax exemption on bond-financed purchases.

The cost/benefit analysis conducted by Wichita State University's Center for Economic Development and Business Research reports the following cost/benefit ratios:

City of Wichita	3.95 to one
City General Fund	2.28 to one
Debt Service Fund	NA
Sedgwick County	5.80 to one
USD 259	NA
State of Kansas	2.63 to one

Goal Impact: The project addresses the Economic Vitality and Affordable Living and rehabilitation of blighted property.

Legal Considerations: The law firm of Kutak Rock, LLP 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. Linwood agrees to comply with the City's Standard Letter of Intent Conditions.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve a Letter of Intent for Industrial Revenue Bonds to The Residences at Linwood, LLC, in an amount not-to-exceed $5,000,000, subject to the Letter of Intent Conditions, authorize staff to apply for a sales tax exemption, and authorize the necessary signatures.

Attachments: Letter of Intent Application

THE RESIDENCES AT
Linwood LLC

May 24, 2012

Mayor Carl Brewer and Members of City Council
City of Wichita, City Hall
455 N. Main
Wichita, KS 67202

RE: Proposed City of Wichita, Kansas Taxable Industrial Revenue Bonds

The Residences at Linwood LLC is a new company established for the purpose of purchasing, renovating and operating the apartments formerly known as The Linwood Apartments. This community is located at the intersection of Hydraulic and Mount Vernon in Southeast Wichita. It sits on roughly 21 acres and contains 90 brick four-plexs with 360 one bedroom apartments. Currently most of the apartments are vacant and approximately 70% of the buildings are boarded up. We plan to completely renovate the property adding new amenities to the apartments. This will bring a high quality living environment to an older area of town, add jobs and substantially improve this area of town and our community in general.

At this time we are requesting your support for the issuance of approximately $5,000,000.00 City of Wichita, Taxable Industrial Revenue Bonds for phase 1 of this project. We would greatly appreciate any support we can receive for the substantial improvement of this property and the community through the City's participation of Industrial revenue Bonds and the sales tax exemption and other potential benefits of it. We plan a multi-million dollar renovation and any savings through a sales tax exemption or other benefits helps to maximize our investment into the property.

We look forward to working with you on this project and helping to provide an investment into the heart of the City at a time when investment and jobs are needed.

Thank you,

Brent Hurst
Member & Project Manager
The Residences at Linwood LLC
2002 S. Hydraulic
Wichita Ks 67211
Office 316-267-0977
Cell 316-806-0317

THE RESIDENCES AT
Linwood LLC

May 24, 2012

Mayor Carl Brewer and Members of City Council
City of Wichita, City Hall
455 N. Main Street
Wichita Ks 67202

RE: Proposed Approximately $6,000,000, City of Wichita Kansas Taxable Industrial Revenue Bonds

The Honorable Mayor Brewer and City Council members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, for a Letter of Intent to issue its Industrial Revenue Bond in an amount not to exceed $5,000,000.00. The proceeds of the proposed Bonds will be used to finance the renovation of phase 1 of the The Residences at Linwood (formerly known as The Linwood Apartments). During Phase 1 we will renovate 46 buildings of the 21+ acre site which consists of a total of 90 brick four-plexes encompassing 360 one bedroom apartments. **Addresses attached as Exhibit A**. We have been approved for 9% low income housing tax credits for the first phase and are in the process of being approved for historic tax credit for the entire project. The property will be leased and operated by The Residences at Linwood LLC.

1. **Names and Addresses of Tenant and Guarantors**

Tenant: The Residences at Linwood LLC,
2002 S. Hydraulic
Wichita Ks 67211
Telephone 316-267-0977
Fax 316-267-6972
Web: theresidencesatlinwood.com

2. **Names and Addresses of Principal Officers**

Member / Owner: Linwood partners LLC
William Brent Hurst
2002 S. Hydraulic
Wichita Ks 67211
316-806-0317

Member / Owner: Murfin Inc.
250 N. Water
Wichita Ks
316-267-3241

3. **General Description of the Project**
4. **General description of the proposed project improvements**
5. **Specific Location of the project**
6. **Projected benefits to the City of Wichita**

HISTORY

The Linwood apartments are located at the southeast corner of Mount Vernon and Hydraulic, and bounded by I-135 to the East, Hydraulic to the West, Mount Vernon to the North and Pawnee to the South. Linwood is more of a community than a "complex", as it consists of 90 brick four-plexes on 21+ acres of land, served by several miles of City streets. Each building houses four 500+ square foot one bedroom, one bath units. They were built in the 1940's and early 1950's by the Garvey family to house aircraft workers and others including soldiers returning from World War two. For many years this community provided quality living that met the needs of a growing Southeast Wichita. Under the ownership of the Garvey family and related companies the property was well maintained and continued to have good occupancy in to the late 1990's. Since then it has been sold several times and has deteriorated dramatically. The community was purchased by a group in 1999 that did a very basic job managing the property. In 2006 an out of state developer purchased the property. Unfortunately, as Wichita has seen with many other properties owned by this out of state developer, no investment was made to improve the condition or even adequately maintain the property and the amount of deferred maintenance grew quickly. In 2008 the property was sold the property to a family out of New York City with little experience in purchasing or managing multi-family property. The New York family had neither the ability or money to properly improve or manage the property for the long term. They could not adequately manage nor maintain the property and, in 2010, the first mortgage lender foreclosed on the property. By this time the property had not been upgraded, maintained or managed properly for over 13 years and had not seen significant renovations since the community was built. At this time most of the buildings are vacant and boarded up, and are an eye sore in the heart of our City.

RENOVATION PLAN

In 2011 our company contacted the first mortgage holder and executed a contract to purchase the property. In December of 2011 we closed on the purchase of the Linwood Apartments. As cited, currently the community consists of 90 buildings in very poor condition, covering over 21 acres of ground. Originally the buildings were constructed as one bedroom apartments. There have been a few poor attempts to modify the units which has only resulted in some dysfunctional two and three bedroom units.

Our plan is to make a sizable investment in the property and provide the experienced and stable management the residents deserve. We have the funds in place and, with help from the City of Wichita as well as Section 42 and Historic Tax Credits, we plan to invest between $9,000,000 and $11,000,000 ($100,000 - $122,,000 per building) to completely renovate the interiors and exteriors of the buildings bringing them to modern standards (Phase 1 & 2). This will include;

*New refinished hardwood floors or carpet *New countertops *New vanities *New sinks *New bath mirrors *New light fixtures *New faucets *New cabinet and door hardware *All walls textured and painted * Nearly all new windows *New central heat and air *New water heaters *Washer and dryers in all units *New roofing *New landscaping *New exterior lighting *New fencing and signage *Upgraded electrical wiring and breaker boxes *Upgraded plumbing lines and drains *Brick repair and tuck-pointing

Once completed these upgrades will provide a superior living environment at economical prices. The rents for our apartments will be comparable to many other units in the area but with significantly improved features. In addition, quality management will help ensure the residents will enjoy a safe and quality community for years to come. We have attached a picture of an existing building as well as a rendering of a typical exterior building as completed. This provides a visual comparison of what currently exists versus what it will look like after completion.

BENEFITS TO THE CITY AND THE COMMUNITY

There are a number of benefits to the City, the community and the local economy.

*Revitalization of a Core Area – We will invest millions of dollars in an area which will improve the over-all look of the neighborhood and provide housing to hundreds of consumers. The revitalized community will potentially bring significant revenue to businesses in the surrounding market and to the City of Wichita.

*Moderately Priced Housing – This project will bring high quality residences to the market at moderate pricing, filling an important need in poor economic times. Sub-standard housing is prevalent in older areas of town such as this, and having a high quality, professionally- managed product is a significant benefit to the City.

*Investing in the City and the Local Economy – There are few projects where millions of dollars of private funds are invested into a core area of Wichita. This project pumps private and public money into the City and local businesses at a time when it is sorely needed.

*Image – Currently there are over 60 buildings which are vacant and boarded up at this site. Many of these buildings can be seen from I-135. Renovating and up-grading all the buildings to excellent condition changes people's view of the community and the City at large. The better things look, the better the people and visitors feel about the community.

*Jobs – This project will provide between 7 and 10 new long term jobs to the community. In addition all the goods and services required by such a community will have other long term employment affects on the surrounding area.

*Protecting the City's Investment - the City paid for and maintains several miles of paved streets and curbing within this community, along with thousands of feet of sewer and water improvements. In addition, one of the City's largest public parks (Linwood) is located across the street from the Linwood Apartments. A vibrant, safe Linwood community will not only make the park safer, but will surely lead to an increase in Linwood Park pool and park patrons.

7. **Dollar amount of Bonds Being Requested**

The total original principal amount of the Bonds being requested for Phase 1 will not exceed $5,000,000.00.

8. Breakdown of Proposed Costs

Sources of Funds:	
2012 Bond Proceeds	$5,000,000.00
Total Sources	$5,000,000.00
Use of Proceeds:	
Renovation Costs Phase 1	$5,000,000.00
Total Uses	$5,000,000.00

9. Underwriter and Bond Counsel

The Residences at Linwood LLC will purchase the bond, there will be no underwriter. The bond counsel will be;

Kutac Rock, LLC
1010 Grand Boulevard
Kansas City, Mo 64106
Office 816-960-0090
Attn Dorothy Riley

The applicant agrees to pay for the services rendered by the Bond Counsel.

10. Administrative Service Fee Agreements

The Applicant agrees to make payment to the City to reimburse the City for administrative costs in the amount of $2,500 per year commencing one (1) year after the delivery of the Bonds. In addition, the Applicant will pay all costs of the City relative to issuance of the bonds.

11. A Brief Statement Relative to the Effects of the Proposed Project on the Ambient Air Quality of 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.

12. 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.

THE RESIDENCES AT
Linwood LLC

13. Arrangement for the Sale of the Bonds

The bonds will be purchased by a principal of the Applicant, Murfin Inc.

14. Summary

To allow the Applicant to move forward with renovations in the most beneficial manner, it is requested at this time 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 $5,000,000.00 of its City of Wichita, Taxable industrial revenue Bonds, Series 2012, for the purpose described above.

The Applicant is aware that such a Letter of Intent is only an indication of 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.

Thank you,

The Residences at Linwood LLC

By: Brent Hurst
Owner and Project Manager

2002 S. Hydraulic • Wichita, Kansas 67211 • PHONE: 316.267.0977 • FAX: 316.267.6972 • WEB: theresidencesatlinwood.com

THE RESIDENCES AT
Linwood LLC

Exhibit A

2002 S. Hydraulic
2010 S. Hydraulic
2018 S. Hydraulic
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2001 S. Kansas
2011 S. Kansas
2021 S. Kansas
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2122 S. Kansas
2132 S. Kansas
2142 S. Kansas
2152 S. Kansas
2101 S. Minneapolis
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2121 S. Minneapolis
2131 S. Minneapolis
2141 S. Minneapolis
2151 S. Minneapolis
2161 S. Minneapolis
2171 S. Minneapolis
2181 S. Minneapolis
2021 S. Minnesota

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THE RESIDENCES AT
Linwood LLC

May 24, 2012

Mayor Carl Brewer and Members of City Council
City of Wichita, City Hall
455 N. Main
Wichita, KS 67202

RE: Proposed City of Wichita, Kansas Taxable Industrial Revenue Bonds

The Residences at Linwood LLC is a new company established for the purpose of purchasing, renovating and operating the apartments formerly known as The Linwood Apartments. This community is located at the intersection of Hydraulic and Mount Vernon in Southeast Wichita. It sits on roughly 21 acres and contains 90 brick four-plexs with 360 one bedroom apartments. Currently most of the apartments are vacant and approximately 70% of the buildings are boarded up. We plan to completely renovate the property adding new amenities to the apartments. This will bring a high quality living environment to an older area of town, add jobs and substantially improve this area of town and our community in general.

At this time we are requesting your support for the issuance of approximately $5,000,000.00 City of Wichita, Taxable Industrial Revenue Bonds for phase 1 of this project. We would greatly appreciate any support we can receive for the substantial improvement of this property and the community through the City's participation of Industrial revenue Bonds and the sales tax exemption and other potential benefits of it. We plan a multi-million dollar renovation and any savings through a sales tax exemption or other benefits helps to maximize our investment into the property.

We look forward to working with you on this project and helping to provide an investment into the heart of the City at a time when investment and jobs are needed.

Thank you,

Brent Hurst
Member & Project Manager
The Residences at Linwood LLC
2002 S. Hydraulic
Wichita Ks 67211
Office 316-267-0977
Cell 316-806-0317

THE RESIDENCES AT
Linwood LLC

May 24, 2012

Mayor Carl Brewer and Members of City Council
City of Wichita, City Hall
455 N. Main Street
Wichita Ks 67202

RE: Proposed Approximately $6,000,000, City of Wichita Kansas Taxable Industrial Revenue Bonds

The Honorable Mayor Brewer and City Council members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, for a Letter of Intent to issue its Industrial Revenue Bond in an amount not to exceed $5,000,000.00. The proceeds of the proposed Bonds will be used to finance the renovation of phase 1 of the The Residences at Linwood (formerly known as The Linwood Apartments). During Phase 1 we will renovate 46 buildings of the 21+ acre site which consists of a total of 90 brick four-plexes encompassing 360 one bedroom apartments. **Addresses attached as Exhibit A**. We have been approved for 9% low income housing tax credits for the first phase and are in the process of being approved for historic tax credit for the entire project. The property will be leased and operated by The Residences at Linwood LLC.

1. **Names and Addresses of Tenant and Guarantors**

Tenant: The Residences at Linwood LLC,
2002 S. Hydraulic
Wichita Ks 67211
Telephone 316-267-0977
Fax 316-267-6972
Web: theresidencesatlinwood.com

2. **Names and Addresses of Principal Officers**

Member / Owner: Linwood partners LLC
William Brent Hurst
2002 S. Hydraulic
Wichita Ks 67211
316-806-0317

Member / Owner: Murfin Inc.
250 N. Water
Wichita Ks
316-267-3241

3. **General Description of the Project**
4. **General description of the proposed project improvements**
5. **Specific Location of the project**
6. **Projected benefits to the City of Wichita**

HISTORY

The Linwood apartments are located at the southeast corner of Mount Vernon and Hydraulic, and bounded by I-135 to the East, Hydraulic to the West, Mount Vernon to the North and Pawnee to the South. Linwood is more of a community than a "complex", as it consists of 90 brick four-plexes on 21+ acres of land, served by several miles of City streets. Each building houses four 500+ square foot one bedroom, one bath units. They were built in the 1940's and early 1950's by the Garvey family to house aircraft workers and others including soldiers returning from World War two. For many years this community provided quality living that met the needs of a growing Southeast Wichita. Under the ownership of the Garvey family and related companies the property was well maintained and continued to have good occupancy in to the late 1990's. Since then it has been sold several times and has deteriorated dramatically. The community was purchased by a group in 1999 that did a very basic job managing the property. In 2006 an out of state developer purchased the property. Unfortunately, as Wichita has seen with many other properties owned by this out of state developer, no investment was made to improve the condition or even adequately maintain the property and the amount of deferred maintenance grew quickly. In 2008 the property was sold the property to a family out of New York City with little experience in purchasing or managing multi-family property. The New York family had neither the ability or money to properly improve or manage the property for the long term. They could not adequately manage nor maintain the property and, in 2010, the first mortgage lender foreclosed on the property. By this time the property had not been upgraded, maintained or managed properly for over 13 years and had not seen significant renovations since the community was built. At this time most of the buildings are vacant and boarded up, and are an eye sore in the heart of our City.

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Our plan is to make a sizable investment in the property and provide the experienced and stable management the residents deserve. We have the funds in place and, with help from the City of Wichita as well as Section 42 and Historic Tax Credits, we plan to invest between $9,000,000 and $11,000,000 ($100,000 - $122,,000 per building) to completely renovate the interiors and exteriors of the buildings bringing them to modern standards (Phase 1 & 2). This will include;

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There are a number of benefits to the City, the community and the local economy.

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7. **Dollar amount of Bonds Being Requested**

The total original principal amount of the Bonds being requested for Phase 1 will not exceed $5,000,000.00.

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Sources of Funds:	
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Total Sources	$5,000,000.00
Use of Proceeds:	
Renovation Costs Phase 1	$5,000,000.00
Total Uses	$5,000,000.00

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Kutac Rock, LLC
1010 Grand Boulevard
Kansas City, Mo 64106
Office 816-960-0090
Attn Dorothy Riley

The applicant agrees to pay for the services rendered by the Bond Counsel.

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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.

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THE RESIDENCES AT
Linwood LLC

13. Arrangement for the Sale of the Bonds

The bonds will be purchased by a principal of the Applicant, Murfin Inc.

14. Summary

To allow the Applicant to move forward with renovations in the most beneficial manner, it is requested at this time 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 $5,000,000.00 of its City of Wichita, Taxable industrial revenue Bonds, Series 2012, for the purpose described above.

The Applicant is aware that such a Letter of Intent is only an indication of 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.

Thank you,

The Residences at Linwood LLC

By: Brent Hurst
Owner and Project Manager

2002 S. Hydraulic • Wichita, Kansas 67211 • PHONE: 316.267.0977 • FAX: 316.267.6972 • WEB: theresidencesatlinwood.com

THE RESIDENCES AT
Linwood LLC

Exhibit A

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City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Letter of Intent for Hospital Facility Refunding Revenue Bonds (Via Christi Health System, Inc.) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve the Letter of Intent for Health Care Facilities Refunding Revenue Bonds and engagement of bond counsel.

Background: Via Christi Health System, Inc. ("Via Christi") is requesting the City Council approval of a Letter of Intent to issue its Health Care Facility Refunding Revenue Bonds in an amount not-to-exceed $6.8 million. The proceeds of the proposed bonds will be used to refund the City's outstanding Health Care Facilities Refunding Bonds, issued in 2004 to refinance improvements to the senior living facilities located at 777 N. McLean Boulevard ("Via Christi McLean").

The 2004 Bonds may be called for redemption any time after April 1, 2009. Via Christi has requested a one-year letter of intent to issue refunding revenue bonds in an amount not-to-exceed $6.8 million to refinance the 2004 Bonds at a lower interest rate.

Analysis: Via Christi Health System, Inc. was formed in 1995 through the consolidation of the St. Francis Ministry Corporation of the Sisters of Sorrowful Mothers and the CSJ Health System of Wichita of the Sisters of St. Joseph of Wichita. During that same period, St. Francis Regional Medical Center and St. Joseph Medical Center were consolidated to form Via Christi Regional Medical Center. Via Christi Health System headquarters is located in Wichita at 8200 East Thorn Drive. Via Christi Health System, Inc. operates and manages seven hospitals, a rehabilitation center, eleven senior care facilities and 18 physician practices in three states.

Via Christi McLean consists of 36 private skilled nursing rooms, a 51-unit assisted living facility and a 32-unit independent living facility. Bond proceeds will be used to refund outstanding bonds issued by the City as Series II 2004 Health Care Facilities Refunding Revenue Bonds. The 2004 Bonds are currently redeemable at a price equal to the principal amount of bonds being redeemed, plus accrued interest to the date of redemption.

Via Christi is a private 501 (c) (3) not-for-profit corporation. As such, it is entitled under the Federal Tax Code to benefit from low-cost tax-exempt bond financing, provided a municipal issuer agrees to issue the bonds.

An analysis of the uses of project funds is:

Redemption of the 2004 Refunded Bonds	6,655,000
Interest on Refunded Bonds	64,824
Cost of Issuance	80,176
Total Cost of Project:	$6,800,000

Financial Considerations: Via Christi agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The investment firm of Central States Capital Markets, LLC will serve as underwriter of the bonds.

Goal Impact: Economic Vitality and Affordable Living. Providing tax-exempt financing to not-for-profit health care providers ensures continued high-quality care for residents and visitors and provides opportunities for high-quality job creation.

Legal Considerations: Via Christi has requested that the law firm of Triplett, Woolf & Garretson, LLC serve as bond counsel in the transaction. This firm has previously served as bond counsel in the issuance of City of Wichita Health Care Facilities Refunding.

The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds. Via Christi agrees to comply with the Standard Conditions contained in the City's IRB Policy.

The public hearing held in conjunction with this item complies with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for issuance of tax-exempt bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve the Letter of Intent for Health Care Facility Refunding Revenue Bonds for Via Christi in the amount not to exceed $6,800,000, and appoint the law firm of Triplett, Woolf and Garretson, LLC to serve as bond counsel and approve the necessary signatures.

Attachments: Letter of Intent Application

May 25, 2012

CITY OF WICHITA, KANSAS
Attn: Mayor and Members of the City Council
455 N. Main – City Hall
Wichita, Kansas 67202

Re: Proposed $6,800,000 City of Wichita, Kansas Health Care Facility Refunding Revenue Bonds (Via Christi Village McLean, Inc.) (the "Bonds")

Dear Mayor Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas (the "City") of a Letter of Intent to issue its Health Care Facility Refunding Revenue Bonds in an amount of approximately $6,800,000. The proceeds of the proposed Bonds will be used for the purpose of providing funds to refund and redeem prior to their maturity the outstanding City of Wichita, Kansas, Health Care Facilities Refunding Revenue Bonds, Series II, 2004 (Riverside Village, Inc.) (the "Refunded Bonds")

1. Name and Address of Applicant.

   Via Christi Village McLean, Inc.
   2622 W. Central, Suite 100
   Wichita, Kansas 67203
   Telephone: (316) 946-5221
   Attention: Jerry Carley, President & CEO of Via Christi Villages, Inc.

2. Name and Address of Guarantor.

   Via Christi Health, Inc.
   8200 E. Thorn Dr.
   Wichita, Kansas 67226
   Telephone: (316) 858-4933
   Attention: David Hadley, Senior Vice President and CFO

3 A General Description of the Nature of the Business of the Proposed Beneficiaries.

The Applicant is a not-for-profit corporation owned by Via Christi Villages, Inc. Via Christi Villages, Inc. is a wholly-owned subsidiary of Via Christi Health, Inc. dedicated to providing the elderly and disabled with housing facilities and services designed to meet their physical, social and psychological needs and to promote their health, security and happiness. Via Christi Villages, Inc. operates as the parent company to skilled nursing facilities, assisted living facilities, and independent living facilities, throughout Kansas. In addition, Via Christi Villages, Inc. provides management and operational services and support to its subsidiaries/communities.

The Applicant currently operates a 36-bed skilled nursing facility (the "Nursing Center"), a 51-unit assisted living facility (the "Assisted Living Residence"), and a 32-unit independent living facility all located in Wichita, Kansas and integrated as a Continuing Care Retirement Community (collectively, the "Facility"). For more information about the current operations of Applicant, see the consolidated financial statements of Via Christi Health, Inc. for fiscal year ended September 30, 2011 provided herewith as Exhibit A.

3. Key Officers and Employees of Proposed Beneficiaries.

The Board of Trustees of the Applicant presently consists of six voting members and one *ex officio* member. Their names, occupation, and expiration dates of their terms are as follows:

NAME	OCCUPATION / ADDRESS	Term Expires (09/30)
Jerry Carley, *Ex-Officio*	Chief Executive Officer of Via Christi Villages, Inc., Senior Vice-President of Via Christi Health, Inc. 2622 W. Central, Suite 100 Wichita, Kansas 67203	N/A
Mark A. Kuhn	Chief Operating Officer of the Congregation of St. Joseph 3700 E. Lincoln Wichita, Kansas 67218	2012
Lynette RauvolaBouta	VP Mission Services, Via Christi Health, Inc. 8200 E. Thorn Dr. Wichita, Kansas 67226	2013
Sister Gracelyn Soignet	President of the Congregation of St. Joseph 3700 E. Lincoln	2013

NAME	OCCUPATION / ADDRESS	Term Expires (09/30)
	Wichita, Kansas 67218	
Sister Pam Young	Sister of the Congregation of St. Joseph 3700 E. Lincoln Wichita, Kansas 67218	2012
Sister Sherri Marie Kuhn	VP Mission Services, Via Christi Hospitals Wichita, Inc. 8200 E. Thorn Dr. Wichita, Kansas 67226	2013
Anthony Hain	2502 High Point Circle Wichita KS 67205	2015

Key officers and employees of the Applicant include the following:

Courtney Wolfe, CEO

Zahra Pourmirza, Director of Nursing

Christine Cathey, Director of Clinic Services

Key officers and employees of the Applicant's parent corporation and corporate member include the following:

VIA CHRISTI VILLAGES, INC.

Jerry Carley, President and CEO

Dana Moyers, Chief Operating Officer

Bill Slater, Vice-President of Finance and Technology

Gayle Randa, Vice President of Human Resources

Kathi Beeton, Vice President of Clinical Excellence

4. A General Description of the Proposed Project and its Specific Location.

The Refunded Bonds were issued for the purpose of refunding and redeeming certain prior revenue bonds of the City, the proceeds of which were used to pay the costs of acquiring, constructing and equipping hospital facilities and improvements thereto, and to acquire,

purchase, construct and equip the Nursing Center and the Assisted Living Residence. The Applicant has continually leased and managed the Facility since before the issuance of the Refunded Bonds and actually assumed obligations of Riverside Health System, Inc. when it originally acquired the Facility. The City would continue to lease the Facility to the Applicant.

5. The Dollar Amount of the Bonds Requested.

The total principal amount of the Bonds requested is approximately $6,800,000.

6. A Detailed Breakdown of the Estimated Costs.

It is anticipated that the proceeds from the sale of the proposed Bonds will be applied substantially as follows:

Principal of Refunded Bonds	$6,655,000
Interest on Refunded Bonds	64,824
Costs of Issuance	$ 80,176
TOTAL	$6,800,000

7. Name and Address of Proposed Counsel to be Utilized In Connection with the Issuance of the Bonds.

Bond Counsel
Triplett, Woolf & Garretson, LLC
Attention: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100
Facsimile: (316) 630-8101
E-mail: jtklaus@twgfirm.com

Applicant's Counsel
Via Christi Health, Inc.
8200 E. Thorn Dr.
Wichita, Kansas 67226
Attn: Gary E. Knight, Vice President
Legal Affairs and General Counsel
Telephone: (316) 858-4923
Facsimile: (316) 858-4189
E-mail: gary_knight@via-christi.org

8. A Statement Relative to Ad Valorem Taxes.

The Applicant is not requesting any ad valorem property tax exemption in connection with the Bonds. Applicant acknowledges that the Facility is currently exempt from ad valorem property taxation by virtue of its regular and exclusive use for not-for-profit purposes, including an Adult Care Home.

9. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of $2,500 per year commencing one year after the delivery of

the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

10. Brief Statement With Respect to Benefits.

Via Christi Villages, Inc., through its subsidiary/affiliates is committed to providing the best, most comprehensive, independent living, assisted living, and nursing care services in this region. The refunding of the Refunded Bonds will help the Applicant maintain and provide advanced retirement care services for a healthier community and will continue to draw residents and visitors to its facilities in Wichita from across Kansas and throughout the region. The refunding of the Refunded Bonds will further allow the Applicant to remain competitive in the medical care labor market, attracting and retaining highly skilled professionals in the Wichita area. Employees in the health care services field tend to be some of the most highly skilled and profession based employees in any field in the community or in this region.

11. Brief Statement Relative to the Effects on the Ambient Air Quality of the City of Wichita and Sedgwick County.

As no new project is proposed at this time, the issuance of the Bonds will have no effect on the ambient air quality of the City and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will continue to agree to comply with the City's policies and requirements relating to environmental matters.

12. A Brief Statement With Respect to Equal Employment Opportunity.

The Applicant will continue to comply with all policies of the City with respect to equal employment opportunity.

13. Arrangements for Sale of the Bonds.

It is anticipated that the sale of the Bonds will be underwritten by Central States Capital Markets, LLC, Wichita, Kansas. A statement of intent provided by Central States Capital Markets, LLC is included as Exhibit "B."

In order to permit Via Christi to provide for the refunding of the Refunded Bonds, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue not to exceed $6,800,000 of its Hospital Facility Refunding Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of one year, so as to provide for the timely refunding of the Refunded Bonds and provide time for the appropriate structuring of the financing.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds, to refund its previously issued bonds, and to assist in financing

the expansion, and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of a Bond Ordinance, Indenture, Lease, Guaranty and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

VIA CHRISTI VILLAGE MCLEAN, INC.

Courtney Wolfe, CEO

VIA CHRISTI VILLAGES, INC.

Jerry Carley, President and CEO

VIA CHRISTI HEALTH, INC.

David Hadley, Senior Vice-President and CFO

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Letter of Intent for Health Care Facility Revenue Bonds (Via Christi Health System, Inc.) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve the Letter of Intent for Health Care Facilities Revenue Bonds and engagement of bond counsel.

Background: Via Christi is requesting City Council approval of a Letter of Intent to issue its Health Care Facility Revenue Bonds in an amount not-to-exceed $14,000,000. Via Christi wishes to utilize tax-exempt bonds to finance an addition to the Cornerstone Assisted Living facility located at 3636 N. Ridge Road, in northwest Wichita. The proceeds of the proposed Bonds will be used to purchase, acquire, construct, furnish and equip a new 80 bed skilled nursing facility ("Project").

Analysis: Via Christi Health System, Inc. was formed in 1995 through the consolidation of the St. Francis Ministry Corporation of the Sisters of Sorrowful Mothers and the CSJ Health System of Wichita of the Sisters of St. Joseph of Wichita. During that same period, St. Francis Regional Medical Center and St. Joseph Medical Center were consolidated to form Via Christi Regional Medical Center. Via Christi Health System headquarters is located in Wichita at 8200 East Thorn Drive. Via Christi Health System, Inc. operates and manages seven hospitals, a rehabilitation center, eleven senior care facilities and 18 physician practices in three states.

Bond proceeds not-to-exceed $14,000,000 will be used to purchase, acquire, construct, furnish and equip a new 72,000 square foot 80 bed skilled nursing facility. The 80 beds will be private nursing rooms. This will be an addition to the existing 60 unit assisted living facility located at 3636 N. Ridge Road known as Cornerstone Assisted Living.

Via Christi is a private 501 (c) (3) not-for-profit corporation. As such, it is entitled under the Federal Tax Code to benefit from low-cost tax-exempt bond financing, provided a municipal issuer agrees to issue the bonds.

An analysis of the uses of project funds is:

USES OF FUNDS

Construction of the Project	12,500,000
Furnishings, Machinery & Equipment	1,000,000
Design	500,000
Total Cost of Project:	$14,000,000

Via Christi anticipates 115 new jobs as a result of the expansion project at an average annual salary of $34, 872.

Financial Considerations: Via Christi Health, Inc., the parent company to the Via Christi healthcare network, plans to initially purchase the bonds for the Cornerstone expansion project, which will technically remain tax-exempt pending the possible future public offering of the bonds. Via Christi agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

The cost/benefit analysis conducted by Wichita State University's Center for Economic Development and Business Research reports the following cost/benefit ratios:

City of Wichita	38.91 to one
City General Fund	24.38 to one
City Debt Service	NA
Sedgwick County	68.97 to one
State of Kansas	3.31 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax-exempt financing to not-for-profit health care providers ensures continued high-quality care for residents and visitors and provides opportunities for high-quality job creation.

Legal Considerations: Via Christi has requested that the law firm of Triplett, Woolf & Garretson, LLC serve as bond counsel in the transaction. This firm has previously served as bond counsel in the issuance of City of Wichita Health Care Facilities Refunding.

The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds. Via Christi agrees to comply with the Standard Conditions contained in the City's IRB Policy.

The public hearing held in conjunction with this item complies with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for issuance of tax-exempt bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve the Letter of Intent for Health Care Facility Revenue Bonds for Via Christi in the amount not to exceed $14,000,000, and appoint the law firm of Triplett, Woolf and Garretson, LLC to serve as bond counsel and approve the necessary signatures.

Attachments: Letter of Intent Application

May 25, 2012

CITY OF WICHITA, KANSAS
Attn: Mayor and Members of the City Council
455 N. Main – City Hall
Wichita, Kansas 67202

Re: Proposed $14,000,000 City of Wichita, Kansas Health Care Facility Revenue Bonds (Cornerstone Assisted Living, Inc.) (the "Bonds")

Dear Mayor Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas (the "City") of a Letter of Intent to issue its Health Care Facility Revenue Bonds in one or more series in an amount not to exceed $14,000,000 for the benefit of Cornerstone Assisted Living, Inc. (the "Applicant"). The proceeds of the proposed Bonds will be used for the purpose of providing funds to purchase, acquire, construct, furnish and equip a new 80-bed skilled nursing facility to be located at 3636 N. Ridge Road in the City of Wichita, Kansas (the "Project") to be leased to the Applicant.

1. Name and Address of Applicant.

Cornerstone Assisted Living, Inc.
2622 W. Central, Suite 100
Wichita, Kansas 67203
Telephone: (316) 946-5221
Attention: Jerry Carley, President & CEO of Via Christi Villages, Inc.

2. A General Description of the Nature of the Business of the Proposed Beneficiaries.

The Applicant is a not-for-profit corporation owned by Via Christi Villages, Inc. Via Christi Villages, Inc. is a wholly-owned subsidiary of Via Christi Health, Inc. dedicated to providing the elderly and disabled with housing facilities and services designed to meet their physical, social and psychological needs and to promote their health, security and happiness. Via Christi Villages, Inc. operates as the parent company to skilled nursing facilities, assisted living facilities, and independent living facilities, throughout Kansas. In addition, Via Christi Villages, Inc. provides management and operational services and support to its subsidiaries/communities.

The Applicant has been operating a 60-unit assisted living residence at the current location on Ridge Road. The proceeds from the bond issue will be used to construct a new 80-bed skilled nursing facility attached to the existing assisted living facility to be located in Wichita, Kansas. For more information about the current operations of Via Christi Villages, Inc., see the consolidated financial statements of Via Christi Health, Inc. for fiscal year ended September 30, 2011 provided herewith as Exhibit A.

3. Key Officers and Employees of Proposed Beneficiaries.

The Board of Trustees of the Applicant presently consists of six voting members and one *ex officio* member. Their names, occupation, and expiration dates of their terms are as follows:

NAME	**OCCUPATION / ADDRESS**	**Term Expires (09/30)**
Jerry Carley, *Ex-Officio*	Chief Executive Officer of Via Christi Villages, Inc., Senior Vice-President of Via Christi Health, Inc. 2622 W. Central, Suite 100 Wichita, Kansas 67203	N/A
Mark A. Kuhn	Chief Operating Officer of the Congregation of St. Joseph 3700 E. Lincoln Wichita, Kansas 67218	2012
Lynette RauvolaBouta	VP Mission Services, Via Christi Health, Inc. 8200 E. Thorn Dr. Wichita, Kansas 67226	2013
Sister Gracelyn Soignet	President of the Congregation of St. Joseph 3700 E. Lincoln Wichita, Kansas 67218	2013
Sister Pam Young	Sister of the Congregation of St. Joseph 3700 E. Lincoln Wichita, Kansas 67218	2012
Sister Sherri Marie Kuhn	VP Mission Services, Via Christi Hospitals Wichita, Inc. 8200 E. Thorn Dr. Wichita, Kansas 67226	2013

NAME	OCCUPATION / ADDRESS	Term Expires (09/30)
Anthony Hain	2502 High Point Circle Wichita KS 67205	2015

Key officers and employees of the Applicant include the following:

Ben Oberle, Executive Director

Della Lind, Director of Clinical Services

Key officers and employees of the Applicant's parent corporation and corporate member include the following:

VIA CHRISTI VILLAGES, INC.

Jerry Carley, President and CEO

Bill Slater, Vice-President of Finance and Technology

Dana Moyers, Chief Operating Officer

Gayle Randa, Vice President of Human Resources

Kathi Beeton, Vice President of Clinical Excellence

4. A General Description of the Proposed Project and its Specific Location.

Proceeds from the issuance of the proposed Bonds will be used to purchase, acquire, design, construct, furnish and equip a new assisted living facility.

When complete, the new Project will consist of an approximately 71,979 square foot skilled nursing facility featuring eighty (80) skilled nursing beds in 80 private nursing rooms. The 80 rooms are arranged on two floors in four wings of 20 beds each creating a neighborhood concept which improves person-respected care. Each of the four wings has a dining/living area with the bedrooms surrounding the living spaces to create a more home-like environment.

The Project also includes adjacent parking and landscaping, as well as all furniture, equipment and fixtures to be located therein and thereon.

A chapel will be located on the first floor of the new residences. Construction, furnishing and equipping of the chapel will be financed with Corporation funds unrelated to the proceeds of the Bonds.

5. The Dollar Amount of the Bonds Requested.

The total principal amount of the Bonds requested is $14,000,000.

6. A Detailed Breakdown of the Estimated Costs.

It is anticipated that the proceeds from the sale of the proposed Bonds will be applied substantially as follows:

Construction of the Project	$12,500,000
Furnishings, Machinery & Equipment	$ 1,000,000
Design	$ 500,000
TOTAL	$14,000,000

7 Project Timeline.

It is currently anticipated that construction on the Project will begin in June, 2012 with an estimated completion date in December, 2013.

8. Name and Address of Proposed Counsel to be Utilized In Connection with the Issuance of the Bonds.

Bond Counsel
Triplett, Woolf & Garretson, LLC
Attention: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100
Facsimile: (316) 630-8101
E-mail: jtklaus@twgfirm.com

Applicant's Counsel
Via Christi Health Inc.
8200 E. Thorn Dr.
Wichita, Kansas 67226
Attn: Gary E. Knight, Senior Vice President
Legal Affairs and General Counsel
Telephone: (316) 858-4923
Facsimile: (316) 858-4189
E-mail: gary.knight@viachristi.org

9. A Statement Relative to Ad Valorem Taxes.

The Applicant is not requesting any ad valorem property tax exemption in connection with the Bonds. Applicant acknowledges that the property purchased with the proceeds of the Bonds should be exempt from ad valorem property taxation by virtue of its regular and exclusive use as a not-for-profit adult care home.

10. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of $2,500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

11. Brief Statement With Respect to Benefits.

The Applicant is committed to providing the best, most comprehensive, independent living, assisted living, and nursing care services in this region. The financing of the Project will help the Applicant maintain and provide advanced retirement care services for a healthier community and will continue to draw residents and visitors to the Applicant's facilities in the City from across Kansas and throughout the region. The Project will fulfill an identified need for state-of-the-art assisted living facilities and services on the west side of the City to service its growing retirement-age population. The Project will also allow the Applicant to implement its Person Respected Care delivery model that encompasses the provision of surroundings conducive to a "home-like" environment. Furthermore, the Project will create additional health care jobs in the City and employees in the health care services field tend to be some of the most highly skilled and profession based employees in any field in the community or in this region.

The Applicant intends to use local contractors as often as possible for construction of the Project. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

12. Brief Statement Relative to the Effects on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The proposed Project will have no effect on the ambient air quality of the City and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will agree to comply with the City's policies and requirements relating to environmental matters.

13. A Brief Statement With Respect to Equal Employment Opportunity.

The Applicant will agree to comply with all policies of the City with respect to equal employment opportunity.

14. Arrangements for Sale of the Bonds.

It is anticipated that the Bonds will be sold to Via Christi Health, Inc., the parent company to the Via Christi healthcare network.

15. Financial Information.

A copy of the consolidated financial statements of Via Christi Health, Inc. for fiscal year ended September 30, 2011 provided herewith as Exhibit A.

16. Cost/Benefit Analysis.

Applicant has forwarded a completed Firm Data Sheet and a check for the appropriate fee to be submitted to the Wichita State University Center for Economic Development and Business Research for preparation of a cost/benefit analysis of the Project.

In order to permit the Applicant to finalize the financing for Project, it is requested at this time that the City Council approve a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue not to exceed $14,000,000 of its Health Care Facility Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of at least two years, so as to provide for the appropriate structuring of the financing.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds and to assist in financing 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 a Bond Ordinance, Indenture, Lease, Guaranty and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

CORNERSTONE ASSISTED LIVING, INC.

Doug Frihart, CEO

VIA CHRISTI VILLAGES, INC.

Jerry Carley, President and CEO

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (C & C Development/Atlas Aerospace, LLC dba Product Manufacturing Company) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close public hearing and approve the Letter of Intent to issue Industrial Revenue Bonds in the amount not-to-exceed $3,125,000, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

Background: The City has received an application for a Letter of Intent to issue Industrial Revenue Bonds ("IRBs") for C & C Development, LLC ("C & C") in the amount not-to-exceed $3,125,000 to finance a 66,000 square foot addition to the manufacturing facility located at 4626 W. May. C & C intends to sublease the addition to Atlas Aerospace, LLC dba Product Manufacturing Company ("Atlas/PMC"). Atlas/PMC occupies several buildings from 4330 to 4626 West May Street in southwest Wichita with its headquarters located at 4425 W. May. In addition to the investment in the facility expansion, Atlas/PMC intends to invest approximately $3,225,000 to equip the expansion project. The equipment is not financed with bond proceeds.

C & C is requesting the issuance of a one-year letter of intent for IRBs in an amount not to exceed $3,125,000. C & C is also requesting a sales tax exemption on items purchased for the expansion project and a 100% five-year tax exemption on the IRB-financed real property improvements plus a second five-year exemption subject to City Council approval.

Analysis: Product Manufacturing Company was founded in 1947 as Product Engineering and Manufacturing Company, Inc. In 2000 Jennifer and Chris Lette purchased the business from Dale Havercraft and renamed the company Product Manufacturing Company. In 2007 Product Manufacturing Company was purchased by Atlas Aerospace, LLC. At the time of the 2007 sale, Jennifer and Chris Lette retained ownership of all the real estate in a partnership entity, C & C Development, LLC, and leased the manufacturing facilities to Atlas Aerospace, LLC.

Atlas/PMC operates through two divisions, Product Manufacturing Company (PMC) and Wichita Aerospace Spares (WASI). The company has certifications from many of its clients and serves companies such as Boeing, Spirit, Hawker Beechcraft, Cessna and the United States Navy. PMC machines, fabricates and assembles a broad range of aluminum, steel, titanium and other metal parts for new commercial and defense aircraft. WASI manufactures and assembles parts for existing aircraft. Both divisions are housed on its campus on west May Street. Atlas/PMC is seeing a rebound in the aviation market and a trend toward outsourcing from the original equipment manufacturers. Bond proceeds will be used to build a 66,000 square foot expansion. Current employment is 286. The 2012 expansion will add 40 new jobs over the next three (3) years at an average wage of $49,852.

Use of Funds	
Building Costs	$ 3,000,000
Cost of Issuance	$ 75,000
Contingency	$ 50,000
Total	$ 3,125,000

The City's contract bond counsel firm, Kutak Rock LLP, will serve as bond counsel in the transaction.

Financial Considerations: C & C will purchase the bonds and pledge them to Emprise Bank who will act as Trustee. C & C agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

Based on the City/County Economic Development Incentive Policy, the Company qualifies for a 100% five-plus-five-year tax exemption on real property constructed with bond proceeds.

% Eligible	Condition	Commitment
60%	New Job Creation	40 FTE @ $49,852/yr
45.2%	Capital Investment	$6,350,000
105.2%	Total Business Incentive Eligibility (maximum allowed is 100%)	

Based on the 2011 mill levy, the estimated tax value of exempted property for the first full year is approximately $90,229. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	$ 24,269	State	$ 1,125
County	$ 22,071	USD 259	$ 42,764

The project will also qualify for a sales tax exemption on bond-financed purchases.

The cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	1.52 to one
City General Fund	1.36 to one
City Debt Service	1.88 to one
Sedgwick County	1.26 to one
USD 259	1.27 to one
State of Kansas	3.92 to one

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing and granting an ad valorem property tax exemption will encourage the creation of new job opportunities in the City of Wichita and Sedgwick County.

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by bond counsel. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that City Council close the public hearing and approve a one-year Letter of Intent to issue Industrial Revenue Bonds to C & C Development/Atlas Aerospace dba Product Manufacturing Corporation in an amount not-to-exceed $3,125,000, subject to standard Letter of Intent conditions; and approve a 100% tax abatement on all bond-financed real property for an initial five-year period plus an additional five years pending City Council review and approval, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

Attachments: Letter of Intent Application

Request for Authorization to Issue Bonds

Proposed $3,125,000

City of Wichita, Kansas
Industrial Revenue Bonds
(C & C Development, LLC
& Atlas Aerospace LLC)

May 29, 2012

City of Wichita
City Hall – 455 N. Main
Wichita, KS 67202

Re: Proposed City of Wichita, Kansas
Industrial Revenue Bonds
Tennant: C & C Development, LLC
Subtenant: Atlas Aerospace LLC

Dear Mayor Brewer and Members of the Council:

The purpose of this letter is to request approval by the City Council for the issuance of its Industrial Revenue Bonds (IRB) in the approximate amount of $3,125,000.

Atlas Aerospace LLC has previously applied for and received two property tax abatements from the City of Wichita:

1. Prior to being acquired by Atlas Aerospace LLC, Product Manufacturing Company previously applied for and received an Economic Development Exemption (EDX) on property taxes for manufacturing equipment and a 36,000 square foot building constructed in 2002. The equipment was exempted from 2004 to 2008 and the building is exempt from 2004 to 2013.

2. Atlas Aerospace LLC received a 100% 5+5 year property tax exemption on a 2007 to 2008 expansion that was financed by industrial revenue bonds. The expansion included three buildings totaling 212,334 square feet with an approximate cost of $8,550,000. The exemption is for the years of 2009 to 2018.

For 2012 Atlas Aerospace LLC anticipates an additional expansion of approximately 66,000 square feet with an estimated cost of $3,000,000. As indicated on the March preapplication letter (see attached – Exhibit A) the Company would like to request IRB financing and the associated property tax exemption on the forthcoming building expansion. The following information is presented in support of a request:

1. Name and address of all persons who would be obligated as either tenant or guarantor on the bond document:

Tennant & Guarantor:	Subtenant:
Chris Lette, Managing Member	Attention: Rick Wolf, CEO
C & C Development, LLC	Atlas Aerospace LLC
220 N. Broadway	4425 W. May St, Bldg. A
Udall, KS 67146	Wichita, KS 67209

Bond Trustee:
Attention: Bryce Carr, Executive Vice President
Emprise Bank
Trust & Investments
257 N. Broadway
Wichita, KS 67202

2. Names and addresses of the principal officers and directors of the requesting tenant:

Rick Wolf, CEO
Tim Crimmins, CFO
Atlas Aerospace LLC
4425 W. May St, Bldg. A
Wichita, KS 67209

3. A general description of the nature of the business of the requesting tenant and a list of the principal competition in the local market:

Atlas Aerospace LLC is located in Wichita, Kansas and is a manufacturer of both new and replacement OEM parts and subassemblies for the business and commercial aircraft markets. Atlas operates through two divisions, Product Manufacturing Company (PMC) and Wichita Aerospace Spares (WASI).

Product Manufacturing Company excels in the machining, fabricating, and the assembly of a broad range of aluminum, steel, titanium and exotic metal parts for the commercial aircraft, aerospace and defense industries.

Wichita Aerospace Spares is the leading provider of spare parts manufacturing, assembly and technology. Providing technically complex manufacturing solutions based on Quality, Manufacturing and real-time processes that guarantees manufacturing quality at user-definable levels. The WASI line of services, manufacturing, procurement, inventory management and consulting offers the highest definable manufacturing available for single parts production, multiple part production, and quality procurement processes assuring deliverable results.

There are numerous machine shops in the Wichita and surrounding area that are similar in nature to Atlas Aerospace LLC, however, most of these shops do not have the diversity associated with Atlas Aerospace LLC.

3. A general description of the nature of the business of the requesting tenant and a list of the principal competition in the local market (CONTINUED):

The major competitors in the tri-county area (Sedgwick, Harvey, and Butler) area would include large long established companies with the financial resources and management abilities to survive during the changing business climate of the 2000's. This group would include TECT Aerospace and Triumph Structures. The majority of the Company's direct competitors are foreign companies that are not located in the United States of America.

For expanded information on the Company see Exhibit B and for a Company brochure and pictures of their products reference exhibit C.

4. A general description of the project and its specific location(s):

The expansion will occur at the facility complex located at 4330 through 4626 W. May Street in Wichita, Kansas. The proceeds from these bonds will be used to finance an upcoming 66,000 square foot building expansions to the existing 4626 W. May building with an estimated cost of $3,000,000. This will expand the company's manufacturing capabilities. No land costs are indentified in this amount. Aerial photographs of the Company's existing facilities are included in exhibit D.

5. A statement of the projected benefits to the City of Wichita:

A Cost Benefit Analysis is to be provided by Wichita State University (WSU) Center for Economic Development and Business Research (CEDBR).

6. The dollar amount of the bonds requested:

The total principal amount of the Bonds being requested is approximately $3,125,000.

7. A detailed breakdown of the proposed costs including an estimate of underwriting fees and other miscellaneous expenses:

It is anticipated that the proceeds from the Series 2012 Bonds will be applied substantially as follows:

Total cost of buildings:	$3,000,000
Estimated costs of issuance and legal fees:	75,000
Contingency:	50,000
Total requested bonds:	$3,125,000

8. Name and address of bond counsel for City of Wichita:

Ms. Dotty Riley, Partner
Kutak Rock, LLP
Suite 500
1010 Grand Boulevard
Kansas City, MO 64106-2220

Phone: (816) 960-0090
Fax: (816) 960-0041
Email: dotty.riley@kutarock.com

9. Name and address of counsel for borrower:

L. Dale Ward
Hinkle Law Firm LLC
8621 East 21st Street North, Suite 200
Wichita, KS 67206-2991
Phone: (316) 631-3120
Fax: (316) 630-8466
Email: dward@hinklelaw.com

10. Private Placement Agreement:

Chris Lette and Jennifer Lette through C & C Development, LLC has proposed a direct-source, private placement bond structure. Product Manufacturing Company has accepted this proposal. These bonds will be funded within C & C Developments, LLC's capacity and will be held for their own account.

11. Tax exemption:

The borrower will seek a 100% property tax exemption on real estate financed with the industrial revenue bonds. Reference Exhibit E for percentage tax exempt calculation. Should a payment in lieu of taxes (PILOT) be required we agree to make such payments. The applicants are current on all ad valorem property taxes on the project property.

12. Administrative fees of the City and annual compliance:

The Borrower will agree to make payments of the City's administrative fees of the Bonds for the life of the bond issue, and in addition, the Borrower will agree to pay all costs incurred for the City relating to the issuance of Bonds regardless whether the Bonds are ultimately approved or issued. The Borrower will also agree to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.

13. Effects of Proposed Project on the Ambient Air Quality of the City of Wichita and Sedgwick County:

    The proposed expansion will have no effect on the ambient air quality of the City of Wichita and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will agree to comply with the City's policies and requirements relating to environmental matters.

14. Equal Employment Opportunity:

    The Borrower agrees to comply with all policies of the City of Wichita with respect to equal employment opportunity. A copy of the Company's current City of Wichita EEO compliance certificate is attached as Exhibit F. An addition we have enclosed a copy of the public request for bids as Exhibit G.

15. Financial Information:

    The Atlas Aerospace LLC's most recent internal financial statements for its fiscal year ended December 31, 2011 are attached as Exhibit H. Our understanding on a private placement of Industrial Revenue Bonds is that audited financials will not be required by C & C Development, LLC.

16. Insurance:

    The Borrower agrees to obtain all insurance the City may require in connection with the construction, maintenance or operation of the project, or liabilities arising out of the operation of the project including (without limitation) a performance bond sufficient to secure completion of the project.

    The Borrower agrees that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing.

17. Real Estate Environmental Site Assessment:

    See attach as Exhibit I & J a 2008 Phase I Environmental Site Assessment and Kansas Department of Health and Environment no further action determination letter, respectively.

To permit Product Manufacturing Company to finalize the financing of the proposed Bonds, it is requested at this time that the City Council authorize the execution of the requested Letter of Intent. (The Borrower is aware that such Letter of Intent is only an indication of intent to issue the proposed Bonds and such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of a Bond Ordinance, Trust Indenture, Guaranty Agreement and other related documents.) The Borrower respectfully requests that such Letter of Intent be valid for a period of one year.

If further information is necessary for consideration of the Borrower's request for approval of the issuance of the City's Bonds, please contact the undersigned.

Respectively submitted,

Rick Wolf, CEO
Atlas Aerospace, LLC

Chris Lette, Managing Member
C & C Development, LLC

Exhibit A
C & C Development, LLC &
Atlas Aerospace LLC
Industrial Revenue Bond Pre-Application Letter

Koch
Siedhoff
Hand
& Dunn, LLP
Certified Public Accountants
3580 W. 13th, Wichita, Kansas 67203-4591
Phone (316) 943-0286
Fax (316) 943-1343

Clarence E. Koch
John W. Siedhoff
James R. Hand
Edward P. Dunn, Jr.

March 29, 2011

Tim Goodpasture, Economic Development Analyst
City of Wichita, Office of Urban Development
City Hall, 13th Floor
455 N. Main
Wichita, KS 67202

Re: Atlas Aerospace LLC doing business as
Product Manufacturing Company;
C & C Development, LLC

CERTIFIED MAIL

Dear Tim:

Our client, Atlas Aerospace, LLC doing business as Product Manufacturing Company, anticipates making a request for a property tax exemption through Industrial Revenue Bonds based on their 2012-2013 expansion plans.

The Company specializes in the manufacturing and assembly of parts for the aerospace industry. The Company is in the process of purchasing additional equipment with a cost of approximately $7,500,000 and will need a building expansion of approximately 60,000 square feet, at their existing complex of building located at 4330 - 4450 W. May Street. The building will be constructed by and leased from C & C Development, LLC. The building cost is estimated to be approximately $2,500,000. This brings the combined upcoming building and equipment expansion project to $10,000,000. The Company anticipates adding approximately 50 additional employees over the next several years due to this expansion.

