

REVISION:
Item 38 pulled per IT/IS

DECEMBER 19, 2006 AGENDA REPORTS

Agenda Item No. 7.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1277

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain for Crestlake Addition (north of Central, west of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On April 18, 2006, the City Council approved a Petition to construct a Storm Water Drain for Crestlake Addition. An attempt to award a construction contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located north of Central, west of 127th St. West.

Financial Considerations: The existing Petition totals \$442,000 with the total assessed to the improvement district. The new Petition totals \$568,000 with the total paid by Special Assessments.

Goal Impact: This project will address the Efficient Infrastructure goal by providing drainage improvements for a new residential development.

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

Recommendations/Actions: It is recommended that the City Council approve the new Petition,

adopt the Resolution and authorize the necessary signatures.

Agenda Item No.11a.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1278

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Crestlake Addition (north of Central, west of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water and drainage improvements in Crestlake Addition on April 18, 2006. On July 11, 2006 the City approved an Agreement with Ruggles & Bohm, PA. (R&B) to design the improvements. The Design Agreement with R&B requires R&B to provide construction engineering and staking services if requested by the City.

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

Financial Considerations: Payment to R&B will be on a lump sum basis of \$35,600 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 11, 2006

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 11, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in CRESTLAKE ADDITION (north of Central, west of 127th Street East).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

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

STORM WATER DRAIN NO. 294 serving Lots 1 through 36, Block 1; Lots 1 through 29, Block 2, Crestlake Addition (north of Central, west of 127th Street East) (Project No. 468 84183).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

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

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

468 84183 \$35,600.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

Agenda Item No.11b.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1279

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Fox Ridge Addition (north of 29th Street North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in Fox Ridge Addition on October 4, 2005. On August 1, 2006 the City approved an Agreement with MKEC Engineering Consultants, P.A. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

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

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$89,100 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 1, 2006

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 1, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in FOX RIDGE ADDITION (north of 29th Street North, west of Tyler).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called

the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

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

WESTLAKES PARKWAY from the west line of Lot 45, Block 1, to the west line of Lot 101, Block 1; with construction of a sidewalk on the north side (north of 29th Street North, west of Tyler) (Project No. 472 84279).

GREY MEADOW from the north line of Westlakes Parkway to the east line of Flat Creek; GREY MEADOW COURTS serving Lots 80 through 94, Block 1 from the north line of Grey Meadow to and including the cul-de-sac; FLAT CREEK from the west line of Grey Meadow to the south line of Lot 79, Block 1; FLAT CREEK COURT and CIRCLE serving Lots 60 through 79, Block 1, from the north line of Grey Meadow to and including the cul-de-sac (north of 29th Street North, west of Tyler) (Project No. 472 84421).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

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

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

472 84279	\$33,900.00
472 84421	\$55,200.00
TOTAL	\$89,100.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

Agenda Item No.11c.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1280

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for the Intersection of Pawnee & McLean
(Districts III & IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 4, 2004, the City entered into an Agreement with Ruggles & Bohm, P.A. (R&B) for designing improvements to the intersection of Pawnee & McLean. The fee was \$29,800. Kansas Department of Transportation (KDOT) agreed to participate in the project funding, so on April 25, 2006, the City Council approved Supplemental No. 1 having R&B convert the plans to KDOT format. The fee was \$28,400

Analysis: R&B was asked by the City to make some changes to the plans after the final plans were submitted. A Supplemental Agreement No. 2 has been prepared to authorize the additional design services.

Financial Considerations: Payment to R&B for this Supplemental Agreement will be made on a lump sum basis of \$4,828, and will be paid by General Obligations Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a high volume arterial street intersection.

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

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

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of im-provements to PAWNEE & MCLEAN INTERSECTION (Project No. 472 84007, OCA No. 706906).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

PAWNEE & MCLEAN INTERSECTION

- 1.) Provide additional construction details and notes for pavement rehabilitation on Pawnee, per changes requested by the City after final plan submittal.
- 2.) Provide additional details for McLean intersection reconstruction, removed from original plans at KDOT field check.
- 3.) Revise overall quantities list to provide separate summary sheets for the Lump Sum McLean intersection work and the Measured Quantity Pawnee work.
- 4.) Provide for additional pavement, sidewalk and wheelchair ramp removal and replacement on the west leg of the project.