We will proceed with preparation of the request for Industrial Revenue Bonds. We should schedule a meeting with yourself, Allen Bell, Bound Counsel and the Company. Please let us know of available time and dates. Also please advise us if their expansion project needs to be placed on the City Council agenda prior to beginning construction or if there is anything we need to do prior to submitting a formal request for Industrial Revenue Bonds and application for exemption to you.

Should you need additional information, please call.

Very truly yours,

Edward P. Dunn, Jr.

Edward P. Dunn, Jr.

cc: Rick Wolf, CEO
Atlas Aerospace, LLC
4425 W. May St
Wichita, KS 67209-2873

Exhibit B
Atlas Aerospace LLC Overview

Company Name: Atlas Aerospace, LLC
Address: 4425 W. May St, Bldg. A, Wichita, KS 67209
Phone: 316-942-7931
Contact Person: Rick Wolf
Title: CEO

Principal Owners and Officers:

Aerostructures Acquisition LLC .....Owner
Rick Wolf.....CEO
Tim Crimmins.....CFO

Description of Company:

Product Manufacturing Company was founded in 1947 as Product Engineering and Manufacturing Company, Inc. In 2000 Chris Lette purchased the business from Dale Havercraft and became known as Product Manufacturing Company. In 2007 Product Manufacturing Company was purchased by Atlas Aerospace LLC. At the time of the 2007 sale, Jennifer and Chris Lette retained ownership of all the real estate in a partnership entity, C & C Development, LLC, and leased-back the manufacturing facilities to Atlas Aerospace LLC.

Atlas Aerospace LLC is located in Wichita, Kansas and is a manufacturer of both new and replacement OEM parts and subassemblies for the business and commercial aircraft markets. Atlas operates through two divisions, Product Manufacturing Company (PMC) and Wichita Aerospace Spares (WASI).

Product Manufacturing Company (PMC) excels in close tolerance machining, sheet metal fabrication and the assembly of a broad range of aluminum, steel, titanium and exotic metal parts for the commercial aircraft, aerospace, and defense industries. PMC specializes in the high-speed machining of aluminum and complex CNC milling of hard alloys. Sheet metal details are fabricated using the most modern manufacturing techniques. Detailed components are assembled into higher level assemblies for customers. Our commitment to quality, delivery and discovering innovative and cost effective manufacturing processes has made us a leader in the machining industry. PMC has been awarded numerous designations including Boeing ISBA score Green-Glow, nominations for Boeing Supplier of the year in 1990, 1991 and 1992, certified by Cessna in 1953, certified by Boeing in 1959, and certified by Raytheon in 1962. The Company also became AS9100 certified in 2004 and AS9100 rev C certified in 2012.

The Company's vertical milling equipment combines the latest CNC vertical technology into lean manufacturing cells. This lean manufacturing enables them to continually reduce set-up times, cycle times and lead-times. The Company's vertical mills are capable of precision tolerances and high volume production. Product Manufacturing Company utilizes next-generation multi-axis turning centers with lathes and machining centers that fuse multi-dimensionality. Turning operations can be followed by real milling operations in one chucking, changeover setup is not required and major improvements are achieved in intensive processing. The Company routinely accepts parts that are "no-bid" by other competitors. The Company is an "integrated supplier" and is capable of medium to complex assemblies as well as kitting of major components. By utilizing state-of-the-art equipment, the Company is able to meet the customer’s complex manufacturing requirements.

Wichita Aerospace Spares is the leading provider of spare parts manufacturing, assembly and technology. Providing technically complex manufacturing solutions based on Quality, Manufacturing and real-time processes that guarantees manufacturing quality at user-definable levels. The WASI line of services, manufacturing, procurement, inventory management and consulting offers the highest definable manufacturing available for single parts production, multiple part production, and quality procurement processes assuring deliverable results.

Atlas Aerospace LLC’s customers include Boeing, Spirit Aerosystems, Hawker Beechcraft, Cessna, Bombardier, GE Engines and the US Navy. The Company is the sole supplier of certain parts to the US Navy. One hundred percent of the Company's sales are exported out of the State of Kansas.

Current Employment:

Atlas Aerospace LLC filed an EEO/AA Plan with the City of Wichita which is effective through May 10, 2013. Rick Wolf, CEO is the designated administrator of the Plan. A copy of the EEO certificate of compliance is attached at Exhibit F.

As a result of a of a 2007-2008 expansion on which an Industrial Revenue Bond property tax abatement was granted the Company has a final promised base employment of 265 employees. Prior to the 2012 expansion the Company had an average employment level of 286 employees.

Environmental Issues:

Atlas Aerospace LLC has not been responsible for any local pollution and we do not use hazardous chemicals in our manufacturing process. Our products do not create an environmental hazard when they are used. Materials used by the Company in the manufacturing process are water soluble synthetic coolants in our machines, no solvents or chemicals are used in the manufacturing process. Scrap and waste materials from the manufacturing process are collected and recycled.

Existing Facility:

Atlas Aerospace LLC's facility complex is currently located at 4330 through 4626 W. May in Wichita, Kansas. The present facilities are owned by C & C Development, LLC. C & C Development, LLC is owned 100% by Jennifer & Chris Lette who previously owned Product Manufacturing Company before selling it to Atlas Aerospace LLC in 2007. Prior to the current expansions the facility had approximately 281,440 square feet.

Taxes:

Atlas Aerospace LLC will seek a property tax exemption on real estate financed with the industrial revenue bonds. Should a payment in lieu of taxes (PILOT) be required we agree to make such payments.

Product Manufacturing Company (which was subsequently acquired by Atlas Aerospace LLC) received a 100% 5+5 year property tax exemption on a 2002 – 2003 expansion which included machinery and equipment of $1,876,619 for the years of 2004 – 2008 and a 36,325 square foot building expansion of $903,089 for the years of 2004 - 2013. The exemption was granted by the City of Wichita and BOTA Order 2004-69814-EDX.

Atlas Aerospace LLC received a 100% 5+5 year property tax exemption on a 2007 – 2008 expansion which included three buildings totaling 212,334 square feet building with an approximate cost of $8,550,000. The exemption is for the years of 2009 to 2018. The IRB & exemption was granted by the City of Wichita and COTA Order 2208-9195-IRB (The IRBX application relating to the property tax exemption is still pending).

Taxes (CONTINUED):

Below is the total of real estate and personal property taxes for the last three years paid by Atlas Aerospace LLC and C & C Development, LLC for the West May Street building complex.

	2011	2010	2009
Real Estate	$ 70,313	$ 70,175	$ 62,075
Personal Property	57,385	67,321	83,398
Total	$127,698	$137,496	$145,473

Financial:

Attached at Exhibit G are 2011 financial statements.

Competitors:

There are numerous machine shops in the Wichita and surrounding area that are similar in nature to Product Manufacturing Company. However, most of these shops do not have the diversity associated with Product Manufacturing Company.

The major competitors in the tri-county area (Sedgwick, Harvey, and Butler) area would include long established companies with the financial resources and management abilities to survive during the changing business climate of the 2000's. This group would include TECT Aerospace and Triumph Structure. The majority of the Company's direct competitors are foreign companies that are not located in the United States of America.

Exports:

Product Manufacturing Company exports 100% of its products out of the State of Kansas. The products are aircraft related and are sold to Boeing, Spirit Aerosystems, Hawker Beechcraft, Cessna, Bombardier, GE Engines and US Navy which are then exported out of Kansas.

Expansion Plans:

For 2012 Atlas Aerospace LLC anticipates an additional expansion of approximately 66,000 square feet with an estimated cost of $3,000,000 which will increase their manufacturing capabilities. Resurgence in the aerospace and aviation market and a trend toward outsourcing are driving opportunities for continued growth at Atlas Aerospace LLC. In order to keep pace with this growth, additional facilities are needed to house additional efficient equipment.

In order to achieve these goals, the Company will experience increases in employment, payroll costs and a need for additional capitol investment. The Company has financially committed significant resources to the expansion project. The Industrial Revenue Bonds will directly aid in financing the project and potentially spur additional growth. Additionally, the Industrial Revenue Bonds will provide new jobs to the City of Wichita and Sedgwick County, increase the sales tax base and bring additional new money into the state through sales exported out of Kansas.

Employment from Expansion:

Atlas Aerospace LLC plans on adding 40 new positions over the next three years as a result of the additional new buildings and equipment and the anticipated increase in sales volume from utilization of this new equipment. As a result of a of a 2007-2008 expansion on which an Industrial Revenue Bond property tax abatement was granted the Company has a final promised base employment of 265 employees. Prior to 2012 the Company had an average employment level of 286 employees. The current expansion will increase our promised base employment to 326 employees. All of these jobs will be full-time. The Company's average wage for the 2011 calendar years is $49,852. The 2010 Wichita MSA annual average wage for all NAICS codes excluding 336 is $36,801. The Wichita MSA wage standards for 2011 have not been released at the time this letter was prepared.

Cost of Expansion:

It is anticipated that the proceeds from the Series 2012 Bonds will be applied substantially as follows:

Total cost of buildings:	$3,000,000
Estimated costs of issuance and legal fees:	75,000
Contingency:	50,000
Total requested bonds:	$3,125,000

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Petition to renovate building facade at 700/704 East Douglas (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the petition and adopt the resolution.

Background: Since 2001, the City of Wichita has operated the Facade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. In 2009, the Façade Program was revised to require that private funding for overall project costs are at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner's ability to finance the project and assuming a market-based return on investment.

Player Piano Building, LLC (a development team including Dave Burk, Summit Holdings LLC and Mark Isley) has submitted the attached petition, as owners of 700/704 East Douglas, for special assessment financing under the Façade Program to finance exterior improvements to the building as part of a larger renovation project. The project has received Historic Preservation Board approval.

Analysis: The existing project includes the Great Plains Transportation Museum and the five story Player Piano building on Douglas Avenue on the east side of the rail corridor. The developer plans to renovate the building into 36 apartments and retain the museum. The overall project includes a $4,119,000 renovation, including extensive interior and exterior improvements to the building. The $395,000 facade project will include tuckpointing, repair and replacement of windows and doors and additional work to restore the building per historic guidelines.

The Office of Urban Development has reviewed financial information provided by the developer, including a pro forma cash flow analysis and a maximum loan amount based on an "as-built" appraisal of the property, and has determined that the project would not provide the developer a reasonable return on investment without using the City's Facade Improvement Program.

The Office of Urban Development has also conducted a background check on the applicant. The records were reviewed by Urban Development and the Law Department. The records did not reveal any negative information of concern or a risk to the City.

The first step in approving a façade improvement project includes approval of the petition by the City Council and adoption of the attached resolution, which makes a finding that the project is advisable and sets a public hearing to consider the adoption of a maximum assessment ordinance to legally assess the façade project costs to the property. Once the ordinance is adopted and all other conditions are met, the property owner can cause the improvements to be built with the City paying the construction draws.

Financial Considerations: The façade project requested is $395,000. The building is not eligible for the grant portion of the program.

When completed, the project will be financed by taxable general obligation special assessment bonds, paid as to principal and interest with special assessments levied against the improved property and backed by the full faith and credit of the City of Wichita. Included in the bond issue amount will be a financing contingency reserve equivalent to one year's debt service to mitigate risk and ensure the maximum assessment is not exceeded. In addition, the owner will provide a letter of credit to the City, as surety to protect the City against possible financial losses resulting from non-completion of the façade project, until the façade project is complete and special assessments can be placed on the property.

Goal Impact: This project addresses the Dynamic Core Area goal by facilitating improvements to a privately owned building in Old Town.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. The form of the petition and resolution has been approved by the Law Department.

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

Attachments: Petition and resolution.

RESOLUTION NO. 12-144 028001

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO AREA WALL ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FACADE IMPROVEMENTS TO THE PORTION OF 700 AND 704 EAST DOUGLAS AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS AVENUE AND AN EAST/WEST ALLEY 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 IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF FACADE IMPROVEMENTS TO THE PORTION OF 700 AND 704 EAST DOUGLAS AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS AVENUE AND AN EAST/WEST ALLEY IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Facade Improvements at 700 and 704 E. Douglas abutting public ways, including Douglas Avenue and an east/west alley.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Three Hundred Ninety Five Thousand Dollars ($395,000).

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:

> Lots Two (2), Four (4) and Six (6), EXCEPT the east two feet of Lot Six (6), on Douglas Avenue, in East Wichita, Sedgwick County, Kansas (commonly known as 700 and 704 East Douglas, Wichita, Kansas.

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.

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.

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on July 03, 2012, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. 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 8. 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 June, 2012.

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

RECEIVED

JUN 08 '12

CITY CLERK OFFICE

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Lots Two (2), Four (4) and Six (6), EXCEPT the east two feet of Lot Six (6), on Douglas Avenue, in East Wichita, Sedgwick County, Kansas (commonly known as 700 and 704 East Douglas, Wichita, Kansas.

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

(a) That it is in the public interest to construct improvements to area walls on public way or land abutting public ways consisting of face improvements to the portion of 700 and 704 East Douglas that abuts public ways, including abutting streets/right-of-way, East Douglas Avenue and an east/west alley.

(b) That the estimated and probable cost of the foregoing improvement being Three Hundred Ninety Five Thousand Dollars ($395,000), exclusive of the cost of interest on borrowed money, with Three Hundred Ninety Five Thousand Dollars ($395,000) payable by the improvement district and none payable by the City at Large.

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE

IMPROVEMENT DISTRICT

Lots Two (2), Four (4) and Six (6), EXCEPT the east two feet of Lot Six (6), on Douglas Avenue, in East Wichita, Sedgwick County, Kansas (commonly known as 700 and 704 East Douglas, Wichita, Kansas.

[SIGNATURES FOLLOW ON PAGES BELOW]

PLAYER PIANO BUILDING, LLC

By: _____
David Burk, Member

State of KANSAS)
County of SEDGWICK)

Signed or attested before me on JUNE 8, 2012 by DAVID BURK, member, Player Piano Building, LLC.

Lisa Ozbun
Notary Public

June 8, 2012
(Date)

(Seal)

LISA OZBUN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-2-15

My appointment expires: _____

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Resolution creating a fund balance policy for the Landfill Post-Closure Fund

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Adopt the resolution.

Background: Brooks Landfill was the municipal solid waste (MSW) landfill for Sedgwick County from the mid-1960's until 2001. Upon closure, the City is responsible for post-closure maintenance at this facility and future closed solid waste facilities owned and operated by the City. According to State and Federal regulations, the City is required to perform site maintenance, environmental monitoring, and any necessary remediation activities at the landfill for a period of thirty (30) years after closure. The City of Wichita currently maintains a Governmental Fund type (Special Revenue fund) to demonstrate compliance that funds are available to finance closure and post-closure expenditures for solid waste facilities owned and operated by the City.

Analysis: The definitions of governmental type funds (General Fund, Special Revenue Fund and Capital Project Fund) have been clarified by the Governmental Accounting Standards Board (GASB) pronouncement no. 54, effective January 1, 2012.

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes. To clarify the City's compliance with the GASB definition of restricted or committed, the City must adopt a resolution declaring that the balance in the Landfill Post Closure Fund will be used to fund, at a minimum, 85% of the annual financial assurance requirement.

Although the City has generally held reserves in the Post-Closure Landfill Fund between 90-100% of the projected liability, the level has recently been as low as 86.9% (2009). This resolution will clarify and codify current practice with enough of a buffer to accommodate an unusually difficult year. However, it could also have the effect of reducing flexibility for the use of the revenues for any other purpose for so long as the Special Revenue fund is maintained.

Financial Considerations: The Landfill Post-Closure Fund had a cash balance of $21,072,392 at December 31, 2011. The financial assurance requirement at December 31, 2011 is calculated at $23,150,179. Eighty-five percent (85%) of that financial assurance requirement is $19,677,652. The City would be in compliance with the proposed resolution.

Goal Impact: This action impacts the Internal Perspective goal by achieving to maintain the highest quality of financial reporting through compliance of financial pronouncements.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution.

Attachment: Resolution

RESOLUTION NO. 12-145

A RESOLUTION DECLARING THE NECESSITY TO MAINTAIN A BALANCE IN THE POST CLOSURE LANDFILL FUND AT A MINIMUM OF EIGHTY-FIVE (85%) OF THE ESTIMATED CLOSURE AND POST-CLOSURE LIABILITY, CALCULATED ANNUALLY BY THE DEPARTMENT OF FINANCE (CONTROLLER'S OFFICE);

WHEREAS, the governing body has operated solid waste facilities located within the limits of the City of Wichita; and

WHEREAS, such solid waste facilities require maintenance and monitoring functions at the site for thirty years (30) after the regulatory closure date; and

WHEREAS, the City shall satisfy the financial assurance requirement for closure and postclosure care by providing a trust fund, a surety bond guaranteeing payment, an irrevocable letter of credit or insurance policy, or by passing a financial test or obtaining a financial guarantee from a related entity, to guarantee the future availability of funds; and

WHEREAS, the City of Wichita has elected to utilize the local government financial test as specified in 40 CFR 258.74(f), adopted by reference for use in Kansas by K.A.R. 28-29-98 to satisfy the future availability of funds; and

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

SECTION 1. The governing body hereby declares it necessary to guarantee the future availability of funds by maintaining a minimum of 85% of the local financial test calculation in funds in the *Post-Closure Landfill Fund*.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

CITY OF WICHITA, KANSAS

By_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____

Gary E. Rebenstorf, City Attorney and Director of Law

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council Members

SUBJECT: Water Meter and AMR Replacement & Installation (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Authorize the project, approve the contract with National Meter and Automation, Inc., adopt the Resolution, and authorize the necessary signatures.

Background: During the public input phase of the 2011 Cost of Service Analysis, utility customers expressed significant frustration about the inaccuracy of water and sewer bills. This led to the City Council approving a contract with ARCADIS, INC. on December 20, 2011 to study the meter equipment, reading routes, and the billing system. Three improvement goals defined the study:

1) Eliminate Long- and Short-Reads (bills outside the normal 28-31 day cycle)
2) Eliminate Inaccurate Reads
3) Improve Customer Service

The consultant conducted a failure mode analysis to determine how the existing meter equipment contributed to the billing problems. It found that many meters failed due to age, model, conditions, or maintenance. These water meters were identified for replacement.

In addition, the study focused on new technology that can allow the utility to meet the three goals for improving customer bills. Options were presented regarding how to automate the meter reading function, which will ensure that weather and staff attrition can no longer affect the billing cycle. Other technology solutions were identified that will provide more robust usage data that can be used to conserve water and resolve customer disputes.

With a desired set of equipment and automated reading technology in mind, the City requested proposals to install and replace water meters and the automated meter reading devices (Encoder-Receiver-Transmitters, known as ERTs). The Selection Committee interviewed three firms and recommended that the City contract with National Meter and Automation, Inc. to begin the project.

Analysis: Staff is recommending National Meter and Automation, Inc. to install Badger meters and the Itron brand of Automated Meter Reading (AMR) devices. The vast majority of metering infrastructure currently in use in Wichita was made by these manufacturers. These brands have been very dependable over time. Transitioning to new brands of equipment would carry significant current and on-going cost.

The ARCADIS study analyzed costs for operations, maintenance, and capital equipment over the next 15 years. Those cost projections are included in the accompanying table.

15-YEAR COST PROJECTION		
	Current Manufacturers	**New Manufacturers**
O&M Costs	$10,846,144	$10,846,144
Capital Costs	$33,853,014	$43,835,194
Total Costs	**$44,699,158**	**$54,681,338**

It would cost the City $9,982,180 more to use manufacturers other than Badger meters and Itron due to the costs that have already been sunk in the system. That $10 million in increased costs means that customers would need to shoulder an additional 9.0% increase in rates if the City decides to use equipment not manufactured by Badger and Itron.

Another benefit to the selected technology is the ability to get hourly usage data for each customer. The automated reading technology would include a new style of ERT that transmits usage by hour. This new

information allows staff to detect likely leaks, resolve disputes with customers over usage patterns, and to provide customers with peak consumption trends that can allow for higher levels of water conservation.

As this program will require that modifications be made to more than 150,000 water meters, City staff plan on completing this project in phases over the next five years. The first year will focus on changing out meters and ERTs that have the highest rates of failure, including 208 meters manufactured before 1970 and one dating back as far as 1934. This will fix the areas with the highest levels of inaccuracy first before proceeding to newer equipment. At the end of 2016, it is anticipated that all meters would have been installed in the previous 15 years (which is the warranty period and normal lifespan) and will be synched into the automated meter reading system.

The Internal Auditor reviewed the selection process and verified that it complied with the City's procurement policies. Eight firms submitted proposals to complete this work. The Selection Committee recommended that National Meter and Automation, Inc. should be contracted due to its record of thorough meter and AMR installations, its high degree of quality control checks, and its costs. National Meter and Automation, Inc. has conducted meter changeouts of similar size. It has a strong record of properly installing the meters and automated meter reading devices, as well as repairing soil, water, and rodent problems in the meter pits. Equally as important is its quality assurance program – it will inspect and test every new piece of equipment after installation. National Meter offers the lowest cost of any proposer willing to inspect 100% of its installed equipment.

If the City Council initiates the project and authorizes a contract with National Meter and Automation, the City would be under contract for one year. Renewal options could be exercised in each of the next four years, provided that the contractor is sufficiently installing meters and AMR equipment.

Financial Considerations: The proposed contract for the current year totals $4,499,281. As this is the first of a five-year project, it is important to review the implications for the remaining years. Expenses for the ensuing four years would total $27,628,917, for a combined capital investment of $32,128,198.

The accompanying resolution and Notice of Intent initiates the $16,400,000 in funding available in the CIP for budget years 2011 and 2012. Future council action will be needed to initiate the remaining funds to complete this project.

The CIP has funds of $32,603,920 budgeted for this project through 2020, including $16.4 million through the end of this year. The project can be covered by the funds budgeted in the CIP. The rate models that have been previously presented cover this project, so proceeding with the contract will not require rate increases in addition to what has already been reviewed by the City Council.

The fully automated meter reading system is expected to reduce annual operating costs by as much as 52% compared to the current approach (which equates to about $1.1 million per year current dollars), while also capturing revenue currently being lost by inaccurate meters. It is anticipated that new meters could enhance accuracy by as much as 5%, which would generate as much as $3.5 million in new revenue each year.

Goal Impact: This water meter and AMR program serves the Efficient Infrastructure goal by investing in a meter system that accurately measures and reports water usage.

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

Recommendation/Action: It is recommended the City Council authorize the project, approve the contract with National Meter and Automation, Inc., adopt the Resolution, and authorize the necessary signatures.

Attachment: Contract with National Meter and Automation, Inc., bonding resolution, and Notice of Intent

C O N T R A C T

THIS AGREEMENT made and entered into this 19th day of June, 2012 by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as **"CITY"**, and **NATIONAL METER AND AUTOMATION, INC.** (Performance Vendor Code Number – 826913-001) whose principal office is at 1635 E. 37th Street North, Suite 6, Wichita, Kansas, 67219, telephone number (316) 217-2123, hereinafter known as the **"CONTRACTOR".**

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **National Meter And Automation, Inc.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Water Meter and AMR Replacement & Installation**, Formal Proposal – FP240028 for the Public Works & Utilities Department, Water Distribution Division in the City of Wichita, Sedgwick County, Kansas. The proposal package, plans, specifications and addenda provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FB240028, dated May 11, 2012 and the contractor's proposal, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on June 19, 2012, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **January 14, 2013**. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **National Meter And Automation, Inc.** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the

highest degree of safety to the public, and that **National Meter And Automation, Inc.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of eighteen (18) months from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. This warranty is in addition to the manufacturer's warranty for product from Itron, Inc. and Badger Meter, Inc. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR further agrees to provide the **CITY** unlimited access to its electronic database and all associated project and equipment images without any expense to the **CITY** whatsoever.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence
	$500,000 each aggregate

Property Damage Liability	$500,000 each occurrence $500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	$100,000 each accident

CITY shall pay **CONTRACTOR** the following amount for the contract work**:**

Furnish all labor, material and equipment for Water Meter and AMR Replacement & Installation, as per plans, specifications and addenda for Formal Proposal – FP240028 at unit pricing per EXHIBIT B which is included as part of this Contract.

TOTAL MAXIMUM CONTRACT AMOUNT: $4,499,281.00

Additional bid items will be incurred on a time and material basis in accordance with the **CONTRACTOR's** proposal and must be authorized in writing by CITY staff. Monthly invoices will be provided to the **CITY** by the **CONTRACTOR** and will be based on the number of meters and ERTs adequately installed, as well as billing rates for additional tasks.

The **CONTRACTOR** shall be entitled to payment of 95 percent of its progress

estimates every thirty (30) days during the prosecution of said improvement; 5 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

Changes to Scope. At any time after execution of this Contract, **CONTRACTOR** may request changes in services consisting of additions, deletions and revisions within the general scope of services being performed by **CONTRACTOR** under this Contract and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if the **CITY** has notified the **CONTRACTOR** of a change, the **CONTRACTOR** shall submit to the **CITY** within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Contract.

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

Site Access. During the term of this Contract, the **CITY** shall grant to or cause to be made available to the **CONTRACTOR** reasonable and necessary nonexclusive access to any location as necessary for purpose of allowing the **CONTRACTOR** to perform the Services and fulfill its obligations under this Contract. The **CITY** shall immediately notify the **CONTRACTOR** if the **CITY** is unable to obtain necessary access within a timely manner. Should the **CONTRACTOR** be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the location, then the **CONTRACTOR** will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all

causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

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

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

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

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

Options to Renew. The term of this contract shall be in effect from June 19, 2012 through June 30, 2013, with an option to renew for additional work on a time and materials basis under the same terms and conditions for up to four (4) additional one (1)

year periods, by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **CONTRACTOR**.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

Karen Sublett
City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

NATIONAL METER AND AUTOMATION, INC.

Signature

Print Signature Name

Title (*President or Corporate Officer*)

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Exhibit B

Proposed Pricing for First Year Implementation Plan

Public Works Utility Department
RFP No: FP240028
May 11, 2012

BID ITEMS

Description	Qty	Unit Cost	Proposed Price
Replace 40 W ERT's with 100 W ERT's and 5/8" Meter	6	$204.97	$1,229.82
Replace 40 W ERT's with 100 W ERT's and 3/4" Meter	11	$224.97	$2,474.67
Replace 40 W ERT's with 100W ERT's and 1" Meter	607	$234.47	$142,323.29
Total	624		$146,027.78
Replace 50 W & 50 W1 ERT's with 100 W ERT's and 5/8" Meter	2	$204.97	$409.94
Replace 50 W & 50 W1 ERT's with 100 W ERT's and 3/4" Meter	10	$224.97	$2,249.70
Replace 50 W & 50 W1 ERT's with 100 W ERT's and 1" Meter	443	$234.47	$103,870.21
Total	455		$106,529.85
Replace 60 W ERT's with 100 W ERT's and 5/8" Meter	5,573	$204.97	$1,142,297.81
Replace 60 W ERT's with 100 W ERT's and 3/4" Meter	2,319	$224.97	$521,705.43
Replace 60 W ERT's with 100 W ERT's and 1" Meter	3,940	$234.47	$923,811.80
Total	11,832		$2,587,815.04
Replace 2003 through 2005 Amco Meters add 100W ERT - 3/4"	212	$224.97	$47,693.64
Replace 2003 through 2005 Amco Meters add 100W ERT - 1"	1,902	$234.47	$445,961.94
Total	2,114		$493,655.58
Replace all Meters 1970 and older as identified in study. 5/8"	138	$204.97	$28,285.86
Replace all Meters 1970 and older as identified in study. 3/4"	35	$224.97	$7,873.95
Replace all Meters 1970 and older as identified in study. 1"	12	$234.47	$2,813.64
Replace all Meters 1970 and older as identified in study. 1 1/2"	2	$561.13	$1,122.26
Replace all Meters 1970 and older as identified in study. 2" M170 PD	8	$738.81	$5,910.48
Replace all Meters 1970 and older as identified in study. 2" Turbo	8	$986.67	$7,893.36
Replace all Meters 1970 and older as identified in study. 3" Turbo	3	$1,367.23	$4,101.69
Replace all Meters 1970 and older as identified in study. 4" Turbo	2	$1,700.57	$3,401.14
Total	208		$61,402.38
Add 100 W and replace 5/8" Meter	2,000	$204.97	$409,940.00
Add 100 W and replace 3/4" Meter	1,000	$224.97	$224,970.00
Add 100 W and replace 1" Meter	2,000	$234.47	$468,940.00
Total	5,000		$1,103,850.00
Grand Total	20,233		**$4,499,280.63**

Pricing is subject to Review 5/11/2013

Proposed Pricing for First Year Implementation Plan

Public Works Utility Department
RFP No: FP240028
May 11, 2012

OPTIONAL BID ITEMS

Description	Estimated Qty	Unit Cost	Proposed Price
Test Plug for M120 1 1/2" Meter	Each	$18.00	
Test Plug for M170 2" Meter	Each	$30.00	
Itron 100W ERT with 3 ports for accoustic leak detection - Adder Price	Each	$15.00	
Itron External ERT (TTL) Antennae (Booster Ant.)	Each	$22.00	
Rodent-proof Wire	Each	$11.50	
Record GPS Coordinates for each meter box - **Submeter**	Each	$2.50	
Drill hole in current meter box lid to mount ERT	Each	$2.50	
New lid with pre-drilled hole	Each	$14.50	
New Meter Box Only - Materials (Does NOT include Installation)	Each	$28.60	
New Meter Box Ring and Lid Only - Materials (Does NOT Include Installation	Each	$61.20	
Remove dirt & debris, clean meter and yoke	Each	$35.00	
Expose Meter Pits	Each	$35.00	
Replace Damaged Meter Pits (Labor and Installation ONLY)	Time and Material costs		
Emergency Repair to Service line/Setters	Time and Material costs		
Scheduled Repair to Service Line/Setters	Time and Material costs		
Minor Site Restoration	Time and Material costs		
Major Site Restoration	Time and Material costs		
Concrete (or Asphalt) Driveway Removed & Replaced	Time and Material costs		
DIGI Box for Customer to read their own meter with iPhone or iPad	Each	$150.00	

NATIONAL METER AND AUTOMATION, INC.

Pricing is subject to Review 5/11/2013

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $16,400,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-028) (the "Project"). The total costs of the Project are estimated to be sixteen million four hundred thousand dollars ($16,400,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed sixteen million four hundred thousand dollars ($16,400,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body

shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: _xxxxxx___

(Published in the Wichita Eagle, on _____, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $16,400,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-_____, duly adopted _____, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-028) (called the "Project"). The total costs of the Project are estimated to be sixteen million four hundred thousand dollars ($16,400,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $16,4000,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Ordinance amendments relating to Driving Under the Influence, Sections 11.38.150 and 11.38.155 of the Code of the City of Wichita, Driving on a Suspended License, Section 11.42.030 and creating Section 11.38.140 of the Code of the City of Wichita regarding Refusal to Submit to Alcohol Testing

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinances on first reading.

Background: The Kansas Legislature recently amended the state statutes regarding DUI offenses. The bill passed by the legislature makes a number of substantive changes to the state laws regarding DUI and Driving While Suspended offenses. The bill additionally creates a new criminal offense for the refusal to submit to a breath test upon request of a law enforcement office by repeat offenders.

Analysis: The proposed amendments:

1. Create a misdeamenor offense for offenders who refuse a breath test after they have previously been convicted of a DUI offense or previously refused a breath test. Only refusals and convictions occurring after July 1, 2001 may be considered. The penalty for this offense mirrors that of a conviction for a second DUI mandating a sentence of not less than 90 days nor more than one year imprisonment, and a fine not to exceed $1,750.00

2. Revise Section 11.42.030 regarding convictions for driving while suspended to bring it into compliance with the state statute which provides a minimum penalty for convictions of offenders who are suspended due to DUI or testing refusal convictions. The minimum penalty is ninety days imprisonment. The court may authorize work release or house arrest after the offender has served forty-eight hours in custody.

3. Revise Sections 11.38.150 and 11.38.155 regarding Driving Under the Influence of Alcohol to mirror the state statute. The amendments allow for certain convictions, at any time in the offender's lifetime for testing refusal, DUI in a Commercial Vehicle and Involuntary Manslaughter while driving under the influence to be considered as a prior conviction. Provisions allowing the municipal court judge to impound vehicles upon conviction are repealed, pursuant to the bill's amendments. Clarification is made regarding what types of convictions may be utilized by the court for sentencing purposes.

Financial Considerations: The amendments will result in an increase in jail fees assessed by the County for incarceration of offenders who are convicted of the charge of refusal of alcohol testing.

Goal Impact: Provide a Safe and Secure Community.

Legal Considerations: The amendments have been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading.

Attachment: Delineated and clean copies of the proposed ordinances.

First Published in The Wichita Eagle on June 29, 2012

6/12/12

ORDINANCE NO. 49-292

AN ORDINANCE AMENDING SECTIONS 11.38.150 AND 11.38.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING DRIVING UNDER THE INFLUENCE OF ALCOHOL

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

SECTION 1. Section 11.38.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

(a) No person shall operate or attempt to operate any vehicle within the city while:

(1) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle is .08 or more;

(2) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;

(3) The alcohol concentration in the person's blood or breath as shown by any competent evidence is .08 or more. For the purposes of this section, "any competent evidence" includes (1) Alcohol concentration tests obtained from samples taken three hours or more after the operation or attempted operation of a

vehicle, and (2) readings obtained from a partial alcohol concentration test on a breath testing machine;

(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or

(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

(b) Violation of this section is a misdemeanor. Upon a first conviction of a violation of this section, a person shall be sentenced to not less than 48 consecutive hours nor more than six months imprisonment or, in the court's discretion, one hundred hours of public service, and fined not less than $750.00 nor more than $1,000.00. The person convicted shall serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole. The court may place the person convicted under a house arrest program to serve the remainder of the sentence only after such person has served 48 consecutive hours' imprisonment.

(c) On a second conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year imprisonment and fined not less than $1,250.00 nor more than $1,750.00. The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours'

imprisonment; provided, such work release program requires such person to return to confinement at the end of the each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program, to serve the five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 120 hours.

(d) On a third offense, unless such person has a prior conviction which occurred within the preceding ten years, not including any period of incarceration, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than $1,750.00 nor more than $2,500.00. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least 90 days' imprisonment. The 90 days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires

such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 2,160 hours of confinement. Such 2,160 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program, to serve the ninety days imprisonment mandated by this subsection only after such person has served 48 consecutive hours imprisonment, the person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 2,160 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 2,160 hours.

(e) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendations made by the provider after such evaluation, unless otherwise ordered by the court.

(f) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(g) Any person convicted of violating this section who had one or more children under the age of fourteen years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

(h) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(i) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5.00 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(j) The court shall electronically report every plea of guilty or conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings or a complaint alleging a violation of this section to the Kansas Bureau of Investigation Central Repository. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the Division and Kansas Bureau of Investigation, a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of the state.

(k) For the purpose of determining whether a conviction is a first or second, in sentencing under this section:

(1) 'Conviction' includes (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in this section, Section 11.38.155 of the Code of the City of Wichita, K.S.A. 8-1567 or K.S.A. 8-2,411 (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in this section and (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in this section if committed off a military reservation in this state;

(2) Multiple convictions of any crime described in this section arising from the same arrest shall only be counted as one conviction;

(3) Only convictions for violating this section or the provisions of K.S.A. 8-1567 and amendments thereto occurring on or after July 1, 2001 shall be taken into account when determining the sentence to be imposed for a first or second offender. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversion occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(4) Any convictions for a violation of the following sections which occurred during a person's lifetime shall be taken into account, but only convictions occurring when such person was 18 years of age or older: (A) Refusing to submit to a test to determine the presence of alcohol or drugs as prohibited by Section 2 of 2012 House Substitute For Senate Bill 60 or Section 11.38.140 of the Code of the City of Wichita (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 11.38.155 of the Code of the City of Wichita; (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto; (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. 2011 Supp. 21-5405, and amendments thereto; and (E) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(5) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, or a state statute or ordinance which prohibits the acts of this section, and amendments thereto, only once during the person's lifetime.

(l) Suspension, restriction or suspension and restriction of the driving privileges of a person convicted of a violation of this section should be done in accordance with the provisions of K.S.A. 8-1014 and 8-1015, and amendments thereto.

(m) The court shall be authorized to order any person convicted of a violation of this section to pay restitution to any victim who has suffered loss due to the violation for which the person was convicted.

(n) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement established pursuant to K.S.A. 12-4413 et seq. and amendments thereto, shall not constitute plea bargaining.

(o) The alternatives set out in subsections (a)(1), (2) and (3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case of the fact finder.

(p) For the purpose of this section:

(1) *'Alcohol concentration'* means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath;

(2) *'Imprisonment'* includes any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the City Council.

(3) *'Drug'* includes toxic vapors.

(4) *'Toxic vapors'* are defined as including the following substances or products containing such substances: (a) Alcohols, including methyl, isopropyl, propyl or butyl; (b) Aliphatic acetates, including ethyl, methyl, propyl or methyl cellosolve acetate; (c) acetone; (d) Benzene (e) Carbon tetrachloride; (f) Cyclohexane; (g) Freons, including freon 11 and freon 12; (h) Hexane; (i) Methyl ethyl ketone; (j) Methyl isobutyl ketone (k) Naptha; (l) Perchlorethylene; (m) Toluene; (n) Trichloroethane; and/or Xylene.

(q) Should any court declare any subsection, clause or provision of this section to be unconstitutional, such decision shall affect only such subsection, clause or provision so declared unconstitutional and shall not affect any other subsection, clause or provision of this section.

(r) The Municipal Court shall have jurisdiction over a violation of this section occurring prior to July 1, 2011, and on or after July 1, 2006, which is concurrent with the jurisdiction of the district court for violation of K.S.A. 8-1567, and amendments thereto, not withstanding that the elements of this section

are the same as the elements of K.S.A. 8-1567, and amendments thereto, that would constitute, and be punished as a felony.

SECTION 2. Section 11.38.155 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

(a) No person shall operate any commercial motor vehicle, as defined in K.S.A. 8-2,128, and amendments thereto, within the city while:

(1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, as defined in paragraph (1) of subsection (f) of K.S.A. 8-1013, and amendments thereto, is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or

(3) Committing a violation of section 11.38.150, and amendments thereto.

(b) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than 48 consecutive hours nor more than six months imprisonment or, in the court's discretion, 100 hours of public service, and fined not less than $750.00 nor more than $1,000.00. The person convicted must serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.

(c) On a second conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and

fined not less than $1,250.00 nor more than $1,750.00. The person convicted must serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of the each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program, to serve five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement, shall not be counted as part of the 120 hours.

(1) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendment thereto. The person

shall be required to follow any recommendations made by the provider after such evaluation, unless otherwise ordered by the court.

(d) Any person convicted of a violation of this section who had one or more children under the age of 14 years in the vehicle at the time of the offense shall have such persons' punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

(e) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(f) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(g) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5.00 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not

later than one year after the fine is imposed or any an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(h) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of the section, the court shall request and shall receive from the: (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and (2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(i) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

(1) *'Conviction'* includes (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in this section, Section 11.38.150 of the Code of the City of Wichita, K.S.A. 8-1567 or K.S.A. 8-2,411 (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in this section and (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would

constitute a crime described in this section if committed off a military reservation in this state.

(2) Only convictions for violating Section 11.38.150 or the provisions of K.S.A. 8-1567 and amendments thereto occurring on or after July 1, 2001 shall be taken into account when determining the sentence to be imposed for a first or second offender. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversion occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(4) Any convictions for a violation of the following sections which occurred during a person's lifetime shall be taken into account, but only convictions occurring when such person was 18 years of age or older: (A) Refusing to submit to a test to determine the presence of alcohol or drugs as prohibited by Section 2 of 2012 House Substitute For Senate Bill 60 or Section 11.38.140 of the Code of the City of Wichita (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 11.38.155 of the Code of the City of Wichita; (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto; (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. 2011 Supp. 21-5405, and amendments thereto; and (E) aggravated vehicular homicide, K.S.A.

21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(5) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, or a state statute or ordinance which prohibits the acts of this section, and amendments thereto, only once during the person's lifetime.

(j) For the purpose of this section:

(1) *'Alcohol concentration'* means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breach.

(2) *'Imprisonment'* shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the City Council and

(3) *'Drug'* includes toxic vapors as such term is defined in K.S.A. 21-36a12, and amendments thereto.

(k) The court shall be authorized to order any person convicted of a violation of this section to pay restitution to any victim who has suffered loss due to the violation for which the person was convicted.

(l) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a

diversion agreement established pursuant to K.S.A. 12-4413 et seq. and amendments thereto, shall not constitute plea bargaining.

(m) The alternatives set out in subsections (a)(1), (2) and (3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case of the fact finder.

SECTION 3. These ordinances 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 June, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on June 29, 2012

06/12/12

ORDINANCE NO. 49-293

AN ORDINANCE AMENDING SECTION 11.42.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVING WHILE LICENSE SUSPENDED, CANCELED OR REVOKED AND REPEALING THE ORIGINALS OF SAID SECTION.

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

SECTION 1. Section 11.42.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Driving while license suspended, canceled or revoked.**

(A) It is unlawful for any person within the city to authorize or knowingly permit a motor vehicle owned by such person or under such persons control to be driven by any person who has no legal right to do so, or who does not have a valid driver's license;

(B) The clerk of the municipal court shall forward to the division a record of the conviction of any person in such court as soon as possible after such conviction on the following charges the first five of which require a mandatory revocation or suspension of the license:

(1) Driving a vehicle while under the influence of intoxicating liquor or drugs;

(2) Conviction or forfeiture of bail upon three charges of reckless driving, all within the preceding twelve months;

(3) Failing to stop after an accident resulting in death or injury to another person and disclosing such person's identity at the scene of the accident;

(4) Operating a vehicle while the license of such person is suspended or revoked;

(5) Refusing to submit to a breath test when requested to do so by a law enforcement officer;

(6) The violation of this title or any other traffic ordinance of the city, or the forfeiture of bail therefore, except times of parking, and the judge of the municipal court, where, in the judge’s opinion, the facts and circumstances warrant it, shall recommend to the division the suspension of the drivers license of the person so convicted.

(C) Any person who drives a motor vehicle on any street and/or alley in this city at a time when such persons privilege to do so is canceled, suspended or revoked or while such persons privilege to obtain a drivers license is suspended or revoked pursuant to K.S.A. 8-252, K.S.A. 8-286 or K.S.A. 8-252a, and amendments thereto, shall be guilty of a misdemeanor.

(D) The penalty for convictions of section (C) shall be as follows:

(1) Upon a first conviction except as provided by section (E), punishment by imprisonment of not more than six months, and a fine of

not more than one thousand five hundred dollars shall be imposed. Upon a first conviction, such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.

(2) Upon a second or subsequent conviction and except as provided by section (E), or section (D)(3), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.

(3) Upon a third or subsequent conviction and except as provided by section (E), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. The person convicted shall be sentenced to not less than ninety (90) days imprisonment and fined not less than one thousand five hundred dollars, if such person's privilege to drive a motor vehicle is canceled, suspended or revoked:

(a) Because such person refused to submit and complete any test of blood, breath or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;

(b) Because such person was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of

another state, which ordinance or law prohibits the acts prohibited by that statute, relating to motor vehicle liability insurance coverage;

(c) Because such person was convicted of vehicular homicide, K.S.A. 21-3405 prior to its repeal, or K.S.A. 21-5406 and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal or K.S.A. 21-5405(a)(3) and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle;

(d) Because such person was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute, relating to driving while being a habitual violator; or

(e) Pursuant to K.S.A. 8-286 and amendments thereto.

(4) The person convicted, and sentenced pursuant to the provisions of section (D)(3), shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment,

provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the minimum sentence only after such person has served forty-eight consecutive hours imprisonment.

(E) If a person:

(1) Is convicted of a violation of section (C) committed while the person's privilege to drive or privilege to obtain a drivers license was suspended or revoked for a violation of Section 11.38.150 of this Code, and amendments thereto, Section 11.38.140, or Section 11.38.155 of this Code and any amendments thereto, K.S.A. 8-1567, K.S.A. 8-2,144 or Section 2 of 2012 House Substitute for Senate Bill 60 and any amendments thereto or any law of the state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by these sections and

(2) is or has been convicted of a violation of Section 11.38.150, Section 11.38.155, or Section 11.38.140 of the Code of the City of Wichita of this Code, and amendments thereto, K.S.A. 8-1567, K.S.A. 8-2,144 or Section 2 of 2012 House Substitute for Senate Bill 60 and any amendments thereto or of any law of this state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by these sections, committed while the person's privilege to drive or privilege to obtain a drivers license was so suspended or revoked, the

person shall not be eligible for suspension of sentence, probation or parole until the person has served at least ninety days imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

(F) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction, conviction includes a conviction of a violation of any ordinance of any city or a law of this or any other state, or resolution of any county, which is in substantial conformity with section (C).

SECTION 2. The original of Section 11.42.030 and of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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 June, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on June 29, 2012

6/13/12

ORDINANCE NO. 49-294

AN ORDINANCE CREATING SECTION 11.38.140 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO REFUSAL OF ALCOHOL TESTING.

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

SECTION 1. Section 11.38.140 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

(a) It is unlawful for any person to refuse to submit to or complete a test or tests to determine the presence of alcohol or drugs deemed consented to under subsection (a) of K.S.A. 8-1001, and amendments thereto, if such person has:

(1) Any prior test refusal as defined in K.S.A. 8-1013, and amendments thereto, which occurred: (A) On or after July 1, 2001; and (B) when such person was 18 years of age or older; or

(2) any prior conviction for a violation of K.S.A. 8-1567 or K.S.A. 8-2,144, and amendments thereto, or Section 11.38.150 or Section 11.38.155 of the Code of the City of Wichita or a violation of an ordinance of any city or resolution of any county which prohibits the acts that such sections prohibit, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, which

occurred: (A) On or after July 1, 2001; and (B) when such person was 18 years of age or older.

(b) (1) Upon a first conviction, the person convicted shall be sentenced to not less than ninety (90) days nor more than one year's imprisonment and fined not less than $1,250 dollars nor more than $1,750 dollars. The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of one hundred twenty (120) hours of confinement. Such one hundred twenty (120) hours of confinement shall be a period of at least forty eight (48) consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program to serve the five days' imprisonment mandated by this subsection only after such person has served forty eight (48) consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The

offender shall serve a minimum of one hundred twenty (120) hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the one hundred twenty (120) hours;

(b)(2) Upon a second conviction, when the prior conviction occurred more than ten years preceding the date of the occurrence, the person shall be sentenced to not less than ninety (90) days nor more than one year's imprisonment and fined not less than $1,750 dollars nor more than $2,500 dollars. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety (90) days' imprisonment. The ninety (90) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 2,160 hours of confinement. Such 2,160 hours of confinement shall be a period of at least forty eight (48) consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program to serve the ninety (90) days' imprisonment mandated by this subsection

only after such person has served forty eight (48) consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 2,160 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 2,160 hours;

(c) In addition, prior to sentencing for any conviction pursuant to this section, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.

(d) Any person convicted of violating this section who had one or more children under the age of 14 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section or an ordinance which prohibits the acts that this section prohibits. Any enhanced penalty imposed shall not exceed the maximum sentence allow able by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

(e) For the purpose of determining whether a conviction is a first, second, third, fourth or subsequent conviction in sentencing under this section:

(1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or Section 11.38.150 of the Code of the City of Wichita or a violation of an ordinance of any city or resolution of any county which prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring: (A) On or after July 1, 2001; and (B) when such person was 18 years of age or older. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(2) any convictions for a violation of the following sections which occurred during a person's lifetime shall be taken into account, but only convictions occurring when such person was 18 years of age or older: (A) This section; (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 11.38.155 of the Code of the City of Wichita; (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto; (D) involuntary manslaughter while driving under the influence of alcohol or

drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. 2011 Supp. 21-5405, and amendments thereto; and (E) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(3) "conviction" includes: (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in this section, (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in this section and (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in this section if committed off a military reservation in this state

(4) it is irrelevant whether an offense occurred before or after conviction for a previous offense;

(5) multiple convictions of any crime described in this section arising from the same arrest shall only be counted as one conviction;

(6) the prior conviction that is an element of the crime of refusing to submit to a test to determine the presence of alcohol or drugs shall not be used for the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section and

shall not be considered in determining the sentence to be imposed within the limits provided for a first, second, third or subsequent offense; and

(f) As used in this section, "imprisonment" shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the City Council.

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 June, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED 6/12/12

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 11.42.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVING WHILE LICENSE SUSPENDED, CANCELED OR REVOKED AND REPEALING THE ORIGINALS OF SAID SECTION.

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

SECTION 1. Section 11.42.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Driving while license suspended, canceled or revoked.**

(A) It is unlawful for any person within the city to authorize or knowingly permit a motor vehicle owned by such person or under such persons control to be driven by any person who has no legal right to do so, or who does not have a valid driver's license;

(B) The clerk of the municipal court shall forward to the division a record of the conviction of any person in such court as soon as possible after such conviction on the following charges the first ~~four~~ <u>five</u> of which require a mandatory revocation or suspension of the license:

(1) Driving a vehicle while under the influence of intoxicating liquor or drugs;

(2) Conviction or forfeiture of bail upon three charges of reckless driving, all within the preceding twelve months;

(3) Failing to stop after an accident resulting in death or injury to another person and disclosing such person's identity at the scene of the accident;

(4) Operating a vehicle while the license of such person is suspended or revoked;

(5) Refusing to submit to a breath test when requested to do so by a law enforcement officer;

~~(5)~~ (6) The violation of this title or any other traffic ordinance of the city, or the forfeiture of bail therefore, except times of parking, and the judge of the municipal court, where, in the judge's opinion, the facts and circumstances warrant it, shall recommend to the division the suspension of the drivers license of the person so convicted.

(C) Any person who drives a motor vehicle on any street and/or alley in this city at a time when such persons privilege to do so is canceled, suspended or revoked or while such persons privilege to obtain a drivers license is suspended or revoked pursuant to K.S.A. 8-252, K.S.A. 8-286 or K.S.A. 8-252a, and amendments thereto, shall be guilty of a misdemeanor.

(D) The penalty for convictions of section (C) shall be as follows:

(1) Upon a first conviction ~~for a violation of section (C), and~~ except as provided by section (E), punishment by imprisonment of not

more than six months, and a fine of not more than one thousand five hundred dollars shall be imposed. Upon a first conviction ~~of section (C),~~ such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.

(2) Upon a second or subsequent conviction ~~of section (C),~~ and except as provided by section (E), or section (D)(3), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.

(3) Upon a third or subsequent conviction ~~of section (C),~~ and except as provided by section (E), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. The person convicted shall be sentenced to not less than ninety (90) days imprisonment and fined not less than one thousand five hundred dollars, if such person's privilege to drive a motor vehicle is canceled, suspended or revoked:

(a) Because such person refused to submit and complete any test of blood, breath or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;

(b) Because such person was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute, relating to motor vehicle liability insurance coverage;

(c) Because such person was convicted of vehicular homicide, K.S.A. 21-3405 prior to its repeal, or K.S.A. 21-5406 and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. ~~2006 Supp.~~ 21-3442, prior to its repeal or K.S.A. 21-5405(a)(3) and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle;

(d) Because such person was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute, relating to driving while being a habitual violator; or

(e) Pursuant to K.S.A. 8-286 and amendments thereto.

(4) The person convicted, and sentenced pursuant to the provisions of section (D)(3), shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at

least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment,

provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the minimum sentence only after such person has served forty-eight consecutive hours imprisonment.

(E) If a person:

(1) Is convicted of a violation of section (C) committed while the person's privilege to drive or privilege to obtain a drivers license was suspended or revoked for a violation of Section 11.38.150 of this Code, and amendments thereto, Section 11.38.140, or Section 11.38.155 of this Code and any amendments thereto, K.S.A. 8-1567, K.S.A. 8-2,144 or Section 2 of 2012 House Substitute for Senate Bill 60 and any amendments thereto or any law of the state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by these sections ~~Section 11.38.150~~, and

(2) is or has been convicted of a violation of Section 11.38.150 Section 11.38.155, or Section 11.38.140 of the Code of the City of Wichita of this Code, and amendments thereto, K.S.A. 8-1567, K.S.A. 8-2,144 or Section 2 of 2012 House Substitute for Senate Bill 60 and any amendments thereto or of any law of this state, ordinance of any city or

law of another state which ordinance or law prohibits the acts prohibited by these sections, ~~Section 11.38.150 and~~

~~(2)~~ is ~~or has been also convicted of a violation of Section 11.38.150 and amendments thereto, or K.S.A. 8-1567, K.S.A. 2,144 and amendments thereto, or of any municipal ordinance or law of any other state, which ordinance or law prohibits the acts prohibited by Section 11.38.150~~ committed while the person's privilege to drive or privilege to obtain a drivers license was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least ninety days imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

(F) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction, ~~in sentencing under section (C)~~ conviction includes a conviction of a violation of any ordinance of any city or a law of this or any other state, or resolution of any county, which is in substantial conformity with section (C).

~~(G) It shall be unlawful to operate a motor vehicle in this City while such person's driving privileges are revoked pursuant to K.S.A. 8-286 and amendments thereto.~~

~~(1) Upon a first conviction the person shall be sentenced up to one year in jail and up to a two thousand five hundred dollar fine. Such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.~~

~~(2) Upon a second conviction of section (G), such person shall be sentenced to punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.~~

~~(3) Any person found guilty of a third or subsequent conviction of section (G) shall be sentenced to punishment of not more than one year in jail and a two thousand five hundred dollar fine. The person convicted shall be sentenced to not less than ninety days imprisonment and fined not less than one thousand five hundred dollars. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the minimum sentence only after such person has served forty-eight consecutive hours imprisonment.~~

~~(H) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction in sentencing under section (G) conviction~~

~~includes a conviction of a violation of any ordinance of any city or a law of this or any other state, or resolution of any county, which is in substantial conformity with section (G).”~~

SECTION 2. The original of Section 11.42.030 and of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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 _____, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINATED 6/12/12

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 11.38.150 AND 11.38.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING DRIVING UNDER THE INFLUENCE OF ALCOHOL

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

SECTION 1. Section 11.38.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

(a) No person shall operate or attempt to operate any vehicle within the city while:

(1) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle is .08 or more;

(2) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;

(3) The alcohol concentration in the person's blood or breath as shown by any competent evidence is .08 or more. For the purposes of this section, "any competent evidence" includes (1) Alcohol concentration tests obtained from samples taken three hours or more after the operation or attempted operation of a

vehicle, and (2) readings obtained from a partial alcohol concentration test on a breath testing machine;

(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or

(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

~~(6) If the person is a habitual user of any narcotic, hypnotic, omnificent or stimulating drug.~~

(b) Violation of this section is a misdemeanor. Upon a first conviction of a violation of this section, a person shall be sentenced to not less than 48 consecutive hours nor more than six months imprisonment or, in the court's discretion, one hundred hours of public service, and fined not less than $750.00 nor more than $1,000.00. The person convicted shall serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole. The court may place the person convicted under a house arrest program ~~pursuant to section 249 of Chapter 136 of the 2010 Session Laws of Kansas, and amendments thereto~~, to serve the remainder of the ~~minimum~~ sentence only after such person has served 48 consecutive hours' imprisonment.

(c) On a second conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year imprisonment and fined not less than $1,250.00 nor more than $1,750.00. The person convicted shall serve at least five consecutive days' imprisonment before the person is granted

probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment; provided, such work release program requires such person to return to confinement at the end of the each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program ~~pursuant to Section 249 of Chapter 136 of the 2010 Session Laws of Kansas, and amendments thereto~~, to serve ~~the remainder of the minimum sentence~~ the five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 120 hours.

(d) On a third offense, unless such person has a prior conviction which occurred within the preceding ten years, not including any period of incarceration, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than $1,750.00 nor more than $2,500.00.

The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least 90 days' imprisonment. The 90 days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of ~~240~~ 2,160 hours of confinement. Such ~~240~~ 2,160 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program ~~pursuant to section 349 of chapter 136 of the 2010 Session Laws of Kansas, and amendments thereto~~, to serve the ~~remainder of the minimum sentence~~ ninety days imprisonment mandated by this subsection only after such person has served 48 consecutive hours imprisonment, the person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of ~~240~~ 2,160 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the ~~240~~ 2,160 hours.

(e) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a

provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendations made by the provider after such evaluation, unless otherwise ordered by the court.

(f) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(g) Any person convicted of violating this section who had one or more children under the age of fourteen years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

(h) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(i) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5.00 for each full hour spent by the person in the specified community service. The

community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

~~(j) Except as provided in paragraph (4), in addition to any other penalty which may be imposed upon a first conviction of a violation of this section, the court may order that the convicted person's motor vehicle or vehicles be impounded or immobilized for a period of one year and that the convicted person pay all towing, impoundment and storage fees or other immobilization costs.~~

~~(1) The court shall not order the impoundment or immobilization of a motor vehicle driven by a person convicted of a violation of this section if the motor vehicle had been stolen or converted at the time it was driven in violation of this section;~~

~~(2) Prior to ordering the impoundment or immobilization of a motor vehicle or vehicles owned by a person convicted of a violation of this section, the court shall consider, but not be limited to, the following:~~

~~a. Whether the impoundment or immobilization of the motor vehicle would result in the loss of employment by the convicted person or a member of such person's family; and~~

~~b. Whether the ability of the convicted person or a member of such person's family to attend school or obtain medical care would be impaired.~~

~~(3) Any personal property in a vehicle impounded or immobilized pursuant to this subsection may be retrieved prior to or during the period of such imprisonment or immobilization.~~

~~(4) As used in this subsection, the convicted person's motor vehicle or vehicles shall not include any vehicle leased by such person. If the lease on the convicted person's motor vehicle subject to impoundment or immobilization expires in less than one year from the date of the impoundment or immobilization, the time of impoundment or immobilization of such vehicle shall be the amount of time remaining on the lease.~~

~~(k)~~

(j) The court shall electronically report every plea of guilty or conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings or a complaint alleging a violation of this section to the Kansas Bureau of Investigation Central Repository. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the Division and Kansas Bureau of Investigation, a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of the state.

~~(l)~~ (k) For the purpose of determining whether a conviction is a first or second, in sentencing under this section:

(1) 'Conviction' includes (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in this section, Section 11.38.155 of the Code of the City of Wichita,

K.S.A. 8-1567 or K.S.A. 8-2,411 (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in this section and (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in this section if committed off a military reservation in this state; ~~being convicted of a violation of this section or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;~~

(2) Multiple convictions of any crime described in this section arising from the same arrest shall only be counted as one conviction;

~~'*Conviction*' includes being convicted of a violation of a law of this state or of another state, or an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance or resolution;~~

(3) Only convictions for violating this section or the provisions of K.S.A. 8-1567 and amendments thereto occurring on or after July 1, 2001 shall be taken into account when determining the sentence to be imposed for a first or second offender. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversion occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(4) Any convictions for a violation of the following sections which occurred during a person's lifetime shall be taken into account, but only convictions occurring when such person was 18 years of age or older: (A) Refusing to submit to a test to determine the presence of alcohol or drugs as prohibited by Section 2 of 2012 House Substitute For Senate Bill 60 or Section 11.38.140 of the Code of the City of Wichita (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 11.38.155 of the Code of the City of Wichita; (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto; (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. 2011 Supp. 21-5405, and amendments thereto; and (E) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

~~(4)~~ (5) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

~~(5)~~ (6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, or a state statute or ordinance which prohibits the acts of this section, and amendments thereto, only once during the person's lifetime.

(l) ~~(m)~~ Suspension, restriction or suspension and restriction of the driving privileges of a person convicted of a violation of this section should be done in

accordance with the provisions of K.S.A. 8-1014 and 8-1015, and amendments thereto.

(m) ~~(n)~~ The court shall be authorized to order any person convicted of a violation of this section to pay restitution to any victim who has suffered loss due to the violation for which the person was convicted.

(n) ~~(o)~~ No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement established pursuant to K.S.A. 12-4413 et seq. and amendments thereto, shall not constitute plea bargaining.

(o) ~~(p)~~ The alternatives set out in subsections (a)(1), (2) and (3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case of the fact finder.

(p) ~~(q)~~ For the purpose of this section:

(1) *'Alcohol concentration'* means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath;

(2) *'Imprisonment'* includes any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the City Council.

(3) *'Drug'* includes toxic vapors.

(4) *'Toxic vapors'* are defined as including the following substances or products containing such substances: (a) Alcohols, including methyl, isopropyl, propyl or butyl; (b) Aliphatic acetates, including ethyl, methyl, proply or methyl cellosolve acetate; (c) acetone; (d) Benzene (e) Carbon tetrachloride; (f) Cyclohexane; (g) Freons, including freon 11 and freon 12; (h) Hexane; (i) Methyl ethyl ketone; (j) Methyl isobutyl ketone (k) Naptha; (l) Perchlorethylene; (m) Toluene; (n) Trichloroethane; and/or Xylene.

(q) ~~(r)~~ Should any court declare any subsection, clause or provision of this section to be unconstitutional, such decision shall affect only such subsection, clause or provision so declared unconstitutional and shall not affect any other subsection, clause or provision of this section.

(r)~~(s)~~ The Municipal Court shall have jurisdiction over a violation of this section occurring prior to July 1, 2011, and on or after July 1, 2006, which is concurrent with the jurisdiction of the district court for violation of K.S.A. 8-1567, and amendments thereto, not withstanding that the elements of this section are the same as the elements of K.S.A. 8-1567, and amendments thereto, that would constitute, and be punished as a felony.

SECTION 2. Section 11.38.155 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

(a) No person shall operate any commercial motor vehicle, as defined in K.S.A. 8-2,128, and amendments thereto, within the city while:

(1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, as defined in

paragraph (1) of subsection (f) of K.S.A. 8-1013, and amendments thereto, is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or

(3) Committing a violation of section 11.38.150, and amendments thereto.

(b) ~~Violation of this section is a misdemeanor~~. Upon a first conviction of a violation of this section, a person shall be sentenced to not less than 48 consecutive hours nor more than six months imprisonment or, in the court's discretion, 100 hours of public service, and fined not less than $750.00 nor more than $1,000.00. The person convicted must serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.

(c) On a second conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than $1,250.00 nor more than $1,750.00. The person convicted must serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of the each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120

hours of confinement. Such 120 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program ~~pursuant to section 249 of chapter 136 of the 2010 Session Laws of Kansas, and amendments thereto~~, to serve ~~the remainder of the minimum sentence~~ <u>five days' imprisonment mandated by this subsection</u> only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement, shall not be counted as part of the 120 hours.

(1) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendment thereto. The person shall be required to follow any recommendations made by the provider after such evaluation, unless otherwise ordered by the court.

(d) Any person convicted of a violation of this section who had one or more children under the age of 14 years in the vehicle at the time of the offense shall have such persons' punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty

imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

(e) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(f) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(g) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5.00 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or any an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(h) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division.

Prior to sentencing under the provisions of the section, the court shall request and shall receive from the: (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and (2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(i) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

(1) 'Conviction' includes (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in this section, Section 11.38.150 of the Code of the City of Wichita, K.S.A. 8-1567 or K.S.A. 8-2,411 (B) conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another state which would constitute a crime described in this section and (C) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in this section if committed off a military reservation in this state

~~*'Conviction'* includes being convicted of a violation of a law of another state or an ordinance of any city or resolution of any county, which prohibits the acts that this section prohibits;~~

~~(2) Any convictions occurring during a person's lifetime shall be taken into account when determining the sentence to be imposed for a first, second, third or subsequent offender; and~~

(2) ~~(3)~~ Only convictions for violating Section 11.38.150 or the provisions of K.S.A. 8-1567 and amendments thereto occurring on or after July 1, 2001 shall be taken into account when determining the sentence to be imposed for a first or second offender. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversion occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(4) Any convictions for a violation of the following sections which occurred during a person's lifetime shall be taken into account, but only convictions occurring when such person was 18 years of age or older: (A) Refusing to submit to a test to determine the presence of alcohol or drugs as prohibited by Section 2 of 2012 House Substitute For Senate Bill 60 or Section 11.38.140 of the Code of the City of Wichita (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 11.38.155 of the Code of the City of Wichita; (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto; (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. 2011 Supp. 21-5405, and amendments thereto; and (E) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its

repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(5) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, or a state statute or ordinance which prohibits the acts of this section, and amendments thereto, only once during the person's lifetime.

(j) For the purpose of this section:

(1) *'Alcohol concentration'* means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breach.

(2) *'Imprisonment'* shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the City Council ~~the Board of County Commissioners or the governing body of a city;~~ and

(3) *'Drug'* includes toxic vapors as such term is defined in K.S.A. ~~2010 Supp.~~ 21-36a12, and amendments thereto.

~~(k) Whenever a Law Enforcement Officer has reasonable ground to believe a person has been driving a commercial motor vehicle in violation of the provisions of this section, such officer shall follow the procedures for notice, testing, and certification of test refusal or results as set forth in K.S.A. 8-2, 145 and amendments thereto.~~

~~(l) It shall not be a defense that the person did not understand the notices required by this section.~~

(k) The court shall be authorized to order any person convicted of a violation of this section to pay restitution to any victim who has suffered loss due to the violation for which the person was convicted.

(l) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement established pursuant to K.S.A. 12-4413 et seq. and amendments thereto, shall not constitute plea bargaining.

(m) The alternatives set out in subsections (a)(1), (2) and (3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case of the fact finder.

SECTION 3. These ordinances 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 _____, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____

Gary E. Rebenstorf
Director of Law

Agenda Item No. IV-9

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council Members

SUBJECT: Ordinance amendments to Title 4 of the Code of the City of Wichita pertaining to alcoholic liquor and cereal malt beverages.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve first reading of the ordinance.

Background: The 2012 Kansas Legislature passed Substitute for House Bill No. 2689 which was signed into law on May 25, 2012 and amends several state statutes pertaining to the regulation of alcoholic liquor and cereal malt beverage. The new legislation becomes effective on July 1, 2012 and requires certain ordinance amendments to bring the City Code into compliance with state law.

Analysis: Section 4.04.040 is amended to allow any person or entity licensed for retail liquor sales in the original package to conduct wine, beer and distilled spirits tasting on a licensed premises or adjacent premises. The proposed ordinance sets forth further amendments that allow the consumption of alcoholic liquor on the premises of both a licensed manufacturer and a licensed microdistillery, which is currently allowed on the licensed premises of a microbrewery and a farm winery. The amendment provides that all activities involving tastings and consumption of alcoholic liquor must be in accordance with state statutes as well as regulations of the division of alcoholic beverage control, and are not to be included in the state's prohibition against open saloons.

Sections 4.12.110 and 4.16.155 are amended to allow establishments licensed to sell alcoholic liquor and/or cereal malt beverage for consumption upon the licensed premises to sell individual drinks at different prices throughout the day. The amendments also allow such establishments to sell or serve beer or cereal malt beverage in pitchers containing no more than 64 ounces. These changes would allow for the return of what are commonly known as "happy hours," and clarifies the definition of "individual drink" to mean no more than eight ounces of wine, 32 ounces of beer or cereal malt beverage, or four ounces of a single spirit.

Financial Considerations: None.

Goal Impact: Enhance the Quality of Life by allowing for a wider variety of events to occur upon premises licensed to sell alcoholic liquor and cereal malt beverage. Enhance Pubic Safety by providing for consistent regulation of alcoholic liquor and cereal malt beverage consumption by the city and the state.

Legal Considerations: The amendment has been prepared and approved as to form by the Law Department.

Recommendation/ Actions: It is recommended that the City Council approve first reading of the ordinance.

Attachment: Copy of the proposed new ordinance.

First Published in The Wichita Eagle on June 29, 2012

06/12/2012

ORDINANCE NO. 49-295

AN ORDINANCE AMENDING SECTIONS 4.04.010, 4.04.040, 4.04.060, 4.12.110, 4.16.070, AND 4.16.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

SECTION 1. Section 4.04.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this title, have the meanings indicated in this section.

(a) 'Alcohol' means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) 'Alcoholic liquor' means alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

(c) 'Barrier' means any natural or manmade obstruction which precludes direct traffic, between a church or school and a private club, drinking

establishment or a place of business at which cereal malt beverages are sold and is of such a character that it completely separates such establishments, including parking facilities. Barriers include, but are not limited to~~,~~: rivers, railroad tracks, levees, and drainage ditches.

(d) 'Beer' modified, or limited by other words, means a beverage, containing more than three and two-tenths percent alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.

(e) 'Beneficial interest' shall not include any interest a person may have as owner, operator, lessee or franchise holder of licensed hotel or motel on the premises of which a club or drinking establishment is located.

(f) 'Bus' means every motor vehicle designed for carrying more than ten passengers and used for transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

(g) 'Caterer' means an individual, partnership or corporation which sells alcoholic liquor by the individual drink or domestic beer, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

(h) 'Cereal malt beverage' means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute, but does

not include any such liquor which is more than three and two-tenths percent alcohol by weight.

(i) ‘Cereal malt beverage retailer’ means any person who sells or offers for sale any cereal malt beverage for use or compensation and not for resale in any form.

(j) ‘Class A club’ means a premises which is owned or leased by a corporation, partnership, business trust or association, and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director, for the exclusive use of the corporation stockholders, partners, trust beneficiaries or associates (hereinafter referred to as "members"), and their families and guests accompanying them.

(k) ‘Class B club’ means a premises operated for profit by a corporation, partnership or individual to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

(l) ‘Club’ means a Class A or Class B club.

(m) ‘Crime of moral turpitude’ means a crime involving dishonesty.

(n) ‘Director’ means the Director of Alcoholic Beverage Controls of the Kansas State Department of Revenue.

(o) ‘Distributor’ shall have the meaning ascribed to it by K.S.A. 41-102 and amendments thereto.

(p) ‘Domestic beer’ means beer which contains not more than eight percent alcohol by weight and which is manufactured in this state.

(q) ‘Drink of alcoholic liquor’ means one individual serving of any beverage containing alcoholic liquor.

(r) ‘Drink of cereal malt beverage’ means one individual serving of any cereal malt beverage not to exceed twelve ounces.

(s) ‘Drinking establishment’ means premises which may be open to the general public over twenty-one years of age, where alcoholic liquor by the individual drink is sold.

(t) ‘Drinking establishment/restaurant’ means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold and which derive not less than thirty percent of its gross revenues from sales of food and beverages for consumption on such premises in a two month period. Failure on the part of the licensee to meet the thirty percent food sales criteria, or conviction of the licensee or any owner, officer, or employee of the licensee of any two violations of Section 4.16.130 of the City Code occurring on the licensed premises within one year shall result in the premises being reclassified as a drinking establishment as provided in Section 4.16.095(c) and any amendments thereto.

(u) ‘Drinking establishment/restaurant/event center’ means premises which may or may not be open to the public, are frequently rented out for public or private activities which are not repeated on a weekly basis, are not open to the public on a daily basis at times other than when an event is scheduled, and which derive at least thirty percent of its gross revenue from sales of food and beverages for consumption on the premises in a six-month period.

(v) ‘Employee’ means any person employed in the business of selling cereal malt beverages or alcoholic liquor by a licensee.

(w) ‘Food’ means any raw, cooked or processed edible substance or ingredient, other than alcoholic liquor or cereal malt beverage, used or intended for use or for sale, in whole or in part, for human consumption.

(x) ‘Gross revenues’ means only that income derived from cereal malt beverages, alcoholic liquor, and other food consumables.

(y) ‘Hotel’ has the meaning ascribed to it by K.S.A. 36-501 and amendments thereto.

(z) “Individual drink” means a beverage containing alcoholic liquor or cereal malt beverage served to an individual for consumption by such individual or another individual, but which is not intended to be consumed by two or more individuals. The term “individual drink” includes beverages containing not more than: (1) Eight ounces of wine; (2) thirty-two ounces of beer or cereal malt beverage; or (3) four ounces of a single spirit or a combination of spirits.

(aa) ‘Legal age for consumption of cereal malt beverage’ means twenty-one years of age.

(bb) ‘Licensee’ means any person to whom a current cereal malt beverages license has been issued by the city council, authorizing sale of cereal malt beverages and/or any person to whom a current club, drinking establishment, drinking establishment/restaurant, drinking establishment hotel, or caterer's license or temporary permit has been issued pursuant to this title and/or any person to whom a current club, drinking establishment, drinking establishment

hotel, or caterer's license, or temporary permit has been issued by the director of alcoholic beverage control pursuant to the Kansas Liquor Control Act, K.S.A. 41-101 et seq., and amendments thereto.

(cc) 'Manager' means the manager or assistant manager, or both, of any establishment licensed under this Title who is in charge of the daily operations of the establishment. A manager shall be deemed to be employed in connection with the dispensing, selling, mixing or serving of alcoholic liquor.

(dd) 'Manufacture' means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer or cereal malt beverage.

(ee) 'Manufacturer' shall have the meaning ascribed to it by K.S.A. 41-102 and amendments thereto.

(ff) 'Minor' means any person under twenty-one years of age.

(gg) 'Morals charge' means a charge involving prostitution or sodomy; pimping or promoting prostitution or sodomy; procuring any person; soliciting a child under eighteen year of age for any immoral act involving sex; rape; incest; indecent liberties with a child; gambling; illegal cohabitation; adultery; bigamy; a crime against nature; lewd and lascivious behavior; any violation of Chapter 5.26 of the Code of the City of Wichita and amendments thereto; or any violation of the Uniform Controlled Substances Act as set forth in K.S.A. 65-4101 *et seq.* and amendments thereto.

(hh) 'Off-premises business' means a business establishment which sells cereal malt beverages or alcoholic liquor in original unopened containers for consumption off of the licensed premises.

(ii) 'Original package' means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked, or capped, sealed and labeled by the manufacturer of alcoholic liquor or cereal malt beverage to contain and to convey any alcoholic liquor or cereal malt beverage.

(jj) 'Person' means any natural person, corporation, partnership, trust or association.

(kk) 'Place of business' means any place, except a tavern, at which cereal malt beverages and/or alcoholic liquor are sold.

(ll) 'Premises' means the specific area described in the license application and approved as the location upon which the cereal malt beverages and/or alcoholic liquor may be sold and/or consumed under the license.

(mm) 'Public assembly area' means the area of the licensed premises to which the general public has access for purposes including, but not limited to, food and drink consumption, entertainment, recreation, social functions or awaiting transportation.

(nn) 'Public place' means any place to which the general public has access and a right to resort for business, entertainment, or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks.

(oo) ‘Sale’ means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration; and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

(pp) ‘School’ means the use of a site for instructional purposes on an elementary or secondary level, including both public schools as well as private schools that have curriculums similar to those in public schools.

(qq) (1) ‘Sell at retail’ and ‘sale at retail’ refer to and mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licenses caterers or holders of temporary permits.

(2) ‘Sell at retail’ and ‘sale at retail’ do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a temporary permit.

(rr) ‘Special event’ means a picnic, bazaar, fair, festival or similar gatherings or events which have been issued a community event license pursuant to Chapter 3.11 of the Code of the City of Wichita, where a temporary permit for the sale of cereal malt beverages or alcoholic liquor is issued pursuant to regulations established by this title, and the Kansas Club and Drinking Establishment Act and amendments thereto.

(ss) ‘Spirits’ means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

(tt) 'Tavern' means any business establishment licensed to sell cereal malt beverages for consumption on the premises that derives in any one month of the calendar year less than fifty percent of its gross revenues from the sale of food for consumption on the premises.

(uu) 'Temporary permit' shall have the meaning ascribed to it by K.S.A. 41-2601 and amendments thereto.

(vv) 'To sell' includes to solicit or receive an order for, to keep or expose for sale and keep with intent to sell.

(ww) 'Wine' means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits or berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.

(xx) 'Wholesaler' means a distributor as defined by K.S.A. 41-2701 and amendments thereto."

SECTION 2. Section 4.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Consumption in public places prohibited. (a) (1) Except as otherwise provided herein, it is unlawful for any person within the corporate limits of the city to drink or consume alcoholic liquor upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways.

(2) Alcoholic liquor may be sold and/or consumed at a special event held on public streets, alleys, roads, sidewalks or highways, provided

that such streets, alleys, roads, sidewalks or highways have been closed to motor vehicle traffic by the City Council and when a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, for such event and the consumption of such alcoholic liquor at such event has been approved by the City Council pursuant to Section 3.11.065.

(3) No alcoholic liquor may be consumed inside or on motor vehicles while on public streets, alleys, roads or highways at such special event.

(4) No person shall remove any alcoholic liquor from inside the boundaries of a special event as designated by the City Council pursuant to Section 3.11.065. The boundaries of such event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such event.

(5) No person shall possess or consume alcoholic liquor inside the premises, licensed as a special event, that was not sold or provided by the licensee holding the temporary permit for such special event or an adjacent drinking establishment which has extended its licensed premises into and made a part of the licensed premises for such special event pursuant to K.S.A. 41-2645(e)(2) and amendments thereto.

(6) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within any special event without obtaining the approval of the City Council and

any and all necessary state and local permits for the sale or consumption of such alcoholic liquor.

(7) Each licensee selling alcoholic liquor for consumption on the premises of a special event for which a temporary permit has been issued shall be liable for violations of all laws governing the sale and consumption of alcoholic liquor.

(b) No person shall drink or consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by this title and by the Club and Drinking Establishment Act of the State of Kansas;

(2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto, takes place;

(3) In a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of such alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto take place;

(4) In private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto takes place; or

(5) On the premises of a manufacturer, microbrewery, microdistillery or farm winery, if authorized by K.S.A. 41-305, 41-308a, 41-308b or Section 2 of 2012 Substitute for House Bill 2689, and amendments thereto.

(6) Any person or entity who is licensed to sell alcoholic liquor in the original package at retail may conduct wine, beer and distilled spirit tastings on the licensed premises, or adjacent premises, monitored and regulated by the division of alcoholic beverage control as set forth in Section 3 of 2012 Substitute for House Bill 2689.

(c) No person shall drink or consume alcoholic liquor on public property except:

(1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes incidental thereto.

(2) In any state-owned or operated building or structure and on the surrounding premises, which is furnished to and occupied by any state officer or employee as residence.

(3) On premises licensed as a club or drinking establishment and located on property owned or operated by the Wichita Airport Authority.

(d) On property which has been specifically exempted by ordinance the title of which is vested in the City of Wichita.

(e) Any property located within the corporate limits of the City of Wichita that is under the control of the Kansas State Board of Regents and the Kansas State Board of Regents has exempted said property from the provisions of K.S.A. 41-719(c) and amendments thereto and said property is not used for classroom instruction.

(f) On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.

(g) Violation of any provision of this section is a misdemeanor punishable by a fine of not less than fifty dollars nor more than two hundred dollars or by imprisonment for not more than six months, or both."

SECTION 3. Section 4.04.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Open saloons prohibited. (a) It is unlawful for any person to own, maintain, operate or conduct, either directly or indirectly, an open saloon within the corporate limits of the city.

(b) For the purposes of this section, the words "open saloon" mean a place, public or private, where alcoholic liquor is sold or offered or kept for sale by drinks in any quantity of less than one hundred millimeters (3.4 fluid ounces) or sold or offered or kept for sale for the consumption on the premises where sold but does not include any premises where the sale of liquor is authorized by this title and by the Club and Drinking Establishment Act or, on and after January 1, 1988, any manufacturer, microbrewery, microdistillery or farm winery, if authorized by K.S.A. 41-305, 41-308a, 41-308b or Section 2 of 2012 Substitute for House Bill 2689, and amendments thereto.

(c) Any violation of the provisions of this section is a misdemeanor punishable by a fine of not more than five hundred dollars and by imprisonment for not more than ninety days."

SECTION 4. Section 4.12.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Hours of sale – Possession during excluded hours – Prohibited sales. (a) No cereal malt beverages may be sold, nor the premises on which a tavern is located be open or in use:

(1) Between the hours of twelve midnight and six a.m.; or

(2) On Sunday, except as may be authorized by Ordinance No. 47-466 for sale at retail of cereal malt beverage in the original package, and except in a place of business or special event which is licensed to sell cereal malt beverages for consumption on the premises and which derives

not less than thirty percent of its gross receipts from the sale of food for consumption on the premises;

(3) Nor shall any person, during excluded hours, except the operator of the place of business or tavern, have in his possession in such place of business or tavern, cereal malt beverages.

(b) Nothing in subsection (a)(2) of this section shall be construed to permit taverns to be open on Sunday.

(c) No retailer, or employee or agent of a retailer, licensed to sell cereal malt beverages for consumption on the premises shall:

(1) Offer or serve any free drink to any person;

(2) Offer or serve to any person a drink at a price that is less than the acquisition cost of the drink to the licensee;

(3) Sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or cereal malt beverage or the awarding of drinks as prizes;

(5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subdivisions (b)(1) through (4) of this subsection;

(6) Sell, offer to sell or serve any drink of cereal malt beverage for consumption off the premises;

(7) Recklessly allow or permit any person to remove a drink of cereal malt beverage or alcoholic liquor from the licensed premises.

(e) A retailer may:

(1) Offer free food or entertainment at any time;

(2) Sell, offer to sell and serve individual drinks at different prices throughout any day; or

(3) Sell or serve cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.

(f) Violation of any provision of this section is a misdemeanor and punishable by a fine of not more than five hundred dollars or imprisonment not to exceed one year or by both such fine and imprisonment.

(g) Violation of any provision of this act shall be grounds for suspension or revocation of the retailer's license as provided by this title.

(h) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices for all cereal malt beverages."

SECTION 5. Section 4.16.155 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"No drinks promotion, allowing removal of alcoholic liquor from certain licensed premises. (a) No club, drinking establishment, drinking establishment/restaurant or drinking establishment/restaurant/event center, caterer or holder of a temporary permit nor any person acting as an employee or agent thereof, pursuant to Title 4 shall:

(1) Offer or serve any free drink of cereal malt beverage or alcoholic liquor in any form to any person;

(2) Offer or serve to any person an individual drink at a price that is less than the acquisition cost of the individual drink to the licensee or permit holder;

(3) Sell, offer to sell or serve to any person an unlimited number of individual drinks during any set period of time for a fixed price, except at private functions not open to the general public or to the general membership of a club;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or cereal malt beverage or the awarding of individual drinks as prizes;

(5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subsections (a)(1) through (4);

(6) Sell, offer to sell or serve any drink of alcoholic liquor or cereal malt beverage for consumption off of t he licensed premises;

(7) Recklessly allow or permit any person to remove a drink of alcoholic liquor from the licensed premises or from the caterer's premises, except as allowed in subsection (c).

(b) A club, drinking establishment, drinking establishment/restaurant or drinking establishment/ restaurant/ event center, caterer or holder of a temporary permit may:

(1) Offer free food or entertainment at any time;

(2) Sell or deliver wine by the bottle or carafe;

(3) Sell, offer to sell and serve individual drinks at different prices throughout any day; or

(4) Sell or serve beer or cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.

(c) Notwithstanding the provisions in subsection (a), a class A club license, class B club license, drinking establishment, drinking establishment/restaurant or drinking establishment/ restaurant/event center shall allow the licensee to allow legal patrons of the club or drinking establishment to remove from the licensed premises one or more opened containers of alcoholic liquor, subject to the following conditions:

(1) It must be legal for the licensee to sell the alcoholic liquor in its original container;

(2) the alcoholic liquor must be in its original container;

(3) each container of alcoholic liquor must have been purchased by a patron and the alcoholic liquor in each container must have been partially consumed on the licensed premises;

(4) the licensee or the licensee's employee must provide the patron with a dated receipt for the unfinished container or containers of alcoholic liquor; and

(5) before the container of alcoholic liquor is removed from the licensed premises, the licensee or the licensee's employee must securely reseal each container, place the container in a tamper-proof, transparent bag which is sealed in a manner that makes it visibly apparent if the bag is subsequently tampered with or opened.

(d) Violation of any provision of this section is a misdemeanor and punishable by a fine of not more than five hundred dollars or imprisonment not to exceed six months or by both such fine and imprisonment.

(e) Violation of any provision of this act shall be grounds for suspension or revocation of the retailer's license as provided by Title 4.

(f) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices per individual drink for all individual drinks."

SECTION 6. The originals of Sections 4.04.010, 4.04.040, 4.04.060, 4.12.110, 4.16.070, and 4.16.155 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective on July 1, 2012 following publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of June, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. V-1

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: CUP2012-00008 Amendment to Parcel 4B of the Prairie Pond Plaza Commercial Community Unit Plan DP-273 to permit "vehicle and equipment sales" on property generally located northeast of the intersection of U. S. 54/400 Highway and South 143rd Street East. (District II)

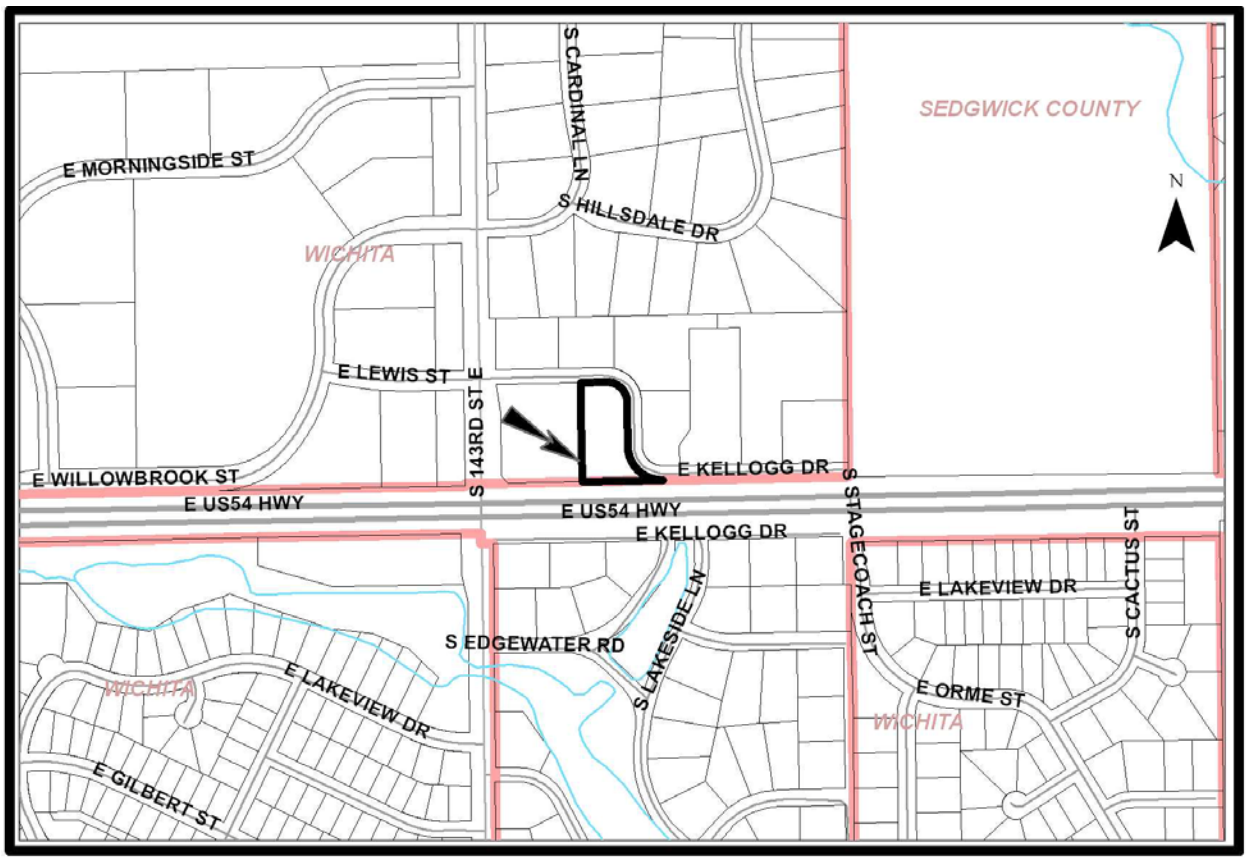
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendations: The Metropolitan Area Planning Commission recommends approval (7-3) subject to the development standards listed below.

MAPD Staff Recommendations: Planning staff recommends approval subject to the development standards listed below.

DAB Recommendations: The District Advisory Board recommends denial (7-2).



BACKGROUND: The applicant is seeking an amendment to Parcel 4b of the Prairie Pond Plaza Community Unit Plan (CUP) DP-273 to permit "vehicle and equipment sales, outdoor." Parcel 4b is zoned LC Limited Commercial ("LC") subject to the development standards contained in DP-273 that includes a prohibition against "vehicle and equipment sales, outdoor" (General Provision 22). Uses permitted in Parcel 4b, as well as the rest of the parcels within DP-273, except Parcel 3, "include uses defined by the limited commercial district, including, but not limited to: banks or financial institutions, assisted living, general retail and drive-thru restaurants. Restaurants that serve liquor can be developed as long as food is the primary service."

The application area contains 1.40 acres, and is located north of East Kellogg, approximately 389 feet east of North 143rd Street East. The subject site is currently undeveloped. Access from 143rd Street to the site is provided in two ways: Kellogg Drive and a private drive. Kellogg Drive, at this location, is a frontage road with 50 feet of full street right-of-way that exits 143rd Street eastward (354.56 feet north of Kellogg) along the north side of Parcels 4a, that contains the existing Quiktrip, and 4b, the application area, turns south, forming the eastern boundary of the application area, before it turns back east, and runs further east along the north side of Kellogg/U.S. 54/400 where it dead ends approximately 770 feet further east of the application area; at the eastern boundary of DP-273. The second point of access to the site is via a driveway that runs east from 143rd Street, just north of the Kellogg/U.S. 54/400 right-of-way through the Quiktrip parking lot, and connects with Kellogg Drive at the southeast corner of the subject site. The site does not have direct access to Kellogg/US 54/400.

The applicant's site plan depicts one point of access via a drive to East Kellogg Drive located on the east side of the property. The site plan also shows one building located on the northern end of the lot, approximately 45 feet from the site's northern lot line. A fence is shown encircling the site. The applicant's agent indicates it is a two-foot high railing designed to prevent ingress and egress to the site except at the proposed driveway. The site plan also shows a 35-foot building setback along the north and east property line but does not indicate building setback lines along the south and western property line. The existing CUP depicts a 35-foot building setback along the south property line and a 15-foot building setback along the west parcel line. Along the western border of the site plan there is a 98-foot by 7.28-foot indention. If that land is to be excepted from Parcel 4b for use by Parcel 4a, a revised CUP drawing and parcel calculations should be provided if this request is approved.

DP-273 contains 17.11 acres that are divided between eight other parcels and one reserve. Except for one parcel, Parcel 4a, all the parcels within DP-273 are vacant. Parcel 4a, located west of the subject property, is zoned LC subject to the development standards of DP-237, and is developed with a Quiktrip convenience store. (At an earlier time, the application area was part of a larger parcel but has since been divided to create Parcels 4a and 4b.) DP-273 has a row of parcels (Parcels 1A, 1B and 3 with a minimum lot depth of 185 feet) located north of subject site and Kellogg Drive that separates the subject tract from a single-family residential subdivision, the Park East Addition, zoned SF-5 Single-family Residential ("SF-5"), that is located north of DP-273. Land immediately to the east, across Kellogg Drive, is zoned LC, subject to the development standards of DP-273, and is undeveloped. Further east are approximately 78 acres zoned SF-20 Single-family Residential ("SF-20"), developed with a residence. Property to the south, across Kellogg/U.S. 54/400, is zoned SF-20, and is developed with large-lot residences, approximately 26,136 square feet. The closest vehicle sales to the application area that staff is aware of are located one mile to the west, west of 127th Street, and one mile to the east, southeast corner of 159th Street and U.S. 54/400 (Andover).

"Vehicle and equipment sales, outdoor" are permitted in the LC zoning district only with Conditional Use approval, subject to Supplementary Use Regulations, Article III, Section III.D.6.x and D.6.hh. Supplementary Use Regulation Section III-D.6.x indicates vehicle and equipment sales:

(1) Locations shall be contiguous to a major street.
(2) Visual screening of areas adjacent to residential zoning districts shall be provided to protect adjacent properties from light, debris and noise.
(3) All parking, outdoor storage and display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material.

(4) Lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring lot, unless evidence is presented the light source will be aimed or shielded such that the light source is not visible from the neighboring lot. Light sources shall be limited to 15 feet in height within 200 feet of residential zoning districts.
(5) No sound amplification system for projecting music or human voices shall be permitted on any property zoned NO or more intensive if the music and/or voices can be heard within any residential zoning district that is located within a 500-foot radius of the subject site. Outdoor speakers and sound amplification systems are not permitted.
(6) No repair work shall be conducted except in an enclosed building, and no fender or body work is allowed.
(7) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted.

With respect to development standards listed above: (1) The subject location is adjacent to a major street (U. S. 54/400). (2) The subject site is separated from SF-5 zoning located to the north by 235 feet of street right-of-way and LC zoned land that is required by General Provision 14 of DP-273 to provide a screening wall as each parcel develops. (3) Recommended condition of approval number 7 below mirrors that requirement. (4) Parcel 4b is located 213 feet from residential zoning to the south, 235 feet from the north; 445 feet to the east and 805 feet to the east; therefore, this development standard does not apply. (Parcel 4b is permitted by General Provision17 to have light poles up to 25 feet between the street wall line of the building and U.S. Highway 54; otherwise light poles are limited to 20 feet. General Provision 16 requires exterior lighting to be shielded to prevent light disbursement in all directions.) (5) Recommended condition of approval number 8 below mirrors that requirement. (6) Recommended condition of approval number 2 below mirrors that requirement. (7) Recommended condition of approval number 6 below mirrors that requirement.

For those lots zoned LC but located in a CUP, an amendment to the CUP takes the place of Conditional Use approval.

Signage is controlled by CUP General Provision No. 13 which states, in part, signs shall be in accordance with the Sign Code. Monument type signs are permitted along arterial roadways, spaced 150 feet apart. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions of movement are not permitted. No signs shall be allowed on the rear of any buildings. Freestanding monument signs are limited to a maximum height of 20 feet, except for Parcel 4a, which can have one monument type sign with a maximum height of 25 feet along the frontage of U.S. Highway 54. The maximum square footage of sign face allowed in Parcel 4b shall not exceed 80% of lot frontage.

All parcels are required to share similar parking lot lighting elements, and are to be shielded to prevent light disbursement in all directions. Parcel 4b is permitted to have light poles up to 25 feet between the street wall line of the building and U.S. Highway 54; otherwise light poles are limited to 20 feet (General Provisions No. 16 and 17). Exterior audio systems that project sound beyond the boundary of the CUP are prohibited (General Provision No. 20). All building exteriors within the CUP shall share consistent architectural design, earth tone colors and textures, unless waived as outlined in General Provision No. 23. Parcel 4b shall maintain compatibility with either Parcel 4a or Parcels 1a, 1b, 1c and 2 as a group (General Provision No. 23).

Analysis: On April 19, 2012, the MAPC reviewed the application. At least eight citizens spoke in opposition to the request. The citizens who spoke in opposition expressed concern with semi-tractor- trailer trucks that park on the U. S. 54/400 frontage road in order to patronize the Quiktrip store or to sleep and they leave their engines running and/or their lights on for extended periods. On one stretch of the frontage road the trucks could be facing north with their lights points straight at the rear of the homes. The noise from trucks left running can be, according to the speakers, heard loud enough at the residences to the north to be bothersome. There was also general displeasure with the fact a screening wall has not been built on the common property line located between the undeveloped LC zoned lots located north of Quiktrip lot and the

application area and the single-family residences located further north. Planning staff is advised that screening and buffer walls are not required to be installed on a given lot until a building permit is pulled for that particular lot. Other concerns mentioned included the fact that traffic backs up on southbound 143rd Street lanes from the traffic light at 143rd and U. S. 54/400 making it difficult to exit from the neighborhood and the Quiktrip site; and the increased number of accidents at the intersection.

The MAPC voted (7-3) to approve the application subject to the following amended staff recommendations:

1. DP-273 is amended to permit "vehicle and equipment sales, outdoor" on Parcel 4b only. The site shall be developed, operated and maintained in compliance with the approved site plan and all applicable local, state and federal regulations, including, but not limited to the zoning code, landscape ordinance and sign code, unless specifically modified by the development standards of DP-273 or by other approved adjustment or amendment.

2. No automotive service or repair work shall be done on the site unless it is entirely within a building. No body or fender work shall be permitted without first obtaining "GC" General Commercial zoning.

3. If required, the applicant shall submit a revised site plan for review and consideration for approval by the Planning Director, prior to the issuance of a building permit within one-year of approval by the MAPC or the City Council.

4. Landscaping per city code, and as shown on an approved landscape plan, shall be installed prior to obtaining an occupancy permit. The applicant shall submit a landscape plan for consideration of approval by the Planning Director prior to obtaining an occupancy permit.

5. A parking barrier, such as a heavy rail type, shall be installed along all perimeter boundaries adjacent to streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public right-of-way.

6. No temporary display signs are permitted, including the use of commercial flags, banners, portable signs, pennants, streamers, pinwheels, string lights, bunting, search lights, balloons or similar devices.

7. There shall be no use of elevated platforms for the display of vehicles. All vehicles for sale or for repair must be on a concrete, asphalt or an approved all weather surface.

8. No outdoor amplification system shall be permitted.

9. No outside storage of salvaged vehicles or vehicles waiting for repair shall be permitted in association with this use. Outside storage of parts, including tires, associated with the "car repair, limited," operation shall be within a 6-foot solid screened area.

10. Lighting standards shall be as outlined in General Provisions 16 and 17 of DP-273.

11. All trash receptacles, oil containers or any similar type of receptacles for new or used petroleum products or trash shall have solid 6-foot screening around it. The gate shall be of similar materials as the screening.

12. Driveway location shall be reviewed and approved by the Traffic Engineer prior to obtaining a building permit.

13. All improvements shall be completed within one-year of the approval of this amendment by the MAPC or the City Council. No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.

14. Hours of operation are limited to 9:00 a.m. to 8:00 p.m. and the idling of tractor-trailers

associated with the vehicle and equipment sales business is prohibited.

15. Four copies of the approved CUP drawing shall be submitted to MAPD staff within sixty days of final approval.

At the District Advisory Board (DAB) II meeting held on May 7, 2012, the DAB voted to deny (7-2) the request. Several citizens were present at the meeting and commented on the proposed development. The citizens who spoke cited many of the same issues noted at the MAPC hearing.

The Unified Zoning Code permits an action taken by the MAPC regarding a CUP amendment not associated with a zone change to be appealed by an aggrieved person. If an appeal is filed, then the proposed CUP amendment must be forwarded to the City Council for final consideration. In this instance, seventy-eight appeals were filed (see attached map). However, unlike a protest associated with a zone change that triggers a three-fourths majority vote by City Council to approve the request, an appeal of an amendment to a CUP can be approved by a simple majority vote.

This application was originally heard by the City Council on June 5, 2012. At the June 5, 2012, City Council meeting the action of the City Council was to continue consideration of the application on June 19, 2012. In between City Council meetings staff was asked to set up an additional meeting between interested property owners and the applicant.

Financial Considerations: Approval of the request will not create any atypical financial considerations to the City.

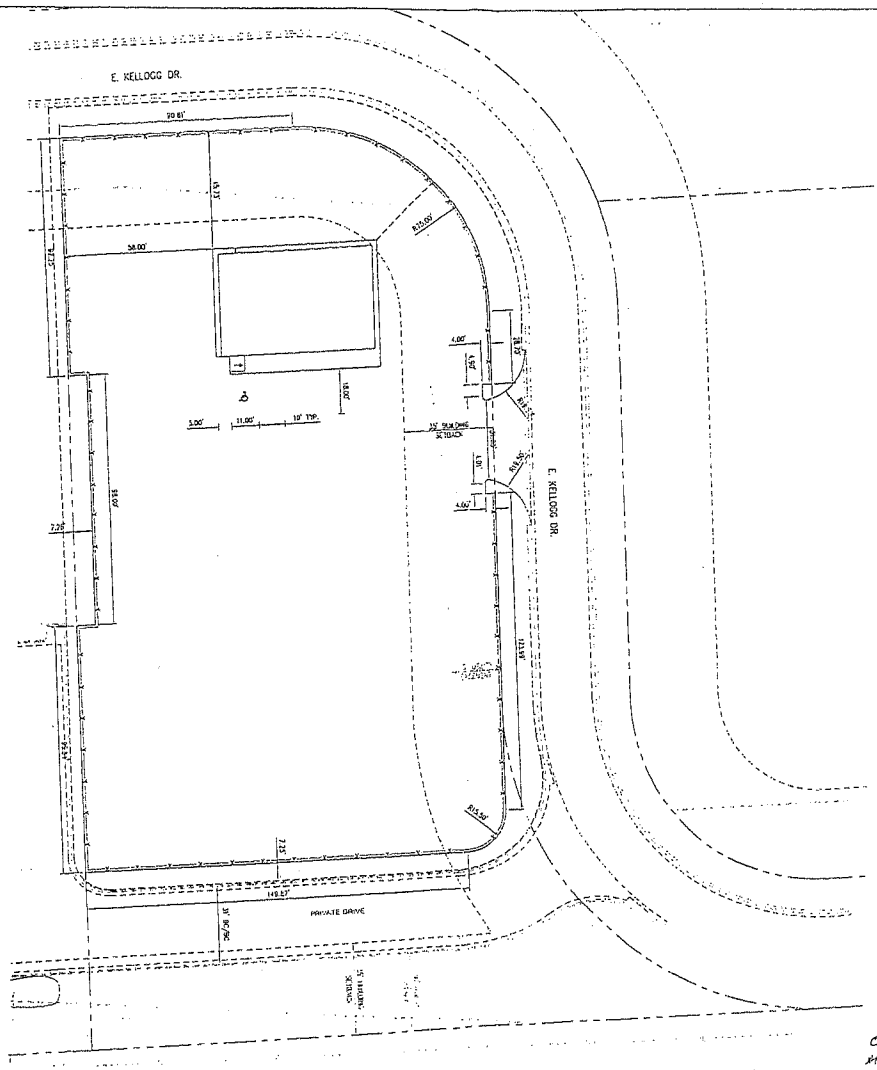
Goal Impact: Approval of the request will promote Economic Vitality.

Legal Considerations: The request has been reviewed by legal staff. There are not any ordinances or resolutions associated with this application.

Recommendation/Actions:

1) Adopt the findings of the MAPC and approve the amendment to the CUP to permit vehicle and equipment sales, subject to the MAPC recommended conditions of approval; (simple majority vote); 2) deny the request (two-thirds majority vote to override the MAPC recommendation) or 3) return the application to the MAPC for reconsideration (simple majority vote).

Attachments: Site plan, CUP drawing, MAPC minutes, DAB minutes, appeals map, GaryAce e-mail, Agrammy e-mail, Dieker e-mail, the moores e-mail, Franco memo.



REV.	DESCRIPTION	DATE

GRAPHIC SCALE
20' 0 20'
(IN FEET)
1"=20'

PROPOSED DRAINAGE IMPROVEMENTS

TO SERVE
INTEGRITY AUTO

14404 E. KELLOGG DR.
WICHITA, SEDGWICK COUNTY, KANSAS

CERTIFIED ENGINEERING DESIGN, P.A.
CIVIL ENGINEERING

CED

1935 WEST MAPLE
WICHITA, KANSAS 67213
PH.(316)262-8808 FAX.(316)262-1669

MARLAN DALE FORAKER
LICENSED
10891
KANSAS
PROFESSIONAL ENGINEER

PROJECT NO.: 20112011
ISSUE DATE: 02/01/2011
CONTACT: H. FORAKER, L. MILLS
CHECKED BY:

SITE DIMENSION PLAN

ONE CALL
KANSAS

CUP 2012-08
MAPC 4-19-12
WCC 6-5-12

SITE PLAN

CUP 2012-08

COMMUNITY UNIT PLAN

PRAIRIE POND PLAZA

DP - 273

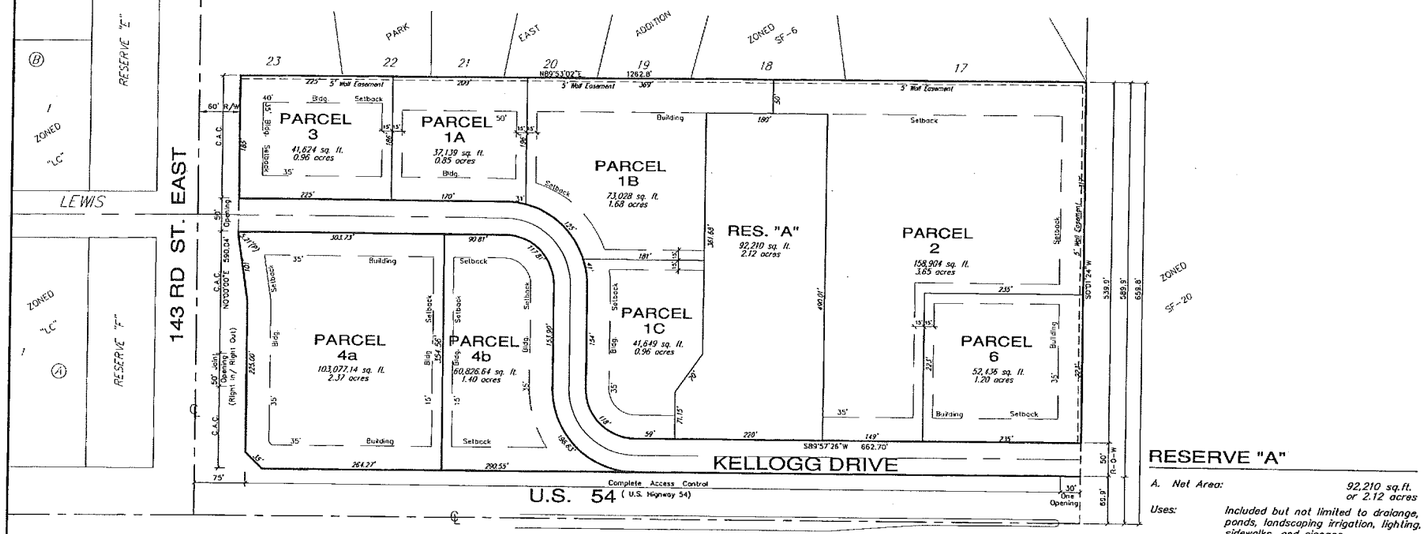
DP-273
Per Admin Adjustments 03-21-08; 09-30-08
See Memo to File 01-04-05

APPROVED CUP

MAPC 05-06-04 DM

WCC 06-08-04 DM

MAPD Long 1 of 2



RESERVE "A"

A. Net Area: 92,210 sq.ft. or 2.12 acres

Uses: Included but not limited to drainage, ponds, landscaping irrigation, lighting, sidewalks, and signage.