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$4,828.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:

Agenda Item No.11d.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1281

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Sycamore Pond Addition (south of 47th Street South, east of Seneca) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water and paving improvements in Sycamore Pond Addition on June 6, 2006. On October 3, 2006 the City approved an Agreement with Ruggles & Bohm, PA. (R&B) to design the improvements. The Design Agreement with R&B requires R&B to provide construction engineering and staking services if requested by the City.

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

Financial Considerations: Payment to R&B will be on a lump sum basis of \$22,600 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 3, 2006

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 3, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in SYCAMORE POND ADDITION (south of 47th Street South, east of Seneca).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NO. 448 90200 serving Lots 1 through 27, Block 1; Lot 12, Block 3; Lots 1 through 12, Block 4, Sycamore Pond Addition (south of 47th Street South, east of Seneca) (Project No. 448 90200).

50TH STREET SOUTH from the east line of Seneca to the east line of Lot 27, Block 1, Sycamore Pond Addition; OSAGE/OSAGE CIRCLE from the north line of Sunrise to and including cul-de-sac (south of 47th Street South, east of Seneca) (Project No. 472 84416).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

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

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

448 90200	\$ 6,300.00
472 84416	\$16,300.00

TOTAL \$22,600.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law
RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

Agenda Item No 11e.

City of Wichita
City Council Meeting
December 19, 2006
Agenda Report No. 06-1282

TO: Mayor and City Council Members

SUBJECT: Agreement for the Installation of Railroad Signals (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreements.

Background: Representatives of the City, State, and Railroad Company reviewed the railroad crossing on Hillside, south of K-96. As a result of this review a signal system upgrade, including the installation of straight post signals and gates, was recommended at this location.

Analysis: The attached Agreement will authorize the recommended signal revisions. The Burlington Northern Santa Fe Railroad (BNSF RR) will coordinate the installation and upgrade of the existing signal system. The proposed signal installation work should not affect existing traffic on Hillside at this location.

Financial Consideration: The total cost of the proposed signal system improvements will be funded one hundred percent (100%) using Federal Section 130 Funds. The estimated cost of the signal improvements is \$171,188.00 at this crossing on Hillside. The Agreement obligates the City to install and maintain the necessary advance warning signs and pavement markings at the crossing area. These signs and markings are presently in place at this location.

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

Legal Consideration: The Law Department has approved the Agreement as to legal form.

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

Attachments: Map and Agreement.

Agenda Item No. 11f.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1283

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project (Phase I) –
Supplemental Agreement

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendations: Approve the Supplemental Agreement for engineering service for inspection services for the Aquifer Storage and Recovery Project.

Background: On April 4, 2006, the City Council approved a Contract with Professional Engineering Consultants to provide construction inspection services for Phase I of Equus Beds Aquifer Storage and Recovery Project (ASR).

Analysis: The first phase of the ASR project has evolved into several construction projects. To provide appropriate inspection, Staff determined the best course of action is to obtain field inspection services for the projects independently from the design of the projects. Because of the need for inspection services beyond the anticipated date in April, this Supplemental Agreement is required.

Financial Considerations: The cost for the Supplemental Agreement will increase the cost of the Contract by \$24,850 for a total of \$280,713. Funding is included in CIP W-549, Water Supply Plan Phase III, which has available funding of over \$29 million in 2006.

Goal Impact: The Supplemental Agreement will ensure efficient infrastructure by providing reliable, compliant and secure utilities.

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

Recommendation/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement; 2) and authorize the necessary signatures.

Attachment: Supplemental Agreement with PEC

Resolution No. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA
ADOPTING A CHANGE ORDER POLICY
AS PROVIDED BY CITY OF WICHITA CHARTER ORDINACE NO. 198**

WHEREAS, by Charter Ordinance No. 198, the City Council is authorized to establish a change order policy for public improvement projects that exempts change orders over \$25,000 from the bid requirements of Charter Ordinance 198; and

WHEREAS, Administrative Regulation 6.8 as revised May 25, 2006, provides requirements for the administration of change orders in connection with public improvement projects; and

WHEREAS, the provisions of Administrative Regulation 6.8 constitute a sufficient expression of the policy of the governing body related to change orders for public improvement projects.

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

Section 1. The governing body adopts as its policy on change orders under the provisions of Charter Ordinance No. 198, subsection (d), the provisions of Administrative Regulation 6.8 as revised on May 25, 2006.

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, this date, _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Resolution No. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA
PERMITTING AN EXCEPTION TO THE CHANGE ORDER POLICY
AS PROVIDED BY CITY OF WICHITA CHARTER ORDINACE NO. 198**

WHEREAS, by Charter Ordinance No. 198, the City Council is authorized to permit exceptions to the percentage limitations on the dollar amount of change orders that may be approved for any specific public improvement; and

WHEREAS, on February 2, 2006, the City Council approved a contract with Snodgrass & Sons Construction, Inc. to construct facilities associated with Phase I of the Equus Beds Aquifer Storage and Recovery (ASR) Project in the amount of \$9,173,480 and on June 20, 2006, approved Change Order No. 1 increasing the contract amount by \$862,934 to \$10,036,414; and

WHEREAS, on October 17, 2006, the City Council approved an exception to the 10% limitation on the dollar amount of change orders for such Project when it approved Change Order No. 2 in the amount of \$152,082; and

WHEREAS, it is necessary to do additional work in order to successfully complete the Project which work is set out as proposed Change Order No. 3. The amount of proposed Change Order No. 3 is \$69,122; and

WHEREAS, approval of Change Order No. 3 will require the City Council to permit an additional exception to the 10% dollar amount limitations on change orders as permitted by Charter Ordinance No. 198.

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

Section 1. The proposed Change Order No. 3 to the ASR Project contract will cumulatively exceed ten percent (10%) of the original contract with Snodgrass & Sons Construction, Inc., and the City Council hereby deems the work covered by Change Order No. 1, Change Order No. 2 and proposed Change Order No. 3 to be in the best interests of the City of Wichita in helping assure completion of Phase I of the ASR Project and in providing water supply for the City.

Section 2. An exception to the change order policy as authorized by Charter Ordinance No. 198 is hereby permitted, and the City Council may approve Change Order No. 3 in the additional amount of \$69,122 to the February 2, 2006, contract with Snodgrass & Sons Construction, Inc., as previously amended by Change Order No. 1 and Change Order No. 2..

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, this date, _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 11g.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1284

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement - Construction of Haul Road at Brooks
Construction & Demolition (C&D) Landfill – Herzog Environmental, Inc.
(District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental agreement with Herzog Environmental, Inc. and authorize the necessary signatures.

Background: On July 25, 2006, the City Council approved an agreement with Herzog Environmental, Inc. for the extra work required to divert and process the large quantities of roofing material brought in to Brooks C&D Landfill from storm damage last spring. The excess waste has been diverted to a separate area of the landfill that is being prepared to open as a future phase. Due to severe spring hail storms; an unusually large number of roofs were being replaced in Wichita and the surrounding area. As a result, Brooks had been receiving triple the debris it typically receives and most of the increase is due to the large number of residential shingles. Because the current phase of the C&D Landfill is nearing capacity, it was unable to receive this large quantity of material.

The Kansas Department of Health and Environment (KDHE) approved diverting the roofing material to the separate area, and using the material to prepare the area as a future landfill phase. This phase has just recently been permitted, on November 9, to begin taking C&D waste once the current phase is closed.

Analysis:

Herzog Environmental Inc, the City's landfill operations contractor, provided the City with costs per ton for the extra work needed to divert this material to the new location and prepare access to the new site. Assuming the quantity of roofing material would decline over the summer and fall months, the agreement with Herzog was approved at a cost not to exceed \$75,000. However, the volume continued through the fall months. Additional authorization in the amount of \$15,000

was necessary to continue this operation. Failure to continue this would have caused the capacity of the present phase to be rapidly exceeded, and would have required the landfill to be closed until the permit for the next phase was approved by KDHE.