PARCEL 1A

A. Net Area: 37,139 sq.ft. or 0.85 acres

B. Maximum Building Coverage: 11,142 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 12,999 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: One (1)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 1B

A. Net Area: 73,028 sq.ft. or 1.68 acres

B. Maximum Building Coverage: 21,908 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 25,560 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: One (1)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 1C

A. Net Area: 41,649 sq.ft. or 0.96 acres

B. Maximum Building Coverage: 12,495 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 14,577 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: One (1)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 2

A. Net Area: 158,904 sq.ft. or 3.65 acres

B. Maximum Building Coverage: 47,671 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 55,616 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: Three (3)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 3

A. Net Area: 41,624 sq.ft. or 0.96 acres

B. Maximum Building Coverage: 12,487 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 14,568 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: One (1)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 4A

A. Net Area: 103,077.14 sq.ft. or 2.37 acres

B. Maximum Building Coverage: 30,923 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 36,077 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: Two (2)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 4B

A. Net Area: 60,826.64 sq.ft. or 1.40 acres

B. Maximum Building Coverage: 18,248 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 21,289 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: One (1)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

PARCEL 5

Parcel 5 is deleted.

PARCEL 6

A. Net Area: 52,436 sq.ft. or 1.20 acres

B. Maximum Building Coverage: 15,730 sq.ft. or 30 percent

C. Maximum Gross Floor Area: 18,352 sq.ft.

D. Floor Area Ratio: 35 percent

E. Maximum Number of Buildings: One (1)

F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.

G. Setbacks: See Drawing

H. Access Points: See Drawing

LEGAL DESCRIPTION

A tract in the West Half of the Southwest Quarter (W/2 SW/4) of Section 24, Township 27 South, Range 2 East of the 6th P.M., in Sedgwick County, Kansas, described as follows: BEGINNING at the Southwest corner of the Southwest Quarter (SW/4) of said Section 24; thence North, along the West line, 658.3 feet; thence East 1317.8 feet, more or less, to a point on the East line of the West Half of the Southwest Quarter (W/2 SW/4), which is 659.8 feet North of the Southeast corner of said West Half of the Southwest Quarter (W/2 SW/4); thence South 659.8 feet; thence West, along the South line of said Southwest Quarter, to the POINT OF BEGINNING except that portion taken for street right-of-way.

GENERAL PROVISIONS:

1. Total Land Area: 745,107 sq.ft. or 17.11 acres

2. Net Area: 673,741 sq.ft. or 15.47 Acres

3. Parking shall be provided in accordance with the Standards of the Unified Zoning Code.

4. Setbacks are as indicated on the C.U.P. drawing, or as specified in the parcel descriptions. If contiguous parcels are to be developed under the same ownership, setbacks between those parcels will not be required.

5. A Drainage Plan shall be submitted to City Engineering for approval. Required guarantees for drainage shall be provided at the time of platting improvements.

6. Transportation Improvements:

(A) The applicant shall agree to share the cost of the following improvements, with details to be determined at time of platting. Access controls: dual southbound left turn lanes from 143rd to Kellogg, dual left turn lanes from Kellogg to 143rd, exclusive southbound right turn lane from 143rd to Kellogg, exclusive westbound right turn lane from Kellogg to 143rd and traffic signal modification at 143rd Street East and Kellogg.

(B) Access controls shall be in accordance with the Access Management Policy.

(C) A site plan shall be required for review and approval by the Planning Director prior to the issuance of any building permits; the site plan shall ensure internal circulation within the parcels and joint use of ingress/egress openings and that private drive openings are not impacted/blocked by the layout of parking stalls or landscaping.

GENERAL PROVISIONS (Cont):

7. Prior to issuing building permits, a plan for a pedestrian walk system shall be submitted and approved by the Planning Director. This walk system shall link sidewalks along 143rd and between the proposed buildings as determined necessary by the Planning Director.

8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

9. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.

10. All property included within this C.U.P. and zone case shall be platted within one year after approval of this C.U.P. by the Governing Body, or the cases shall be considered denied and closed. The resolution establishing the zone change shall not be published until the plat has been recorded with the Register of Deeds.

11. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-273) includes special conditions for development on this property.

12. The applicant shall submit 4 revised copies of the C.U.P. 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.

13. Signs shall be in accordance with the Sign Code of The City of Wichita with the following conditions:

A. As the frontage develops along the arterial roadways, monument type signs shall be spaced a minimum of 150' apart, irrespective of how land is leased or sold.

B. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions of movement are not permitted.

C. Portable and off-site signs are not permitted.

D. Window display signs are limited to 25% of the window area.

E. No signs shall be allowed on the rear of any buildings.

F. All freestanding signs must be monument type and shall have a maximum height of 20 feet, except for Parcels 4a, which can have one monument type sign with a maximum height of 25 feet along the frontage of U.S. Highway 54. The maximum square footage of sign face allowed in Parcels 1a, 1b, 1c, 2, 3, 4a, 4b, 5, & 6 shall not exceed 80% of lot frontage.

14. Screening

A Masonry Wall (8') high shall be provided along the north property line. A (6') high wall shall be constructed along the east property line. The wall will be constructed as each parcel develops.

15. Access Controls shall be as shown on the plan, with the total number of access points being as follows:

143rd St. East: 2 Points of Access

A. Access to U.S. 54 Highway shall be limited to one opening on the east 30 feet of Parcel 6. This shall be a shared opening with the land owner to the east. The owner will agree to dedicate half-street right-of-way for the access drive. There shall be complete access controls on the remaining U.S. 54 Highway frontage.

B. The Kansas Department of Transportation reserves the right to close the crossover median in U.S. 54 Highway at the East line of this C.U.P. at such time as they deem necessary.

C. At such time as the proposed Kellogg Drive is constructed from 143rd St. East and 159th St. East the Kansas Department of Transportation shall have the right to close the 30' access opening along the east line of this C.U.P. from U.S. 54 Highway.

16. All exterior lighting shall be shielded to prevent light disbursement in all directions.

17. All parcels shall share similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.).

A. Limited height of light poles to 14 feet within 100 feet of abutting residential-zoned property, and 20 feet on the remainder of the tract except for Parcels 4a and 4b, which shall be allowed a maximum height of 25 feet between the street wall line of the building and U.S. Highway 54 (Kellogg).

18. Utilities shall be installed underground on all parcels.

19. Landscaping for this site shall be required as follows:

A. Development of all parcels within the C.U.P. shall comply with the Landscape Ordinance of the City of Wichita.

B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.

C. A financial guarantee for the plant material approved on the landscape plan for that portion of the C.U.P. being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.

D. The landscape buffer along the northern property line shall be 1.5 times the landscape buffer requirement of the City of Wichita Landscape Ordinance.

20. Exterior audio systems that project sound beyond the boundaries of the C.U.P. are prohibited.

21. Fire lanes shall be in accordance with the Fire Code of the City of Wichita. No parking shall be allowed in said fire lanes, although they may be used for passenger loading and unloading. The Fire Chief or his designated representative shall review and approve the location and design of all fire lanes. Fire hydrant installation and paved access to all building sites shall be provided for each phase of construction prior to the issuance of building permits.

22. Permitted Uses:
Permitted uses within parcels 1a, 1b, 1c, 2, 4a, 4b, 5 and 6, will include some of the uses defined by the limited commercial district, including, but not limited to: banks or financial institutions, assisted living, general retail and drive-thru restaurants. Restaurants that serve liquor can be developed as long as food is the primary service. Parcel 3 uses well be limited to neighborhood retail uses. The north 100 feet of Parcels 1a, 1b, and 2 shall prohibit overhead doors and drive through windows.

The following uses currently permitted or conditionally permitted in the limited commercial district will be eliminated:

1. Group Residence, Limited
2. Group Residence, General
3. Correctional Facility
4. Correctional Placement Resid., limited
5. Correctional Placement Resid., general
6. Group Home, Limited
7. Group Home, General
8. Group Home, Commercial
9. Halfway House, Limited
10. Halfway House, General
11. Halfway House, Commercial
12. Recycling Collection Station, Private
13. Recycling Collection Station, Public
14. Recycling Processing Center
15. Animal Care, General
16. Bed and Breakfast Inn
17. Funeral Home
18. Helistop
19. Kennel, Boarding/Breeding/Training
20. Kennel, Hobby
21. Marina Facility, Recreational
22. Monument Sales
23. Night Club
24. Recreational Vehicle Campground
25. Secondhand Store/Pawn Shops
26. Tavern and Drinking Establishment
27. Asphalt or Concrete Plant, Limited
28. Asphalt or Concrete Plant, General
29. Mining or Quarrying
30. Oil or Gas Drilling
31. Rock Crushing
32. Solid Waste Incinerator
33. Agricultural Research
34. Vehicle & equipment sales, outdoor (as approved by WCC 6/8/2004)
35. Adult entertainment establishments and erotic modeling studios as defined in the City of Wichita Ordinance.

23. All building exteriors within the entire C.U.P. shall share a consistent architectural design, earth tone colors, and texture. This provision may be waived provided that all building exteriors within each parcel share a consistent architectural design, color, and texture, and that the landscaping requirements for street yard landscaping and buffer strip trees per General Provision #19(A) be calculated at 1.5 times the minimum ordinance requirements. Compatibility between Parcels 1a, 1b, 1c, and 2 is required. Parcel 4b shall maintain compatibility with either Parcel 4a or Parcels 1a, 1b, 1c, and 2 as a group.

24. If multiple ownership is anticipated, an owners association agreement providing for the maintenance of reserves, open space, internal drives, parking areas, drainage improvements and signage etc., shall be filed with the plat.

25. The improvement of 143rd St. East to City standards shall be resolved at the time the property is platted.

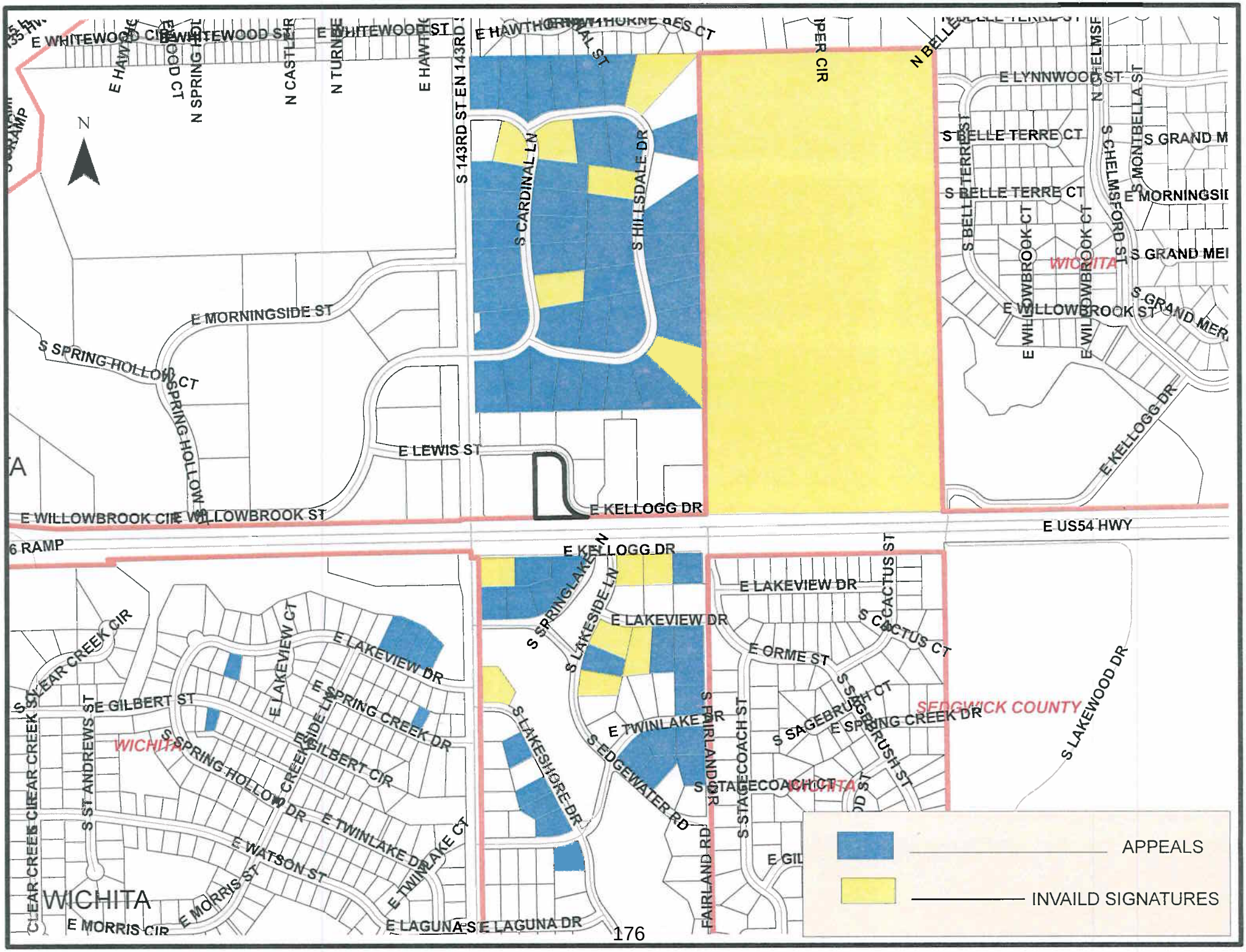
SCALE: 1" = 100'

DP-273

PRAIRIE POND PLAZA COMMUNITY UNIT PLAN

Revised per Admin. Adjust.: September 30, 2008
Revised per Admin. Adjust.: March 21, 2008
Adjustments due to replat: June 01, 2007
Adjustments due to plat: December 12, 2004
Approved: June 8, 2004
Revised: April 28, 2004
Drawn: February 03, 2004

BAUGHMAN COMPANY P. A.
ENGINEERING, SURVEYING, & PLANNING
316-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211



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S CARDINAL LN
S HILLSDALE DR
E LYNNWOOD ST
N CHELMSFORD
S MONTBELLA ST
S BELLE TERRE CT
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S CLEAR CREEK CIR
E LAKEVIEW CT
E LAKEVIEW DR
E SPRING CREEK DR
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E GILBERT CIR
S CREEKSIDE LN
S LAKESHORE DR
E TWINLAKE DR
S EDGEWATER RD
S FAIRLAND DR
S STAGECOACH ST
S SAGEBRUSH CT
E SPRING CREEK DR
S SAGEBRUSH ST
SEDGWICK COUNTY
S LAKEWOOD DR
S STAGECOACH CT
WICHITA
E TWINLAKE DR
E TWINLAKE CT
E WATSON ST
E MORRIS ST
E MORRIS CIR
E LAGUNA ST
E LAGUNA DR
FAIRLAND RD
WICHITA
APPEALS
INVAILD SIGNATURES

EXCERPT MINUTES OF THE APRIL 19, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CUP2012-08 - Quiktrip West Corporation (Pam Friggel)/Integrity Auto (Ed Murabito, architect) request a CUP amendment to DP-273 Prairie Pond Plaza Community Unit Plan to add vehicle and equipment sales as a permitted use to Parcel 4B on property described as:

Lot 1 except beginning at the Northwest corner, thence East 303.73 feet, thence South 354.56 feet, thence West along the South line 264.27 feet, thence Northwesterly 35.52 feet, thence North along the West line 225 feet, thence Northwesterly 101.12 feet, thence North 5.21 feet to beginning, Block B, Prairie Pond Plaza 2nd Addition to Wichita, Sedgwick County, Kansas

BACKGROUND: The applicant is seeking an amendment to Parcel 4b of the Prairie Pond Plaza Community Unit Plan (CUP) DP-273 to permit "vehicle and equipment sales, outdoor." Parcel 4b is zoned LC Limited Commercial ("LC") subject to the development standards contained in DP-273 that includes a prohibition against "vehicle and equipment sales, outdoor" (General Provision 22). Uses permitted in Parcel 4b, as well as the rest of the parcels within DP-273, except Parcel 3, "include uses defined by the limited commercial district, including, but not limited to: banks or financial institutions, assisted living, general retail and drive-thru restaurants. Restaurants that serve liquor can be developed as long as food is the primary service."

The application area contains 1.40 acres, and is located north of East Kellogg, approximately 389 feet east of North 143rd Street East. The subject site is currently undeveloped. Access from 143rd Street to the site is provided in two ways: Kellogg Drive and a private drive. Kellogg Drive, at this location, is a frontage road with 50 feet of full street right-of-way that exits 143rd Street eastward (354.56 feet north of Kellogg) along the north side of Parcels 4a, that contains the existing Quiktrip, and 4b, the application area, turns south, forming the eastern boundary of the application area, before it turns back east, and runs further east along the north side of Kellogg/U.S. 54/400 where it dead ends approximately 770 feet further east of the application area; at the eastern boundary of DP-273. The second point of access to the site is via a driveway that runs east from 143rd Street, just north of the Kellogg/U.S. 54/400 right-of-way through the Quiktrip parking lot, and connects with Kellogg Drive at the southeast corner of the subject site. The site does not have direct access to Kellogg/US 54/400.

The applicant's site plan depicts one point of access via a drive to East Kellogg Drive located on the east side of the property. The site plan also shows one building located on the northern end of the lot, approximately 45 feet from the site's northern lot line. A fence is shown encircling the site. The applicant's agent indicates it is a two-foot high railing designed to prevent ingress and egress to the site except at the proposed driveway. The site plan also shows a 35-foot building setback along the north and east property line but does not indicate building setback lines along the south and western property line. The existing CUP depicts a 35-foot building setback along the south property line and a 15-foot building setback along the west parcel line. Along the western border of the site plan there is a 98-foot by 7.28-foot indention. If that land is to be excepted from Parcel 4b for use by Parcel 4a, a revised CUP drawing and parcel calculations should be provided if this request is approved.

DP-273 contains 17.11 acres that are divided between eight other parcels and one reserve. Except for one parcel, Parcel 4a, all the parcels within DP-273 are vacant. Parcel 4a, located west of the subject property, is zoned LC subject to the development standards of DP-237, and is developed with a Quiktrip convenience store. (At an earlier time, the application area was part of a larger parcel but has since been divided to create Parcels 4a and 4b.) DP-273 has a row of parcels (Parcels 1A, 1B and 3 with a minimum lot depth of 185 feet) located north of subject site and Kellogg Drive that separates the subject tract from

a single-family residential subdivision, the Park East Addition, zoned SF-5 Single-family Residential ("SF-5"), that is located north of DP-273. Land immediately to the east, across Kellogg Drive, is zoned LC, subject to the development standards of DP-273, and is undeveloped. Further east are approximately 78 acres zoned SF-20 Single-family Residential ("SF-20"), developed with a residence. Property to the south, across Kellogg/U.S. 54/400, is zoned SF-20, and is developed with large-lot residences, approximately 26,136 square feet. The closest vehicle sales to the application area that staff is aware of are located one mile to the west, west of 127th Street, and one mile to the east, southeast corner of 159th Street and U.S. 54/400 (Andover).

"Vehicle and equipment sales, outdoor" are permitted in the LC zoning district only with Conditional Use approval, subject to Supplementary Use Regulations, Article III, Section III.D.6.x and D.6.hh. Supplementary Use Regulation Section III-D.6.x indicates vehicle and equipment sales:

(1) Locations shall be contiguous to a major street.
(2) Visual screening of areas adjacent to residential zoning districts shall be provided to protect adjacent properties from light, debris and noise.
(3) All parking, outdoor storage and display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material.
(4) Lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring lot, unless evidence is presented the light source will be aimed or shielded such that the light source is not visible from the neighboring lot. Light sources shall be limited to 15 feet in height within 200 feet of residential zoning districts.
(5) No sound amplification system for projecting music or human voices shall be permitted on any property zoned NO or more intensive if the music and/or voices can be heard within any residential zoning district that is located within a 500-foot radius of the subject site. Outdoor speakers and sound amplification systems are not permitted.
(6) No repair work shall be conducted except in an enclosed building, and no fender or body work is allowed.
(7) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted.

With respect to development standards listed above: (1) The subject location is adjacent to a major street (U. S. 54/400). (2) The subject site is separated from SF-5 zoning located to the north by 235 feet of street right-of-way and LC zoned land that is required by General Provision 14 of DP-273 to provide a screening wall as each parcel develops. (3) Recommended condition of approval number 7 below mirrors that requirement. (4) Parcel 4b is located 213 feet from residential zoning to the south, 235 feet from the north; 445 feet to the east and 805 feet to the east; therefore, this development standard does not apply. (Parcel 4b is permitted by General Provision17 to have light poles up to 25 feet between the street wall line of the building and U.S. Highway 54; otherwise light poles are limited to 20 feet. General Provision 16 requires exterior lighting to be shielded to prevent light disbursement in all directions.) (5) Recommended condition of approval number 8 below mirrors that requirement. (6) Recommended condition of approval number 2 below mirrors that requirement. (7) Recommended condition of approval number 6 below mirrors that requirement.

For those lots zoned LC but located in a CUP, an amendment to the CUP takes the place of Conditional Use approval.

Signage is controlled by CUP General Provision No. 13 which states, in part, signs shall be in accordance with the Sign Code. Monument type signs are permitted along arterial roadways, spaced 150 feet apart. Flashing signs (except for signs showing only time, temperature and other public service messages),

rotating or moving signs, signs with moving lights or signs which create illusions of movement are not permitted. No signs shall be allowed on the rear of any buildings. Freestanding monument signs are limited to a maximum height of 20 feet, except for Parcel 4a, which can have one monument type sign with a maximum height of 25 feet along the frontage of U.S. Highway 54. The maximum square footage of sign face allowed in Parcel 4b shall not exceed 80% of lot frontage.

All parcels are required to share similar parking lot lighting elements, and are to be shielded to prevent light disbursement in all directions. Parcel 4b is permitted to have light poles up to 25 feet between the street wall line of the building and U.S. Highway 54; otherwise light poles are limited to 20 feet (General Provisions No. 16 and 17). Exterior audio systems that project sound beyond the boundary of the CUP are prohibited (General Provision No. 20). All building exteriors within the CUP shall share consistent architectural design, earth tone colors and textures, unless waived as outlined in General Provision No. 23. Parcel 4b shall maintain compatibility with either Parcel 4a or Parcels 1a, 1b, 1c and 2 as a group (General Provision No. 23).

CASE HISTORY: The Prairie Pond Plaza CUP and LC zoning (CUP2003-00075 and ZON2003-65) were approved by the MAPC on May 6, 2004; City Council approval was on June 8, 2004. The Prairie Pond Plaza 2nd Addition was recorded in 2007. Case number CUP2008-00036 (September 30, 2008) was an Administrative Adjustment to divide Parcel 1 into three parcels; consolidate Parcels 4 and 5; relocate the alignment of Kellogg Drive; increase the height of lighting to 25 feet on Parcel 4 and increase the sign height to 25 feet on Parcel 4. CUP2008-04 (March 21, 2008) was an Administrative Adjustment to divide Parcel 1 into three parcels; consolidate Parcels 4 and 5; relocate the alignment of Kellogg Drive; increase light height to 25 feet on Parcel 4 and increase sign height to 25 feet on Parcel 4. Additional Administrative Adjustments were completed on December 12, 2004 and June 1, 2007.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, subject to DP-273, SF-5; vacant, single-family residences
SOUTH:	SF-20; large lot single-family residential (Springdale Country Club Estate)
EAST:	LC, subject to DP-273; vacant
WEST:	LC, subject to DP-273; Quick Trip convenience store

PUBLIC SERVICES: Public services are available or are available for extension. 143rd Street is designated on the 2030 Transportation Plan map as a two lane arterial, while U. S. 54/400 is shown as a four lane expressway. Traffic counts are not available for 143rd Street. In 2005-2006, U. S. 54/400 carried approximately 31,900 vehicles on an average day.

CONFORMANCE TO PLANS/POLICIES: Commercial location guideline number six (page 35 of 1999 update of *The Wichita-Sedgwick County Comprehensive Plan*) states that auto sales lots and other types of infrequent purchase or non-neighborhood serving commercial uses are to be guided to areas containing similar uses, and away from neighborhood commercial areas. The 2030 Wichita Functional Land Use Guide Map depicts the subject site, and all the land along the north side of U. S. 54/400, as being appropriate for "regional commercial" uses. Regional commercial uses are defined as major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional draw.

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

1. DP-273 is amended to permit "vehicle and equipment sales, outdoor" on Parcel 4b only. The site shall be developed, operated and maintained in compliance with the approved site plan and all applicable local, state and federal regulations, including, but not limited to the zoning code, landscape ordinance and sign code, unless specifically modified by the development standards of DP-273 or by other approved adjustment or amendment.

2. No automotive service or repair work shall be done on the site unless it is entirely within a building. No body or fender work shall be permitted without first obtaining "GC" General Commercial zoning.

3. If required, the applicant shall submit a revised site plan for review and consideration for approval by the Planning Director, prior to the issuance of a building permit within one-year of approval by the MAPC or the City Council.

4. Landscaping per city code, and as shown on an approved landscape plan, shall be installed prior to obtaining an occupancy permit. The applicant shall submit a landscape plan for consideration of approval by the Planning Director prior to obtaining an occupancy permit.

5. A parking barrier, such as a heavy rail type, shall be installed along all perimeter boundaries adjacent to streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public right-of-way.

6. No temporary display signs are permitted, including the use of commercial flags, banners, portable signs, pennants, streamers, pinwheels, string lights, bunting, search lights, balloons or similar devices.

7. There shall be no use of elevated platforms for the display of vehicles. All vehicles for sale or for repair must be on a concrete, asphalt or an approved all weather surface.

8. No outdoor amplification system shall be permitted.

9. No outside storage of salvaged vehicles or vehicles waiting for repair shall be permitted in association with this use. Outside storage of parts, including tires, associated with the "car repair, limited," operation shall be within a 6-foot solid screened area.

10. Lighting standards shall be as outlined in General Provisions 16 and 17 of DP-273.
11. All trash receptacles, oil containers or any similar type of receptacles for new or used petroleum products or trash shall have solid 6-foot screening around it. The gate shall be of similar materials as the screening.
12. Driveway location shall be reviewed and approved by the Traffic Engineer prior to obtaining a building permit.
13. All improvements shall be completed within one-year of the approval of this amendment by the MAPC or the City Council. No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.

This recommendation is based on the following findings:

1. <u>The zoning, uses and character of the neighborhood</u>: The properties immediately located on three sides of the application area are zoned LC, subject to the development standards detailed in CUP

DRAFT

DP-273. All the property located within DP-273 is vacant except for the Quiktrip convenience store located immediately to the west of the subject site. Other vacant parcels located within the CUP are located to the application area's north and east. DP-273 contains 17.11 acres and is positioned at the intersection of South 143rd Street East, a two-lane section line road and U. S. Highway 54/400, a divided four-lane expressway. South of U. S. 54/400 is a large lot residential subdivision developed with single-family homes. North of DP-273 is also a large lot single-family residential subdivision, zoned SF-5. East of the site is a large estate of approximately 77 acres zoned SF-20. The segment of U. S. 54/400 located east and west of the application is one of the few areas where single-family lots abut highway right-of-way.

2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC subject to the development standards contained in DP-273, which includes a prohibition on "vehicle and equipment sales, outdoor." The CUP lists 35 uses that were specifically prohibited when the LC zoning and the CUP zoning overlay were approved in 2004. The LC district permits 66 uses by right. Given the 31 other potential LC uses not prohibited by the CUP, it is probable the site could be put to an economically viable use.

3. Length of time the subject property has remained vacant: DP-273 was approved in 2004 and the property has remained vacant. Staff does not have any indication of how long the property has been on the market since it was zoned LC subject to DP-273 or of the reasonableness of the asking price. It appears Parcel 4b was created in 2008.

4. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed development standards should mitigate anticipated impacts of the proposed amendment. The site is buffered spatially from residentially zoned lots by either intervening LC zoned lots or by U. S. 54/400 right-of-way. The closest residentially zoned lots are located 213 feet away from the subject parcel, across U. S. 54/400. Lots located to the north are 235 feet away.

5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Presumably denial would represent an economic and opportunity loss to the property owner and/or the prospective user if the request is denied. Approval would give the public another location in which to shop for vehicles.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: Commercial location guideline number six (page 35 of 1999 update of *The Wichita-Sedgwick County Comprehensive Plan*) states that auto sales lots and other types of infrequent purchase or non-neighborhood serving commercial uses are to be guided to areas containing similar uses, and away from neighboring commercial areas. The 2030 Wichita Functional Land Use Guide Map depicts the subject site, and all the land along the north side of U. S. 54/400, as being appropriate for "regional commercial" uses. Regional commercial uses are defined as major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional draw.

7. Impact of the proposed development on community facilities: Community facilities are in place or are available for extension.

DALE MILLER, Planning Staff presented the Staff Report.

ED MURABITO, 412 RIVERVIEW, ARCHITECT for the proposed project said this will be a "high end" auto sales location operating from 9:00 a.m. -8:00 p.m. with 2 employees and a small office building to handle sales. He said the location will not have the capacity for prepping or maintenance or service of automobiles. He said there will be no loud speakers and that the operation will be very low key. He said there will be 1 entrance to the site 200 feet from any close residential area.

DENNIS stated that the operating hours were not listed under the conditions in the Staff Report. He asked if the agent would object to operating hours being added as a requirement.

MURABITO said he does not believe that will be a handicap for his client at all.

GREG FRANCO, 394 HILLSDALE DRIVE said he lives adjacent to DP-273. He provided Commissioners a handout. He briefly summarized his statement saying that the protective overlay DP-273 was established for this site and the surrounding single-family neighborhood and requested that it stay in force. He said there is an existing traffic problem at this intersection now it will get worse without roadway improvements and the addition of another business. He requested a traffic study before any commercial additions to the area; a storm water runoff study for this particular usage; and no Kellogg entrance, no turn around, and no parking. He said there are other sites available that are more suitable for this type of business. He said part of the problem is that the Quiktrip is located too close to Kellogg causing traffic congestion problems. He also mentioned standing water and mud because of the landscaping east and west on 143rd Street. He said he does not agree with the Staff Report that 143rd Street is a major roadway. He said you can wait in a traffic line for up to a half hour to go from Kellogg onto 143rd Street. He said storm water runoff from one acre of pavement can generate 825,000 gallons of water in a year. He asked how that might impact the subdivisions of Springdale Country Estates, Springdale Lake and Springdale East. He also mentioned possible pollution from oil and grease on the car lot.

MOTION: To give the speaker 2 additional minutes

SHEETS moved, **FOSTER** seconded the motion, and it carried (10-0)

FRANCO said he located 6 areas for sale west of K-96 that would be better suited for vehicle and equipment sales, two of which already have existing buildings and are not adjacent to residential neighborhoods. He concluded by stating that the road improvements that are going to happen in the 2030 Wichita Functional Land Use Guide are a long way from now. He said until that time when traffic is not as congested, he requested that the Commission not allow another business to go into the site.

LARRY FRUITIGER, 102 SOUTH CARDINAL LANE, PRESIDENT PARKEAST HOMEOWNERS ASSOCIATION said there are 46 homes in Parkeast which is the area north of the site. He said the homes are large acre lots in a long established area. He said they expressed their concerns about this Community Unit Plan (CUP) in 2004 during the approval process and worked with the developer on the restrictions. He said the restrictions are there for a reason and that is to protect the surrounding neighborhood. He said the neighborhood wants those restrictions to remain in place. He said he has the same issues with the Quiktrip store citing trash, lights, and semi trucks parking along East Kellogg Drive and running all night. He said removing this restriction and allowing vehicle sales will only add to the light issues. In addition, he said trucks unloading vehicles at the site late at night and sitting out there running all night will be another issue. He said when they previously met with the developer of the CUP they understood that there was going to be an 8-foot masonry wall built between the development and the neighborhood before anything was built on the property. He said that is not exactly what has happened. He said now it appears that the wall will happen as the individual lots are developed. He said this site does not have direct access to Kellogg and the intersection is now very

congested and not adequate to handle turning traffic and traffic coming out of Quiktrip. He mentioned the need for a traffic study of the area and added that there are other lots available opposite of Lowe's and several vacant building sites that would be more suitable. He asked the Planning Commission to deny the request.

DAVID SUTTON, 330 SOUTH CARDINAL LANE said he lives just north of the property in question. He said he wanted to share his concerns about the issues already identified which he feels are valid points. He mentioned lighting and how this development would add to that problem. He added that headlights from Quiktrip traffic in the early morning and late evening are also a problem. He said access to this business will bring the vehicle lighting even closer to residences. He also mentioned noise pollution with the large semi-trucks idling overnight. He asked that this change in restrictions previously agreed to be denied.

KENT WEIXELMAN, 122 CARDINAL LANE said he was on the Parkeast Committee who met in good faith with the owner in 2004 to come up with a consensus between the developer and residents that resulted in the agreement on the current plan. He said this requested update is like an agreement between business partners and after a while if one of the parties discovered a loophole and decided to use it, by most people that would considered unethical. He asked that the request be denied.

VERDINA NEWMAN, 340 SOUTH CARDINAL LANE said she doesn't know if they emphasized clearly enough how intrusive the lighting from cars coming out of Quiktrip can be. She said they come out of the drive to the north because the drive to the west of Quiktrip is too full and too backed up. She said semis sit with their lights on directly to the back of their homes where they like to spend leisure time on their patios in the evenings. She said when they moved there, they thought there was going to be a wall between that property and theirs. She said once the developer split the property and put the Quiktrip to the south, it was decided that the wall didn't need to be there. She said at least 1 semi parks and idles every night. She concluded by stating that it is intrusive to have lights shining in the back of your house all night long.

FOSTER asked if the problem was isolated to vehicular lights or from taller lighting at the Quiktrip.

NEWMAN said it was isolated to vehicular lights. She mentioned that Quiktrip has done a good job of placing the lights under the pumps so the building is taller than the lights themselves.

RICK TRAVIS, 250 SOUTH CARDINAL LANE said they encounter all the same problems such as noise, traffic, trash and people who cut through the neighborhood from Quiktrip. He said he understands that expansion of the highway to 3 lanes is scheduled for at least 5 years, which in reality probably means 10 years. He mentioned opening up access to the frontage road and that Kansas Department of Transportation (KDOT) may have a problem with that. He mentioned the semis that park nearby and run all night long. He said there are 3 to 5 wrecks a week at the location and added that cars stack up and you have to wait through 3 and 4 lights to turn north onto 143rd Street in addition to cars trying to turn south onto 143rd Street out of Quiktrip. He said the dirt that was along Kellogg which was 4-5 feet tall was a natural barrier to sound, but that was cut down to allow the drainage to work properly. He said the mound of dirt behind Quiktrip, with no grass, no trees and or wall, transfers sound up through the housing development and carries through the entire neighborhood. He said it is terrible. He said they can also hear traffic and noise from the turnpike and the truck driver's air brakes. He said they are trapped between 2 noise barriers. He said they don't need any more development until the City steps up with a traffic plan to solve the traffic problem. He said somehow the agreement got changed and now the walls don't have to be built until people purchase the lots to the north. He said the car lots on South Seneca have walls between them and residential areas so residents don't have to look onto the car lots.

ALDRICH asked if Mr. Travis got his gas at Quiktrip?

TRAVIS replied no, never.

JOHN NEWMAN, 340 SOUTH CARDINAL LANE said he buys his gas at Quiktrip and also picks up all the trash that blows over onto his property. He said the Commissioners have no idea the horrendous amount of traffic on East Lewis. He said it is so loud right in their backyard he can't explain how loud it is. He said semi tractor trailers park along Lewis and leave their motors running all night long. He said he is against putting in a car lot at this location.

ED MUBARITO said about 10 years ago he drove through the area with his wife noting that it was a very pleasant enclosed beautifully landscaped loop; however, he mentioned to his wife that Kellogg will be developed at some point in time and that bothered him. He said the uses allowed in the area are very intense including drive thru restaurants and regular restaurants. He said his client has 2 businesses in town at Broadway and Kellogg and Hydraulic and Douglas which he said are unlike some of the establishments on South Broadway and South Seneca where they take in wrecked cars, part them out and throw the parts behind the building. He said vehicle deliveries will be during working hours of 9:00 a.m. – 8:00 p.m. He said this will be very low intensity as far as traffic is concerned. He said it could be a great deal worse if this is not allowed and some of the things that are allowed go onto the site. He said he sympathizes with the traffic, the lights and trucks idling at night, but he said they will not be adding those kinds of problems. He mentioned that Quiktrip does have drainage problems and they have spent time with a drainage engineer to address drainage that comes across their property.

FOSTER asked why Quiktrip is listed on the application.

MUBARITO explained that his client is purchasing the property from Quiktrip.

FARNEY asked where the car haulers will come into to deliver vehicles.

MUBARITO said car haulers will use the main entrance.

WARREN asked staff to list the types of business that are approved for this lot.

MILLER said Parcel 4B and DP-273 uses include uses defined in the LC zoning including but not limited to banks or financial institutions, assisted living, general retail and drive thru restaurants, restaurants that serve liquor as long as food is the primary service.

WARREN said he is asking himself if this type of business is going to add more traffic than the types of businesses that are already allowed. He said his experience is that car lots have fairly light traffic. He said; therefore, he will be voting in favor of staff recommendation because he feels this is one of the lightest uses that this property can have and is more beneficial than a number of the types of businesses that are already allowed in this area.

MOTION: To approve subject to staff recommendation.

WARREN moved, **FARNEY** seconded the motion for discussion purposes.

DENNIS suggested adding a condition to limit the hours of operation to 9:00 a.m. – 8:00 p.m. and adding a condition that idling tractor trailers be prohibited on the property.

The motion maker and second agreed to the suggested additions to the motion.

DRAFT

FOSTER mentioned compelling information the Commission has received today regarding traffic, car lights and drainage. He said his **motion** would include additional conditions such as a traffic study, drainage plan and to amend the requirements of the CUP to require that the 2 lots to the north meet the screening requirement called for in the CUP.

CHAIRMAN FARNEY asked for a second on the motion.

DIRECTOR SCHLEGEL asked for clarification of the motion. He said the drainage plan and traffic study would be requirements of the applicant. He said the 2 lots to the north are under separate ownership. He said this applicant would have no way to compel the other owners to provide screening.

FOSTER asked about Quiktrip's ownership in the CUP.

MILLER said he understands that Quiktrip owns the 2 lots on the south of the CUP. The rest of the CUP is under separate ownership.

FOSTER said he would like to amend the motion to require screening along the north side of the 2 southern parcels owned by Quiktrip.

There was further discussion regarding the motion and other issues including the type of screening, a prohibition on parking on the streets, whether the Commission could require Quiktrip to screen if they were not present at the meeting, and whether this was a contingent sale.

FIRST SUBSTITUTE MOTION fails due to lack of a second.

SECOND SUBSTITUTE MOTION: To deny the application.

SHEETS moved, **ALDRICH** seconded the motion, and it failed (3-7). **DENNIS, FARNEY, KLAUSMEYER, MCKAY, MILLER STEVENS, MITCHELL** and **WARREN** – No.

MOTION: To approve subject to staff recommendation.

WARREN moved, **FARNEY** seconded the motion, and it carried (7-3). **ALDRICH, FOSTER** and **SHEETS** - No.

DRAFT

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **CUP2012-00008 – Amendment to DP-273 to permit "vehicle and equipment sales, outdoor".**

DATE: May 17, 2012

On Monday, May 7, 2012, the District II Advisory Board considered the request to amend the amendment to DP-273 to permit "vehicle and equipment sales, outdoor" located North of East Kellogg, 389 feet east of North 143rd Street East.

The applicant is seeking an amendment to Parcel 4b of the Prairie Pond Plaza Community Unit Plan (CUP) DP-273 to permit "vehicle and equipment sales, outdoor." Parcel 4b is zoned LC Limited Commercial ("LC") subject to the development standards contained in DP-273 that includes a prohibition against "vehicle and equipment sales, outdoor" (General Provision 22). Uses permitted in Parcel 4b, as well as the rest of the parcels within DP-273, except Parcel 3, "include uses defined by the limited commercial district, including, but not limited to: banks or financial institutions, assisted living, general retail and drive-thru restaurants. Restaurants that serve liquor can be developed as long as food is the primary service."

The application area contains 1.40 acres, and is located north of East Kellogg, approximately 389 feet east of North 143rd Street East. The subject site is currently undeveloped. Access from 143rd Street to the site is provided in two ways: Kellogg Drive and a private drive. Kellogg Drive, at this location, is a frontage road with 50 feet of full street right-of-way that exits 143rd Street eastward (354.56 feet north of Kellogg) along the north side of Parcels 4a, that contains the existing Quiktrip, and 4b, the application area, turns south, forming the eastern boundary of the application area, before it turns back east, and runs further east along the north side of Kellogg/U.S. 54/400 where it dead ends approximately 770 feet further east of the application area; at the eastern boundary of DP-273. The second point of access to the site is via a driveway that runs east from 143rd Street, just north of the Kellogg/U.S. 54/400 right-of-way through the Quiktrip parking lot, and connects with Kellogg Drive at the southeast corner of the subject site. The site does not have direct access to Kellogg/US 54/400.

The applicant's site plan depicts one point of access via a drive to East Kellogg Drive located on the east side of the property. The site plan also shows one building located on the northern end of the lot, approximately 45 feet from the site's northern lot line. A fence is shown encircling the site. The applicant's agent indicates it is a two-foot high railing designed to prevent ingress and egress to the site except at the proposed driveway. The site plan also shows a 35-foot building setback along the north and east property line but does not indicate building setback lines along the south and western property line. The existing CUP depicts a 35-foot building setback along the south property line and a 15-foot building

setback along the west parcel line. Along the western border of the site plan there is a 98-foot by 7.28-foot indention. If that land is to be excepted from Parcel 4b for use by Parcel 4a, a revised CUP drawing and parcel calculations should be provided if this request is approved.

DP-273 contains 17.11 acres that are divided between eight other parcels and one reserve. Except for one parcel, Parcel 4a, all the parcels within DP-273 are vacant. Parcel 4a, located west of the subject property, is zoned LC subject to the development standards of DP-237, and is developed with a Quiktrip convenience store. (At an earlier time, the application area was part of a larger parcel but has since been divided to create Parcels 4a and 4b.) DP-273 has a row of parcels (Parcels 1A, 1B and 3 with a minimum lot depth of 185 feet) located north of subject site and Kellogg Drive that separates the subject tract from a single-family residential subdivision, the Park East Addition, zoned SF-5 Single-family Residential ("SF-5"), that is located north of DP-273. Land immediately to the east, across Kellogg Drive, is zoned LC, subject to the development standards of DP-273, and is undeveloped. Further east are approximately 78 acres zoned SF-20 Single-family Residential ("SF-20"), developed with a residence. Property to the south, across Kellogg/U.S. 54/400, is zoned SF-20, and is developed with large-lot residences, approximately 26,136 square feet. The closest vehicle sales to the application area that staff is aware of are located one mile to the west, west of 127th Street, and one mile to the east, southeast corner of 159th Street and U.S. 54/400 (Andover).

"Vehicle and equipment sales, outdoor" are permitted in the LC zoning district only with Conditional Use approval, subject to Supplementary Use Regulations, Article III, Section III.D.6.x and D.6.hh. Supplementary Use Regulation Section III-D.6.x indicates vehicle and equipment sales:

(1) Locations shall be contiguous to a major street.
(2) Visual screening of areas adjacent to residential zoning districts shall be provided to protect adjacent properties from light, debris and noise.
(3) All parking, outdoor storage and display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material.
(4) Lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring lot, unless evidence is presented the light source will be aimed or shielded such that the light source is not visible from the neighboring lot. Light sources shall be limited to 15 feet in height within 200 feet of residential zoning districts.
(5) No sound amplification system for projecting music or human voices shall be permitted on any property zoned NO or more intensive if the music and/or voices can be heard within any residential zoning district that is located within a 500-foot radius of the subject site. Outdoor speakers and sound amplification systems are not permitted.
(6) No repair work shall be conducted except in an enclosed building, and no fender or body work is allowed.
(7) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted.

With respect to development standards listed above: (1) The subject location is adjacent to a major street (U. S. 54/400). (2) The subject site is separated from SF-5 zoning located to the north by 235 feet of street right-of-way and LC zoned land that is required by General Provision 14 of DP-273 to provide a screening wall as each parcel develops. (3) Recommended condition of approval number 7 below mirrors that requirement. (4) Parcel 4b is located 213 feet from residential zoning to the south, 235 feet from the north; 445 feet to the east and 805 feet to the east; therefore, this development standard does not apply. (Parcel 4b is permitted by General Provision17 to have light poles up to 25 feet between the street wall

line of the building and U.S. Highway 54; otherwise light poles are limited to 20 feet. General Provision 16 requires exterior lighting to be shielded to prevent light disbursement in all directions.) (5) Recommended condition of approval number 8 below mirrors that requirement. (6) Recommended condition of approval number 2 below mirrors that requirement. (7) Recommended condition of approval number 6 below mirrors that requirement.

For those lots zoned LC but located in a CUP, an amendment to the CUP takes the place of Conditional Use approval.

Signage is controlled by CUP General Provision No. 13 which states, in part, signs shall be in accordance with the Sign Code. Monument type signs are permitted along arterial roadways, spaced 150 feet apart. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions of movement are not permitted. No signs shall be allowed on the rear of any buildings. Freestanding monument signs are limited to a maximum height of 20 feet, except for Parcel 4a, which can have one monument type sign with a maximum height of 25 feet along the frontage of U.S. Highway 54. The maximum square footage of sign face allowed in Parcel 4b shall not exceed 80% of lot frontage.

All parcels are required to share similar parking lot lighting elements, and are to be shielded to prevent light disbursement in all directions. Parcel 4b is permitted to have light poles up to 25 feet between the street wall line of the building and U.S. Highway 54; otherwise light poles are limited to 20 feet (General Provisions No. 16 and 17). Exterior audio systems that project sound beyond the boundary of the CUP are prohibited (General Provision No. 20). All building exteriors within the CUP shall share consistent architectural design, earth tone colors and textures, unless waived as outlined in General Provision No. 23. Parcel 4b shall maintain compatibility with either Parcel 4a or Parcels 1a, 1b, 1c and 2 as a group (General Provision No. 23).

CASE HISTORY: The Prairie Pond Plaza CUP and LC zoning (CUP2003-00075 and ZON2003-65) were approved by the MAPC on May 6, 2004; City Council approval was on June 8, 2004. The Prairie Pond Plaza 2nd Addition was recorded in 2007. Case number CUP2008-00036 (September 30, 2008) was an Administrative Adjustment to divide Parcel 1 into three parcels; consolidate Parcels 4 and 5; relocate the alignment of Kellogg Drive; increase the height of lighting to 25 feet on Parcel 4 and increase the sign height to 25 feet on Parcel 4. CUP2008-04 (March 21, 2008) was an Administrative Adjustment to divide Parcel 1 into three parcels; consolidate Parcels 4 and 5; relocate the alignment of Kellogg Drive; increase light height to 25 feet on Parcel 4 and increase sign height to 25 feet on Parcel 4. Additional Administrative Adjustments were completed on December 12, 2004 and June 1, 2007.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, subject to DP-273, SF-5; vacant, single-family residences
SOUTH:	SF-20; large lot single-family residential (Springdale Country Club Estate)
EAST:	LC, subject to DP-273; vacant
WEST:	LC, subject to DP-273; Quick Trip convenience store

Citizen Questions/Concerns

- Car lot will diminish home values in the area.
- Potential noise, traffic, trash in the area.
- Parking issues at the potential site.
- Potential waste water run offs.
- Standing water from the use of car washing.
- Lighting concerns for residents in the area.
- Vehicle delivery access.
- How many vehicles will be on the car lot?

Recommended Action: The **DAB** voted **(7-2)** to deny the Planning Departments recommendation.

Antione Sherfield
Neighborhood Assistant – District II

4-19-12 MAPC HANDOUT ITEM #16

Crockett, Maryann

From: GaryAce939@aol.com
Sent: Thursday, April 19, 2012 6:22 AM
To: Crockett, Maryann
Subject: case # cup 2012-00008

I am against a zoning change

4-19-12 MAPC HANDOUT ITEM #16

Crockett, Maryann

From: Agrammy5@aol.com
Sent: Thursday, April 19, 2012 6:19 AM
To: Crockett, Maryann
Subject: case # cup 2012-00008

I am against the zoning change

4-19-12 MAPC HANDOUT ITEM # 16

Crockett, Maryann

From: Dieker [ljdieker@cox.net]
Sent: Wednesday, April 18, 2012 9:07 PM
To: Crockett, Maryann
Cc: Don Murphy

To Dale Miller

District Advisory Board

Case # CUP2012-00008

As president of the Shoal Creek Home Owners association I represent the Shoal Creek Neighborhood. Due to the time of the MAPC meeting it is difficult for us to have representation at the meeting. Our annual meeting was held on April 5th 2012 and it was a unanimous decision to oppose the development plans for the car and vehicle sales lot proposed to the east of Quik Trip and East of 143 st east. The current traffic is excessive as well as the additional noise. Other opposition is the lighting that would be on 24 hours per day in a primarily residential area and the additional traffic problems and noise. I speak for our entire community in saying that we are strongly in favor of blocking this development and any other development of this type. We support Quik Trip by purchasing gas and other products daily so Quik Trip should support it's good faithful neighbors and find a more suitable or compatible use for this property.

Thank you for your support.

Carl G Dieker

President Shoal Creek HOA

4-19-12 MAPC HANDOUT ITEM #16

Crockett, Maryann

From: the-moores@cox.net
Sent: Wednesday, April 18, 2012 9:41 PM
To: Crockett, Maryann
Subject: Case #CUP2012-00008

To whom it may concern:

We would like to vehemently voice our opposition to the zoning change at 143rd Street East and Kellogg. We DO NOT want vehicle and equipment sales allowed at this location. We believe this intersection is already much too small to handle the amount of traffic currently travelling through on a daily basis. 143rd Street being a single lane each direction certainly cannot handle the increased traffic. Except for Quik Trip, this is a residential area.

Thank you.

Harlan & Elaine Moore
13825 Whitewood
Wichita, KS 67230
316-733-9591

4-19-12 MAPC HANDOUT ITEM #16

Case NO: CUP2012-00008
MAPC PUBLIC HEARING
Thursday, April 19, 2012

Greg Franco
394 Hillsdale Dr
Property Owner adjacent to DP-273

Brief Summation:

DP-273 protective overlay for this case was established for this site and the surrounding SF neighborhoods. Enforce.

There is existing traffic problem at this intersection now. And it will get worse with out roadway improvement and the addition of another business.

A traffic study should be required before any commercial additions.

A storm water runoff study for this particular usage should be required before approval.

No Kellogg entrance, No turn around, and no parking.

Other sites are available and more suitable for this type of business.

1. Current zoning uses, protective overlay and character of the neighborhoods.

Before being zoned Limited Commercial the Wichita – Sedgwick communities insisted on a protective overlay including no vehicle and equipment sales for DP-273 and the use was eliminated when the plan was approved.

The character of the Wichita – Sedgwick neighborhoods surrounding the DP-273 site has not changed Commercially except for Quick Trip.
It is predominately single family residential neighborhoods (built after the 1950's) north and south of Kellogg with Ponds and/or lakes. Farm land (zoned LC) east and west with no other commercial construction within approximately one mile of DP-273.

2. The subject land is not suitable for the requested use and will have a detrimental impact.

Originally Traffic provisions were to be made for a Kellogg flyover to Andover. Now to 127th street with a ten year wait before the flyover begins. No traffic improvements have been made to reduced existing traffic flow into Quiktrip and DP-273. None can be expected for car lot usage.
Quiktrip traffic blocks all traffic on Kellogg and 143rd street for thru and turn traffic due to the entrance being to close to Kellogg. 143rd street was to have turn lanes to handle traffic into Quicktrip and onto Kellogg at this intersection. Accidents have increased due traffic congestion at 143rd and Kellogg.. A Traffic study including the number and types of vehicles turning into Quicktrip entrances, East Kellogg Drive, Kellogg, and 143rd Street need to occur before additional commercial activity other than Quicktrip happens.

No existing Kellogg turn lane, entry or frontage roadway to provide access other than 143rd Street, East Kellogg Drive, or a Quicktrip entrance (a private drive should not an entrance to a separate business). This provides traffic concerns for all these roadways, streets and entrances.

No turn around for traffic (hauling/delivery/semi trucks, cars).

Speed reductions to 45 mph along Kellogg and 35 mph along 143rd street due to the increase of traffic slowdowns.

Are set backs to be paved? With paved vehicle parking and paved setbacks.the total pavement size and the nature of use (washing cars/lot cleanup spraying) will increase the water run off.

Storm water runoff of one acre of pavement can generate 825,000 gallons in a year. The damage from vehicles (oil and grease) are major storm water pollutants.

Harm to ponds/ lakes and groundwater south of Kellogg may occur and the county and city could incur a loss for cleanup. A water run off study needs to be required for the purposed use. There is already improper drainage at the northeast and northwest corners of Kellogg and 143rd street causing constant standing water with mud holes from vehicle attempting to turn west onto Kellogg and north on 143rd.

Greg Franco
394 Hillsdale Dr
Property Owner adjacent to DP-273

Vehicle repair, salvage, fuel dump, storage, PA system, and employee/customer parking are also a concern.

There is no barrier to the adjoining Park East neighborhood. DP-273 General Provision # 14 was changed from a masonry wall eight feet high along the north property line before building to the wall will be constructed as each parcel develops. This does not provide a line of sight or sound barrier (screening) to Park East. The removal of dirt has made a change from a equal elevation level to three different levels with land erosion and storm water runoff at all levels. The sound pollution from Kellogg, 143rd street and Quiktrip has increased significantly. A car lot will increase it.

Problems with trash, signage, lights, air brakes, semi and other vehicle overnight parking, noise pollutants, line of sight, Exist now and will increase as use concerns for these neighborhoods.

There are six areas west of K96 for sale and suitable for vehicle and equipment sales. Two with existing buildings. Another for sale is on the northwest corner of Kellogg and 143rd street and it has no adjacent residential neighborhood.

The request does not project our neighborhoods way of life or living conditions and would be better suited elsewhere so as not to decrease the property values of our Wichita – Sedgwick communities.