This Supplemental Agreement authorizes the additional \$15,000 to provide for this necessary extension of the contractors work, at the same rates per ton as the original agreement.

Financial Considerations: Funds for this work are available in the 2006 Brooks C&D Landfill operating budget.

Goal Impact: This work supports the Core Area and Neighborhood Goal by continuing to provide affordable C&D waste disposal for the public and City of Wichita cleanup crews. The continued operation of the C&D Landfill is vital to maintain the cleanliness and vitality of the city.

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

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

Attachments: Supplemental agreement.

Agenda Item No.11h.

City of Wichita
City Council Meeting

December 19, 2006

Agenda Report No.06-1285

TO: Mayor and City Council

SUBJECT: Extension and Modification of Contract: Victim's Rights Services

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the agreement with Correctional Counseling of Kansas and authorize the mayor to sign.

Background: Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution. No. R-93-327 to implement these notification requirements. The services to implement this resolution have been provided to the City of Wichita through a contract with Correctional Counseling of Kansas.

Analysis: Correctional Counseling of Kansas has provided services in the past and is willing to continue to provide the services on behalf of the city to comply with the Kansas Constitution.

Financial Considerations: Funds in the amount of \$35,385 have been approved in the Law Department Budget for purposes of paying for this program in 2007. The revised contract would increase compensation \$4,000, to \$39,385. Fund transfers would be needed to move that amount into OL3 2560 of the Law Department Budget to cover these costs.

Goal Impact: Internal Perspective. The contract will provide for a function mandated by state law.

Legal Considerations: The City Attorney's office has prepared the Agreement and has approved it as to form.

Recommendations/Actions: Approve the contract, budget transfer, and authorize the Mayor to sign the contract.

Agenda Item No.12a.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1286

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Terradyne West Addition (north of Central, west of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water and sanitary sewer improvements in Terradyne West Addition on November 28, 2006.

Analysis: The proposed Agreement between the City and Poe & Associates, Inc. provides for the design of bond financed improvements consisting of water and sanitary sewer in Terradyne West Addition. Per Administrative Regulation 1.10, staff recommends that Poe 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 Poe will be on a lump sum basis of \$31,150 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water and sewer improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

POE & ASSOCIATES, INC.

for

TERRADYNE WEST ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90250 serving Lot 1, Block 1; Lots 1 through 47 inclusive, Block 2; Lots 1 through 6 inclusive, Block 3; Lot 1, Block 4, Terradyne West Addition (north of Central, west of 159th Street East) (Project No. 448 90250).

WATER DISTRIBUTION SYSTEM NO. 448 90251 serving Lot 1, Block 1; Lots 1 through 47

inclusive, Block 2; Lots 1 through 6 inclusive, Block 3; Lot 1, Block 4, Terradyne West Addition (north of Central, west of 159th Street East) (Project No. 448 90251).

LATERAL 402, FOUR MILE CREEK SEWER serving Lot 1, Block 1; Lots 1 through 47 inclusive, Block 2; Lots 1 through 6 inclusive, Block 3; Lot 1, Block 4, Terradyne West Addition (north of Central, west of 159th Street East) (Project No. 468 84261).

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 Terradyne Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s)

designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448 90250	\$ 4,300.00
Project No. 448 90251	\$ 11,500.00
Project No. 468 84261	\$ 15,350.00
Total	\$31,150.00

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

Carlos Mayans, 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 in ink on standard 22” x 36” Mylar sheets.

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. 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.
3. 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.
4. Drainage Study. 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.
5. 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 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. 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.

6. 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.

7. 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.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by February 15, 2007.
(Project No. 448 90250).

b. Plan Development for the water improvements by February 15, 2007.
(Project No. 448 90251).

c. Plan Development for the sanitary sewer improvements by January 31, 2007.
(Project No. 468 84261).

Agenda Item No.12b.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1287

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Oak Creek 2nd Addition (south of 21st, west of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water and paving improvements in Oak Creek 2nd Addition on September 26, 2006.