The Park East storm water runoff drainage that runs from a creek on the Southeast of Park East lot 18 has changed from before the DP-273 to now. Dirt Berms were built for sale using heavy moving equipment. This Traffic flattened out the creek so that it no longer drains to the pond on DP-273. A culvert or scooping out of the creek may bring the land back to the natural state before DP-273.

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: ZON2012-00014 – City zone change request from GO General Office, subject to Protective Overlay #134 ("PO-#134") to LC Limited Commercial ("LC"), subject to amended PO#134 on property located at the southeast corner of East Central Avenue and North Vassar Avenue. (District II)

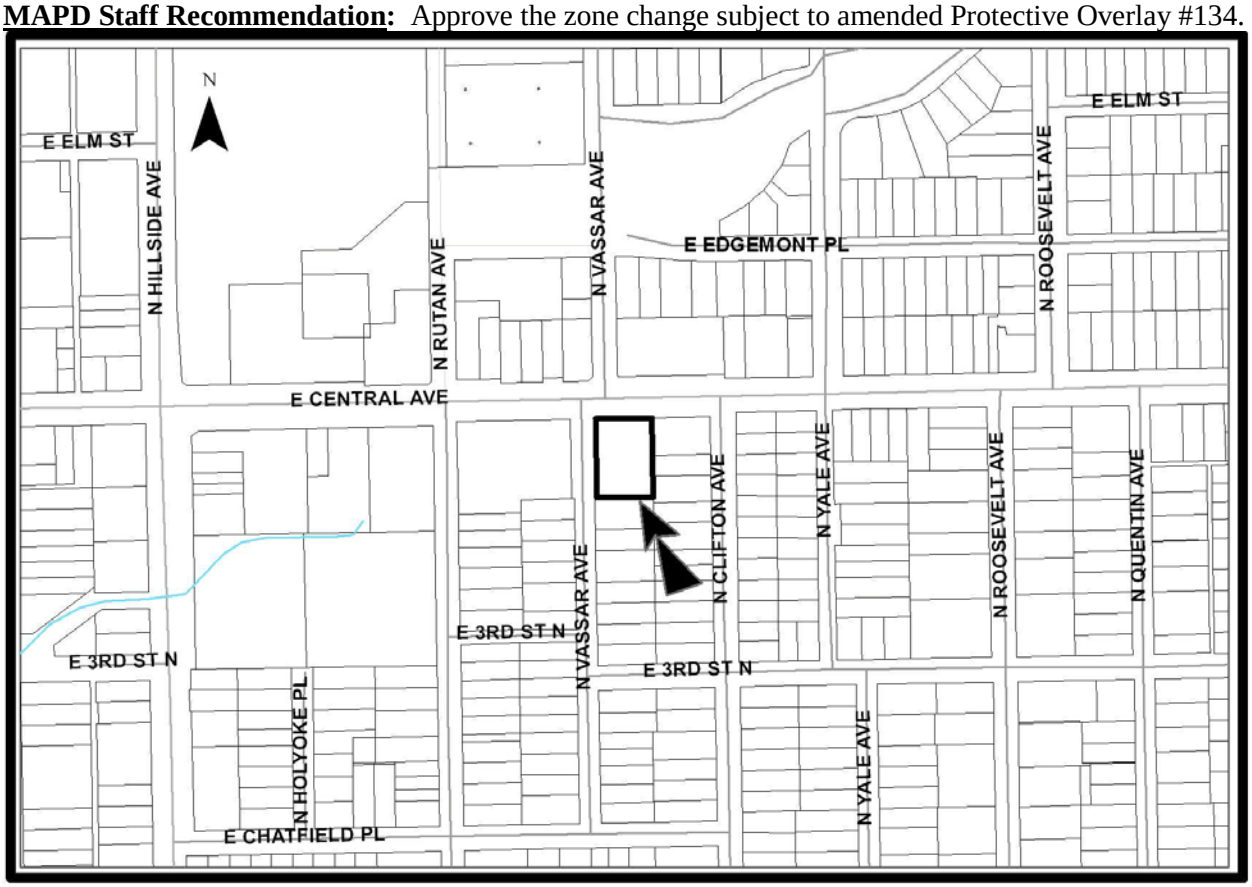
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: Approve the zone change subject to amended Protective Overlay #134 (10-0).

DAB II Recommendation: Approve the zone change subject to the MAPC recommended Protective Overlay #134 plus three additional conditions described below in the analysis section (9-0).

MAPD Staff Recommendation: Approve the zone change subject to amended Protective Overlay #134.



Background: The applicant is seeking a zone change from GO General Office ("GO"), subject to the development standards found in Protective Overlay ("PO") #134 ("PO #134") that are detailed in the case history section located below, to LC Limited Commercial ("LC"), subject to a revised Protective Overlay, on .58 acre located at the southeast corner of East Central Avenue and North Vassar Avenue. The site is currently undeveloped, and has been for 20 plus years. The property has 134.44 feet of frontage along Central Avenue and 188.89 feet along Vassar Avenue. As indicated in the agent's attached letter dated April 5, 2012, and associated site plan, the applicant proposed to develop a 6,000 square-foot building on the southern one-third of the site. Parking is proposed to be located on the northern two-thirds of the lot. The applicant's agent has advised staff that the applicant has two potential restaurant operators considering the site if the zone change is approved.

The applicant's proposed protective overlay contains the following development standards: (even though the site would be zoned LC) uses on the property would be restricted to the Neighborhood Retail ("NR") district except it would allow a restaurant that exceeds 2,000 square feet; restaurants would be permitted a drive-up window without audible speakers; LC screening requirements would be required and signage restricted to NR standards would be allowed. The applicant's site plan depicts a relocated driveway on Central from the northeastern to the northwestern quadrant of the site and closure of the northernmost driveway along Vassar Street. The trash dumpster is proposed to be located at the existing southernmost curb cut, approximately 60 feet north of the site's southern property line. If developed as shown on the site plan, the proposed 100-foot by 60-foot building would act as a buffer between the proposed parking lot on the north and the residences located to the south and east of the site. However, the proposed Protective Overlay does not require development in conformance with the site plan; nor does it show how a drive-through would be located on the site.

As currently zoned the site is not permitted to have a restaurant since the GO district does not permit restaurants. The NR Neighborhood Retail ("NR") zoning district is the first zoning district to permit a restaurant but it is subject to Sec. III-d.6.t. Section III-d.6.t limits restaurants in the NR district to a maximum size of 2,000 square feet in gross floor area and prohibits drive-up window or in-vehicle food service. The LC district does not restrict restaurants in the same fashion as the NR district. Additional NR development standards include: no individual commercial use can exceed 8,000 square feet; the NR district is not be used on sites that exceed six acres in size and no outdoor storage or display is permitted for commercial uses.

The table presented below provides a comparison of the uses currently permitted; those uses proposed by the applicant and those uses recommended by planning staff. The uses lined out are allowed in the GO district but were excluded by the existing Protective Overlay.

Uses Permitted in the GO District; Uses lined out are not permitted by the **Current PO**	Uses Permitted in the NR District; Uses lined out are not permitted by the **Proposed PO**	PO Uses **recommended** by staff
Single-family	Single-family	Single-family
Duplex	Duplex	Duplex
Multi-family	Multi-family	Multi-family
Accessory Apartment	Accessory Apartment	Accessory Apartment
Assisted Living	Assisted Living	Assisted Living
~~Group Home~~ (Cannot now be excluded by state law)	Group Home (Cannot now be excluded by state law)	Group Home
~~Group Residence Limited and General~~	Group Residence, Limited	
~~Cemetery~~		
Church	Church	Church
Community Assembly		

Day Care, Limited and General	Day Care, Limited and General	Day Care, Limited and General
Golf Course		
~~Hospital~~		
Library	Library	Library
Nursing Facility		
Parks and ~~Recreation~~	Parks and Recreation	
~~Recycling Collection Station, Private~~	Recycling Collection Station, Private	
~~School, Elementary, Middle and High~~	School, Elementary, Middle or High	
University or College		
Utility, Minor	Utility, Minor	Utility, Minor
Automated Teller Machine	Automated Teller Machine	Automated Teller Machine
Bed and Breakfast Inn	Bed and Breakfast Inn	Bed and Breakfast Inn
~~Broadcast/Recording Studio~~	Broadcast/Recording Studio	
~~Funeral Home~~		
~~Hotel/Motel~~		
~~Marine Facility~~		
Medical Service	Medical Service	Medical Service
Office, General	Office, General	Office, General
Parking Area, Commercial	Parking Area, Commercial	Parking Area, Commercial
~~Wireless Communication Facility~~	Wireless Communication Facility	
~~Asphalt or Concrete Plant, Limited~~	Asphalt or Concrete Plant, Limited	
Agriculture	Agriculture	Agriculture
Personal Care Service (CU approval required)	Personal Care Service	Personal Care Service
Personal Improvement Service (CU approval required)	Personal Improvement Service	Personal Improvement Service
~~Animal Care, Limited and General~~		
~~Bank or Financial Institution~~	Bank or Financial Institution	
~~Correctional Placement Residence, Limited and General~~	Correctional Placement Residence, Limited	
~~Heliport~~		
~~Printing and Copying, Limited~~	Printing and Copying, Limited	
~~Vocational School~~		
~~Warehouse, self-service~~		
	Restaurant, ~~limited to max. size of 2,000 square feet and no drive through or in-car service~~	Restaurant exceeding 2,000 square feet w/o drive through
	Retail, General, limited to max. size of 6,000 square feet	

Selected uses permitted by right in the GO district include: single-family, duplex, multi-family, assisted living, group residence limited and general, church, community assembly, day care limited and general, hospital, nursing facility, ATM, bed and breakfast inn, funeral home, hotel/motel subject to Sec. III-D.6.j, medical service and general office. For comparison purposes, selected uses permitted by right in the NR district include: single-family, duplex, multi-family, assisted living, group residence limited and general, church, day care limited and general, *school elementary, middle and high*, ATM, *bank*, bed and breakfast inn, medical service, general office, *personal care service*, *personal improvement service*, *restaurant limited to a maximum size of 2,000 square feet gross floor area and no drive-up window service or in-vehicle food service* and *retail general*. (Uses italicized are not permitted in the GO district.) The NR

district also limits individual commercial uses to a maximum gross floor area of 8,000 square feet and does not permit outside storage or display.

Unified Zoning Code ("UZC") compatibility setback standards (Sec. IV-C.4) apply to the side and rear lot lines adjacent to property zoned TF-3 or more restrictive. In this case there is SF-5 and/or TF-3 zoning abutting the southeast and southern property lines. The minimum building compatibility setback is 15 feet plus one foot for each five feet of (subject tract) lot width over 50 feet. In no case shall the compatibility setback standards alone require more than a 25-foot setback. In this instance, the site is 134.44 feet wide resulting in a side (east) and rear (south) yard compatibility setback of 31.88 feet; however, the maximum setback distance required by the code is 25 feet. Compatibility height standards limit building height to a maximum height of 35 feet when located within 50 feet of TF-3 or more restrictive zoning. Compatibility standards also require dumpsters to be located twenty feet from TF-3 or more restrictive zoned property. (It is approximately 23 feet to the south side of the southernmost driveway.) The UZC requires a wooden screening fence, at least six feet tall, and/or landscaping and berms equal to a six-foot tall fence that provides year round solid screening. The landscape ordinance requires buffering of one shade tree every forty feet if there is a fence or one tree every thirty feet plus five shrubs without a fence. The landscape ordinance will also require parking lot screening and a landscaped street yard.

The NO Neighborhood Office ("NO"), NR and GO zoning districts have the same signage regulations, which permit ground or pole signs up to 32 square feet in gross surface area; multi-tenant lots sharing the same sign may have up to twenty-four feet each to a maximum of ninety-six square feet. Sign height is permitted to be up to twenty-two feet. Signs are to be spaced 150 feet apart if there is more one sign per zoning lot. Building signage is limited in the NR district to thirty-two square feet in area and thirty feet in height per building elevation for each major use provided the building elevation to which any sign is to be attached has one of the following: street frontage; is adjacent to a nonresidential zoning district or if adjacent to a residential district, there must be parking, loading or open space with a depth of 150 feet or more as measured from the sign face to the property line which adjoins the residential zoning district. Lighting of such signs is limited to direct or internal illumination of white light only and without flashing or moving images.

The table below compares the development standards contained in the existing Protective Overlay to those proposed by the applicant.

Existing Protective Overlay-134	Proposed Protective Overlay
A. Provide cross-lot access to the property located to the east and close the northernmost and the southernmost of the three existing drives on Vassar Avenue	
B. Allow those uses permitted by right in the GO zoning district and personal care service and personal improvement service granted as a Conditional Use, with the following uses prohibited: animal care, limited and general; bank or financial institution; broadcast and recording studio; cemetery; correctional placement residence, limited and general; funeral home; group home, limited, general and commercial; group residence, general and limited; manufactured home; heliport; hospital; hotel or motel; marine facility; recreation; printing and copying, limited; recycling collection station, private; school, elementary, middle and high; vocational school; warehouse, self-service; wireless communication facility; and all industrial, manufacturing and extractive uses	Uses on the property would be restricted to the Neighborhood Retail ("NR") district except it would allow a restaurant that exceeds 2,000 square feet; restaurants would be permitted a drive-up window without audible speakers.
C. The development shall meet all landscaping, screening, lighting, building setbacks, compatibility	LC screening requirements would be required

standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening fence a minimum of six feet in height and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line	
D. Restrict building height to 35 feet	
E. Restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the size limitations of the GO district	Signage restricted to NR standards would be allowed
F. Require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim	
G. All uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including base and poles to no more than 14 feet	
H. No sound amplification systems for projecting music or human voices shall be permitted on the property if the music and/or voice can be heard within any residential zoning district, which is located within a 500-foot radius of the site	Restaurants would be permitted a drive-up window without audible speakers

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held May 17, 2012, the MAPC voted (10-0) to recommend approval of LC zoning subject to the following amended Protective Overlay #134:

A. Provide cross-lot access to the property located to the east. Access shall be as approved by the Traffic Engineer. Access to Central Avenue is limited to one shared curb cut. The shared curb cut shall be created by the subject site and the property located east of the application area, and access control to Central except for one joint opening shall be established. Access to Vassar Avenue is limited to two locations, including access to the trash dumpster if the dumpster is accessed directly from Vassar Avenue. The property is to be developed and maintained in general conformance with a site plan approved by the Director of Planning.

B. Even though the property is zoned LC, the property would be restricted to uses permitted by right in the Neighborhood Retail ("NR") district as follows: single-family; duplex; multi-family; accessory apartment; assisted living; church; day care, limited and general; library; utility, minor; automated teller machine; bed and breakfast inn; medical service; office, general; parking area, commercial; agriculture; personal care service; personal improvement service and a restaurant that exceeds 2,000 square feet. No sound amplification systems for projecting music or human voice shall be permitted on the property. No menu or order boards are permitted. Drive-through service is permitted but is restricted to a pick-up window only.

C. The development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer

along the south property line; install a solid screening wall a minimum of eight feet in height along the south and southeast property lines where adjacent to SF-5 or TF-3 zoning, and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line.

D. Trash dumpsters and enclosures shall not be located within any platted or zoning building setback or any compatibility building setback.
E. Building height is restricted to a maximum height of 35 feet.
F. Restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the sign regulations of the NR district. Off-site billboard, portable and electronic signage is prohibited.
G. Require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim.
H. All uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including base and poles to no more than 15 feet.

At the MAPC meeting, the applicant's agent indicated that a pizza restaurant or a coffee shop was a possible tenant if the application was to be approved. There were at least three people who spoke in opposition to the case. Those who spoke cited the following concerns: more intense zoning will permit uses that could generate greater amounts of traffic on Vassar, a residential street; the proposed drive-up window would place vehicles closer to single-family residences and would allow more noise, vehicle head lights and litter to negatively impact abutting property and the larger neighborhood. The applicant states that the proposed screening, landscaping, building setbacks and other development standards contained in the proposed PO address and mitigate neighborhood concerns.

District Advisory Board (DAB) II heard this case on June 4, 2012. There were at least four nearby property owners who spoke in opposition. People who spoke expressed general opposition to the application and the proposed drive-through service and advocated for solid screening and landscaping. The speakers commented that the application represents additional commercial intrusion into a residential neighborhood. The protesting neighbors were concerned that the proposed zone change would: put more traffic on the residential portion of Vassar; increase the number of wrecks at Vassar and 3rd Street that already occur due to commercial development at Hillside and Central; increase non-neighborhood oriented traffic through the neighborhood and access to Vassar Street south of the application area should be blocked or the project should be required to have right-turns only to direct traffic north to Central; increase the risk of accidents since there are cars parked on both sides of Vassar; put neighborhood children at risk by increased traffic generated by the proposed zone change; negatively impact nearby residents with increased noise, headlights, litter, cooking odors, drunk drivers and property values of the residences would be negatively impacted. The DAB unanimously recommended approval (9-0) as recommended by the MAPC plus the following requirements: no left turn signs should be placed on driveway exits onto Vassar; a solid screening wall up to 15 feet in length should be installed along Vassar running north from the south property line and the applicant is to work with the neighborhood to investigate the potential for terminating Vassar with a hammerhead or cul-de-sac to cut off commercial traffic from using Vassar south of the application area.

Staff did not receive any valid official protests; however, two unsigned e-mails were submitted. The e-mails expressed opposition to the proposed zone change and the proposed pizza restaurant, and expressed concern that the request allowed for the encroachment of another business into a residential neighborhood. The application may be approved, as recommended by the MAPC, with a simple majority vote.

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

Goal Impact: The application will promote Economic Vitality.

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

Recommendation/Actions: 1) Adopt the findings of the MAPC and approve the zone change request to LC subject to the MAPC recommended Protective Overlay #134, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required); 2) deny the requested zone change (two-thirds majority required) or 3) return the application to the MAPC for further consideration (simple majority required).

Attachments: Site plan, MAPC minutes, ordinance, DAB memo, Kathy Laird e-mail and Katrina Cotton e-mail.

(150004) Published in The Wichita Eagle on June 29, 2012

ORDINANCE NO. 49-291

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. ZON2012-00014

Request amendment to "P-O" Protective Overlay District #134, on property described as:

Lot 1, Block B, Central Bank & Trust, an Addition to Wichita, Sedgwick County, Kansas, generally located on the southeast corner of North Vassar Avenue and East Central Avenue.

SUBJECT TO THE FOLLOWING AMENDED PROTECTIVE OVERLAY RESTRICTIONS:

A. Provide cross-lot access to the property located to the east. Access shall be as approved by the Traffic Engineer. Access to Central Avenue is limited to one shared curb cut. The shared curb cut shall be created by the subject site and the property located east of the application area, and access control to Central except for one joint opening shall be established. Access to Vassar Avenue is limited to two locations, including access to the trash dumpster if the dumpster is accessed directly from Vassar Avenue. The property is to be developed and maintained in general conformance with a site plan approved by the Director of Planning.
B. Even though the property is zoned LC, the property would be restricted to uses permitted by right in the Neighborhood Retail ("NR") district as follows: single-family; duplex; multi-family; accessory apartment; assisted living; church; day care, limited and general; library; utility, minor; automated teller machine; bed and breakfast inn; medical service; office, general; parking area, commercial; agriculture; personal care service; personal improvement service and a restaurant that exceeds 2,000 square feet. No sound amplification systems for projecting music or human voice shall be permitted on the property. No menu or order boards are permitted. Drive-through service is permitted but is restricted to a pick-up window only.
C. The development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening wall a minimum of eight feet in height along the south and southeast property lines where adjacent to SF-5 or TF-3 zoning, and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of

the east property line.

D. Trash dumpsters and enclosures shall not be located within any platted or zoning building setback or any compatibility building setback.
E. Building height is restricted to a maximum height of 35 feet.
F. Restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the sign regulations of the NR district. Off-site billboard, portable and electronic signage is prohibited.
G. Require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim.
H. All uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including base and poles to no more than 15 feet.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 26th day of June, 2012.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

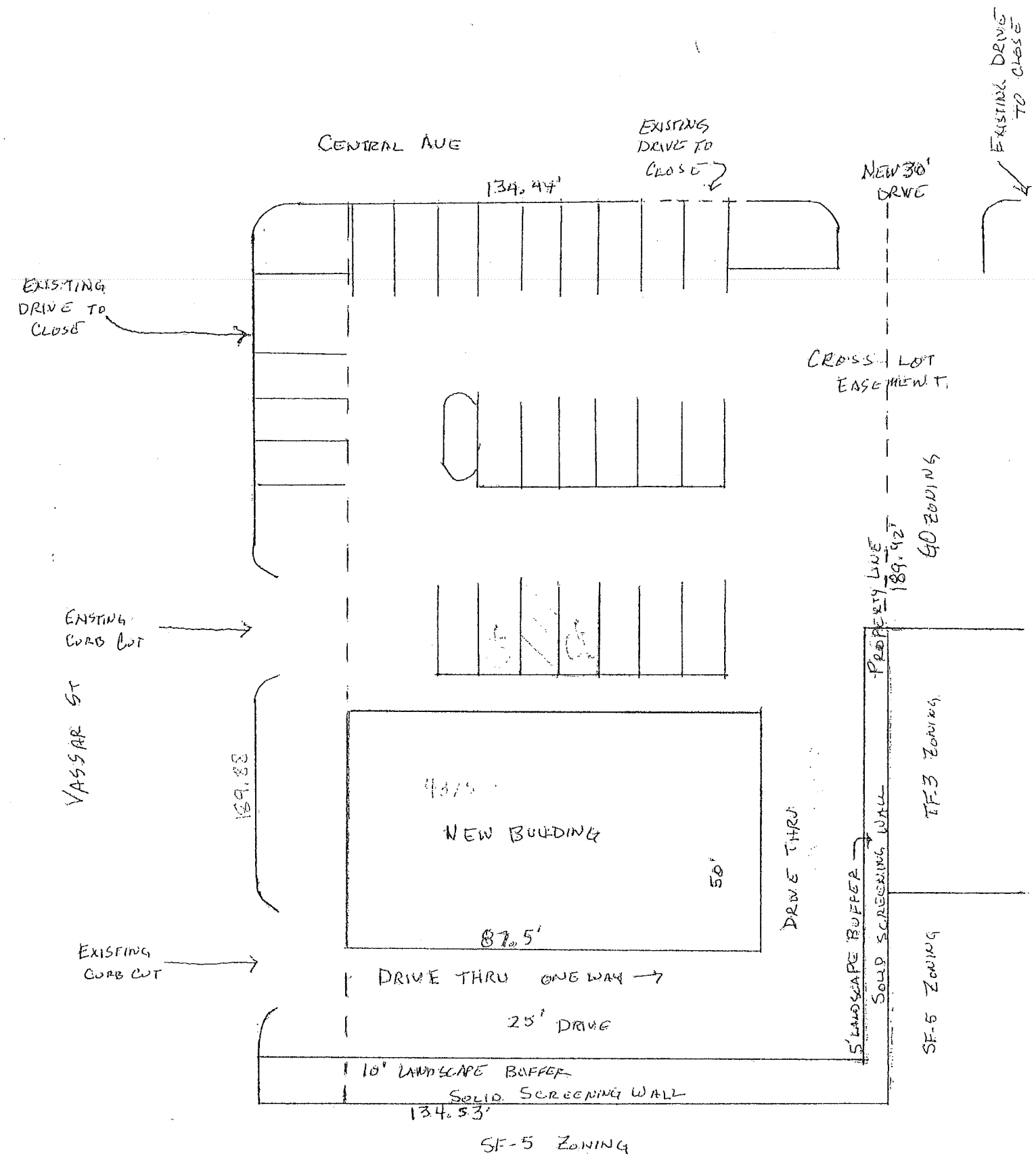
Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

AMENDED 5-17-2012
ZON12-14

SITE PLAN SE CORNER
CENTRAL AND VASSAR



1" = 20'

N

EXCERPT MINUTES OF THE MAY 17, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2012-14 - Central and Vassar Development LLC (T.D. O'Connell) (applicant)/Ferris Consulting (Greg Ferris) (agent) request City zone change request from GO General Office to LC Limited Commercial with a Protective Overlay on property described as:

Lot 1, Block B in Central Bank & Trust Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking a zone change from GO General Office ("GO"), subject to the development standards found in Protective Overlay ("PO") #134 ("PO #134") that are detailed in the case history section located below, to LC Limited Commercial ("LC"), subject to a revised Protective Overlay, on .58 acre located at the southeast corner of East Central Avenue and North Vassar Avenue. The site is currently undeveloped, and has been for 20 plus years. The property has 134.44 feet of frontage along Central Avenue and 188.89 feet along Vassar Avenue. As indicated in the agent's attached letter dated April 5, 2012, and associated site plan, the applicant proposed to develop a 6,000 square-foot building on the southern one-third of the site. Parking is proposed to be located on the northern two-thirds of the lot. The applicant's agent has advised staff that the applicant has two potential restaurant operators considering the site if the zone change is approved.

The applicant's proposed protective overlay contains the following development standards: (even though the site would be zoned LC) uses on the property would be restricted to the Neighborhood Retail ("NR") district except it would allow a restaurant that exceeds 2,000 square feet; restaurants would be permitted a drive-up window without audible speakers; LC screening requirements would be required and signage restricted to NR standards would be allowed. The applicant's site plan depicts a relocated driveway on Central from the northeastern to the northwestern quadrant of the site and closure of the northernmost driveway along Vassar Street. The trash dumpster is proposed to be located at the existing southernmost curb cut, approximately 60 feet north of the site's southern property line. If developed as shown on the site plan, the proposed 100-foot by 60-foot building would act as a buffer between the proposed parking lot on the north and the residences located to the south and east of the site. However, the proposed Protective Overlay does not require development in conformance with the site plan; nor does it show how a drive-through would be located on the site.

As currently zoned the site is not permitted to have a restaurant since the GO district does not permit restaurants. The NR Neighborhood Retail ("NR") zoning district is the first zoning district to permit a restaurant but it is subject to Sec. III-d.6.t. Section III-d.6.t limits restaurants in the NR district to a maximum size of 2,000 square feet in gross floor area and prohibits drive-up window or in-vehicle food service. The LC district does not restrict restaurants in the same fashion as the NR district. Additional NR development standards include: no individual commercial use can exceed 8,000 square feet; the NR district is not be used on sites that exceed six acres in size and no outdoor storage or display is permitted for commercial uses.

The table presented below provides a comparison of the uses currently permitted; those uses proposed by the applicant and those uses recommended by planning staff. The uses lined out are allowed in the GO district but were excluded by the existing Protective Overlay.

Uses Permitted in the GO District; Uses lined out are not permitted by the **Current PO**	Uses Permitted in the NR District; Uses lined out are not permitted by the **Proposed PO**	PO Uses **recommended** by staff

Single-family	Single-family	Single-family
Duplex	Duplex	Duplex
Multi-family	Multi-family	Multi-family
Accessory Apartment	Accessory Apartment	Accessory Apartment
Assisted Living	Assisted Living	Assisted Living
~~Group Home~~ (Cannot now be excluded by state law)	Group Home (Cannot now be excluded by state law)	Group Home
~~Group Residence Limited and General~~	Group Residence, Limited	
~~Cemetery~~		
Church	Church	Church
Community Assembly		
Day Care, Limited and General	Day Care, Limited and General	Day Care, Limited and General
Golf Course		
~~Hospital~~		
Library	Library	Library
Nursing Facility		
Parks and ~~Recreation~~	Parks and Recreation	
~~Recycling Collection Station, Private~~	Recycling Collection Station, Private	
~~School, Elementary, Middle and High~~	School, Elementary, Middle or High	
University or College		
Utility, Minor	Utility, Minor	Utility, Minor
Automated Teller Machine	Automated Teller Machine	Automated Teller Machine
Bed and Breakfast Inn	Bed and Breakfast Inn	Bed and Breakfast Inn
~~Broadcast/Recording Studio~~	Broadcast/Recording Studio	
~~Funeral Home~~		
~~Hotel/Motel~~		
~~Marine Facility~~		
Medical Service	Medical Service	Medical Service
Office, General	Office, General	Office, General
Parking Area, Commercial	Parking Area, Commercial	Parking Area, Commercial
~~Wireless Communication Facility~~	Wireless Communication Facility	
~~Asphalt or Concrete Plant, Limited~~	Asphalt or Concrete Plant, Limited	
Agriculture	Agriculture	Agriculture
Personal Care Service (CU approval required)	Personal Care Service	Personal Care Service
Personal Improvement Service (CU approval required)	Personal Improvement Service	Personal Improvement Service
~~Animal Care, Limited and General~~		
~~Bank or Financial Institution~~	Bank or Financial Institution	
~~Correctional Placement Residence, Limited and General~~	Correctional Placement Residence, Limited	
~~Heliport~~		
~~Printing and Copying, Limited~~	Printing and Copying, Limited	
~~Vocational School~~		

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~~Warehouse, self-service~~		
	Restaurant, ~~limited to max. size of 2,000 square feet and no drive through or in-car service~~	Restaurant exceeding 2,000 square feet w/o drive through
	Retail, General, limited to max. size of 6,000 square feet	

Selected uses permitted by right in the GO district include: single-family, duplex, multi-family, assisted living, group residence limited and general, church, community assembly, day care limited and general, hospital, nursing facility, ATM, bed and breakfast inn, funeral home, hotel/motel subject to Sec. III-D.6.j, medical service and general office. For comparison purposes, selected uses permitted by right in the NR district include: single-family, duplex, multi-family, assisted living, group residence limited and general, church, day care limited and general, *school elementary, middle and high*, ATM, *bank*, bed and breakfast inn, medical service, general office, *personal care service*, *personal improvement service*, *restaurant limited to a maximum size of 2,000 square feet gross floor area and no drive-up window service or in-vehicle food service* and *retail general*. (Uses italicized are not permitted in the GO district.) The NR district also limits individual commercial uses to a maximum gross floor area of 8,000 square feet and does not permit outside storage or display.

Unified Zoning Code ("UZC") compatibility setback standards (Sec. IV-C.4) apply to the side and rear lot lines adjacent to property zoned TF-3 or more restrictive. In this case there is SF-5 and/or TF-3 zoning abutting the southeast and southern property lines. The minimum building compatibility setback is 15 feet plus one foot for each five feet of (subject tract) lot width over 50 feet. In no case shall the compatibility setback standards alone require more than a 25-foot setback. In this instance, the site is 134.44 feet wide resulting in a side (east) and rear (south) yard compatibility setback of 31.88 feet; however, the maximum setback distance required by the code is 25 feet. Compatibility height standards limit building height to a maximum height of 35 feet when located within 50 feet of TF-3 or more restrictive zoning. Compatibility standards also require dumpsters to be located twenty feet from TF-3 or more restrictive zoned property. (It is approximately 23 feet to the south side of the southernmost driveway.) The UZC requires a wooden screening fence, at least six feet tall, and/or landscaping and berms equal to a six-foot tall fence that provides year round solid screening. The landscape ordinance requires buffering of one shade tree every forty feet if there is a fence or one tree every thirty feet plus five shrubs without a fence. The landscape ordinance will also require parking lot screening and a landscaped street yard.

The NO Neighborhood Office ("NO"), NR and GO zoning districts have the same signage regulations, which permit ground or pole signs up to 32 square feet in gross surface area; multi-tenant lots sharing the same sign may have up to twenty-four feet each to a maximum of ninety-six square feet. Sign height is permitted to be up to twenty-two feet. Signs are to be spaced 150 feet apart if there is more one sign per zoning lot. Building signage is limited in the NR district to thirty-two square feet in area and thirty feet in height per building elevation for each major use provided the building elevation to which any sign is to be attached has one of the following: street frontage; is adjacent to a nonresidential zoning district or if adjacent to a residential district, there must be parking, loading or open space with a depth of 150 feet or more as measured from the sign face to the property line which adjoins the residential zoning district. Lighting of such signs is limited to direct or internal illumination of white light only and without flashing or moving images.

The table below compares the development standards contained in the existing Protective Overlay to those proposed by the applicant.

Existing Protective Overlay-134	Proposed Protective Overlay
A. Provide cross-lot access to the property located to the east and close the northernmost and the southernmost of the three existing drives on Vassar Avenue	
B. Allow those uses permitted by right in the GO zoning district and personal care service and personal improvement service granted as a Conditional Use, with the following uses prohibited: animal care, limited and general; bank or financial institution; broadcast and recording studio; cemetery; correctional placement residence, limited and general; funeral home; group home, limited, general and commercial; group residence, general and limited; manufactured home; heliport; hospital; hotel or motel; marine facility; recreation; printing and copying, limited; recycling collection station, private; school, elementary, middle and high; vocational school; warehouse, self-service; wireless communication facility; and all industrial, manufacturing and extractive uses	Uses on the property would be restricted to the Neighborhood Retail ("NR") district except it would allow a restaurant that exceeds 2,000 square feet; restaurants would be permitted a drive-up window without audible speakers.
C. The development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening fence a minimum of six feet in height and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line	LC screening requirements would be required
D. Restrict building height to 35 feet	
E. Restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the size limitations of the GO district	Signage restricted to NR standards would be allowed
F. Require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim	
G. All uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including	

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base and poles to no more than 14 feet	
H. No sound amplification systems for projecting music or human voices shall be permitted on the property if the music and/or voice can be heard within any residential zoning district, which is located within a 500-foot radius of the site	Restaurants would be permitted a drive-up window without audible speakers

CASE HISTORY: Case number ZON2003-00069 was a change in zoning request from SF-5 Single-family Residential ("SF-5") and GO to LC. On April 9, 2004, the City Council approved GO subject to PO #134. Protective Overlay 134 contained eight development standards: 1) provide cross-lot access to the property located to the east and close the northernmost and the southernmost of the three existing drives on Vassar Avenue; 2) allow those uses permitted by right in the GO zoning district and personal care service and personal improvement service granted as a Conditional Use, with the following uses prohibited: animal care, limited and general; bank or financial institution; broadcast and recording studio; cemetery; correctional placement residence, limited and general; funeral home; group home, limited, general and commercial; group residence, general and limited; manufactured home; heliport; hospital; hotel or motel; marine facility; recreation; printing and copying, limited; recycling collection station, private; school, elementary, middle and high; vocational school; warehouse, self-service; wireless communication facility; and all industrial, manufacturing and extractive uses; 3) the development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening fence a minimum of six feet in height and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line; 4) restrict building height to 35 feet; 5) restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the size limitations of the GO district; 6) require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim; 7) all uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including base and poles to no more than 14 feet and 8) no sound amplification systems for projecting music or human voices shall be permitted on the property if the music and/or voice can be heard within any residential zoning district, which is located within a 500-foot radius of the site.

The property is platted as Lot 1, Block B, Central Bank & Trust Addition, recorded on September 10, 1980. The site has platted twenty-foot building setbacks along the north and west property lines and a ten-foot utility easement is located along the eastern property line.

ADJACENT ZONING AND LAND USE:

NORTH:	GO and B; apartments, an office building and a regional hospital
SOUTH:	SF-5; single-family residences
EAST:	GO, TF-3 and SF-5; medical office, single-family residences
WEST:	LC and GO; bank

PUBLIC SERVICES: Central Avenue is a four-lane arterial with fifty-feet of half-street right-of-way that carries over 19,000 average daily west-bound trips (2006 data) at Hillside. The site is serviced by all other publicly supplied services. Vassar is a local street with 60 feet of full right-of-way adjacent to the subject site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "local commercial" uses. The local commercial category contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for LC zoning be APPROVED, subject to the following amended Protective Overlay #134:

A. Provide cross-lot access to the property located to the east. Access shall be as approved by the Traffic Engineer and limited to one curb cut on Central Avenue and two on Vassar Street, including access to the trash dumpster if the dumpster is accessed directly from Vassar Street.
B. Even though the property is zoned LC, the property would be restricted to uses permitted by right in the Neighborhood Retail ("NR") district as follows: single-family; duplex; multi-family; accessory apartment; assisted living; church; day care, limited and general; library; utility, minor; automated teller machine; bed and breakfast inn; medical service; office, general; parking area, commercial; agriculture; personal care service; personal improvement service and a restaurant that exceeds 2,000 square feet without drive through service. No sound amplification systems for projecting music or human voices shall be permitted on the property if the music and/or voice can be heard within any residentially zoned property located with a 500-foot radius of the site.
C. The development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening fence a minimum of six feet in height and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line.
D. Trash dumpsters and enclosures shall not be located within any platted or zoning building setback or any compatibility building setback.
E. Building height is restricted to a maximum height of 35 feet.
F. Restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the sign regulations of the NR district. Off-site billboard, portable and electronic signage is prohibited.
G. Require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim.
H. All uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including base and poles to no more than 15 feet.

DRAFT

The following information is provided for comparison purposes between uses permitted in the existing Protective Overlay and the proposed zone change and Protective Overlay: Group home (can't be prohibited if single-family residential is allowed); animal care, limited is not permitted in the NR; animal care, general is not permitted in either the NR or the GO; group residence, general is not permitted in NR; cemetery is a CU in NR; animal care, general is first permitted in GC; funeral home in GO; heliport (CON in all districts); hospital not allowed in NR; hotel/motel not allowed in NR; marine facility not allowed in NR; recreation, indoor/outdoor not allowed in NR; recycling collection station, private not allowed in NR; vocational school not allowed in NR; warehouse, self-service not allowed in NR.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The neighborhood surrounding the application area is fully developed with a mix of single-family and multi-family residential uses, a dental office, a bank and general offices that are zoned SF-5, TF-3, GO and LC. Central Avenue is a four-lane arterial street carrying over 19,000 average daily trips. Land use located further east of the application area along Central Avenue is primarily residential while land use to the west is primarily office and commercial. The subject site is the last undeveloped land with Central Avenue frontage for a considerable distance.

2. The suitability of the subject property for the uses to which it has been restricted: Since 2003, the site has been zoned GO, subject to PO #134 that permits approximately nineteen land uses. The specific permitted uses are outlined in the case history section and comparison table located above. Of the nineteen permitted uses, the duplex, multi-family, general office and medical service uses appear to have been the most likely to have been developed on the site. Presumably they are economically viable prospects given that those or similar uses have developed on nearby property; however, the site remains vacant as currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: As noted above, the property is currently zoned GO, subject to PO #134 that permits approximately nineteen uses by right, such as single-family through multi-family residential, assisted living, church, community assembly, day care, medical service or general office. The proposed zone change and Protective Overlay would add the following uses: group residence, limited; recreation; recycling collection station, private; school, elementary, middle or high; broadcast/recording studio; asphalt or concrete plant, limited; personal care service; personal improvement service; bank or financial institution; printing and copying, limited; restaurant and retail general. Some of the uses that would be added if approved as requested, such as "retail, general" have the potential to generate higher traffic volumes, noise, lighting or litter than can be found in the single-family, apartment, office and bank uses abutting or across the street from the subject tract. The uses proposed by staff attempt to maintain the spirit of the existing Protective Overlay but allow for additional uses that should not significantly detrimentally impact nearby properties if developed per code and as recommended.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request could potentially facilitate the development of an existing vacant lot that is served by all required public services and offer to the public additional residential, office, personal improvement or personal care services. Presumably denial would represent a loss in economic value or opportunity to the applicant.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "local commercial" uses. The local commercial category contains concentrations of

predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

6. Length of time the property has remained vacant as currently zoned: The property has been vacant for at least 24 years, and has been vacant as currently zoned since 2004, as described in the case history section above.

7. Impact of the proposed development on community facilities: The site is served by existing community facilities. Traffic will increase from the property once it is developed; however, existing facilities are adequate to serve anticipated uses.

DALE MILLER, Planning Staff presented the Staff Report.

JOHNSON asked staff if they were okay with the proposed drive-thru if the other drives were vacated.

MILLER said staff generally does not recommend drive thrus that close to single-family homes.

FOSTER mentioned that he had a concern about the drive thru and added that trash service to the site will be a challenge. He also asked about the landscape buffer being cut down to 5 feet on the southeast corner. He said he thinks an 8-foot wall would be appropriate in terms of screening.

MILLER said the Planning Commission can request anything they feel is reasonable and necessary to address the circumstances of the case.

G. SHERMAN mentioned that 22 parking spaces for a 4,500 square foot restaurant seems way under par.

MILLER responded that the parking standards are relative to the number of seats provided in the restaurant. He commented that the Unified Zoning Code (UZC) does not require a site plan with a zoning change request; however, the Commission could make that a condition under the PO.

FOSTER asked about parking on the west side located in the setback or right-of-way.

MILLER said he believes the dimensions on the site plan are correct and added that parking is allowed in the setback in LC zoning.

GREG FERRIS, REPRESENTATIVE FOR THE PROPERTY OWNER made a quick correction and said there will be a written agreement between property owners for cross lot circulation, but he wanted to clarify that both properties were not owned by the same owner. He said the owners have owned the property for a number of years and that prospects of developing this site as an office have been tried and have not been successful. He said the owners were approached by a local pizza company whose owner lives in College Hill and who has a small pizza restaurant in Old Town (Picasso's) and would like to have a small type of neighborhood pizza place in the College Hill area where they believe it can fit. He mentioned architectural covenants that limited metal on the structure and that it must conform to residential standards which they do not have a problem with because that is the way the applicant would like to develop this site.

FERRIS clarified that they are allowed to have parking within the building setback not the right-of-way. He said once the application is approved they will have a surveyor go in and design the parking, etc. He commented that they provided the site plan to give the Commissioners an idea of the size of the building (4,300 square feet) which is not a very big building and a neighborhood type restaurant. He said if for

some reason the pizza idea is not successful the owners have a bagel shop in the wings which is also a neighborhood retail type environment. He said 2,000 square feet for development just isn't enough so they are requesting LC zoning with neighborhood restrictions. He said they have no problem with additional staff restrictions. He said they would like the option of a drive thru for people to be able to pick up pizza.

FERRIS said they have been working with the City Traffic Engineer concerning access issues and stated that they will actually be closing 2 drives onto Central and creating a single drive for both parcels. In addition, he said they are giving up a drive on Vassar. He said they believe this also creates a neighborhood friendly environment. He said they have no problem with an 8-foot solid fence if the Commission would like to make that a requirement. He said the character of the neighborhood is mixed use (office, light commercial, residential, apartments and institutional) and they believe this zoning will fit and will not have a negative impact. He said they do not believe the site is it suitable to what it has been restricted to because it has been vacant for a very long time. He mentioned development policies and said they believe the limited scope they are proposing will have no detrimental impact on the neighborhood. He said they believe this will have a positive impact on the neighborhood instead of a vacant parking lot that can become an attractive nuisance. He said they believe a well-lit, attractive building on the property will be a gain to public health and safety. He mentioned requirements of the "Golden Rules" policy and said they believe this site qualifies for rezoning. He said this will be a quality development that fits into the neighborhood. He concluded by stating that the owners were present for specific questions.

D. SHERMAN asked if they foresee this as a full blown drive thru or just a pick up window.

FERRIS said it is a pick up window with no audible sound or signage. He added that people will not be able to place orders at the drive thru, just pick up orders.

ALDRICH asked about the location of the trash receptacles.

FERRIS said whoever designs the site will take staff's limitations and setback requirements into consideration. He also mentioned screening requirements, the 10-foot landscape buffer and 8-foot screening wall. He said once the application is approved, the applicant will file a revised site plan to be approved by staff.

FOSTER commented that he liked the idea of staff approving a revised site plan.

PAT COULTER, 413 N. VASSAR said two-thirds of the traffic coming from Vassar instead of Central, which was designed to carry the traffic, affects his family and surrounding property owners a lot. He cautioned the City that this neighborhood is being attacked on every side. He said wrecks occur on 3rd and Vassar (one block south of the site) every day. He said Vassar was not designed to carry this much traffic because it is a 40-foot residential street and cars hit at the "jog" in the street. He said he would hate to have a business relying on traffic and customers coming from the interior part of College Hill neighborhood. He said Central is the arterial and people need to access the property from Central rather than Vassar. He said he has designed Pizza Hut sites and it is easy to say that they will not have a speaker box or menu; he mentioned that the resident to the west immediately south of Intrust Bank cannot sleep because car lights shine into his house all night. In addition, he said his neighbor gets to listen to all the people who come through the bank drive thru window. He mentioned the dilapidated fence falling down on the south side of the property which was originally put in by another zoning case. He said the biggest issue is getting traffic up and down Vassar without making a mess. He said Vassar is 1 lane and if he parks his car in the front of his house and his neighbor parks in front of his, you can't get through and it closes off the street. He said Vassar is not designed for more traffic. He recommended making no left

turn signs so people will not use Vassar to access wherever they are going. He concluded by mentioning closing the curb cuts on the arterial Central. He said the City has created a bottle neck in middle of Central with the median that only directs traffic east or west and is not designed to handle curb cuts in and out of a development. He said the City needs to look at how they can redesign the whole median area so anyone who developed this lot could use Central. He also mentioned children coming from College Hill School walking across Central and down Vassar.

G. SHERMAN asked Mr. Coulter to point out where he lived.

COULTER said Intrust Bank does a good job taking care of their property, but there is so much commercial development close by and they have to pick up trash all the time.

JOY COULTER, 413 N. VASSAR mentioned traffic issues and said that at 6:00-7:00 p.m. in the evening, you can hardly get down Vassar Street. She said cars and trucks are parked on both sides of the street and that it is very dangerous. She added that they have a lot of children on Vassar and she is concerned about the possibility of an accident where a child could possibly get killed. She said she thinks the City should be more aware of family and residential in the area instead of putting a restaurant in her neighborhood. She said she is very against this for safety reasons. She said they live in a nice area. She said the bank tore down a house and turned a similar area into a park. She agreed that the site has been an eyesore but asked why they can't do something like a park with grass and trees like the bank did that will be useful for the whole area instead of creating a dangerous situation. She concluded by stating that the neighborhood doesn't want this restaurant

SHARON LEWIS, 451 N. CLIFTON said she lives next door to the doctor's office. She said the entrance off of Central is where the doctor usually parks and added that it is a pretty small space to be running the majority of the traffic through.

FERRIS reiterated that they have been working with the City Traffic Engineering and he failed to mention that they wanted to create left turns in and out onto Central which reduces the need to use Vassar and also addresses the median situation. He said the developers did not want traffic on Vassar and that the principal drive will be off of Central.

WARREN asked what type of material will be used for the screening fence.

FERRIS said right now they were planning on installing an 8-foot solid wood fence; however, he added that they would be willing to work with staff if something else were required but they believe a wood fence and landscaping will be adequate.

FARNEY asked about possible location of the trash dumpsters.

FERRIS speculated that the trash receptacles may end up north of the building to meet the 20 foot setback. He said they will be screened. He said the engineering firm will determine where they will be located based on staff restrictions.

FOSTER asked about the possibility of increasing the landscape buffer to 15 feet.

FERRIS said he thinks a 10-foot landscape buffer on a site this size is significant. He said the Commission has the discretion to recommend that; however, it was hard for him to say yes to that at this time.

FOSTER said he is concerned about the wood fencing which he said does not stand up over time. He said he would prefer a concrete or masonry type wall for this situation.

G. SHERMAN said he feels the Commission got too detailed on examining the site plan which was pretty crude and will have to go through the building permit process for parking, setbacks and placement of the dumpsters.

FOSTER asked about the fence versus a masonry wall. He asked Mr. Coulter to come to the podium. He asked if there were trees along the southern and eastern portions of the site that might be damaged by construction of a masonry wall.

COULTER indicated that there is a mulberry bush on the south side. He said he was not sure what was on the east side.

MILLER requested clarification on the motion regarding approval of the drive thru and whether the 8-foot solid screening would be a wall or a fence.

ALDRICH said yes the motion includes the drive thru. He said the 8-foot solid screening requirement was based on what is required by the UZC.

> **MOTION:** To approve subject to staff recommendation, 8-foot solid screening walls on the south and east sides, site plan approval, and no audio devices or menu board with drive thru.
>
> **ALDRICH** moved, **JOHNSON** seconded the motion, and it carried (10-0).

DRAFT

Crockett, Maryann

From: Kathy Laird [kathylaird@att.net]
Sent: Thursday, May 31, 2012 10:15 PM
To: Crockett, Maryann
Subject: Comments RE: Zone change request, Case No. ZON2012-00014

May 31 ,2012

This e-mail refers to Case No: ZON2012-00014.

The applicant is Central and Vassar Development, LLC.

I am a 40-year resident of North Vassar. Kurt Schmidt wants to build a pizza parlor on the southeast corner of Vassar and Central across from INTRUST Bank. We were not informed of this plan. This is a faulty way to execute a plan like this. The majority of us do not want any zoning change – especially for a pizza parlor. There are already four pizza places within a mile radius of our location.

We protest this plan. This is a neighborhood with a unique history. It is a family neighborhood. We have to say NO. Our neighborhood has already been eaten up by Walgreens, a motel and a strip mall at Central and Hillside. Third Street was taken away from us and turned into a parking lot. We must save our neighborhood from any more encroachment by businesses. Also, there's a historical home at Rutan and Second Street that's within a mile of the proposed pizza parlor. We don't want ANY business on the corner of Vassar and Central. The traffic would be terrible, and the children would suffer.

Please let us keep our family-oriented neighborhood. Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Kathy Laird
344 N. Vassar
Wichita, KS 67208

ZONE 2012-14

Crockett, Maryann

From: Katrina Cotton [kc7547@gmail.com]
Sent: Thursday, May 17, 2012 6:09 PM
To: Crockett, Maryann
Subject: Dont build

I dont want the pizza place built at central and vassar, because its a quiet neighboorhood and theres alot of children that play on this block..

Crockett, Maryann

From: Wells-Sjogren, Theresa
Sent: Monday, June 04, 2012 1:00 PM
To: Crockett, Maryann; 'dlmiller@sedgwick.gov'
Subject: Vassar Street Resident comments for tonight's DAB hearing

Good afternoon:

I understand I may submit comments to be read at tonight's DAB regarding the rezoning of the property at the Southeast corner of Vassar and Central. I regret I am unable to attend. Please read the below comments:

As 12-year residents in the 300 block of North Vassar Street, my family has many concerns regarding the rezoning of this property. They are as follows:

- Although the current interest is a pizza parlor (which some may think is appropriate in a residential neighborhood), there is no guarantee that this is what will actually be in the space after the rezoning. Additionally, if the business were to close, there is no guarantee of what other type of business will go in the space once.
- Traffic is a HUGE concern. Already (because of the stoplight right there) people "in a hurry" turn south on Vassar street and speed down an already narrow and crowded street looking for a "shortcut". Add additional drive-through traffic and this will become a very busy street.
- The 300 block of the street is a BRICK PAVED street – and I believe it is under some kind of historical protection. Increased traffic could degrade the quality of this , historical brick road – and it also cannot be widened.
- Many of the homes on Vassar Street have narrow and shared driveways and ALL have single-stall garages. This means there is a tremendous amount of parking on the street – in particular in the evenings after people are home from work. There is barely enough room for those of us who live on the street! These evening hours are the time more traffic from a restaurant would likely occur thus increasing the chances of accidents.
- There are many children in just this two-block strip of Vassar – somewhere between 15 and 20 kids under the age of 18. With views of the homes being blocked by parked cars and increased traffic, it greatly increases the chances for a child/vehicle accident.
- 12 years ago I purchased this home, and as many others on this street, I have restored it and it has nearly doubled in value, making it a valuable part of the College Hill community. I would hate to see all of our efforts go down because of an unfortunate rezoning.
- Finally, if this rezoning MUST happen, I believe we residents should DEMAND that the North end of Vassar street be made a cul-de-sac (or some other sort of barrier) so that traffic cannot drive South down Vassar Street. I know that I myself would not mind taking Rutan or Clifton to get to my house to ensure the College Hill Neighborhood, the historical brick road, and the safety of our children.

These are the major concerns. I know others have brought up other concerns. Please take these thoughts into consideration. Thank you for your attention.

Theresa Wells-Sjogren
335 N Vassar St
Wichita, KS 67208
Cell phone 259-4290

Theresa Wells-Sjogren
Administrative Aide
City of Wichita Park and Recreation
455 N Main, Wichita, KS 67202

☎316.268.4361 option 4
316.219.6359

Crockett, Maryann

From: Kelly Smith [kellysmithconstruction@yahoo.com]
Sent: Monday, June 04, 2012 2:44 PM
To: Miller, Dale; Crockett, Maryann
Subject: zon2012-00014

My name is Lisa Smith and I am a resident in the 300 block of North Vassar. I am writing concerning the above mentioned zoning case as I feel the corner of Vassar and Central is not the best place for a high-traffic business and especially a drive-thru.

As a resident of the area that will be seeing increased traffic flow due to a drive-thru pizza parlor, I have some concerns. As we all know, getting into the parking lot from west-bound Central will be impossible as there is a median prohibiting a left turn. This traffic will inevitably travel through our residential streets, We live on a **very narrow brick street that only runs for a block and a half**. It doesn't make sense to try and funnel drive-thru traffic through this constricted path, Many of us (myself included) share small driveways with neighbors. The parking area in front of our homes is a necessity.

On our short 1/2 block, we have 16 children. Half of them are under the age of 10. I am sincerely hoping that the zoning committee will take their safety into consideration.

I applaud the small business man, but surely there is a better location for a drive-thru. I love pizza, just like the next guy, but at the present time, I can walk to 4 other pizza locations (Ziggy's, Pizza Hut, Il Vicino, Papa Murphy's).

On our block, we spend a lot of time outside. We walk across the street to visit with our neighbors. We closed our street for the National Night Out and had a block party. Our children walk across the street to play with their friends. The 300 and 400 blocks of North Vassar is a residential area, not a commercial area. Please take it somewhere else.

Thank you for your time,
Lisa Smith

The DISTRICT Advisory Bd hearing is tomorrow evening @ 630 pm. @ Firehouse @ 2255 So. Greenwich Rd.

From: Heather Coulter <pcoulter2@cox.net>
Subject: **District 2 Meeting tomorrow evening**
Date: June 3, 2012 11:36:45 AM CDT
To: Stuart Bolt <stuart.bolt@cox.net>

Good Morning Stuart,
I assume the meeting is tomorrow evening at 6:30 at the South Greenwich Road Fire Station.....I always thought the meetings were held at the Rockwell Branch library on 9th St.
but evidently, I am wrong.

I did not see the College Hill Association listed but am interested in what your discussions have uncovered.

We will attend tomorrow evenings meeting and I am distribuing leaflets this afternoon. Hopefully, despite the changes in this neighborhood, others will attend
as well.

I've thought a lot about this and there are so many bogus items brought up [redacted] that I just cannot sit quietly by while this area goes downhill

1) The MAPC Meeting results should be thrown out as the drawing depicted on their piece of paper was not a legitimate site Plan. Setbacks were not shown. Site plans are not required w/ zone change
Height of building, An accurate site plan drawn to scale was not provided.
2) No provision for dumpster and enclosure to match the building. (NOT A CODE REQUIREMENT; SEE D.
3) No building materials were required....the building could be built of sod for all we know G
4) No accurate count of parking Parking is depicted on the use; restaurants parking based on no. of seats
5) No accurate depiction of setbacks Platted setback along Central Vassar 20' + compatibility setback of 25 on SE + S.
6) the plan on the napkin called for the grass area (landscape setback) inside the Vassar sidewalk is to be eliminated.
7) ALL THE TRAFFIC WILL BE DUMPED ON VASSAR - CLEARLY NOT A BUSINESS ROUTE...IN EVERY CITY I'VE PRESENTED PLANS TO IT IS THE RESPONSIBILITY OF THE
DEVELOPER TO CORRECT THE TRAFFIC SITUATION - I.E. INGRESS AND EGRESS.

DUMPING THE TRAFFIC ON TO A RESIDENTIAL STREET SHOULD NOT BE ALLOWED....THIS WILL GUARANTEE THE NW. 1/4 OF COLLEGE HILL WILL GO DOWNHILL AS
CHILDREN CANNOT WALK TO COLLEGE HILL SCHOOL. It already has gone downhill.....traffic at 3rd and vassar should be observed before this project is allowed.

Code requires MAX 15' tall light stds
8) Proposed site lighting will shine all night long into the residential areas on Clifton and Vassar....H
9) Down zoning because THE PROPERTY HASN'T SOLD IS NOT THE RESIDENTS PROBLEM....LETS HAVE A HISTORY OF WHY THAT COULD BE...MAYBE IT WAS PRICED TOO
HIGH!
10) No approval should be granted until a plan is submitted that shows actual proposed setbacks to the building and to the landscaping and this is again presented to the MAPC.. on
something more accurate than a big chief note pad.
11) Hours of operation
12) Number of Employees at max. shift.
13) Number of seats.?
14) Material Sample board
15) 4 sided architecture to insure I don't have to look at the rear of the building from my front porch....or A

masonry wall high enough to actually screen something & landscaping
16) Existing and Proposed site drainage.....cannot be allowed to flow into Vassar as it is already flooded during a heavy rain...
17) Future protection to the neighborhood when this pizza parlor goes out of business...what will this become....

BEFORE VOTING EVERY VOTING MEMBER SHOULD DRIVE BY THE MESS AT THE WALGREENS AT CENTRAL AND HILLSIDE...I WOULD SAY GO THERE AROUND 8 P.M. TONITE
THE PARKING LOT IS LITTERED, THERE ARE PANDHANDLERS BEGGING, THE GRASS AND LANDSCAPING IS NOT CARED FOR PROPERLY.

WHERE HAS THE SIGN NOTIFYING PASSERBY'S OF THE MEETING....ANY MEETING.

HOW DOES THE PIZZA PARLOR FIT IN WITH THE BANK, DOCTORS OFFICE, APARTMENT COMPLEX? ANSWER IS.....DING, IT DOESN'T.

LONG ISLAND NEW YORK COUNTIES OF NASSAU AND SUFFOX HAVE RECENTLY OUTLAWED GREASE LADEN VAPORS - YES, PIZZA PARLORS BECAUSE THE SMELL
AROUND THEM IS HORRIFIC....THEY CAN NO LONGER BE LOCATED ADJACENT TO RESIDENTIAL PROPERTY.....A NORTH WIND HERE WILL MAKE ALL OF COLLEGE HILL SMELL LIKE A BIG PEPPERONI.....A SOUTH WIND WILL BE SMELLED BY EVERYONE IN SLEEPY HOLLOW.

At the MAPC Meeting, it was noted the chain and little posts were not up. the people with the Dr's office knocked them down or they were gradually knocked down by the property
owner's own employees....as they all drive up Vassar and pulled in because parking at the Dental office is non-existent or inadequate.

18) What is the future of the Dental Office?
19) Signage should be via a monument sign...not a pylon sign....this is not unusual.
20) The deveoper should be required to put in a hammerhead cul-de-sac on Vassar so all cars from this Pizza Place must turn right existing on Vassar....they just cannot be dumpter
on to a 25 ft. wide street w/parking on both sides....
21) Get a time lapse film of traffic at 3rd and Vassar....it is bedlam now...can you imagine the future...
22) location of outdoor signs should be required before approval
23) location, height and candle power of all outdoor lighting
24) LOCATION OF PROPOSED DETENTION POND TO SATISFY FED. GOV. MANDATES NPPDS...
25) EROSION Control ....no construction traffic on Vassar...
26) Pre development vs. post-development drainage calculations.....cannot exceed current runoff rates with more paving than currently exists.
27) Roof- runoff should be piped underground.
28) New and existing landscape areas should be sprinklered.
29) Is there a fire hydrant within the required distance of the property?
30) How will you protect the 2 story homes on Clifton that will be looking down on the top of the building.....All root-top equipment should be screened either by raised parapet or
screening devices provide by the Roof-top unit manufacturers. We don't need another Marriot Courtyard look driving down central or visible from my front porch.
31) ADA Parking to meet required code.

These are 31 questions that deserve an answer by the developer in paper either via a well-drawn site plan drawn to scale, building elevations and material schedule...we don't need a

concrete block building...painted cream color..

The project should be returned to the MAPC demanding discussion of the above before being approved and rammed down the neighborhood. We've fought hard to keep the neighborhood vital and it's a chore...picking up litter...walgreen wrappers, etc.

The decision you make will at minimum affect the quality of life of residents from Roosevelt to Holyoke and North to Sleepy Hollow. Two drives on to Vassar to solve the Central Problem
is not a solution.....the developer should be required to work with the city to eliminate the raised median mess in Central. It's been a problem for years. Then they can solve the above
problems like a good city should require and good developer should want to do.

Thank you for taking the time to think about the above items before voting on this....it should have been handled by the MAPC, but I think their decision was predictable and certainly no
questions were answered or depicted on the hand-drawn sketch provided....that was not to scale.

Again, Thank You !!

Here's to good development that can make an area great, not go downhill.
Patrick A. Coulte

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **ZON2012-14**

DATE: June 11, 2012

On Monday, June 4, 2012, the District II Advisory Board considered the request to change the current zoning General Office (GO) to Limited Commercial (LC) subject to a Protective Overlay located on the Southeast corner of East Central Avenue and North Vassar Avenue.

The applicant is seeking a zone change from GO General Office ("GO"), subject to the development standards found in Protective Overlay ("PO") #134 ("PO #134") that are detailed in the case history section located below, to LC Limited Commercial ("LC"), subject to a revised Protective Overlay, on .58 acre located at the southeast corner of East Central Avenue and North Vassar Avenue. The site is currently undeveloped, and has been for 20 plus years. The property has 134.44 feet of frontage along Central Avenue and 188.89 feet along Vassar Avenue. As indicated in the agent's attached letter dated April 5, 2012, and associated site plan, the applicant proposed to develop a 6,000 square-foot building on the southern one-third of the site. Parking is proposed to be located on the northern two-thirds of the lot. The applicant's agent has advised staff that the applicant has two potential restaurant operators considering the site if the zone change is approved.

The applicant's proposed protective overlay contains the following development standards: (even though the site would be zoned LC) uses on the property would be restricted to the Neighborhood Retail ("NR") district except it would allow a restaurant that exceeds 2,000 square feet; restaurants would be permitted a drive-up window without audible speakers; LC screening requirements would be required and signage restricted to NR standards would be allowed. The applicant's site plan depicts a relocated driveway on Central from the northeastern to the northwestern quadrant of the site and closure of the northernmost driveway along Vassar Street. The trash dumpster is proposed to be located at the existing southernmost curb cut, approximately 60 feet north of the site's southern property line. If developed as shown on the site plan, the proposed 100-foot by 60-foot building would act as a buffer between the proposed parking lot on the north and the residences located to the south and east of the site. However, the proposed Protective Overlay does not require development in conformance with the site plan; nor does it show how a drive-through would be located on the site.

As currently zoned the site is not permitted to have a restaurant since the GO district does not permit restaurants. The NR Neighborhood Retail ("NR") zoning district is the first zoning district to permit a restaurant but it is subject to Sec. III-d.6.t. Section III-d.6.t limits restaurants in the NR district to a maximum size of 2,000 square feet in gross floor area and prohibits drive-up window or in-vehicle food service. The LC district does not restrict restaurants in the same fashion as the NR district. Additional

NR development standards include: no individual commercial use can exceed 8,000 square feet; the NR district is not be used on sites that exceed six acres in size and no outdoor storage or display is permitted for commercial uses.

The table presented below provides a comparison of the uses currently permitted; those uses proposed by the applicant and those uses recommended by planning staff. The uses lined out are allowed in the GO district but were excluded by the existing Protective Overlay.

Uses Permitted in the GO District; Uses lined out are not permitted by the **Current PO**	Uses Permitted in the NR District; Uses lined out are not permitted by the **Proposed PO**	PO Uses **recommended** by staff
Single-family	Single-family	Single-family
Duplex	Duplex	Duplex
Multi-family	Multi-family	Multi-family
Accessory Apartment	Accessory Apartment	Accessory Apartment
Assisted Living	Assisted Living	Assisted Living
~~Group Home~~ (Cannot now be excluded by state law)	Group Home (Cannot now be excluded by state law)	Group Home
~~Group Residence Limited and General~~	Group Residence, Limited	
~~Cemetery~~		
Church	Church	Church
Community Assembly		
Day Care, Limited and General	Day Care, Limited and General	Day Care, Limited and General
Golf Course		
~~Hospital~~		
Library	Library	Library
Nursing Facility		
Parks and ~~Recreation~~	Parks and Recreation	
~~Recycling Collection Station, Private~~	Recycling Collection Station, Private	
~~School, Elementary, Middle and High~~	School, Elementary, Middle or High	
University or College		
Utility, Minor	Utility, Minor	Utility, Minor
Automated Teller Machine	Automated Teller Machine	Automated Teller Machine
Bed and Breakfast Inn	Bed and Breakfast Inn	Bed and Breakfast Inn
~~Broadcast/Recording Studio~~	Broadcast/Recording Studio	
~~Funeral Home~~		
~~Hotel/Motel~~		
~~Marine Facility~~		
Medical Service	Medical Service	Medical Service
Office, General	Office, General	Office, General
Parking Area, Commercial	Parking Area, Commercial	Parking Area, Commercial
~~Wireless Communication Facility~~	Wireless Communication Facility	
~~Asphalt or Concrete Plant, Limited~~	Asphalt or Concrete Plant, Limited	

Agriculture	Agriculture	Agriculture
Personal Care Service (CU approval required)	Personal Care Service	Personal Care Service
Personal Improvement Service (CU approval required)	Personal Improvement Service	Personal Improvement Service
~~Animal Care, Limited and General~~		
~~Bank or Financial Institution~~	Bank or Financial Institution	
~~Correctional Placement Residence, Limited and General~~	Correctional Placement Residence, Limited	
~~Heliport~~		
~~Printing and Copying, Limited~~	Printing and Copying, Limited	
~~Vocational School~~		
~~Warehouse, self-service~~		
	Restaurant, ~~limited to max. size of 2,000 square feet and no drive through or in-car service~~	Restaurant exceeding 2,000 square feet w/o drive through
	Retail, General, limited to max. size of 6,000 square feet	

Selected uses permitted by right in the GO district include: single-family, duplex, multi-family, assisted living, group residence limited and general, church, community assembly, day care limited and general, hospital, nursing facility, ATM, bed and breakfast inn, funeral home, hotel/motel subject to Sec. III-D.6.j, medical service and general office. For comparison purposes, selected uses permitted by right in the NR district include: single-family, duplex, multi-family, assisted living, group residence limited and general, church, day care limited and general, *school elementary, middle and high*, ATM, *bank*, bed and breakfast inn, medical service, general office, *personal care service*, *personal improvement service*, *restaurant limited to a maximum size of 2,000 square feet gross floor area and no drive-up window service or in-vehicle food service* and *retail general*. (Uses italicized are not permitted in the GO district.) The NR district also limits individual commercial uses to a maximum gross floor area of 8,000 square feet and does not permit outside storage or display.

Unified Zoning Code ("UZC") compatibility setback standards (Sec. IV-C.4) apply to the side and rear lot lines adjacent to property zoned TF-3 or more restrictive. In this case there is SF-5 and/or TF-3 zoning abutting the southeast and southern property lines. The minimum building compatibility setback is 15 feet plus one foot for each five feet of (subject tract) lot width over 50 feet. In no case shall the compatibility setback standards alone require more than a 25-foot setback. In this instance, the site is 134.44 feet wide resulting in a side (east) and rear (south) yard compatibility setback of 31.88 feet; however, the maximum setback distance required by the code is 25 feet. Compatibility height standards limit building height to a maximum height of 35 feet when located within 50 feet of TF-3 or more restrictive zoning. Compatibility standards also require dumpsters to be located twenty feet from TF-3 or more restrictive zoned property. (It is approximately 23 feet to the south side of the southernmost driveway.) The UZC requires a wooden screening fence, at least six feet tall, and/or landscaping and berms equal to a six-foot tall fence that provides year round solid screening. The landscape ordinance requires buffering of one shade tree every forty feet if there is a fence or one tree every thirty feet plus five shrubs without a fence. The landscape ordinance will also require parking lot screening and a landscaped street yard.

The NO Neighborhood Office ("NO"), NR and GO zoning districts have the same signage regulations, which permit ground or pole signs up to 32 square feet in gross surface area; multi-tenant lots sharing the same sign may have up to twenty-four feet each to a maximum of ninety-six square feet. Sign height is permitted to be up to twenty-two feet. Signs are to be spaced 150 feet apart if there is more one sign per zoning lot. Building signage is limited in the NR district to thirty-two square feet in area and thirty feet in height per building elevation for each major use provided the building elevation to which any sign is to be attached has one of the following: street frontage; is adjacent to a nonresidential zoning district or if adjacent to a residential district, there must be parking, loading or open space with a depth of 150 feet or more as measured from the sign face to the property line which adjoins the residential zoning district. Lighting of such signs is limited to direct or internal illumination of white light only and without flashing or moving images.

The table below compares the development standards contained in the existing Protective Overlay to those proposed by the applicant.

Existing Protective Overlay-134	Proposed Protective Overlay
A. Provide cross-lot access to the property located to the east and close the northernmost and the southernmost of the three existing drives on Vassar Avenue	
B. Allow those uses permitted by right in the GO zoning district and personal care service and personal improvement service granted as a Conditional Use, with the following uses prohibited: animal care, limited and general; bank or financial institution; broadcast and recording studio; cemetery; correctional placement residence, limited and general; funeral home; group home, limited, general and commercial; group residence, general and limited; manufactured home; heliport; hospital; hotel or motel; marine facility; recreation; printing and copying, limited; recycling collection station, private; school, elementary, middle and high; vocational school; warehouse, self-service; wireless communication facility; and all industrial, manufacturing and extractive uses	Uses on the property would be restricted to the Neighborhood Retail ("NR") district except it would allow a restaurant that exceeds 2,000 square feet; restaurants would be permitted a drive-up window without audible speakers.
C. The development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening fence a minimum of six feet in height and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and	LC screening requirements would be required

screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line	
D. Restrict building height to 35 feet	
E. Restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the size limitations of the GO district	Signage restricted to NR standards would be allowed
F. Require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim	
G. All uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including base and poles to no more than 14 feet	
H. No sound amplification systems for projecting music or human voices shall be permitted on the property if the music and/or voice can be heard within any residential zoning district, which is located within a 500-foot radius of the site	Restaurants would be permitted a drive-up window without audible speakers

CASE HISTORY: Case number ZON2003-00069 was a change in zoning request from SF-5 Single-family Residential ("SF-5") and GO to LC. On April 9, 2004, the City Council approved GO subject to PO #134. Protective Overlay 134 contained eight development standards: 1) provide cross-lot access to the property located to the east and close the northernmost and the southernmost of the three existing drives on Vassar Avenue; 2) allow those uses permitted by right in the GO zoning district and personal care service and personal improvement service granted as a Conditional Use, with the following uses prohibited: animal care, limited and general; bank or financial institution; broadcast and recording studio; cemetery; correctional placement residence, limited and general; funeral home; group home, limited, general and commercial; group residence, general and limited; manufactured home; heliport; hospital; hotel or motel; marine facility; recreation; printing and copying, limited; recycling collection station, private; school, elementary, middle and high; vocational school; warehouse, self-service; wireless communication facility; and all industrial, manufacturing and extractive uses; 3) the development shall meet all landscaping, screening, lighting, building setbacks, compatibility standards and buffering requirements, per the Unified Zoning Code and the Landscape Ordinance, including one shade tree or the equivalent every 20 feet along the residential edge(s) of the development for any nonresidential development, and provide a 10-foot landscape buffer along the south property line; install a solid screening fence a minimum of six feet in height and plant trees at a rate of one tree per 20 feet along the south property line and the southern 60 feet of west property line and parking lot landscaping and screening extending to the drive on Vassar, and maintain the existing solid evergreen screen and solid screening fence on the southern 100 feet of the east property line; 4) restrict building height to 35 feet; 5) restrict freestanding signs to one monument type sign no more than eight feet in height and subject to the size limitations of the GO district; 6) require nonresidential buildings to be residential in architectural character and materials, including that metal shall not be used as exterior materials except for incidental accent or trim; 7) all uses shall be developed to minimize light trespass and glare from nonresidential uses to residential zoning districts by employing cut-off luminaries and by limiting light fixtures, including

base and poles to no more than 14 feet and 8) no sound amplification systems for projecting music or human voices shall be permitted on the property if the music and/or voice can be heard within any residential zoning district, which is located within a 500-foot radius of the site.

The property is platted as Lot 1, Block B, Central Bank & Trust Addition, recorded on September 10, 1980. The site has platted twenty-foot building setbacks along the north and west property lines and a ten-foot utility easement is located along the eastern property line.

ADJACENT ZONING AND LAND USE:

NORTH:	GO and B; apartments, an office building and a regional hospital
SOUTH:	SF-5; single-family residences
EAST:	GO, TF-3 and SF-5; medical office, single-family residences
WEST:	LC and GO; bank

Citizen Questions/Concerns

- **Major concerns in regard to safety of young children that reside on Vassar**
- **Noise from large equipment associated with potential development**
- **Traffic heading South on Vassar**
- **Smell of Pizza in the area**
- **Fear for Neighbors that reside on Clifton in regard to view of potential development**
- **Potential drunk drivers leaving establishment heading South on Vassar**
- **Issues with parking on Vassar**
- **Potential for trash/beer bottles left on Vassar**

Recommended Action: The DAB voted **(9-0)** to accept the Planning Departments recommendation as presented including;

1. Dense to 8 foot masonry wall
2. Allowance of pick-up window

Added modification:

1. No left turn on Vassar signs
2. Wall extending from the south to a reasonable length (certainly less than 15')
3. Applicant to work with the neighborhood on issues including potential collaboration for hammer head at the end of Vassar and 3rd.

Antione Sherfield
Neighborhood Assistant – District II

Agenda Item No. V- 3

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: CON2012-00023 – Conditional Use request to permit an Event Center on LC Limited Commercial ("LC") zoned property; generally located west of Arkansas Avenue, on the southwest corner of 25th Street North and Shelton Avenue. (District VI)

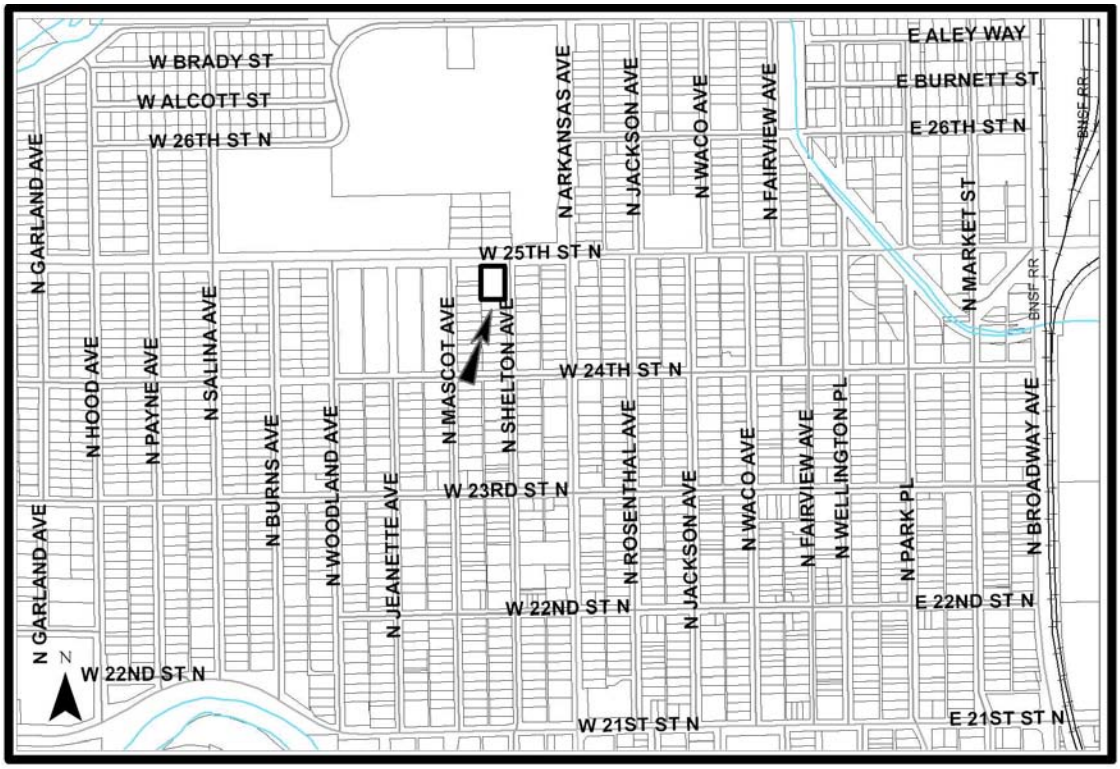
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, with conditions (8-2).

MAPD Staff Recommendations: Approve, with conditions.

DAB VI Recommendation: Deny (5-1).



Background: The applicants are requesting consideration for a Conditional Use permit for an "event center" on the LC Limited Commercial ("LC") zoned lot located on the southwest corner of 25th Street North and Shelton Avenue. Sec-B.4k. of the Unified Zoning Code ("UZC") defines an "event center" as "…premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled." If an "event center" is located within 300 feet of a church or place of worship, public park, school, or residential zoning district it may be considered for a Conditional Use permit in the LC zoning district; Sec.III-D.6w. The site is located within 300 feet of a church, a public park, a public school and residential zoning. The applicants propose to rent the facility out for children's birthday parties or other special events. The applicants have stated that there will be no alcoholic or malt beverages, live music, DJs, dancing, or outdoor activities allowed on the site; such activities would cause the facility to be considered a "nightclub in the city," which would also require a Conditional Use. The applicants propose to have a 12 a.m. closing time. The site does not provide the code required onsite parking. The applicants' site does have additional space that could be developed as parking, which would require a revised site plan.

North of the site, across 25th Street North is a LC and B Multi-Family Residential ("B") zoned strip retail store. The SF-5 Single-Family Residential ("SF-5") Cloud Elementary school and a LC zoned portion of Evergreen Public Park (with a branch library) are the other developments located north of the site. Vacant B zoned property abuts the west side of the site as well as abutting and adjacent SF-5 zoned single-family residences, a church and the Schell public park. SF-5 zoned single-family residences abut and are adjacent to the south side of the site. A LC zoned restaurant and a garage and TF-3 zoned single-family residences and vacant lands are adjacent to the east side of the site. The parks and the school are the most prominent features of the area.

Analysis: At the May 16, 2012, District Advisory Board (DAB) VI meeting, the DAB considered this request, with the following conditions:

A. The site shall be in conformance with the approved site plan.
B. No alcoholic or malt beverages, live music, DJs, dancing, or karaoke are permitted on the site.
C. No outdoor entertainment, recreation, food or drink services are permitted on the site.
D. The facility may be rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled.
E. The applicants shall comply with all applicable development standards of the UZC, including but not limited to parking, screening, and landscaping.
F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of an event center in the City.
G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

People appeared at the meeting to protest the request. The DAB voted (5-1) to deny the Conditional Use, as stated in the attached DAB memorandum.

The MAPC heard this request at their May 17, 2012, meeting. The MAPC voted (8-2) to approve the Conditional Use, with the above conditions. People attended the meeting to protest the request.

Protests were received at the end of the two week protest period, which totaled 24.22% of the land area located within the 200 foot protest radius. Because the protests total more than 20% of the land area located within the 200 foot protest radius, a 3/4 majority vote of the City Council is needed to overturn

the protests. Planning staff has also received several protests outside the protest radius that have appeal status.

Financial Considerations: There are no financial considerations in regards to the Conditional Use request.

Goal Impact: The application will promote Economic Vitality.

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

Recommendation/Actions: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions, and authorize the Mayor to sign the resolution (requires a 3/4 majority vote to override the protests); or 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); or 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

Attachments: Resolution, MAPC Minutes, DAB VI memorandum, Protest Map and Site Plan.

RESOLUTION No. 12-146

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT AN EVENT CENTER ON APPROXIMATELY 0.57-ACRES ZONED LC LIMITED COMMERCIAL ("LC"), GENERALLY LOCATED WEST OF ARKANSAS AVENUE, ON THE SOUTHWEST CORNER OF 25TH STREET NORTH AND SHELTON AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow an Event Center, on approximately 0.57-acres zoned LC Limited Commercial ("LC") legally described below:

Case No. CON2012-00023

A Conditional Use to allow an Event Center, on approximately 0.57-acres zoned LC Limited Commercial ("LC") described as:

Lot 2, Laham Addition, Wichita, Sedgwick County, Kansas; generally located west of Arkansas Avenue, on the southwest corner of 25th Street North and Shelton Avenue.

SUBJECT TO THE FOLLOWING CONDITIONS:

A. The site shall be in conformance with the approved site plan.
B. No alcoholic or malt beverages, live music, DJs, dancing, or karaoke are permitted on the site.
C. No outdoor entertainment, recreation, food or drink services are permitted on the site.
D. The facility may be rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled.
E. The applicants shall comply with all applicable development standards of the UZC, including but not limited to parking, screening, and landscaping
F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of an Event Center in the City.
G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

June 19, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE MAY 17, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CON2012-23 – Eduardo and Valdez Martinez (owners) request a City Conditional Use request to permit an Event Center in the City in LC Limited Commercial zoning on property described as:

Lot 2, Laham Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting consideration for a Conditional Use permit for an "Event Center" on the LC Limited Commercial ("LC") zoned lot located on the southwest corner of 25th Street North and Shelton Avenue. Sec-B.4k. of the Unified Zoning Code ("UZC") defines an Event Center as "...premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled." If an Event Center is located within 300 feet of a "Church or Place of Worship," public "Park", "School", or residential zoning district it may be considered for a Conditional Use permit in the LC zoning district; Sec.III-D.6w. The site is within 300 feet of a church, a public park, a public school and residential zoning. The applicants propose to rent the facility out for children's birthday parties or other special events. The applicants have stated that there will be no alcoholic or malt beverages, live music, DJs, dancing, or outdoor activities allowed on the site; such activities would cause the facility to be considered a "Night Club in the City," which would also require a Conditional Use. The applicants propose to have a 12 a.m. closing time.

North of the site, across 25th Street North is a LC and B Multi-Family Residential ("B") zoned strip retail store. The SF-5 Single-Family Residential ("SF-5") Cloud Elementary school and a LC zoned portion of Evergreen public park (with a branch library) are the other developments located north of the site. Vacant B zoned property abuts the west side of the site as well as abutting and adjacent SF-5 zoned single-family residences, a church and the Schell public park. SF-5 zoned single-family residences abut and are adjacent to the south side of the site. A LC zoned restaurant and a garage and TF-3 zoned single-family residences and vacant lands are adjacent to the east side of the site. The parks and the school are the most prominent features of the area.

The applicants' floor plan demonstrates a proposed 2,988 square-foot facility, and their site plan indicates 25 parking spaces on the site. The UZC would require 1 parking space per 45 square feet of public assembly for the proposed facility, or 66 total spaces. If the applicants do not expand but stay with the existing 2,028 square foot building, the required parking would be 45 spaces. With either development scenario the site does not provide the code required onsite parking. The applicants' site does have additional space that could be developed as parking, which would require a revised site plan.

CASE HISTORY: The site is Lot 2, of the Laham Addition, which was recorded with the Sedgwick County Register of Deeds March 2, 1971. Staff has received two written protest.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, B, SF-5	Retail strip, Public Park, public elementary school
SOUTH:	SF-5, TF-3	Single-family residences
EAST:	TF-3, LC	Single-family residences, vacant land
WEST:	SF-5	Vacant land, single-family residences, church, public park

PUBLIC SERVICES: 25th Street North is a two-lane minor arterial street at this location with a 100-foot right-of-way. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The *2030 Wichita Functional Land Use Guide* depicts this location as being appropriate for "local commercial," which contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair or service stations, grocery stores, florist shops, restaurants and personal service facilities.

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

A. The site shall be in conformance with the approved site plan.
B. No alcoholic or malt beverages, live music, DJs, dancing, or karaoke are permitted on the site.
C. No outdoor entertainment, recreation, food or drink services are permitted on the site.
D. The facility may be rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled.
E. The applicants shall comply with all applicable development standards of the UZC, including but not limited to parking, screening, and landscaping
F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of an Event Center in the City.
G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The acreage and developments of Cloud Elementary school and Evergreen and Schell public parks are the most prominent features of the area. The mostly SF-5 zoned single-family residential neighborhoods abut these public institutional developments, with small LC zoned retail located along the 25th Street North – Arkansas Avenue intersection.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC which allows a wide variety of retail, office and residential uses. The site could be used as zoned and developed or redeveloped as currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed use is for rented special events only and coupled with the conditions of the Conditional Use should minimize detrimental impact on nearby property. The site needs to meet the code required parking, screening and landscaping standard to further minimize detrimental impact on nearby property.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The *2030 Wichita Functional Land Use Guide* depicts this location as being appropriate for "local commercial," which contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair or service stations, grocery stores, florist

DRAFT

shops, restaurants and personal service facilities. A rental special event facility would be in general conformance with the local commercial designation.

5. Impact of the proposed development on community facilities: None identified.

BILL LONGNECKER, Planning Staff presented the Staff Report.

LONGNECKER reported that DAB VI recommended denial of the application by a vote of 5-1. He referred to the memorandum from the DAB that indicates their concerns.

JOHNSON referred to the DAB memorandum and restrictions mentioned in the Staff Report. He said if this application is approved and any of those situations occur will the applicant lose their conditional use permit.

LONGNECKER replied yes and referred to condition F of the Staff Report. He said if the Police cite the owners for violation of any of the conditions listed in the Staff Report, the Zoning Administrator can declare the conditional use permit null and void.

SHERMAN asked about the site plan and the right-of-way in front of the building.

LONGNECKER said he believes opportunities for additional parking are going to be in the rear or to the side of the building.

MITZI MARTINEZ, 2461 N. SHELTON, APPLICANT said her family lives a block from the location and that she has lived in the neighborhood since she was 8 years old. She said they will be using the site for birthday parties, baptisms and first communion celebrations. She said it would not be a party without background music. She said they want to add an area for games for the children and a seating area for parents. She said they also own the restaurant on the corner. She said maybe they could talk to Plaza Mexico about additional parking spaces. She also mentioned parking on the street and that it should not create a traffic problem. She said they won't have outdoor activities.

ALDRICH asked about music.

MARTINEZ said background music not live music.

FOSTER referred to item B on the Staff Report and clarified that there will be no live music.

MARTINEZ said they wanted speakers and a microphone.

WARREN clarified that there would be no DJ's, no live music or dances and the applicant's are in agreement with Staff recommendations on those items.

MARTINEZ said yes, they just want speakers.

WARREN said it was hard for him to understand why there is so much opposition to this proposed use which is a block from a recreation center with outdoor basketball courts. He said he cannot believe that this use is going to be a detriment to the neighborhood.

DAVID CARDONA, 2502 SHELTON said he has lived in the neighborhood for 66 years, all of his life, and there have been a lot of problems in the neighborhood. He mentioned noise, traffic, trash, fights, and broken beer bottles constantly every day. He said the building is too small for 70 kids, ages 3-9 years old.

DRAFT

He said the only way into the property is from Shelton Street and the main entrance should be off of 25th Street. He said there is a lot of traffic already on Shelton Street and people park on both sides do you can only get one car at a time through there. He said they applicant started out with 3-9 year olds and now they are talking about 19 to 21 year olds. He said there will be loud music and the place will get trashed up. He said he can't believe they are going to be so quiet over there because he has not seen a party that is quiet and he has seen hundreds of them. He concluded by saying that they will have a problem at the site.

FOSTER asked if Mr. Cardona was referring to parties at this particular site.

CARDONA said yes and added that prior to the building being vacant a church operated there and held parties and cookouts and piles of trash were blown up and down the street when the wind came out of the north and guess who had to pick it up.

LOLA HOWARD, 2534 MASCOT said the Commissioners can't realize what a neighborhood problem is until they live in it. She said she has lived in the area since December, 1958. She said the area is predominantly senior households. She said development is encroaching and mentioned the little taco shop and how the person who lives right next door can't go out onto their back porch. She mentioned trash and that the people on Shelton have put up with the traffic forever. She mentioned the Mexican Plaza on 25th Street that rents out retail space in addition to hosting carnivals where parking overflows down Mascot and Shelton. She said this venue is too small. She said there are 3 exits from the building and she wondered are they going to have security to keep the kids out of the vacant lot. She mentioned that the church at the location held sermons with 5-foot speakers that would make her kitchen windows rock. She cited the parks and schools in the areas but added that all the industrial development is just getting closer and closer to their neighborhood. She said she would like to have another house on that lot. She concluded by saying if you don't live in their neighborhood please don't say you can't understand it.

MARTINEZ said concerning the noise level, there will be no outdoor activities. She said parents will not be dropping their children off; it will be a family place where Mom, Dad and the children celebrate birthdays, etc. She said they have been running a similar place on Broadway for 3 years with no problems. She said they want to keep the venue safe for themselves and the children. She said the venue will be well managed and organized.

KLAUSMEYER asked about the average size of the parties.

MARTINEZ said around 15 families at one time.

ALDRICH asked if they were limiting the venue for kids only and if so, what age group would not be allowed to rent the facility.

MARTINEZ said the maximum age would be 11-12 year olds.

FOSTER clarified so the venue will not be available for quinceaneras.

MARTINEZ responded no.

SHERMAN clarified that this was not the "approved" site plan and referred to the background in the Staff Report that refers to the need for 66 parking spaces if the applicant expands the size of the venue and 45 spaces if they stay at the current size. He said the site plan shows 21 spaces.

DRAFT

LONGNECKER responded that the applicant will need to comply with the UZC requirements for parking.

ALDRICH said he is familiar with the history of this area and the issues that have occurred over the years including issues at the park including drinking, sports events getting out of hand, and gang issues in addition to issues at Plaza Mexico. He said this particular site has been an issue in the past so he understands where residents are coming from which is one of the reasons why DAB VI voted to deny the application. He referenced the comment if you don't live in the neighborhood you don't know how it is and although he doesn't live in the neighborhood he does know how it is. He said he was going to support DAB's recommendation for denial of the application.

WARREN said he understands where the neighbors are coming from and doesn't want to discount that at all. He said he believes what is happening here is frustration over past issues is being focused on this one applicant. He said this site is already zoned LC so there is going to be a business of some sort at this location. He said he believes a business is going to help improve the neighborhood or at least not make it any worse. He said he has a hard time looking at this and saying this is going to make the neighborhood worse than what it is. He said you don't punish one business and one individual because of what is going on around it. He said he can't deny a property owner from reasonable use of their property because someone has made mistakes in the past.

FOSTER said he had a concern regarding the age issue and said he questions the viability of that particularly with 15 year olds and their quinceaneras. He also asked about someone celebrating their 50th wedding anniversary.

KLAUSMEYER clarified that the applicant will be on site during all events supervising the parties.

MARTINEZ said yes, or her Mom, Dad or sister. She said one of them is always on site.

JOHNSON said he agreed with **COMMISSION WARREN** that this is LC zoned property. He said with the additional conditions staff has required it is even more restrictive so he is going to support the motion.

WARREN said the Commission has talked about age but the reality is behavior. He said as long as the applicant lives up to the conditions, he doesn't care about age.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **WARREN** seconded the motion, and it carried (8-2). **ALDRICH** and **SHEETS** – No.

DRAFT

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **CON2012-00023** City Conditional Use to permit an Event Center in the City in LC Limited Commercial ("LC") zoning, generally located south of 25th Street North and west of Shelton (2557 N. Shelton).

DATE: May 17, 2012

On Wednesday, May 16, 2012 the District VI Advisory Board (DAB) considered a City Conditional Use to permit an Event Center in the City in LC Limited Commercial ("LC") zoning,.

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker,* Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- Would there be sound outdoors?
- What would the neighbors like to see go in this location?
- Would there be screening and landscaping requirements?
- What kind of event would be held for children to last until midnight?
- Will the setbacks be sufficient for this location?
- Why didn't the applicant come to this meeting?
- Traffic will be a detrimental impact.

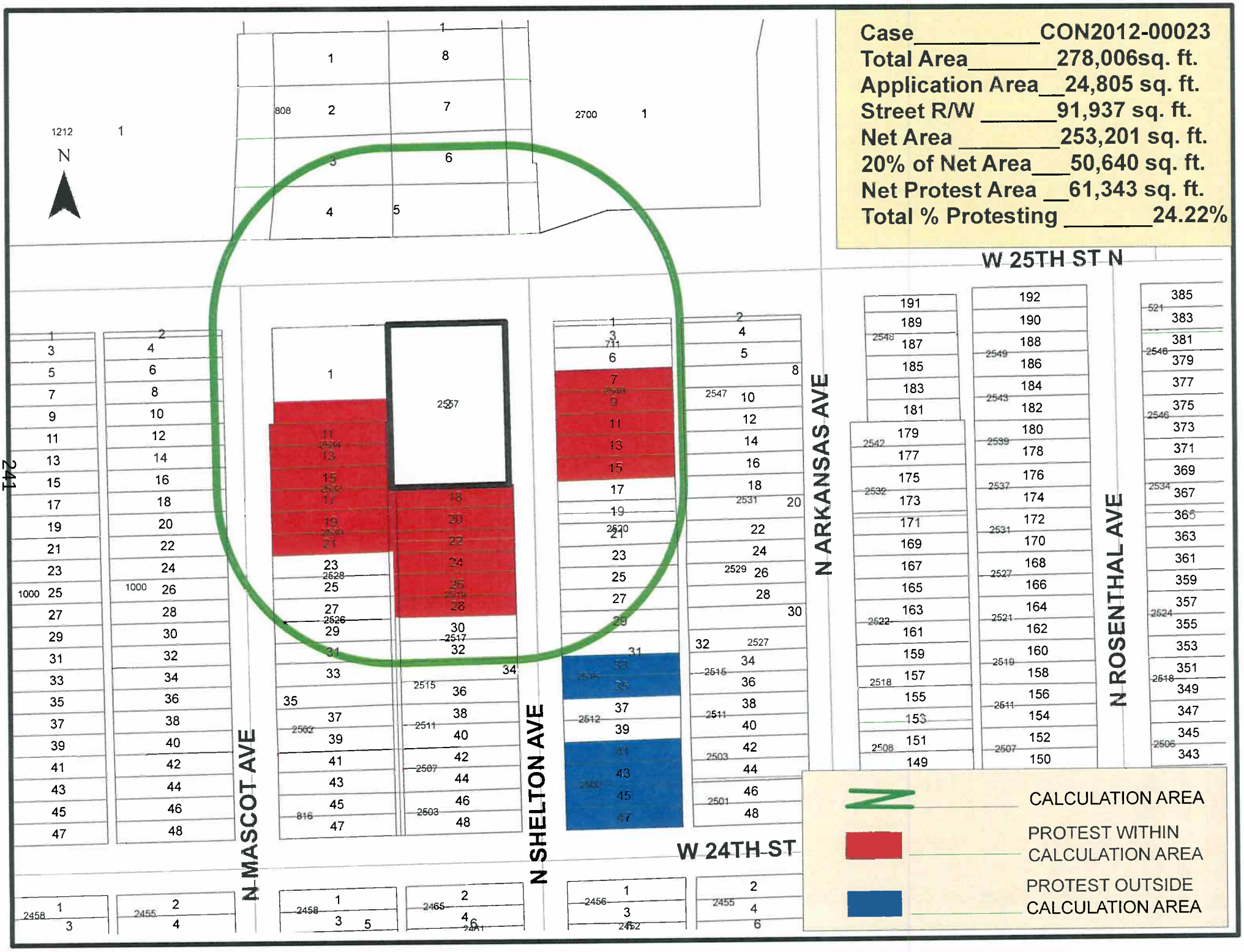
Five members of the public spoke in opposition of the request stating:

- I have a concern about traffic and trash. We have problems already in this neighborhood and don't get help from the city.
- This is an older generation neighborhood that looks out for each other.
- I guarantee you there will be drinking at this location.
- This location will be in my back yard. When the church was there and they held events outdoors the sound would rattle my windows.
- There will be parking up and down our street as we live right across from Plaza Mexico and they park out front of our homes now.

****Action:** The District VI Advisory Board members made a motion to recommend to the City Council **Denial (5-1)** of the conditional use request considering the Golden Rules #2 the suitability of the subject property for the uses to which it has been restricted, #3 the extent to which removal of the restrictions will detrimentally affect nearby property and # 8 the opposition of the neighborhood residents.

Please review this information when **CON2012-00023** is considered.

mtd


Case CON2012-00023
Total Area 278,006sq. ft.
Application Area 24,805 sq. ft.
Street R/W 91,937 sq. ft.
Net Area 253,201 sq. ft.
20% of Net Area 50,640 sq. ft.
Net Protest Area 61,343 sq. ft.
Total % Protesting 24.22%
N
W 25TH ST N
W 24TH ST
N MASCOT AVE
N SHELTON AVE
N ARKANSAS AVE
N ROSENTHAL AVE
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

Z:\Projects\El Carnaval 2\El Carnaval 2.rvt 5/30/2012 11:00:45 AM

Legal Description: Lot 2 Laham Addition
Current Owner: Martinez Eduardo Valdez & Carmelita Pena
Current Zoning: LC Limited Commercial

Proposed Occupancy Requiring a Conditional-Use Permit:
An Event Center for Children's Parties (Banquet Seating 15 SF/Occupant) In The Existing Building With A Proposed Addition for Activities (No Additional Occupants)

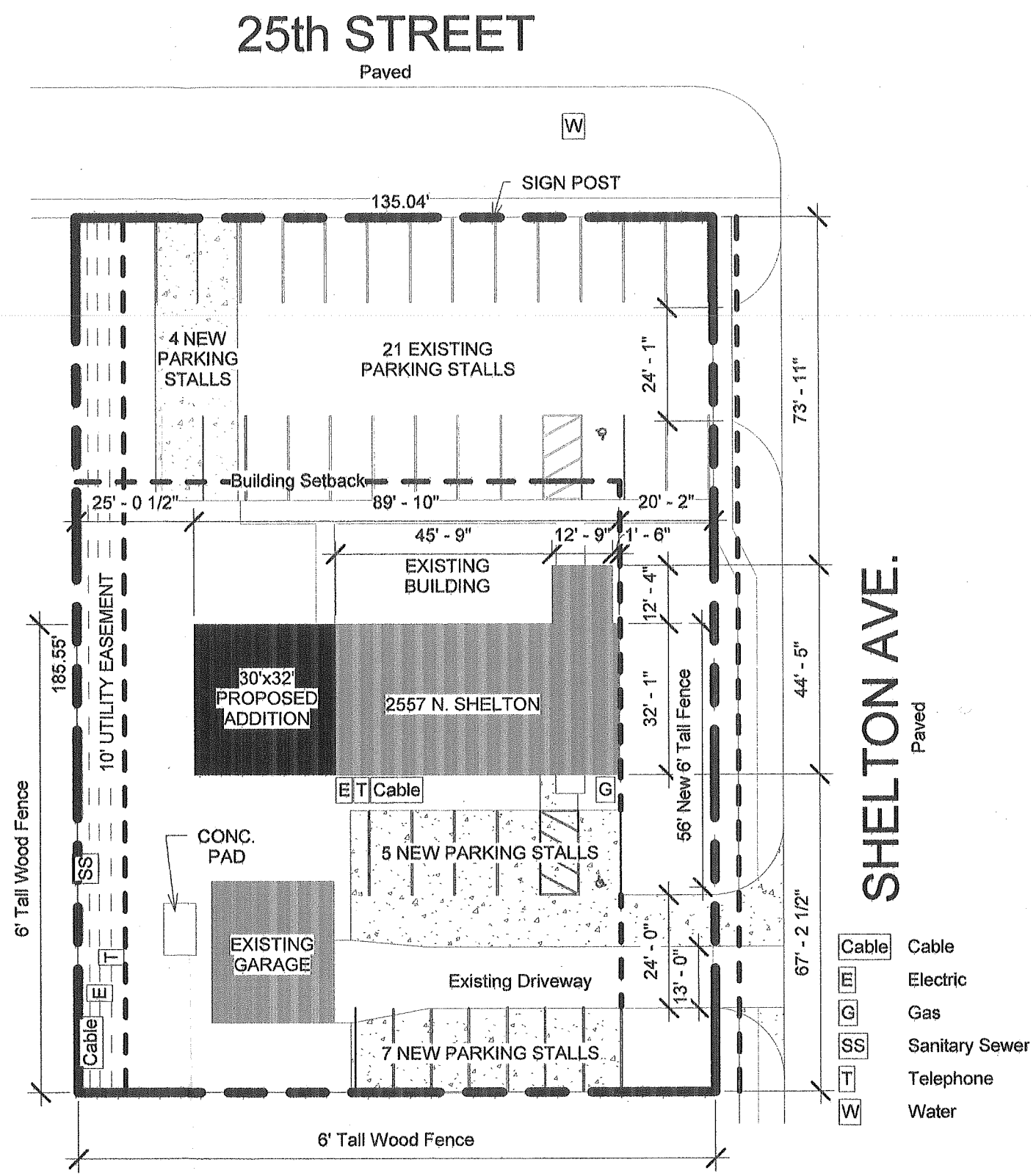
Existing Building Type 2N Construction:
2 Existing Restrooms, 1 Tlt & 1 Lav Each

1650 SF Banquet Room	110 Occupants (1650 / 15 SF/Occupant)
169 SF 2 Offices	2 Occupants (169 / 100 SF/Occupant)
101 SF 2 Restrooms	0 Additional Occupants
144 SF Mechanical Room	0 Additional Occupants
2064 SF Total	112 Total Occupants

Building Addition Type 5N Construction:
960 SF Activity Room — 0 Additional Occupants

Parking:
Required Parking Stalls 112 Occupants / 3 Stalls/Occupant = 37 Parking Stalls
21 Existing Off-Street Parking Stalls
16 Additional Proposed Parking Stalls
37 Total Parking Stalls Shown, Includes 2 Accessible Stalls

Building Use:
Owner Has Another Children's Party Venue Named El Carnaval Located At 3055 N Broadway, Wichita. This Event Center Will Be Used In A Similar Way.



N

ARCHITECTURAL SITE PLAN

1" = 30'-0"

ISSUED 4/9/2012
(Rev 5/30/2012)

RENOVATION ARCHITECTURE PRESERVATION FEASIBILITY

RANDAL STEINER ARCHITECT, P.A.
333 N. WACO
WICHITA, KS 67203
PHONE: 316.265.3222
FAX: 316.265.4648
RSAARCHITECT.COM

Conditional-Use Application Site Plan
Event Center for Children's Parties
2557 N Shelton St
Wichita, KS 67204

SHEET
AP1.0

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Conditional Use Application

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Petitions for Street Paving, Storm Water Drain, Storm Water Sewer and Water Distribution System in Krug South Addition (south of 21st Street North, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the new petitions.

Background: On July 13, 2007 and April 24, 2012, the City Council approved petitions for street paving, storm water sewer and storm water drain in Krug South Addition. The developer has submitted new petitions with an increased budget to revise the improvement districts to change the scope of the project. The signature on the new petitions represents 100% of the improvement district.

Analysis: The projects will provide paving, storm water drain, storm water sewer and water distribution systems for a new residential development located south of 21st Street North, west of 143rd Street East.

Financial Considerations: The existing petitions total $496,000. The new petitions total $1,590,000. The funding source is special assessments.

Goal Impact: The projects address the Efficient Infrastructure goal by providing paving, sewer and drainage required for a new residential development.

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

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

Attachments: Map, CIP sheets, petitions and resolutions.

N CROOKED PINE CT
N BURNING TREE ST
E STEEPLECHASE CIR
N CASTLE ROCK ST
N CASTLE ROCK CT
E ROCKHILL ST
E ROCKHILL CT
E CHURCHILL ST
N WOODDALE ST
N SPLIT RAIL ST
N SPLIT RAIL CT
E CHURCHILL CIR
E SUMMERFIELD CIR
N 143RD ST E

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/24/2012	Water Distribution System in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$32,000		$32,000
Traffic Signals & Turn Lanes				
Totals		$32,000		$32,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90564

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jam	Joseph T. Pazos	Catherine A. Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/24/2012	Water Distribution System in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$52,000		$52,000
Traffic Signals & Turn Lanes				
Totals		$52,000		$52,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90563

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Janzen	Jack T. Pope	Catherine A. Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/24/2012	Water Distribution System in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$41,000		$41,000
Traffic Signals & Turn Lanes				
Totals		$41,000		$41,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90562

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jany	Joseph T. Pozzo	Catherine A Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/24/2012	Water Distribution System in Krug South Addidition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$51,000		$51,000
Traffic Signals & Turn Lanes				
Totals		$51,000		$51,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90561

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jarvis	Joseph T. Pozzo	Catherine A. Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	5/24/2012	Storm Water Sewer in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	Other	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam				
Drainage				
Storm Water Sewer		$22,000		$22,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$22,000		$22,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Peititon

*Storm Water Utility

SWS 668

468-84834

13. Recommendation: Approve the Petition and adopt the Resolution.

Division Head	Department Head	Budget Officer	City Manager
[signature]	[signature]	Catherine A Hilly Date 6/4/12	Date

249

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	5/24/2012	Storm Water Sewer in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	Other	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam				
Drainage				
Storm Water Sewer		$85,000		$85,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$85,000		$85,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Peititon

*Storm Water Utility

SWS 629

468-84326

13. Recommendation: Approve the Petition and adopt the Resolution.

Division Head	Department Head	Budget Officer	City Manager
		Catherine A Hilling	
		Date 6/4/12	Date

250

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	5/24/2012	Storm Water Sewer in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	Other	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam				
Drainage				
Storm Water Sewer		$102,000		$102,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$102,000		$102,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Peititon

*Storm Water Utility

SWS 669

468-84835

13. Recommendation: Approve the Petition and adopt the Resolution.

Division Head	Department Head	Budget Officer	City Manager
Gary Jones	Joseph T. Pope	Catherine A Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	5/24/2012	Storm Water Sewer in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	Other	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam				
Drainage				
Storm Water Sewer		$150,000		$150,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$150,000		$150,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Peititon

*Storm Water Utility

SWS 667

468-84333

13. Recommendation: Approve the Petition and adopt the Resolution.

Division Head	Department Head	Budget Officer	City Manager
Gary Jones	Joseph T. Pope	Catherine A. Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/25/2012	Paving in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$217,000		$217,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$217,000		$217,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-84522

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jones	Joseph T. Pagor	Catherine A Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/25/2012	Paving in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$143,000		$143,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$143,000		$143,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85058

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jones	Joseph T. Pogs	Catherine A. Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/25/2012	Paving in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$161,000		$161,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$161,000		$161,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85056

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Janzen	Joseph P Pozzo	Catherine A Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/25/2012	Paving in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$112,000		$112,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$112,000		$112,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85057

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jones	Joseph T. Pozzo	Catherine A Gulley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/25/2012	Paving in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$202,000		$202,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$202,000		$202,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85059

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Janzen	Joseph T. Pajor	Catherine A Gilley Date 6/4/12	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/25/2012	Paving in Krug South Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$125,000		$125,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$125,000		$125,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85060

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Jones	Joseph D. Pozzo	Catherine A. Hilley Date 6/4/12	Date

8

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION
PHASE 2

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472- ~~85055~~ 84522
(re-petition)

KRUG SOUTH ADDITION
Lots 38 through 60, Block 2;
Lots 5 through 10, Block 4;

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

(a) That there be constructed within the area described above, pavement on Burning Tree Court, from the south line of Lot 61, Block 2, serving Lots 47 through 60, Block 2, to and including the cul-de-sac; Paving Rockhill, from the east line of Burning Tree Circle to the north line of Lot 9, Block 4. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

South of 21st
West of 143rd

II

(b) That the estimated and probable cost of the foregoing improvement is Two Hundred Seventeen Thousand Dollars ($217,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2012.

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

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

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

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

Lot 38, Block 2; Krug South Addition shall pay 276/10,000 of the total cost payable by the improvement district; Lots 39 through 45, Block 2; and Lots 6 through 10, Block 4; Krug South Addition shall each pay 161/10,000 of the total cost payable by the improvement district; Lots 46 through 60, Block 2; and Lot 5, Block 4; Krug South Addition shall each pay 487/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 38 through 60, Block 2; and Lots 5 through 10, Block 4; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
PAVING PHASE 2 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	3033	SY	$ 18.00		$ 54,594.00
Comb Curb and Gutter	2130	LF	$ 14.00		$ 29,820.00
Base Coarse	3820	SY	$ 8.00		$ 30,560.00
Sidewalk	8210	SF	$ 3.00		$ 24,630.00
				Contingencies @ 15% +/-	$ 20,940.60
				Construction Total	$ 160,544.60
				35% Engineering, Administration, Etc.	$ 56,190.61
				TOTAL	$ 216,735.21

For Petition Use $217,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 20 12.

Deputy City Clerk

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION
PHASE 3

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85056

KRUG SOUTH ADDITION
Lots 29 through 37, Block 2;
Lots 11 through 19, Block 3;

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

(a) That there be constructed within the area described above, pavement on Wooddale Street from the south line of Rockhill Street to the Southeast corner of Lot 11, Block 3. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

South of 21st
West of 143rd
II

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Sixty One Thousand Dollars ($161,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 29 through 37, Block 2; and Lots 11 through 19, Block 3; Krug South Addition shall each pay 1/18 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 29 through 37, Block 2; and Lots 11 through 19, Block 3; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
PAVING PHASE 3 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price		Extension
AC Pavement	2750	SY	$ 15.00		$	41,250.00
Comb Curb and Gutter	2062	LF	$ 13.00		$	26,806.00
Base Coarse	3324	SY	$ 7.50		$	24,930.00
Sidewalk	5160	SF	$ 3.00		$	15,480.00
				Contingencies @ 10% +/-	$	10,846.60
				Construction Total	$	119,312.60
				35% Engineering, Administration, Etc.	$	41,759.41
				TOTAL	$	161,072.01

For Petition Use $161,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION
PHASE 4

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85057

KRUG SOUTH ADDITION
Lots 38 through 45, Block 2;
Lots 6 through 10, Block 4;

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

(a) That there be constructed within the area described above, pavement on Rockhill Street from the North East corner of Lot 46, Block 2 to the Northeast corner of Lot 10, Block 4. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

South of 21st
west of 143rd
II

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Twelve Thousand Dollars ($112,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 38 through 45, Block 2; and Lots 6 through 10, Block 4; Krug South Addition shall each pay 1/13 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 38 through 45, Block 2; and Lots 6 through 10, Block 4; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
PAVING PHASE 4 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	1912	SY	$ 15.00		$ 28,680.00
Comb Curb and Gutter	1434	LF	$ 13.00		$ 18,642.00
Base Coarse	2310	SY	$ 7.50		$ 17,325.00
Sidewalk	3585	SF	$ 3.00		$ 10,755.00
				Contingencies @ 10% +/-	$ 7,540.20
				Construction Total	$ 82,942.20
				35% Engineering, Administration, Etc.	$ 29,029.77
				TOTAL	$ 111,971.97

For Petition Use $112,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION
PHASE 5

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85058

KRUG SOUTH ADDITION
Lots 12 through 28, Block 2;

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

(a) That there be constructed within the area described above, pavement on Steeplechase Circle from the West line of Wooddale Street to a point approximately 950 feet West serving Lots 12 – 28, Block 2. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

South of 21st
West of 143rd

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Forty Three Thousand Dollars ($143,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 12 through 28, Block 2; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 12 through 28, Block 2; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
PAVING PHASE 5 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	2820	SY	$ 15.00		$ 42,300.00
Comb Curb and Gutter	1970	LF	$ 13.00		$ 25,610.00
Base Coarse	3400	SY	$ 7.50		$ 25,500.00
Sidewalk	875	SF	$ 3.00		$ 2,625.00
				Contingencies @ 10% +/-	$ 9,603.50
				Construction Total	$ 105,638.50
				35% Engineering, Administration, Etc.	$ 36,973.48
				TOTAL	$ 142,611.98

For Petition Use $143,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 20 12.

Deputy City Clerk

5

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION
PHASE 6

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85059

KRUG SOUTH ADDITION
Lots 1 through 11, Block 2;
Lots 1 through 10, Block 3;

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

(a) That there be constructed within the area described above, pavement on Split Rail Street from the south line of Rockhill Street to the Southwest corner of Lot 10, Block 3; pavement of Split Rail circle for a approximate length of 77 feet serving Lots 7-9, Block 2. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

South of 21st
West of 143rd

II

(b) That the estimated and probable cost of the foregoing improvement is Two Hundred Two Thousand Dollars ($202,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

above in accordance with the terms of this petition.

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

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
PAVING PHASE 6 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price		Extension
AC Pavement	3578	SY	$ 15.00		$	53,670.00
Comb Curb and Gutter	2538	LF	$ 13.00		$	32,994.00
Base Coarse	4316	SY	$ 7.50		$	32,370.00
Sidewalk	5770	SF	$ 3.00		$	17,310.00
				Contingencies @ 10% +/-	$	13,634.40
				Construction Total	$	149,978.40
				35% Engineering, Administration, Etc.	$	52,492.44
				TOTAL	$	202,470.84

For Petition Use $202,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012

Deputy City Clerk

THE CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION
PHASE 7

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85060

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 7 through 14, Block 5;

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

South of 21st
west of 143rd
II

(a) That there be constructed within the area described above, pavement on Churchill Street from East line of Castle Rock Street to the West line of Churchill Circle. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Twenty Five Thousand Dollars ($125,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
PAVING PHASE 7 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	2133	SY	$ 15.00		$ 31,995.00
Comb Curb and Gutter	1600	LF	$ 13.00		$ 20,800.00
Base Coarse	2578	SY	$ 7.50		$ 19,335.00
Sidewalk	4000	SF	$ 3.00		$ 12,000.00
				Contingencies @ 10% +/-	$ 8,413.00
				Construction Total	$ 92,543.00
				35% Engineering, Administration, Etc.	$ 32,390.05
				TOTAL	$ 124,933.05

For Petition Use $125,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

DRAINAGE PETITION
RCBC – PHASE 2

To the Mayor and City Council
Wichita, Kansas

SWD# ~~386~~ 319

Dear Council Members:

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

Revised
468-~~84836~~ 84324

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 1 through 45, Block 2;
Lots 1 through 19, Block 3;
Lots 5 through 10, Block 4;
Lots 7 through 14, Block 5;

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

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

South of 21st West of 143rd St. East
II

(b) That the estimated and probable cost of the foregoing improvements is Ninety Five Thousand Dollars ($95,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2007.

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

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

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

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

Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 39/10,000 of the total cost payable by the improvement district. Lots 12 through 37, Block 2; and Lots 11 through 19, Block 3; Krug South Addition shall each pay 193/10,000 of the total cost payable by the improvement district. Lots 38 through 45, Block 2; and Lots 5 through 10, Block 4; Krug South Addition shall each pay 128/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 17 through 25, Block 1; Lots 1 through 45, Block 2; Lots 1 through 19, Block 3; Lots 5 through 10, Block 4; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **Ritchie Development Corporation, Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
DRAINAGE PETITION
RCBC – PHASE 2
COST ESTIMATE

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	5' x 8' RCBC	70	LF	$ 320.00	$ 22,400.00
2	Wingwalls	4	EA	$ 7,500.00	$ 30,000.00
3	Rip Rap	150	SY	$ 40.00	$ 6,000.00
4	Contingencies @ 20% +/-	1	LS	$ 11,680.00	$ 11,680.00
				Construction Total	$ 70,080.00
				35% Engineering, Administration, Etc.	$ 24,528.00
				TOTAL	$ 94,608.00

For Petition Use $95,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

STORM WATER SEWER PETITION
PHASE 2

To the Mayor and City Council
Wichita, Kansas

SWS # ~~666~~ 629

Dear Council Members:

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

Revised
468- 84~~832~~ 326

KRUG SOUTH ADDITION
Lots 46 through 60, Block 2;
Lot 5, Block 4;

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

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

South of 21st West of 143rd II

(b) That the estimated and probable cost of the foregoing improvements is Eighty Five Thousand Dollars ($85,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2012.

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

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

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

fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 46 through 60, Block 2; and Lot 5, Block 4; Krug South Addition shall each pay 1/16 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 46 through 60, Block 2; and Lot 5, Block 4; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
STORM WATER SEWER PHASE 2 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
18" SWS	230	LF	$ 40.00		$ 9,200.00
24" SWS	305	LF	$ 50.00		$ 15,250.00
30" SWS	250	LF	$ 70.00		$ 17,500.00
Area Inlet	2	EA	$ 2,500.00		$ 5,000.00
Curb Inlet	2	EA	$ 3,000.00		$ 6,000.00
Flowable Fill	70	LF	$ 50.00		$ 3,500.00
Rip Rap	20	SY	$ 50.00		$ 1,000.00
				Contingencies @ 10% +/-	$ 5,745.00
				Construction Total	$ 63,195.00
				35% Engineering, Administration, Etc.	$ 22,118.25
				TOTAL	$ 85,313.25

For Petition Use $85,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 20 12.

Deputy City Clerk

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

STORM WATER SEWER PETITION
PHASE 3

To the Mayor and City Council
Wichita, Kansas

SWS# 667

Dear Council Members:

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

468-84833

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 1 through 11, and Lots 29 through 37, Block 2;
Lots 1 through 19, Block 3;
Lots 7 through 14, Block 5;

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

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

South of 21st
West of 143rd
II

(b) That the estimated and probable cost of the foregoing improvements is One Hundred Fifty Thousand Dollars ($150,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 185/10,000 of the total cost payable by the improvement district. Lots 29 through 37, Block 2; Krug South Addition shall each pay 70/10,000 of the total cost payable by the improvement district. Lots 11 through 19, Block 3; Krug South Addition shall each pay 260/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 17 through 25, Block 1; Lots 1 through 11, and Lots 29 through 37, Block 2; Lots 1 through 19, Block 3; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
STORM WATER SEWER PHASE 3 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
12" SWS	316	LF	$ 25.00		$ 7,900.00
18" SWS	408	LF	$ 40.00		$ 16,320.00
24" SWS	70	LF	$ 50.00		$ 3,500.00
30" SWS	50	LF	$ 70.00		$ 3,500.00
36" SWS	454	LF	$ 85.00		$ 38,590.00
Area Inlet	5	EA	$ 2,500.00		$ 12,500.00
Curb Inlet	5	EA	$ 3,500.00		$ 17,500.00
Rip Rap	20	SY	$ 50.00		$ 1,000.00
				Contingencies @ 10% +/-	$ 10,081.00
				Construction Total	$ 110,891.00
				35% Engineering, Administration, Etc.	$ 38,811.85
				TOTAL	$ 149,702.85

For Petition Use $150,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 20 12.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

STORM WATER SEWER PETITION
PHASE 4

To the Mayor and City Council
Wichita, Kansas

SWS #668

Dear Council Members:

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

468-84834

KRUG SOUTH ADDITION
Lots 12 through 28, and 38 through 45, Block 2;
Lots 6 through 10, Block 4;

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

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

South of 21st
West of 143rd
TT

(b) That the estimated and probable cost of the foregoing improvements is Twenty Two Thousand Dollars ($22,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 12 through 28, and 38 through 45, Block 2; and Lots 6 through 10, Block 4; Krug South Addition shall each pay 1/30 of the total cost payable by the improvement district.

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 12 through 28, and 38 through 45, Block 2; and Lots 6 through 10, Block 4; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
STORM WATER SEWER PHASE 4 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
12" SWS	350	LF	$ 25.00		$ 8,750.00
Area Inlet	2	EA	$ 2,500.00		$ 5,000.00
Rip Rap	20	SY	$ 50.00		$ 1,000.00
				Contingencies @ 10% +/-	$ 1,475.00
				Construction Total	$ 16,225.00
				35% Engineering, Administration, Etc.	$ 5,678.75
				TOTAL	$ 21,903.75

For Petition Use $22,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012

Deputy City Clerk

THE CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

STORM WATER SEWER PETITION
PHASE 5

To the Mayor and City Council
Wichita, Kansas

SWS # 669

Dear Council Members:

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

468-84835

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 1 through 11, Block 2;
Lots 1 through 10, Block 3;
Lots 7 through 14, Block 5;

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

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

South of 21st
West of 143rd

(b) That the estimated and probable cost of the foregoing improvements is One Hundred Two Thousand Dollars ($102,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/38 of the total cost payable by the improvement district.

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
STORM WATER SEWER PHASE 5 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
18" SWS	1399	LF	$ 40.00		$ 55,960.00
Area Inlet	5	EA	$ 2,500.00		$ 12,500.00
				Contingencies @ 10% +/-	$ 6,846.00
				Construction Total	$ 75,306.00
				35% Engineering, Administration, Etc.	$ 26,357.10
				TOTAL	$ 101,663.10

For Petition Use $102,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE 3

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

448- 90561

KRUG SOUTH ADDITION
Lots 29 through 39, Block 2;
Lots 11 through 19, Block 3;
Lot 10, Block 4;

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

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

South of 21st
West of 143rd
II

(b) That the estimated and probable cost of the foregoing improvements is Fifty One Thousand Dollars ($51,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 29 through 39, Block 2; Lots 11 through 19, Block 3; and Lot 10, Block 4; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 29 through 39, Block 2; Lots 11 through 19, Block 3; and Lot 10, Block 4; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 3 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	2	EA	$ 1,000.00		$ 2,000.00
8" WL	1373	LF	$ 16.00		$ 21,968.00
Blowoffs	1	EA	$ 600.00		$ 600.00
Connection to Exist WL	2	EA	$ 1,000.00		$ 2,000.00
Hydrants	3	EA	$ 2,500.00		$ 7,500.00
				Contingencies @ 10% +/-	$ 3,406.80
				Construction Total	$ 37,474.80
				35% Engineering, Administration, Etc.	$ 13,116.18
				TOTAL	$ 50,590.98

For Petition Use $51,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 20 12.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE 5

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

448-90563

KRUG SOUTH ADDITION
Lots 1 through 11, Block 2;
Lots 1 through 10, Block 3;

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

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

South of 21st
west of 143rd
II

(b) That the estimated and probable cost of the foregoing improvements is Fifty Two Thousand Dollars ($52,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 5 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	3	EA	$ 1,000.00		$ 3,000.00
8" WL	1290	LF	$ 16.00		$ 20,640.00
Blowoffs	1	EA	$ 600.00		$ 600.00
Connection to Exist WL	1	EA	$ 1,000.00		$ 1,000.00
Hydrants	4	EA	$ 2,500.00		$ 10,000.00
				Contingencies @ 10% +/-	$ 3,524.00
				Construction Total	$ 38,764.00
				35% Engineering, Administration, Etc.	$ 13,567.40
				TOTAL	$ 52,331.40

For Petition Use $52,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE 4

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

448-90562 KRUG SOUTH ADDITION
Lots 12 through 28, Block 2;

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

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

South of 21st
West of 143rd
II

(b) That the estimated and probable cost of the foregoing improvements is Forty One Thousand Dollars ($41,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 12 through 28, Block 2; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 12 through 28, Block 2; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 4 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	1	EA	$ 1,000.00		$ 1,000.00
8" WL	1075	LF	$ 16.00		$ 17,200.00
Blowoffs	1	EA	$ 600.00		$ 600.00
Connection to Exist WL	1	EA	$ 1,000.00		$ 1,000.00
Hydrants	3	EA	$ 2,500.00		$ 7,500.00
				Contingencies @ 10% +/-	$ 2,730.00
				Construction Total	$ 30,030.00
				35% Engineering, Administration, Etc.	$ 10,510.50
				TOTAL	$ 40,540.50

For Petition Use $41,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE 6

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

448-90564

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 7 through 14, Block 5;

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

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

South of 21st
West of 143rd
II

(b) That the estimated and probable cost of the foregoing improvements is Thirty Two Thousand Dollars ($32,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

(d) That the method of assessment of all costs of the improvement for which the

improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION-Manager** By: _____ Kevin Mullen, President Ritchie Development Corporation	

KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 6 PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	2	EA	$ 1,000.00		$ 2,000.00
8" WL	800	LF	$ 16.00		$ 12,800.00
Connection to Exist WL	2	EA	$ 1,000.00		$ 2,000.00
Hydrants	2	EA	$ 2,500.00		$ 5,000.00
				Contingencies @ 10% +/-	$ 2,180.00
				Construction Total	$ 23,980.00
				35% Engineering, Administration, Etc.	$ 8,393.00
				TOTAL	$ 32,373.00

For Petition Use $32,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 20 12

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

132019

First Published in the Wichita Eagle on June 22, 2012

RESOLUTION NO. 12-147

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 629 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84326** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 629 (SOUTH OF 21ST, WEST OF 143RD ST EAST) 468-84326 IN** THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-123** adopted on **February 13, 2007** and Resolution **No. 12-08**3 adopted on **March 24, 2012**, are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Sewer No. 629 (south of 21st, west of 143rd St. East) 468-84326.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Eighty-Five Thousand Dollars ($85,000)** 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 **March 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 46 through 60, Block 2
Lot 5, Block 4

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 46 through 60, Block 2; and Lot 5, Block 4; KRUG SOUTH ADDITION, shall each pay 1/16 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____

CARL BREWER, MAYOR

ATTEST:

_____

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FROM:

_____

GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 22, 2012

RESOLUTION NO. 12-148

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 667 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84833** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 667 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84833** 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 Sewer No. 667 (south of 21st, west of 143rd St. East) 468-84833.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fifty Thousand Dollars ($150,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1
Lots 1 through 11 and Lots 29 through 37 Block 2
Lots 1 through 19, Block 3
Lots 7 through 14, Block 5

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 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 185/10,000 of the total cost payable by the improvement district. Lots 29 through 37, Block 2; KRUG SOUTH ADDITION shall each pay 70/10,000 of the total cost payable by the improvement district. Lots 11 through 19, Block 3; KRUG SOUTH ADDITION shall each pay 260/10,000 of the total cost payable by the improvement district.

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

SECTION 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 authorized by K.S.A. 12-6a01 et seq., as amended.

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

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____

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 June 22, 2012

RESOLUTION NO. 12-149

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 668 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84834** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 668 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84834** 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 Sewer No. 668 (south of 21st, west of 143rd St. East) 468-84834.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Two Thousand Dollars ($22,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 12 through 28, and 38 through 45, Block 2
Lots 6 through 10, Block 4

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis: The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 12, though 28, and 38 through 45, Block 2; and Lots 6 through 10, Block 4; KRUG SOUTH ADDITION shall each pay 1/30 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 authorized by K.S.A. 12-6a01 et seq., as amended.

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

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____

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 June 22, 2012

RESOLUTION NO. 12-150

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 669 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84835** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 669 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84835** 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 Sewer No. 669 (south of 21st, west of 143rd St. East) 468-84835.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Two Thousand Dollars ($102,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1
Lots 1 through 11, Block 2
Lots 1 through 10, Block 3
Lots 7 through 14, Block 5

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 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/38 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 authorized by K.S.A. 12-6a01 et seq., as amended.

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

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____

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 June 22, 2012

RESOLUTION NO. 12-151

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90561 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90561 (SOUTH OF 21ST, WEST OF 143RD 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 448-90561 (south of 21st, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-One Thousand Dollars ($51,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 29 through 39, Block 2
Lots 11 through 19, Block 3
Lot 10, Block 4

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 29 through 39, Block 2; Lots 11 through 19, Block 3; and Lot 10, Block 4; KRUG SOUTH ADDITION shall each pay 1/21 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 June, 2012.

_____

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 June 22, 2012

RESOLUTION NO. 12-152

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90562 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90562 (SOUTH OF 21ST, WEST OF 143RD 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 448-90562 (south of 21st, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-One Thousand Dollars ($41,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 12 through 28, 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 12 through 28, Block 2; KRUG SOUTH ADDITION shall each pay 1/17 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 June, 2012.

_____

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 June 22, 2012

RESOLUTION NO. 12-153

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90563 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90563 (SOUTH OF 21ST, WEST OF 143RD 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 448-90563 (south of 21st, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Two Thousand Dollars ($52,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 1 through 11, Block 2
Lots 1 through 10, Block 3

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 2; and Lots 1 through 10, Block 3; KRUG SOUTH ADDITION shall each pay 1/21 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 June, 2012.

_____

CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____

GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 22, 2012

RESOLUTION NO. 12-154

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90564 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90564 (SOUTH OF 21ST, WEST OF 143RD 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 448-90564 (south of 21st, west of 143rd St. East).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty -Two Thousand Dollars ($32,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1
Lots 7 through 14, Block 5

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 17 through 25, Block 1; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/17 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 19thday of June, 2012.

_____

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

132019

First Published in the Wichita Eagle on June 22, 2012

RESOLUTION NO. 12-155

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CHURCHILL STREET FROM THE EAST LINE OF CASTLE ROCK STREET TO THE WEST LINE OF CHURCHILL CIRCLE (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85060** 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 **CHURCHILL STREET FROM THE EAST LINE OF CASTLE ROCK STREET TO THE WEST LINE OF CHURCHILL CIRCLE (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85060** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Churchill Street from the east line of Castle Rock Street to the west line of Churchill Circle (south of 21st, west of 143rd St. East) 472-85060.**

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 **One Hundred Twenty-Five Thousand Dollars ($125,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1
Lots 7 through 14, Block 5

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 17 through 25, Block 1; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/17 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. 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 19th day of

June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-156

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 319 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84324** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 319 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84324** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-121** adopted on **February 13, 2007**, is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 319 (south of 21st, west of 143rd St. East) 468-84324.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Ninety-Five Thousand Dollars ($95,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2007**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1
Lots 1 through 45, Block 2
Lots 1 through 19, Block 3
Lots 5 through 10, Block 4
Lots 7 through 14, Block 5

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 39/10,000 of the total cost payable by the improvement district. Lots 12 through 37, Block 2; and Lots 11 through 19, Block 3; KRUG SOUTH ADDITION, shall each pay 193/10,000 of the total cost payable by the improvement district. Lots 38 through 45, Block 2; and Lots 5 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 128/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-157

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **BURNING TREE COURT, FROM THE SOUTH LINE OF LOT 61, BLOCK 2, SERVING LOTS 47 THROUGH 60, BLOCK 2, TO AND INCLUDING THE CUL-DE-SAC; PAVING ROCKHILL, FROM THE EAST LINE OF BURNING TREE CIRCLE TO THE NORTH LINE OF LOT 9, BLOCK 4 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-84522** 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 **BURNING TREE COURT, FROM THE SOUTH LINE OF LOT 61, BLOCK 2, SERVING LOTS 47 THROUGH 60, BLOCK 2, TO AND INCLUDING THE CUL-DE-SAC; PAVING ROCKHILL, FROM THE EAST LINE OF BURNING TREE CIRCLE TO THE NORTH LINE OF LOT 9, BLOCK 4 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-84522** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-127** adopted on **February 13, 2007** and Resolution **No. 12-084** adopted on **April 24, 2012** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Burning Tree Court, from the south line of Lot 61, Block 2, serving Lots 47 through 60, Block 2, to and including the cul-de-sac; paving Rockhill, from the east line of Burning Tree Circle to the north line of Lot 9, Block 4 (south of 21st, west of 143rd St. East) 472-84522.**

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 **Two Hundred Seventeen Thousand Dollars ($217,000)** 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 **March 1, 2012** exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 38 through 60, Block 2
Lots 5 through 10, Block 4

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 38, Block 2; KRUG SOUTH ADDITION, shall pay 276/10,000 of the total cost payable by the improvement district; Lots 39 through 45, Block 2; and Lots 6 through 10, Block 4; KRUG SOUTH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement

district; Lots 46 through 60, Block 2; and Lot 5, Block 4; KRUG SOUTH ADDITION shall each pay 487/10,000 of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of Wichita, Kansas, this 19th day of June, 2012.

_____

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 June 22, 2012

RESOLUTION NO. 12-158

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **WOODDALE STREET FROM THE SOUTH LINE OF ROCKHILL STREET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 3 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85056** 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 **WOODDALE STREET FROM THE SOUTH LINE OF ROCKHILL STREET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 3 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85056** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Wooddale Street from the south line of Rockhill Street to the southeast corner of Lot 11, Block 3 (south of 21st, west of 143rd St. East) 472-85056.**

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 **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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 29 through 37, Block 2
Lots 11 through 19, Block 3

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: Lot 29 through 37, Block 2; and Lots 11 through 19, Block 3; KRUG SOUTH ADDITION shall each pay 1/18 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. 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 19th day of

June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-159

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **SPLIT RAIL STREET FROM THE SOUTH LINE OF ROCKHILL STREET TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 3; PAVEMENT OF SPLIT RAIL CIRCLE FOR AN APPROXIMATE LENGTH OF 77 FEET SERVING LOTS 7 THROUGH 9, BLOCK 2 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85059** 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 **SPLIT RAIL STREET FROM THE SOUTH LINE OF ROCKHILL STREET TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 3; PAVEMENT OF SPLIT RAIL CIRCLE FOR AN APPROXIMATE LENGTH OF 77 FEET SERVING LOTS 7 THROUGH 9, BLOCK 2 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85059** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Split Rail Street from the south line of Rockhill Street to the southwest corner of Lot 10, Block 3; pavement of Split Rail Circle for an approximate length of 77 feet serving Lots 7 through 9, Block 2 (south of 21st, west of 143rd St. East) 472-85059.**

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 **Two Hundred Two Thousand Dollars ($202,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 1 through 11, Block 2
Lots 1 through 10, Block 3

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 2; and Lots 1 through 10, Block 3; KRUG SOUTH ADDITION shall each pay 1/21 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. 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 19th day of

June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-160

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ROCKHILL STREET FROM THE NORTHEAST CORNER OF LOT 46, BLOCK 2 TO THE NORTHEAST CORNER OF LOT 10, BLOCK 4 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85057** 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 **ROCKHILL STREET FROM THE NORTHEAST CORNER OF LOT 46, BLOCK 2 TO THE NORTHEAST CORNER OF LOT 10, BLOCK 4 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85057** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Rockhill Street from the northeast corner of Lot 46, Block 2 to the northeast corner of Lot 10, Block 4 (south of 21st, west of 143rd St. East) 472-85057.**

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 **One Hundred Twelve Thousand Dollars ($112,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 38 through 45, Block 2
Lots 6 through 10, Block 4

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 38 through 45, Block 2; and Lots 6 through 10, Block 4; KRUG SOUTH ADDITION shall each pay 1/13 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. 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 19th day of

June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-161

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **STEEPLECHASE CIRCLE FROM THE WEST LINE OF WOODDALE STREET TO A POINT APPROXIMATELY 950 FEET WEST SERVING LOTS 12 THROUGH 28, BLOCK 2 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85058** 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 **STEEPLECHASE CIRCLE FROM THE WEST LINE OF WOODDALE STREET TO A POINT APPROXIMATELY 950 FEET WEST SERVING LOTS 12 THROUGH 28, BLOCK 2 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85058** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Steeplechase Circle from the west line of Wooddale Street to a point approximately 950 feet west serving Lots 12 through 28, Block 2 (south of 21st, west of 143rd St. East) 472-85058.**

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 **One Hundred Forty-Three Thousand Dollars ($143,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH ADDITION
Lots 12 through 28, 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 12 through 28, Block 2; KRUG SOUTH ADDITION shall each pay 1/17 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. 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 19th day of

June, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Agenda Item No. II-4b

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Petitions for Paving, Sanitary Sewer, Storm Water Drain and Water Distribution System in Remington Place Addition (south of 21st, east of Webb) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On October 25, 2011, the City Council approved petitions for sanitary sewer, storm water drain and water distribution system in Remington Place Addition. The developer has submitted new petitions with an increased budget to change the scope of the project and to include the construction of a new entrance. The signature on the new petitions represents 100% of the improvement district.

Analysis: The project will serve a new commercial development located south of 21st, east of Webb.

Financial Considerations: The existing petition totals $225,000. The new Petition totals $574,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paving, sanitary sewer, storm water drain and water improvements required for new commercial development.

Legal Considerations: The petitions and resolutions have been approved as to form by the Law Department.

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

Attachments: Map, CIP sheets, petitions and resolutions.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/24/2012	Paving in Remington Place Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.		$23,000		$23,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$23,000		$23,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85061

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/17/2012	Sanitary Sewer in Remington Place Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer		$62,000		$62,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$62,000		$62,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Sanitary Sewer Utility

Lateral 159, Main 24, WIS

468-84786

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	5/24/2012	Storm Water Drain in Remington Place Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	Other	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam				
Drainage		$411,000		$411,000
Storm Water Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$411,000		$411,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Peititon

*Storm Water Utility

SWD 381

468-84787

13. Recommendation: Approve the Petition and adopt the Resolution.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	5/24/2012	Water Distribution System in Remington Place Addidion

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$78,000		$78,000
Traffic Signals & Turn Lanes				
Totals		$78,000		$78,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

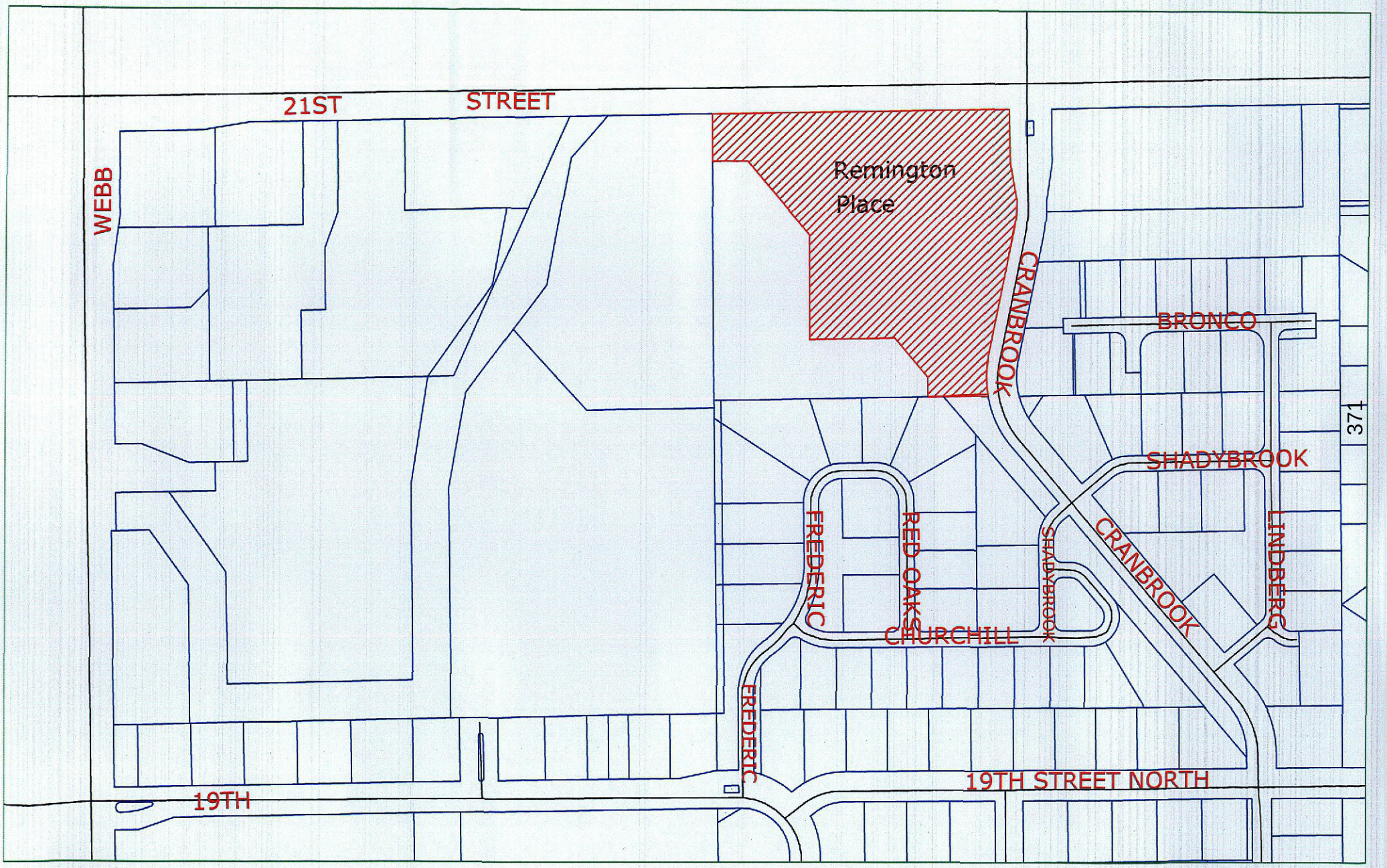
100% Petition

*Water Utility

448-90537

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date


21ST STREET
WEBB
Remington Place
CRANBROOK
BRONCO
371
SHADYBROOK
FREDERIC
RED OAKS
CHURCHILL
SHADYBROOK
CRANBROOK
LINDBERG
FREDERIC
19TH STREET NORTH
19TH

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85061

REMINGTON PLACE ADDITION
LOT 1, BLOCK 1

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

(a) That there be constructed within the area described above, pavement 21st Street to remove an entrance serving Remington Place addition and constructing a new entrance serving said development. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

South of 21st east of Webb
II

(b) That the estimated and probable cost of the foregoing improvement is Twenty Three Thousand Dollars ($23,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012

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

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

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

Lot 1, Block 1; Remington Place Addition shall pay 100% of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	By: agent for 21 Webb LLC Debra S. & Michael Mildfelt 10 Terrace Dr., Winfield, KS	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION LOT 1 BLOCK 1 EXCEPT TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	**21 WEBB, LLC** By: Gary Oborny, Managing Member	

REMINGTON PLACE ADDITION
PAVING PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Concrete Pavement Entrance	100	SY	$ 120.00		$ 12,000.00
Remove Concrete Entrance	100	LF	$ 25.00		$ 2,500.00
				Contingencies @ 20% +/-	$ 2,900.00
				Construction Total	$ 17,400.00
				35% Engineering, Administration, Etc.	$ 6,090.00
					$ 23,490.00

For Petition Use $23,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

$

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lat. 59, Main 24, WIS

Dear Council Members:

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

REMINGTON PLACE ADDITION
LOT 1, BLOCK 1;

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

Revised
468-84786

South of 21st
east of Webb
II

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

(b) That the estimated and probable cost of the foregoing improvements is Sixty Two Thousand Dollars ($62,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

size and/or value:

Lot 1, Block 1; Remington Place Addition shall pay 100% of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.		

By: [signature] agent for 21 Wrbb LLC

Debra S. & Michael Mildfelt
10 Terrace Dr., Winfield, KS

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION LOT 1 BLOCK 1 EXCEPT TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	**21 WEBB, LLC**	

By: _____
Gary Oborny, Managing Member

REMINGTON PLACE ADDITION
SANITARY SEWER PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	675	LF	$ 24.00		$ 16,200.00
Connection to Exist MH	1	LF	$ 1,500.00		$ 1,500.00
Manholes	3	EA	$ 3,500.00		$ 10,500.00
Site Clearing & Restoration	1	LS	$ 10,000.00		$ 10,000.00
				Contingencies @ 20% +/-	$ 7,640.00
				Construction Total	$ 45,840.00
				35% Engineering, Administration, Etc.	$ 16,044.00
				TOTAL	$ 61,884.00

For Petition Use $62,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

REMINGTON PLACE ADDITION
LOT 1, BLOCK 1;

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

Revised 448-90537

South of 21st east of Webb

II

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

(b) That the estimated and probable cost of the foregoing improvements is Seventy Eight Thousand Dollars ($78,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

and/or value:

Lot 1, Block 1; Remington Place Addition shall pay 100% of the total cost payable by the improvement district.

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	By: Debra S. & Michael Mildfelt 10 Terrace Dr., Winfield, KS	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION LOT 1 BLOCK 1 EXCEPT TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	**21WEBB, LLC** By: Gary Oborny, Managing Member	

REMINGTON PLACE ADDITION
WATER DISTRIBUTION SYSTEM PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	2	EA	$ 1,200.00		$ 2,400.00
8" WL	715	LF	$ 20.00		$ 14,300.00
Connection to Exist WL	2	EA	$ 2,200.00		$ 4,400.00
Hydrants	2	EA	$ 3,500.00		$ 7,000.00
Site Clearing & Restoration	1	LS	$ 5,000.00		$ 5,000.00
Casing 8"	100	LF	$ 150.00		$ 15,000.00
				Contingencies @ 20% +/-	$ 9,620.00
				Construction Total	$ 57,720.00
				35% Engineering, Administration, Etc.	$ 20,202.00
				TOTAL	$ 77,922.00

For Petition Use $78,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY KANSAS

4

RECEIVED

MAY 16 '12

CITY CLERK OFFICE

DRAINAGE PETITION

SWD 381

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

REMINGTON PLACE ADDITION
LOT 1, BLOCK 1;

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

Revised
468-84787
South of 21st
east of Webb
II

(a) That there be constructed drainage improvements to modify existing pond to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. That there be constructed a relocation of existing Coffeyville Reserves Transmission Pipeline to include all associated fees.

(b) That the estimated and probable cost of the foregoing improvements is Four Hundred Eleven Thousand Dollars ($411,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.

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

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

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

Lot1, Block 1; Remington Place Addition shall pay 100% of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1;		

By: [signature] agent for 21 Webb LLC

Debra S. & Michael Mildfelt
10 Terrace Dr., Winfield, KS

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

LEGAL DESCRIPTION	SIGNATURE	DATE
REMINGTON PLACE ADDITION LOT 1 BLOCK 1 EXCEPT TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1; LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	**21 WEBB, LLC** By: Gary Oborny, Managing Member	

REMINGTON PLACE ADDITION
DRAINAGE & PIPELINE PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Excavation	6500	CY	$ 7.00		$ 45,500.00
Compacted Fill	6500	CY	$ 5.00		$ 32,500.00
Manholes	1	EA	$ 3,000.00		$ 3,000.00
Manhole Removal	1	EA	$ 2,000.00		$ 2,000.00
24" SWS Modification	1	LS	$ 5,000.00		$ 5,000.00
SWS Extention (South Side)	1	LS	$ 5,000.00		$ 5,000.00
SWS Extension (South East)	1	LS	$ 5,000.00		$ 5,000.00
Clearing and Restoration	1	LS	$ 2,500.00		$ 2,500.00
Seeding	1	LS	$ 3,000.00		$ 3,000.00
BMP	1	LS	$ 3,500.00		$ 3,500.00
Pipeline Relocation	1	LS	$ 238,000.00		$ 238,000.00
				Contingencies @ 20% +/-	$ 21,400.00
				Construction Total	$ 366,400.00
				35% Engineering, Administration, Etc.	$ 44,940.00
				TOTAL	$ 411,340.00

For Petition Use $411,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 16th day of May 2012.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

132019

First Published in the Wichita Eagle on June 22, 2012

RESOLUTION NO. 12-162

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 59, MAIN 24, WAR INDUSTRIES SEWER (SOUTH OF 21ST, EAST OF WEBB) 468-84786** 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 59, MAIN 24, WAR INDUSTRIES SEWER (SOUTH OF 21ST, EAST OF WEBB) 468-84786** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 11-252** adopted on **October 25, 2011**, is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 59, Main 24, War Industries Sewer (south of 21st, east of Webb) 468-84786.**

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 **Sixty-Two Thousand Dollars ($62,000)** 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 **May 1, 2011,** 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:

REMINGTON PLACE ADDITION
Lot 1, Block 1

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; REMINGTON PLACE ADDITION shall pay 100% of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-163

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90537 (SOUTH OF 21ST, EAST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90537 (SOUTH OF 21ST, EAST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 11-251** adopted on **October 25, 2011** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90537 (south of 21st, east of Webb).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Seventy-Eight Thousand Dollars ($78,000)** 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 **May 1, 2012**, 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:

REMINGTON PLACE ADDITION
Lot 1, Block 1

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; REMINGTON PLACE ADDITION shall pay 100% of the total cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-164

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **PAVEMENT 21ST STREET TO REMOVE AN ENTRANCE SERVING REMINGTON PLACE ADDITION AND CONSTRUCTING A NEW ENTRANCE (SOUTH OF 21ST, EAST OF WEBB) 472-85061** 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 21ST STREET TO REMOVE AN ENTRANCE SERVING REMINGTON PLACE ADDITION AND CONSTRUCTING A NEW ENTRANCE (SOUTH OF 21ST, EAST OF WEBB) 472-85061** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing **pavement 21st Street to remove an entrance serving Remington Place Addition and constructing a new entrance (south of 21st, east of Webb) 472-85061.** 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 **Twenty-Three Thousand Dollars ($23,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

REMINGTON PLACE ADDITION
Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; REMINGTON PLACE ADDITION shall pay 100% of the total cost payable by the improvement district.

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

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 June, 2012.

_____
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 June 22, 2012

RESOLUTION NO. 12-165

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 381 (SOUTH OF 21ST, EAST OF WEBB) 468-84787** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 381 (SOUTH OF 21ST, EAST OF WEBB) 468-84787** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 11-253** adopted on **October 25, 2011**, is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 381 (south of 21st, east of Webb) 468-84787.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Eleven Thousand Dollars ($411,000)** 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 **May 1, 2012**, exclusive of the costs of temporary financing.

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

REMINGTON PLACE ADDITION
Lot 1, Block 1

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; REMINGTON PLACE ADDITION shall pay 100% 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 June 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

DEEDS AND EASEMENTS – JUNE 19, 2012

a. Storm Water Drainage and Detention Basin Improvements Easement dated June, 19, 2012 from Hampton Square, LLC for a pond lying within Reserves D and E, Hampton Square 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751500) No cost to City.

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Paving Improvements in Rockwood South 3rd Addition (north of Kellogg, west of Rock) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On May 22, 2012, the City Council approved a petition for paving improvements for Towne East Mall Drive in Rockwood South 3rd Addition.

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

Financial Considerations: Payment to MKEC will be on a lump sum basis of $6,500 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in a new subdivision.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

ROCKWOOD SOUTH 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

Median, markings and approach for **TOWNE EAST MALL DRIVE** serving Parcels 2A, 2B and 2C, Rockwood South 3rd Addition (north of Kellogg, west of Rock) (Project No. 472-85016).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Pearson Farms 3rd Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

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

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

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 85016 $6,500.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

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

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1**.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, The City may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to City utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings. specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
   a. Plan Development for the paving improvements by 120 day from NTP.
   (Project No. 472 85016).

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

Plan Submittal

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

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

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

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

Storm Water Pollution Prevention

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

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

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

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

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

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

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

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Paving Improvements in Krug South Addition (north of 21st Street North, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On April 24, 2012, the City Council approved a petition for paving improvements in Krug South Addition.

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

Financial Considerations: Payment to MKEC will be on a lump sum basis of $22,200 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in a new subdivision.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

KRUG SOUTH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

BURNING TREE COURT, from the south line of Lot 61, Block 2, serving Lots 47 through 60, Block 2, to and including the cul-de-sac; **ROCKHILL**, from the east line of Burning Tree Circle to the north line of Lot 9, Block 4, Krug South Addition (south of 21st Street North, west of 143rd Street East) (Project No. 472- 84522).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Pearson Farms 3rd Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

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

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

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 84522 $22,200.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

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

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1**.
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Property Acquisition. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Utility Coordination. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posed to the FTP site. **Attachment No. 2 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordination resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, indentify of plans conflicts to be resolved during construction. ENGINEER shall meet

with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes.
10. Shop Drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. Public Meetings. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. New Right-of Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
14. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inaction of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
    a. Field check plans of the PROJECT for distribution to utilities by _____.
    b. Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related PROJECT documents by _____.

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

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

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

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

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

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for May, 2012

DATE: June 1, 2012

The following claims were approved by the Law Department during the month of May, 2012.

Bergkamp, Thomas	$1,801.02
Hurley, Bradley	$ 549.77
State Farm Insurance/Brad Hurley	$5,615.34*

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

Agenda Item No. II-9

City of Wichita
City Council Meeting
June 19, 2012

To: Mayor and City Council

Subject: Acceptance of a State Historic Preservation Grant to fund a Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document. (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: Consent

Recommendation: Accept the grant award and authorize the City Manager to sign the project agreement.

Background: The Historic Preservation Office applied for and has been notified that the City has been awarded a $20,000 grant to record the historic context for commercial and industrial properties built between 1870 and 1963 within the 1960 City limits. This document will assist property owners by streamlining the process for listing commercial and industrial buildings in State and National Registers of Historic Places. It will reduce the review time for redevelopment projects located in Wichita using the state and federal historic income tax credit program.

Analysis: Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. Only Certified Local Government (CLG) communities are eligible to submit applications for FY 2012. Wichita has been a CLG since 1979. This grant will pay salaries for staff to write the document. The project will be completed by July 31, 2013.

Financial Consideration: Although the application shows the required 40 percent match as "cash," it is actually all staff time. As per the grant application instructions, paid staff time is documented as "cash" match rather than "in-kind" match. The staff time of the Senior Historic Preservation Planner to oversee the project and write the document will provide the match for the grant. This grant is consistent with the operating and capital budgets, and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Goal Impact: The Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document will assist with the goal of creating Vibrant Neighborhoods, as well as promoting Economic Vitality.

Legal Consideration: Federal and State assurances have been provided and the required public hearing was held in Topeka by the Kansas Historical Society on May 11, 2012. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The project agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council accept the grant award and authorize the City Manager to sign the agreement.

Attachment: Project Agreement between Kansas State Historic Preservation Office and City of Wichita for the Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document.

PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this _____ day of _____, 2012 by and between the **City of Wichita, Kansas**, (hereinafter Subgrantee"), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter "SHPO").

WHEREAS, the Subgrantee has applied for and been awarded a **$20,000** Historic Preservation Fund grant from SHPO to undertake a project **to produce a Multiple Property Documentation Form (MPDF) to establish the historic context and historic significance of commercial, manufacturing, and industrial structures built from 1870 through 1963 within the Subgrantee's community;**

WHEREAS, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress for the purpose of carrying out its National Historic Preservation Act, as amended; and,

WHEREAS, in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and,

WHEREAS, the Subgrantee shall follow all requirements in the "Historic Preservation Grants Manual" prepared by the National Park Service, and the "Historic Preservation Fund (HPF) Grant Guide" prepared by SHPO; and

WHEREAS, the Subgrantee shall follow the conditions and requirements governing National Park Service grants; and,

WHEREAS, the parties desire to enter into an Agreement setting forth these and other requirements relating to the grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. WORK TO BE PERFORMED

a. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to **May 30, 2012**, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by **July 31, 2013**. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

July 30, 2012	**Submit outline of MPDF / suggest geographic documentation to SHPO**
November 15, 2012	**Submit first draft of MPDF to SHPO**
January 31, 2013	**Submit second draft of MPDF to SHPO**
April 1, 2013	**Submit electronic document with supporting materials to NR staff**
May 31, 2013	**Present MPDF to Historic Sites Board of Review**
June 30, 2013	**Submit article for publication in *Kansas Preservation***
July 31, 2013	**Submit completion report and reimbursement request**

b. Scope of Work

The Subgrantee shall use grant funds to implement the preservation activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee shall conduct the project in following manner:

(1) The Subgrantee will utilize existing City of Wichita Historic Preservation Office staff to research and write the MPDF document as well as produce photo documentation of example historic resources and maps;
(2) The Subgrantee will publish the final MPDF in print form as well as electronically;
(3) The Subgrantee shall provide regular monthly reports and a Completion Report as outlined in SHPO's State of Kansas "HPF Survey and Planning Grant Guide." The report shall be submitted within 30 days after the project work is completed. This final report shall accompany a brief article suitable for possible publication in the *Kansas Preservation* newsletter outlining the results of the project.

c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review before the final copy is prepared for submission or publication.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be **$33,334.00**. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to **$20,000.00** ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than **$13,334.00** ("Subgrantee's share").

b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. **Project Budget**

		Match		In-Kind		Federal		Total
Salaries								
Administrator	$	13,334.00	$	0.00	$	0.00		13,334.00
Planning Aide 1		0.00		0.00		10,000.00		10,000.00
Planning Aide 2		0.00		0.00		9,781.00		9,781.00
Admin Fee		0.00		0.00		219.00		219.00
Total	$	13,334.00	$	0.00	$	20,000.00	$	33,334.00

No billing will be reimbursed without complete documentation for expenditures and complete products related to the billing as described below. The project products include:

1. **Four copies of the final MPDF titled *Wichita Commercial / Industrial Resources 1870-1963* (two of these should be electronic format submitted on two separate compact discs);**
2. **A completion report including methodology for this project and accompanying an article suitable for possible publication in the *Kansas Preservation* newsletter.**

A maximum of **ten thousand dollars ($10,000.00)** in federal funds shall be reimbursed upon SHPO receipt of an acceptable draft document. The remaining **ten thousand dollars ($10,000.00)** in federal funds shall be reimbursed upon SHPO receipt and approval of the final guidelines and all completion report materials.

d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment, which shall be no less than 20% of the federal funds, will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation.*

e. Request for Reimbursement

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Grant Guide, Part 4.)

f. Documentation Required

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. SHPO's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTS

a. Copies of Publications

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit four copies of each to SHPO. Some of these may be provided in electronic format with SHPO approval.

b. Right of SHPO Use

SHPO reserves the right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

> The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATION

a. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be supplied to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

V. PROHIBITION OF LOBBYING

a. Federal Requirements

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent

officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

VI. HIRING OF CONSULTANT

a. SHPO Approval Required

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110. Reference also the HPF Grant Guide.

VII. TERMINATION OF CONTRACT

a. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the "HPF Survey and Planning Grant Guide."

VIII. CIVIL RIGHTS ACT COMPLIANCE

a. Required Form

The Subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

b. Subgrantee's Obligations

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used:

> This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who

believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240.

IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTE

a. Claims are Responsibility of Subgrantee

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

X. AMENDMENT

a. Request

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

XI. CONTRACTURAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

STATE HISTORIC PRESERVATION OFFICER	Signature of Authorized Representative of Subgrantee
	Robert Layton, City Manager
Date	Typed name and title of signatory
	Date

State of Kansas
Department of Administration
DA-146a (Rev. 10-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Wichita
City Council Meeting
June 19, 2011

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding – Public Works & Utilities Sidewalk Improvements in District IV

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding between Housing and Community Services and Public Works & Utilities for sidewalk repair.

Background: On May 13, 2008, the City Council approved the 2008-2009 Annual Action Plan as an amendment to the City's Consolidated plan for submission to the U.S. Department of Housing and Urban Development. The plan allocated $100,000 from Community Development Block Grant (CDBG) funds for eligible neighborhood stabilization projects and activities in District IV.

On June 2, 2009, the City Council approved the 2009-2013 Consolidated Plan and the One Year Action Plan for submission to the U.S. Department of Housing and Urban Development. The plan allocated $125,000 from CDBG funds for eligible neighborhood stabilization projects and activities in District IV.

Analysis: Of the $225,000 allocated in District IV for eligible neighborhood stabilization projects and activities, $144,000 is remaining. Necessary sidewalk repairs have been identified in eligible areas of the District, and Public Works & Utilities staff has estimated the improvements can be completed for $130,000. This is an eligible use of CDBG funds.

Financial Considerations: All funds for this transaction have been awarded by the U.S. Department of Housing and Urban Development. No General Funds will be necessary.

Goal Impact: Approval of this funding will impact the Economic Vitality & Affordable Living goal.

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

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding between Housing and Community Services and Public Works & Utilities for sidewalk repair.

Attachments: Memorandum of Understanding

THE CITY OF WICHITA

DATE: May 31, 2012

TO: Alan King, Director of Public Works & Utilities

FROM: Mary K. Vaughn, Director of Housing & Community Services

SUBJECT: Memorandum of Understanding
Hazardous Sidewalk Replacement, District IV

This Memorandum of Understanding (MOU) serves as the formal basis for assumption of the following performance requirements by the Department of Public Works and Utilities using funds provided under the Housing and Community Development Act of 1974, as amended.

It is mutually agreed between the Director of Housing & Community Services and the Director of Public Works & Utilities that the Department of Public Works & Utilities will furnish all services necessary to carry out the Hazardous Sidewalk Replacement project in the City's Neighborhood Revitalization Area specified in Attachment A, Performance Criteria.

In addition, the Department of Public Works & Utilities will undertake the project and stay within the $130,000 budget using Community Development Block Grant (CDBG) funding as stated in Attachment B, Budget Detail.

During the administration of activities covered by this Memorandum, the Department of Public Works & Utilities agrees to comply with all applicable laws, regulations and policies of the United States, the State of Kansas and the City of Wichita, including, but not limited to, the following:

1. Community Development Block Grant
   a. Housing and Community Development Act of 1974, as amended
   b. 24 CFR Part 570
   c. City of Wichita Administrative Regulation No. 63

3. Equal Opportunity
   a. Title VI, Civil Rights Act of 1964.
   b. Section 109, Housing and Community Development Act of 1974, as amended.
   c. Executive Order 11246, as amended.
   d. Section 504 of the Rehabilitation Act of 1973, as amended and The Fair Housing Act. Accessibility Notice (Attachment D)
   e. City of Wichita Administrative Regulation No. 23.

4. Section 3
   a. Section 3, Housing and Urban Development Act of 1968, as amended (Attachment E).
   b. City of Wichita Administrative Regulation No 1.5

5. Grant Administration
   a. City of Wichita Administrative Regulation No. 2.4

6. Historic Preservation
   a. National Historic Preservation Act of 1966, as amended.
   b. National Environmental Policy Act of 1969.
   c. Preservation of Historical and Archaeological Data Act of 1974, amended.
   d. 24 CFR Part 58.

7. Other
   a. Federal Labor Standards.
   b. Clean Air Act, as amended.
   c. Lead-Based Paint Poisoning Prevention Act, as amended (note: requires certifications be retained in project files).
   d. 24 CFR Part 35 - Lead-based Paint Poisoning Prevention in Certain Residential Structures.
   e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Policies Act.
   f. City of Wichita Administrative Regulation 1.2
   g. City of Wichita Relocation and Anti-displacement Plan (one-for-one housing replacement).
   h. HUD Expenditure Guidelines.

Department of Housing & Community Services will review all changes, modifications, deletions or additions to the Memorandum of Understanding prior to being sent to the City Manager or City Council.

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by all parties. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over $10,000. Any change approved by the City Council shall have the full force and effect as all other provisions of this Memorandum of Understanding as though originally fully set out herein and shall be codified by a formal amendment.

Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Approval by the Director of Housing & Community Services and the City Manager constitutes a directive to implement this project.

This Memorandum of Understanding shall remain in force until June 30, 2013.

APPROVED: ***DATE***

_____ _____

Mary K. Vaughn
Director of Housing & Community Services

_____ _____

Alan King
Director of Public Works & Utilities

_____ _____

Robert Layton
City Manager

APPROVED AS TO FORM:

_____ _____

Gary Rebenstorf
City Attorney

Attachment A

Community Development Block Grant-R
PERFORMANCE CRITERIA

The Department of Public Works & Utilities shall utilize CDBG funds in the amount of $130,000 to perform all services necessary to complete the removal and replacement of hazardous sidewalks, as funding permits, in the City's Neighborhood Revitalization Areas (Attachment C).

This activity is eligible under 24 CFR 570.201(c), public facilities and improvements meeting the HUD National Objective on a Low Mod Area Benefit under 24 CFR 570.208(1)(i). (Attachment C).

SCOPE OF SERVICES:

1. The Department of Public Works & Utilities will provide project oversight and coordination within the project budget and provide the Department of Housing & Community Services with all contracts between the City and subcontractors for review before being submitted to Law or the City Manager.

2. All projects funded with CDBG funds will require an Environmental Review by the Metropolitan Area Planning Department. The Department of Public Works & Utilities will request such a review and ensure that it is completed prior to any expenditure of funds. Any changes in the scope or alternate locations of work to be performed will require an Environmental Review update. All requests for Environmental Review must include the following information:

    - Requesting department
    - Funding source
    - Description of work to be performed
    - Address or legal description of property

3. The Department of Public Works & Utilities will develop specifications and Purchasing will bid this project and encourage Emerging Business Enterprises (EBE) to participate.

4. The Department of Public Works & Utilities will develop specifications which include Federal Labor Standards, opportunities for EBE participation and Section 3 requirements. Bids will be solicited through Purchasing. The specifications shall require the contractor to supply all equipment, material, and services necessary to complete the job, including labor, and will warrant the work for a period of time commensurate with the type of improvement and industry standards. Prior to sending bid specifications, Public Works & Utilities will provide Housing & Community Services with a copy of the bid specifications to ensure all necessary federal forms are included.

    A. Federal Labor Standards - Housing & Community Services Department will obtain a wage decision from HUD to apply to this project. The wage decision provided by HUD must be included in the bid specifications.
    B. Emerging Business Enterprises – The Purchasing Department shall enhance opportunities

for qualified Emerging Business Enterprises by increasing their representation in the competitive base of contractors from which the City regularly purchases goods and services and ensure that all suppliers have equal access to the City's purchasing opportunities.

The Purchasing Department must demonstrate affirmative action to encourage EBEs participation per 24 CFR 570.506(g)(6) and report to the Department of Housing & Community Services the level of participation using Attachment E.

C. Section 3 of the HUD Act of 1968 – Department of Public Works & Utilities must comply with 24 CFR Part 135, Section 3 of the HUD Act of 1968, as amended, which requires that, to the greatest extent feasible, employment and other economic opportunities shall be directed to low and very low income persons, and to business concerns which provide economic opportunities to such persons.

Contractors and subcontractors with contracts over $100,000 shall maintain information as indicated on HUD form 2516 (Attachment E) and submit such information annually to the Department of Public Works & Utilities and on completion of the project or by June 30, 2013, whichever comes first. The Department of Public Works & Utilities shall provide a copy of all HUD-2516 forms submitted to Housing & Community Services.

Section 3 Goals

The City of Wichita in accordance with 24 CFR Part 135, has established goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown in Attachment E. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects;
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services;
- Committing to a minimum of 3% of the total dollar amount of all other Section 3 covered contracts.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

5. The Department of Public Works & Utilities will schedule a pre-bid and pre-construction conference to review and explain applicable EEO/AA, Federal Labor Standards and Section 3 requirements. The Department of Public Works & Utilities must also document the affirmative steps to enhance opportunities for EBEs. Such affirmative steps may include, but not limited to, technical assistance that is open to all businesses.

6. The Department of Public Works & Utilities will verify satisfaction through Housing & Community Services that the contractor and its subcontractors have provided all necessary documentation and complied with all HUD regulations, before making final payment.

7. The Department of Public Works & Utilities will ensure construction is completed according to the extent funds are available. Substitutions or additions can be made as long as the budget contained herein is not exceeded and the substitutions or additions meet all CDBG project eligibility requirements. Substitutions or additions will require prior written approval from Housing & Community Services.

8. The Department of Public Works & Utilities will ensure that all of the contractor's necessary paperwork and documentation for CDBG requirements and Davis-Bacon compliance has been submitted to Housing & Community Services before final payment is made.

9. Any failure of the subrecipients to live up to the terms of their contract are to be immediately reported to Housing & Community Services with the following information: Agency Name, Address, Program Name, Date of Infraction, Detailed report of infraction(s), Actions taken or planned to resolve the violation.

BUDGET:

The total budget amount for this project shall not exceed $130,000 available from CDBG as specified in the budget detail and explanation (Attachment B). It is understood and agreed by and between the Director of Housing & Community Services and the Co-Director of Public Works & Utilities that if the cost of the work to be performed is greater than the amount allocated, work will be accomplished to the extent that funds are available.

All payroll reports will document each project's organizational cost account (OCA) number and the total number of hours worked each day for each OCA as required by the Office of Management and Budget's OMB Circular No. A-87. Charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by the responsible official(s) of the governmental unit.

TIMETABLE:

Project Phasing	Phase 1
Environmental Review	6/8/12
Completion of Specification	5/31/12
Advertise for Bids	6/6/12
Pre-Bid Conference	6/19/12
Bid Opening	6/2212
Contract Award Date	6/26/12
Pre-Construction Meeting	7/12/12
Work Order (Construction Start Date)	7/16/12
Construction Completion Date	10/5/12

REPORTS:

Upon award of the contract, the Department of Public Works & Utilities will furnish the Department of Housing & Community Services with a Contract and Subcontract Activity Report (Attachment D) identifying all activity on the project and the Emerging Business Enterprise involvement with such contracts.

Upon completion of construction, and before June 30, 2013 the Department of Public Works & Utilities will furnish Housing & Community Services a final list of work completed.

CDBG EXPENDITURE STANDARDS

The City of Wichita is required to meet timely expenditure standards. Failure to meet the timeliness expenditure standards will subject the City to a mandatory reduction of 100% the CDBG amount which is in excess of the HUD timeliness standard.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in a timely manner including timely expenditure rates. All subrecipients administering CDBG funded projects that do not meet the basic expenditure standard at the end of the first quarter will be notified. Each Subgrantee receiving a notice will be required to submit a corrective action plan to the Department of Housing & Community Services explaining the actions to be undertaken to correct the CDBG expenditure rates. Subrecipients will have until the end of the second quarter to rectify the issue.

Ninety days into the project Housing & Community Services will re-evaluate untimely projects. If the re-evaluation indicates that CDBG expenditure rates do not meet the provisions of this section, Housing & Community Services may take corrective action by recapturing project funds from the project and reallocating those funds to another eligible activity. Projects with continuing timeliness issues will be evaluated monthly and budget reduction adjustments will be made as necessary.

OTHER REQUIREMENTS

All procurement will be accomplished according to City of Wichita and HUD purchasing policies and procedures in accordance with CFR Part 85.

The Department of Public Works & Utilities shall record all program transactions into the City's financial system according to procedures established by the Controller's Office.

The Department of Public Works & Utilities shall establish and maintain accounting records specifically for the CDBG funds. Original documentation supporting all expenditures and other program records will be retained for five years after the final audit of expenditures made under this agreement. Records shall also be maintained documenting performance indicated in monthly reports and are subject to review by City staff.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in accordance with the applicable Code of Federal Regulations.

Attachment B

BUDGET DETAIL

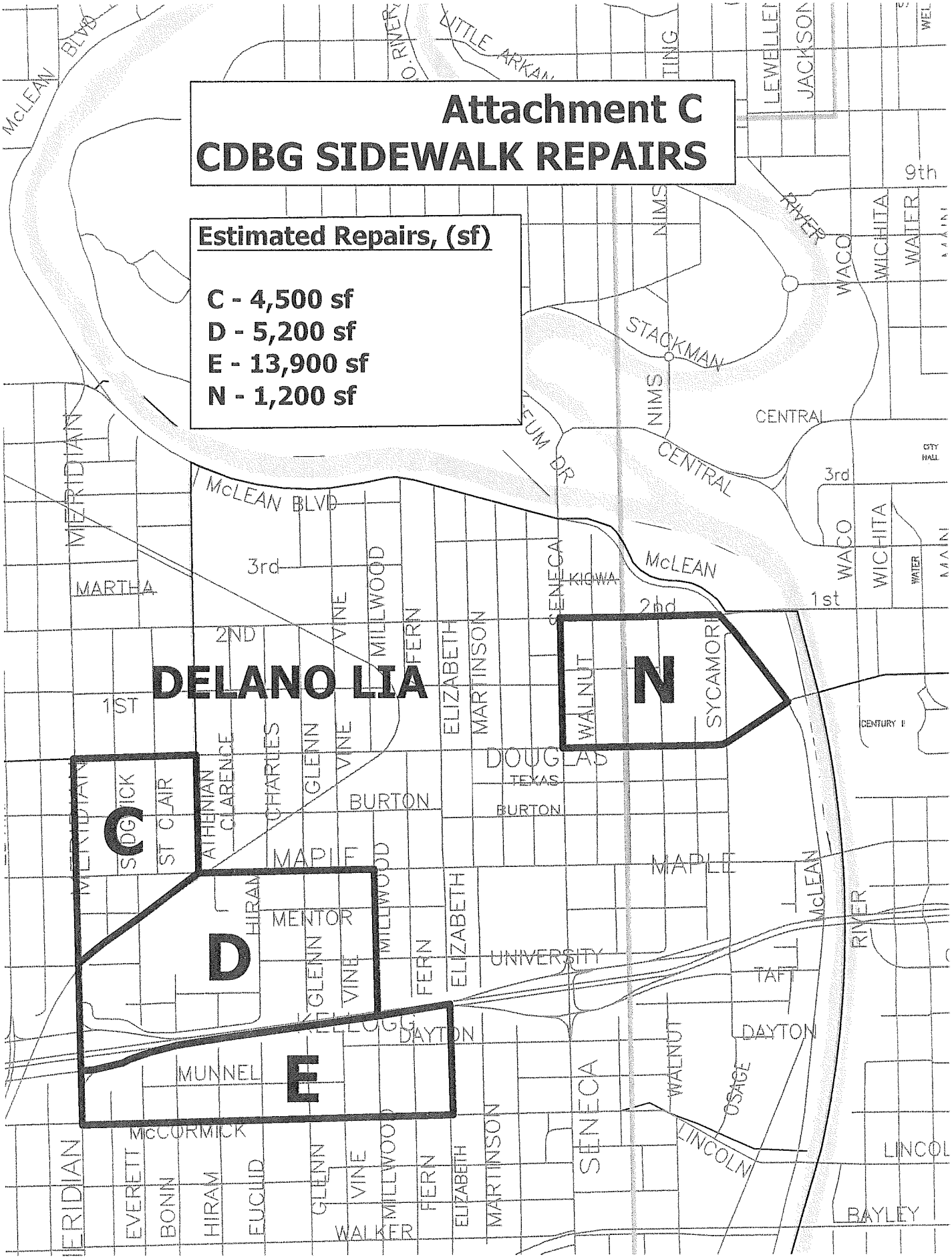
FUND	DEPT./DIVISION	PROJECT	PROJECT-OCA
Community Development Block Grant-R	Housing and Community Services – Community Investments	Hazardous Sidewalk Replacement	

			Account Classification	Budget
PERSONAL SERVICES				
01	110		Salaries	
	1100		Bi-Weekly Wages	
	1101		Longevity	
	1205		Auto Allowance	
	1208		Cellular Phone Allowance	
	140		Employee Benefits	
	1400		FICA	
	1401		Employees Pension	
	1403		Worker's Compensation	
	1404		Unemployment Compensation	
	1405		Group Health Insurance	
	1406		Group Life Insurance	
TOTAL				**$9,169**
CONTRACTUAL SERVICES				
02	2200		PBX – Line Charges	
	2201		PBX – Instrument Charges	
	2203		Long Distance Service	
	2207		Postage – Regular	
	2301		Meals/Lodging Allowance	
	2302		Out of Town Registration	
	2304		Training Consultants	
	2308		Transportation Out of Town	
	2505		Contractor	114,200
	2600		Data Center Charges	
	2902		Advertising	200.
	2917		Printing & Photocopying	
	2999		Other Contractuals	
TOTAL				**$114,400**
OTHER				
05	5308		Engineering overhead	6,431
TOTAL				$6,431
GRAND TOTAL				**$130,000**

Attachment C
CDBG SIDEWALK REPAIRS

Estimated Repairs, (sf)

C - 4,500 sf
D - 5,200 sf
E - 13,900 sf
N - 1,200 sf



Attachment D

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice: CPD-05-10

Issued: November 3, 2005
Expires: November 3, 2006

SUBJECT: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination

Attachment D

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Community Planning and Development

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II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3). For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction – 24 CFR Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities (24 CFR 8.21(a)).

Alterations to facilities -- Part 8 requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities (24 CFR 8.21 (c)).

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities 24 CFR 8.21(c)(1)). Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program (24 CFR 8.21(c)(iii)).

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program (24 CFR 8.21(c)(2)(ii)).

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided (24 CFR 8.32). For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing-impaired, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement; however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment (see 24 CFR Part 8, Subpart B).

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA. HUD shares enforcement responsibility with the Department of Justice for Title II, and is designated the lead Federal agency for all programs, service and regulatory activities relating to state and local public housing and housing assistance and referral. The Equal Employment Opportunity Commission investigates administrative complaints involving Title I. For further information regarding The U.S. Department of Justice enforcement of Title II of the ADA, please visit http://www.ADA.gov.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment. These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR 35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR 35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR 35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR 35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is

operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS) (24 CFR 570.614). In practice, buildings built to meet the requirements of Section 504 and the ADA will conform to the requirements of the ABA.

Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with this requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face,

but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with the regulations at Section 504 or Title II and Title III of the ADA.

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/offices/fheo/disabilities/sect504.cfm).** Additional assistance and information may be obtained by contacting the local HUD Office of Community Planning and Development and the Office of Fair Housing and Equal Opportunity. Below is a list of the phone numbers for these offices.

ATTACHMENT E

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause
All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Compliance - Instructions

Section 3 Compliance is a Federal requirement and final payment cannot be made until pages 1 and 2 of attached "Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects", [HUD form 60002 (4/98)] have been completed and submitted to Community Investments, Housing & Community Services, 332 N Riverview, Wichita, KS 67203 (462-3723).

1. Section 3 applies to all housing rehabilitation, housing construction and other public construction contracts in excess of $100,000.

2. Section 3 resident means:
   a. a public housing resident; or
   b. an individual who resides in the metropolitan area in which the section 3 assistance is expended (City of Wichita) who is:
      i. low income (80% of median income).
      ii. very low income (50% of median income).
      iii. 30% of median income

3. Section 3 business concern means a business concern:
   a. that 51 percent or more of the business is owned by section 3 residents; or
   b. whose permanent, full time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
   c. that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a section 3 business concern (a. and b. above).

4. Contractor/Subcontractor may demonstrate compliance by:
   a. Committing to employ section 3 residents as 30 percent of the aggregate number of new hires.
   b. Committing to contract with section 3 business concerns as 10 percent of the total dollar amount of all Section 3 covered contracts for work arising in connection with housing rehabilitation, housing construction and other public construction.

Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

5. Record keeping/reporting:
   Reports on HUD Form 60002 are to be submitted at the completion of the project or annually as of June 30th.

Examples of records Contractors/Subcontractors should maintain to show activity and results under Section 3.

1. Copies of advertisements for training and employment opportunities;

2. Lists of Section 3 residents who inquired about or actually applied for training or employment opportunities;

3. Copies of any procurement procedures conducted by the recipient;

4. Any evidence that, to the greatest extent feasible, steps have been taken to include Section 3 business concerns in opportunities arising from Section 3 - related activities;

5. Copies of strategies designed to implement Section 3, including records of solicitation mailing lists and direct solicitations of bids or proposals;

6. Records of bid evaluations and selections;

7. Copies of notifications of awards to grantees and contractors;

8. Documentation of pre-construction conferences;

9. Copies of letters to community organizations related to Section 3 recruiting or business development;

10. Photographs of signs or notices posted for Section 3 recruiting or business development;

11. Record of income levels of persons hired;

12. Documentation and correspondence concerning Section 3-related complaints; and

13. Records of contact made with unions or contractor's associations.

Fiscal Year 2011 Median Income Family Limits
Wichita, Kansas

PROGRAM	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
30% of Median	$13,500	$15,400	$17,350	$19,250	$20,800	$22,350	$23,900	$25,450
50% of Median	$22,450	$25,650	$28,850	$32,050	$34,650	$37,200	$39,750	$42,350
80% of Median	$35,950	$41,050	$46,200	$51,300	$55,450	$59,550	$63,650	$67,750

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: 13th Street, Hydraulic to Oliver Kansas Gas Service Easements (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the easement and easement releases.

Background: The City Council previously approved a project to improve 13th Street North from Hydraulic to Oliver, with construction expected to begin in late 2012. Franchised utilities, including Kansas Gas Service, will need to relocate its facilities in advance of construction to be clear of proposed improvements. A portion of the street project encroaches on an existing Kansas Gas private easement east of Roosevelt.

Analysis: Kansas Gas will clear its facilities east of Roosevelt and release the easement for a mutually agreed to fee. In addition to the encroachment, staff proposes dedication of an easement on remnant property west of Chautauqua to help Kansas Gas clear the project area. The new easement will be fenced and maintained by Kansas Gas and will not impact proposed improvements. In the event that the gas facilities would need to be relocated out of this easement in the future for public improvements, Kansas Gas will be responsible for all costs. Kansas Gas is also releasing another easement between Terrace and Pershing that is no longer needed.

Financial Considerations: Kansas Gas will be compensated $10,000 for relocation of facilities at the encroached easement which will be abandoned; funding is available in the project budget. Recording fees for the new easement will be paid by the utility.

Goal Impact: Granting this new easement and the release of the existing easements assists in providing a site and infrastructure to support the improvement of a major arterial.

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

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

Attachments: Easements and exhibits.

RELEASE OF GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of ten thousand dollars ($10,000) and other valuable consideration, receipt of which is hereby acknowledged, ONEOK, INC., d/b/a Kansas Gas Service Company, being the owner of a certain Grant of Right of Way, dated July 13, 1998, with the THE BOARD OF PARK COMMISSIONERS OF THE CITY OF WICHITA as Grantor and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, on September 1, 1999 as Doc. # 1827157 in Flm 1961 beginning at Page 1459, does hereby release, relinquish and surrender all its rights, title and interest in and to said Grant Right of Way with respect to the following property:

> A strip of land twenty (20) feet wide across Lot Nine (9), Block Three (3), Frisco Heights Second Addition, to the City of Wichita, now vacated in Deed Book 492, Page 302, more particularly described as:
>
> Beginning at a point that is the intersection of the south right of way line of 13th Street and the east right of way line of Roosevelt Avenue; thence east along the south right of way line of 13th Street a distance of twenty-five (25) feet; thence south perpendicular to said south line a distance of twenty (20) feet; thence west parallel to the south line of 13th Street to the east line of Roosevelt Avenue; thence north along the east line of Roosevelt Avenue to the point of beginning, all in the Northwest Quarter(NW1/4) of Section 14, Township 27 South , Range 1 East.

ONEOK, INC., d/b/a Kansas Gas service Company, further agrees that it will: (i) remove all of its above-ground structures, fixtures, facilities and/or other improvements currently existing above the surface at the above-described location; and, (ii) will abandon, in place, all of its below-ground structures piping, facilities and other improvements currently existing below the surface at the above-described location, all no later than August 1, 2012, in order to facilitate City of Wichita municipal improvements to 13th Street.

In witness whereof, ONEOK, INC., D/B/A KANSAS GAS SERVICE, has caused this release to be executed by Bradley O. Dixon, President, on this _____ day of _____, _____.

ONEOK, INC.,
D/B/A KANSAS GAS SERVICE COMPANY

By: _____

Bradley O. Dixon, President
Kansas Gas Service, a division of ONEOK, Inc.

Personally appeared before me a notary public in and for the County and State aforesaid Bradley O. Dixon, President, KANSAS GAS SERVICE, A DIVISION OF ONEOK, INC., an Oklahoma corporation, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at _____ _____ County, Kansas, this___ day of _____, ____.

_____
Notary Public

My commission expires _____

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

UTILITY GAS LINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 20__, by and between City of Wichita, Kansas, a municipal corporation, ("Grantor"), and Kansas Gas Service, a Division of Oneok Inc., ("Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee an easement in gross for the purpose of laying, constructing, maintaining, altering, reconstructing, inspecting, renewing, repairing, replacing, protecting, relocating, operating, servicing, maintaining under varying conditions, and/or removing a natural gas pipeline and/or gas pipeline pressure regulation facility (the "improvement") under, across, over and through the following described real estate owned by Grantor situated in Sedgwick, County, Kansas, to wit:

> NE ¼ SEC. 15, TWP. 27S, RNG 1E. The west 20' of Lots 3, 5 and 7, south of 13th Street, west of Chautauqua Street, a part of Fairmount Parks Addition in Wichita, KS. A 20' wide strip described as 10' either side of a line that is 10' east of the west lot line of Lots 3, 5 and 7.

Grantee, designs, or assigns is hereby granted the right of ingress and egress from the above described land and contiguous land owned by Grantor so long as the improvement is maintained and operated by the Grantee, designs, or assigns. In using its rights of access, Grantee shall, whenever practicable use existing roads or lanes.

Grantee is required to install suitable fencing for safety and cosmetic purposes on the South and East sides of said easement at Grantee's sole expense, said fencing to be subject to approval of the Wichita City Engineer. Grantee may at Grantee's discretion erect such suitable fencing around the whole circumference of the above described tract. Grantee has the right to plant, trim or remove trees, branches, shrubs, bushes and other obstacles as Grantee deems necessary to safe, proper and expeditious operation of its facilities within the Easement.

Grantee hereby agrees to restore said easement to its original condition, as nearly as practical, for any and all areas disturbed by work performed by Grantee, its designs or assigns, at Grantee's sole cost, within thirty days of such work; and further agree that upon conclusion of Grantee's need for operation of any above-ground facilities located with the easement, that Grantor, designs, or assigns will remove said facilities and restore the surface area or any real property at Grantee's sole cost within 180 days.

Grantee shall not change the topography of the terrain within the easement without prior approval and written consent of Grantor.

Grantor reserves to itself the rights to cross, traverse, or otherwise occupy the easement in a manner which will not interfere with Grantee's use and rights pursuant to this easement.

Grantee agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property, personal injury or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from alleged negligent acts, errors, or omissions, or intentional conduct, of Grantee or Grantee's employees or assigns at or upon the easement described herein. Grantee shall have no obligation to hold Grantor or Grantor's authorized representatives harmless from and indemnify these persons for their own or Grantor's own negligence or intentional acts.

Grantor reserves the right to revoke this grant of easement and require Grantee to relocate its facilities to another location acceptable to Grantor. Grantor shall use good faith in exercise of this right. If Grantor exercises this right, all costs of said move will be borne by Grantee.

This grant of easement is personal to Grantee and is not divisible, separable or subject to other uses. This grant does not permit Grantee to contract, permit or allow other uses or users to install any facilities or improvements within the area of easement without the express written permission of Grantor.

IN WITNESS WHEREOF: The City of Wichita has signed these presents the day and year first written.

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor, City of Wichita, Kansas

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM

_____

Gary E. Rebenstorf, Director of Law

Dated at Wichita, Sedgwick County, Kansas, this ___ day of _____, 20__.

_____
Notary Public

My Commission expires: _____

IN WITNESS WHEREOF: Kansas Gas Service, a Division of Oneok. Inc, has signed these presents the day and year first written.

_____
Teryl Rose, V.P., Kansas Gas Service

Dated at Wichita, Sedgwick County, Kansas, this ___ day of _____, 20__.

Personally appeared before me a notary public in and for the County and State aforesaid Teryl Rose, Vice President, KANSAS GAS SERVICE, A DIVISION OF ONEOK, INC., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

_____
Notary Public

My Commission expires: _____

RELEASE OF EASEMENT FOR NATURAL GAS FACILITIES AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of one Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, ONEOK, INC., d/b/a Kansas Gas Service Company, being the owner of a certain Easement for Natural Gas Facilities and Appurtenances, dated October 5, 1995, with THE CITY OF WICHITA as Grantor, and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, on February 221995 as Doc. # 1507890 in Flm 1585 beginning at Page 0091, does hereby release, relinquish and surrender all its rights, title and interest in and to said Easement for Natural Gas Facilities and Appurtenances with respect to the following property:

> A tract of land fifteen (15) feet by twenty (20) feet in Lot Forty-eight (48), Block three (3), Country Club Heights Addition to the City of Wichita, more particularly described as:
>
> Beginning at a point 116.25 feet east of the northwest corner of said Lot Forty-eight (48); thence south twenty (20) feet; thence east fifteen (15) feet; thence north twenty (20) feet; thence west fifteen (15) feet to the point of beginning.

ONEOK, INC., d/b/a Kansas Gas Service Company, further agrees that it will: (i) remove all of its above-ground structures, fixtures, facilities and/or other improvements currently existing above the surface at the above-described location; and, (ii) will abandon, in place, all of its below-ground structures, piping, facilities and other improvements currently existing below the surface at the above-described location, all no later than August 1, 2013, in order to facilitate City of Wichita municipal improvements to 13th Street.

In witness whereof, ONEOK, INC., D/B/A KANSAS GAS SERVICE, has caused this release to be executed by Bradley O. Dixon, President, on this ___day of _____, ____.

ONEOK, INC.,
D/B/A KANSAS GAS SERVICE COMPANY

By: _____
Bradley O. Dixon, President,
Kansas Gas Service, a division of ONEOK, Inc.

Personally appeared before me a notary public in and for the County and State aforesaid Bradley O. Dixon, President, KANSAS GAS SERVICE, A DIVISION OF ONEOK, INC., an Oklahoma corporation, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at _____, _____ County, Kansas, this ___ day of _____, 20__.

_____
Notary Public

My Commission expires: _____

APPROVED AS TO FORM

_____
Gary E. Rebenstorf, Director of Law

NE $\frac{1}{4}$ SEC. 15, TWP. 27S, RNG. 1E

The west 20' of Lots 3,5 and 7, south of 13th Street, west of Chautauqua Street, a part of Fairmount Parks Addition in Wichita, KS. A 20' wide strip described as 10' either side of a line that is 10' east of the west lot line of Lots 3, 5 and 7.

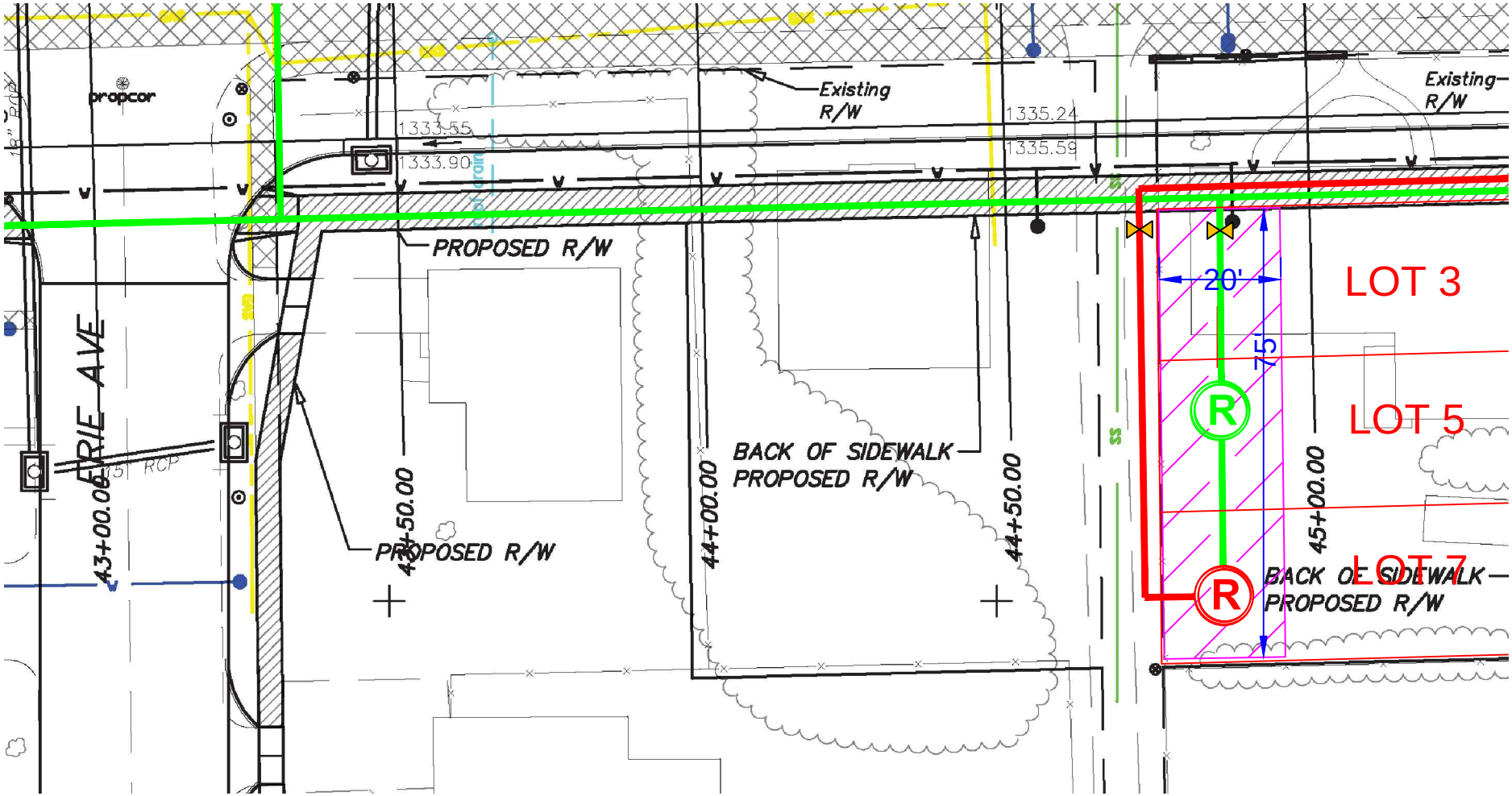


Exhibit 1

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: 2012 CIP Concrete Pavement Maintenance Project (Districts I, III, IV, V, VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project.

Background: The 2012 Contracted Maintenance Program, as approved by the City Council on January 10, 2012, included provisions to invest Capital Improvement Program (CIP) funds in the repair and preservation of various concrete streets, throughout the City of Wichita. The specific locations to be addressed are reiterated in the attached listing.

Analysis: The purpose of this agenda item is to initiate a portion of the 2012 funding designated for this purpose, and to establish an account for performing the work.

Financial Considerations: The estimated project cost is $1,500,000. Funding is included in the Adopted 2011-2020 CIP. The funding source is general obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining safe, traversable streets throughout Wichita.

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

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

Attachments: Resolution, CIP sheet, map, and project location listing.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Maintenance	5/14/2012	2012 CIP Concrete Pavement Maintenance (Various Locations; Districts I, III, IV, V, VI)

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-	PROJECT # 472-85053 OCA # 707039	2012	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
2012	2013	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	$1,500,000			$1,500,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals	$1,500,000			$1,500,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Concrete pavement repair at various locations, per approved 2012 Contracted Maintenance Program.

13. Recommendation: Approve the project, adopt the resolution and authorize the necessary signatures

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

First Published in the Wichita Eagle on June 22, 2012132725

RESOLUTION NO. 12-166

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CONCRETE PAVEMENT MAINTENANCE AT VARIOUS LOCATIONS THROUGHOUT THE CITY

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

SECTION 1. That it is necessary to maintain concrete pavements at various locations, throughout the City.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the costs associated with performing concrete pavement maintenance at various locations, throughout the City. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed $1,500,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 19th day of June, 2012.

_____
Carl Brewer, Mayor

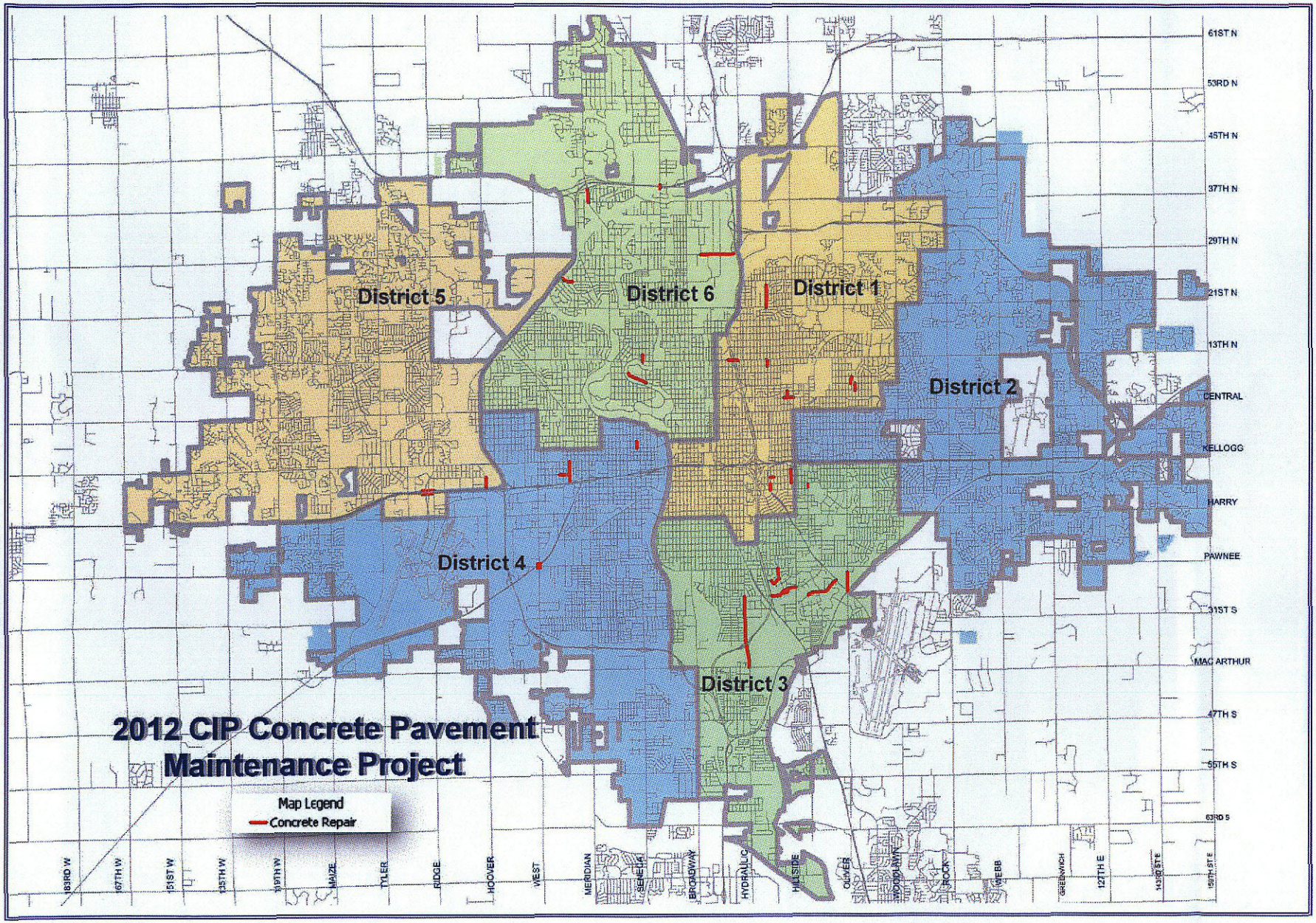
ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law


2012 CIP Concrete Pavement Maintenance Project
Map Legend
Concrete Repair
District 1
District 2
District 3
District 4
District 5
District 6
61ST N
53RD N
45TH N
37TH N
29TH N
21ST N
13TH N
CENTRAL
KELLOGG
HARRY
PAWNEE
31ST S
MAC ARTHUR
47TH S
55TH S
63RD S
183RD W
167TH W
151ST W
135TH W
119TH W
MAIZE
TYLER
RIDGE
HOOVER
WEST
MERIDIAN
GENERAL
BROADWAY
HYDRAULIC
HILLSIDE
OLIVER
WOODLAWN
ROCK
WEBB
GREENWICH
127TH E
143RD ST E
159TH ST E

2012 CIP Concrete Maintenance Project Locations

Street	From	To	City Council District	Class
13st St N & I-135 (Intersection)			1	Arterial
Battin	8th St	9th St	1	Residential
Chautauqua	Murdock	8th St	1	Residential
Gilbert	Poplar	Green	1	Residential
Grove	21st St	Raleigh	1	Collector
Grove	12th St	13th St	1	Collector
Harding	9th St	10th St	1	Residential
Lorraine	Orme	Morris	1	Residential
Murdock	Hillside	Erie	1	Residential
Poplar	Morris	S to pavement change	1	Residential
Broadway & Funston (Intersection)			3	Arterial
Broadway & Skinner (Intersection)			3	Arterial
Clifton	Lincoln	Yale	3	Arterial
Oliver	S of Pawnee	N of GWB	3	Arterial
Wassall	Spruce	Range	3	Residential
Custer	Maple	S End	4	Residential
Dodge	Douglas	300' North	4	Residential
Southwest Blvd & West St (Intersection)			4	Arterial
Taft	Custer	All Hallows	4	Residential
Taft & Custer (Intersection)			4	Residential
Hoover	Kellogg Dr (N)	Taft	5	Residential
Kellogg Dr (N)	Ridge	E of Holland	5	Arterial
Kellogg Dr (S)	Ridge	E of Holland	5	Arterial
25th St N	I-235/Bridge	Bullinger	6	Arterial
29th St N	Hydraulic	St. Francis	6	Arterial
Arkansas	39th St N	Pavement Change, S of 41st St N	6	Arterial
Halstead & Columbine (Intersection)			6	Residential
Halstead & Manhattan (Intersection)			6	Residential
Oak Park	11th St	230' E of Forest	6	Residential
Salina	13th St	14th St	6	Residential
Womer (NB)	800' S of 37th St N	I-235	6	Arterial

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

SUBJECT: Pavement Condition Survey, Assessment and Inventory Services (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project.

Background: The 2012 Contracted Maintenance Program, as approved by the City Council on January 10, 2012, included provisions to invest Capital Improvement Program (CIP) funds in obtaining a comprehensive, third-party assessment of the City of Wichita's paved streets, using a standardized, reproducible methodology based on remaining service life. A Request for Proposal (RFP) from qualified vendors is presently being developed, with an anticipated release date on or about June 1, 2012.

Analysis: The purpose of this agenda item is to initiate a portion of the 2012 funding designated for this purpose, and to establish an account for performing the work.

Financial Considerations: The estimated project cost is $500,000. Funding is included in the Adopted 2011-2020 CIP. The funding source is general obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by optimizing ongoing investments in the maintenance of safe, traversable streets throughout Wichita.

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

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

Attachments: Resolution and CIP sheet.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Maintenance	5/14/2012	Pavement Condition Survey, Assessment and Inventory (City-wide)

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-	PROJECT # 472-85054 OCA # 707050	2012	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
2012	2012	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other - Infrastructure Assessment	$500,000			$500,000
Totals	$500,000			$500,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Pavement condition rating system development and implementation, including the survey, assessment and inventorying of all City-owned streets. The results and ongoing analysis will be employed in modeling system life-cycle costs and optimizing future years' pavement maintenance investments.

13. Recommendation: Approve the project, adopt the resolution and authorize the necessary signatures

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

First Published in the Wichita Eagle on June 22, 2012132725

RESOLUTION NO. 12-167

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF A CITY-WIDE PAVEMENT CONDITION SURVEY, ASSESSMENT AND INVENTORY (472-85054)

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

SECTION 1. That it is necessary to survey, assess and inventory the condition of pavements throughout the City.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the costs associated with performing a City-wide pavement condition survey, assessment and inventory. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed $500,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 19th day of June, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Second Reading Ordinances for June 19, 2012 (first read on June 12, 2012)

A. <u>Public Hearing and Tax Exemption Request, McGinty Machine Company Inc.</u> (District I)

ORDINANCE NO. 49-282

An ordinance creating Sections 2.10.010, 2.10.015, 2.10.020, 2.10.030, 2.10.040, 2.10.050, 2.10.060, 2.10.070 and 2.10.080 of the code of the City of Wichita, Kansas, establishing the Wichita Community Advisory Board.

B. <u>Amendments to Speed Limit Ordinance, Section 11.96.010.</u>

ORDINANCE NO. 49-287

An ordinance amending Section 11.96.010 of the Code of the City of Wichita, Kansas, pertaining to the crime of speeding and repeal of the original section 11.96.010

C. <u>Ordinance amendments creating Community Advisory Board to Provide Assistance to Wichita Police Department and City Council on Racial and Biased-based Policing Issues, Section 2.10.010 et. seq.</u>

ORDINANCE NO. 49-282

An ordinance creating sections 2.10.010, 2.10.015, 2.10.020, 2.10.030, 2.10.040, 2.10.050, 2.10.060, 2.10.070 and 2.10.080 of the Code of the City of Wichita, Kansas, establishing the Wichita Community Advisory Board.

Agenda Item No. II-15

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

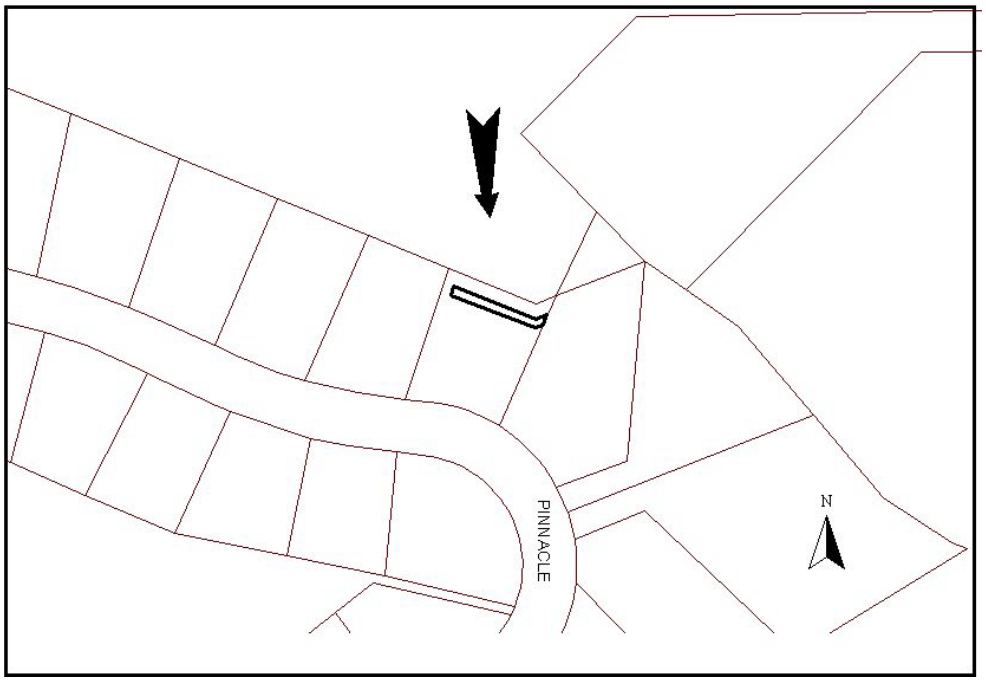
SUBJECT: VAC2012-00013 - Request to vacate a portion of a platted utility easement, generally located north of Central, West of 143rd Street East, at 14000 Pinnacle Drive. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



Background: The applicants propose to vacate the south 10 feet of the described 20-foot wide platted utility easement. The applicants propose to build a swimming pool in their backyard encroaching upon the south half of the easement. County Public Works has no objection to the vacation. City Public Works has confirmed that water and sewer lines are located in the front of the property and that no manholes, sewer lines or water lines are located in the described platted utility easement. City Stormwater Management has confirmed there are no stormwater facilities located in the described platted utility easement. Westar Energy advises of equipment in the north ten feet of the easement outside of the area proposed to be vacated.

The Pinnacle at Crestview Addition was recorded with the Register of Deeds on March 12, 1992.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicants' expense.

Goal Impact: The application supports the City's goal to ensure an Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachment: No attachments are necessary for this vacation request.

Agenda Item No. II-16

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

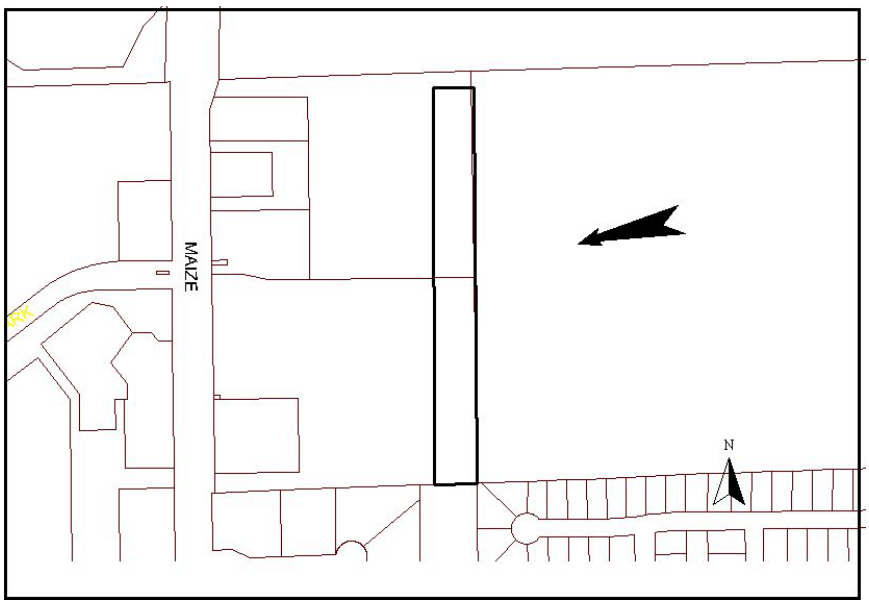
SUBJECT: VAC2012-00014 - Request to vacate a portion of a drainage easement dedicated by separate instrument, generally located 1200 feet south of 29th Street North, east of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Department Commission (MAPC) recommends approval of the vacation request.



Background: The applicant proposes to vacate the described portions of the drainage easement dedicated by separate instrument which is intended for surface drainage. City Stormwater Management is in agreement with the proposed easement vacation. The Pearson Commercial Addition was recorded with the Register of Deeds on August 22, 2007. The Central Park Plaza Addition was recorded with the Register of Deeds on February 28, 2012.

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from other interested parties, Planning Staff has listed the following considerations (but not limited to) associated with the request to vacate the described portion of drainage easement dedicated by separate instrument.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to ensure an Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachment: No attachments are necessary for this vacation request.

Agenda Item No. II-17

City of Wichita
City Council Meeting
June 19, 2012

TO: Mayor and City Council

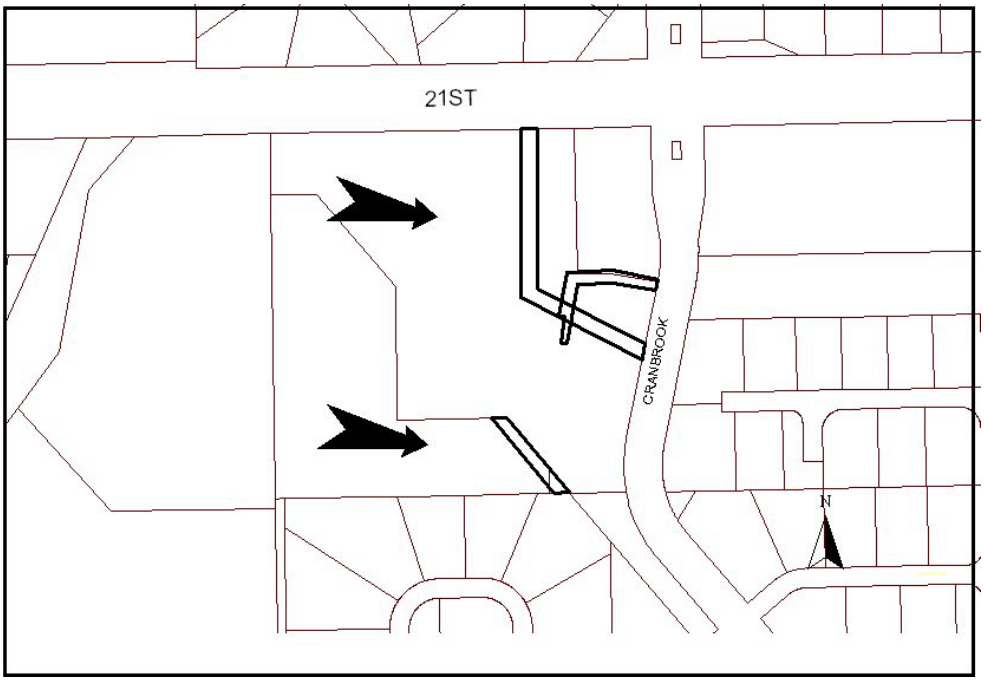
SUBJECT: VAC2012-00015 - Request to vacate utility easements and a sewer easement dedicated by separate instrument, generally located on the south side of 21st Street North, 1,800 feet East of Webb Road on the southwest corner of 21st Street North and Cranbrook Street. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



Background: The applicant proposes to vacate the described portions of two utility easements and a sewer easement dedicated by separate instrument. City Public Works has confirmed that no manholes, sewer lines or water lines are located in the described utility easements and sewer easement, and is in agreement with the proposed vacation. City Stormwater Management has confirmed there are no stormwater facilities located in the described utility easements and sewer easement, and is in agreement with the proposed vacation. Westar Energy has confirmed that no facilities are located within the subject easements. The Remington Place Addition was recorded with the Register of Deeds on May 10, 2001.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to ensure an Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachment: No attachments are necessary for this vacation request.

City of Wichita
City Council Meeting
June 19, 2012

TO: Wichita Airport Authority

SUBJECT: Passenger Security Screening Checkpoint Re-configuration and Expansion Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget transfer and waive the normal requirements of City Council Policy 2 relating to use of project savings.

Background: The Transportation Security Administration (TSA) currently performs the screening of passengers through three lanes at the security checkpoint in the terminal building on Mid-Continent Airport. The throughput of the three lanes is not adequate to meet the demand during the early morning rush and results in an undue inconvenience for the traveling public and excessive wait times. On many occasions, airline passengers have missed their flights due to the back-up at the checkpoint. Local TSA officials have arranged to obtain equipment to create a fourth lane and also upgrade or replace the equipment in the existing lanes with state-of-the-art technology.

Analysis: The TSA will supply the screening equipment and calibration services, but the Airport will need to provide the re-configured glass partitions, electrical and data connection modifications, along with relocated surveillance cameras based on the expanded layout.

Financial Considerations: In 2011, the East Data Center capital project was completed for $1,014,000, which included an upgrade to the space that housed the TSA network equipment in the basement of the existing terminal. A budget transfer of $110,000 of the unused budget for the East Data Center project is requested in order to fund the Airport's financial obligation related to the re-configuration and expansion of the passenger screening checkpoint. Because this transfer would be contrary to that portion of City Council Policy 2 that pertains to "Use of Project Savings", the recommended action includes a waiver of that policy provision. The project will be funded with Airport revenue either directly or through the repayment of General Obligation bonds.

Goal Impact: The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through improvements to the security screening operation for the air traveler.

Legal Considerations: The Law Department has reviewed the proposed transfer and identified that a waiver of the "Use of Project Savings" section of City Council Policy 2 would be required to permit it.

Recommendations/Actions: It is recommended that the Wichita Airport Authority initiate the capital project, approve the budget transfer, and waive the normal requirements of City Council Policy 2 relating to use of project savings.

Attachments: None.

Wichita, Kansas
June 18, 2012
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated June 11, 2012, were read and on motion approved.

Bids were opened on February 24, 2012, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING: Wichita Mid-Continent Airport – Air Capital Terminal 3 – New Terminal Building.

Key/Walbridge a Joint Venture - $101,500,542.00 Base Bid*

*Defer Award to July 3, 2012 due to pending protest

On motion the Board of Bids adjourned.

_____
Martha Strayer, Administrative Assistant,
Department of Public Works

_____
Janis Edwards, CMC
Deputy City Clerk