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

Financial Considerations: Payment to PEC will be on a lump sum basis of \$82,800 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

OAK CREEK 2ND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90234 serving Lots 5, 6 and 7, Block 1; Lot 12, Block 2; Lot 1, Block 4, Oak Creek 2nd Addition (south of 21st, west of Greenwich) (Project No. 448 90234).

19th STREET NORTH from Chateau Parkway to Oak Creek Parkway and on CHATEAU

PARKWAY from 19th Street North to a point 80 feet south of Lot 4, Block 2, Oak Creek Addition (south of 21st, west of Greenwich) (Project No. 472 84449).

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 Oak Creek 2nd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible

of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448 90234	\$ 7,800.00
Project No. 472 84449	\$75,000.00
TOTAL	\$82,800.00

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

Carlos Mayans, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING

CONSULTANT, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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. 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.
3. 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.
4. Drainage Study. 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.
5. 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 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the

City Engineer. 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.

6. 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.

7. 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.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by November 10, 2006.
(Project No. 448 90234).

b. Plan Development for the paving improvements by November 17, 2006.
(Project No. 472 84449).

Agenda Item No.13a.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1288

TO: Mayor and City Council Members

SUBJECT: Change Order: 2006 Concrete Street Repair Project
(Districts I, V and VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 15, 2006, the City Council approved a construction contract with Kansas Paving, Inc. to repair Ridge/Mid-Continent Drive, between Kellogg Drive and Taft; and Hydraulic south of the K-96 Freeway. During construction, it was determined that the amount of concrete pavement to be removed and replaced was greater than expected at the time of letting.

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

Financial Considerations: The total cost of the additional work is \$18,968. The funding source is Street Maintenance funds. The original contract amount is \$174,800. This Change Order represents 10.85% of the original contract amount.

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

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change Order.
August 23, 2005

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Dondlinger & Sons Project: Wichita River Corridor Improv.
Proj. and Cable Stayed Pedestrian Bridges over Big and Little
Arkansas Rivers

Change Order No.: 2 Project No.: 87TE-0176-01/472-82799

Purchase Order No.: 500600 OCA No.: 706556/715691

CHARGE TO OCA No.: 706556 PPN: 405209/242107

Please perform the following extra work at a cost not to exceed \$10,565.60

Measured quantities for the 90 auger cast piles at the Keeper Plaza overran by 264.14 feet to achieve adequate penetration in the underlying clay layer for bearing. Add 264.14 lf of auger cast piles at the bid measured quantity price of \$40.00 per lf.

Measured Quantity Bid Item:

Auger Cast Piles 264.14 lf @ \$40.00/lf = \$10,565.60

Recommended By:

Approved:

Stan Breitenbach, P.E. Date
Date
Special Projects Coordinator

Jim Armour, P.E.
City Engineer

Approved:

Approved:

Contractor Date
Date

Chris Carrier, P.E.
Director of Public Works

Approved as to Form: By Order of the City Council:

Gary Rebenstorf Date
Date
Director of Law

Carlos Mayans
Mayor

Attest: _____

Agenda Item No. 13b.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1289

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project Phase I - Change Order

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve Change Order No. 3 with Snodgrass Construction.

Background: On January 10, 2006, City Council approved a Design/Build project with CAS Construction to construct a surface water treatment plant. On February 2, 2006, the City Council approved a Contract with Snodgrass Construction to construct facilities associated with Phase I of the Equus Beds Aquifer Storage and Recovery. On June 20, 2006, the City Council approved Change Order No. I with Snodgrass Construction. On October 17, 2006, the City Council approved Change Order No. 2 and adopted a Resolution granting an exception to the Change Order policy for this project because the aggregate total of Change Orders exceeded 10 percent of the initial bid.

Analysis: Phase I with Snodgrass Construction includes a surface water intake, four recharge and recovery wells and two recharge basins. Change Order No. 3 consists of the cost associated with the increased depth of some of the monitoring wells and piezometers (per unit cost included in the Contract). Included is the cost to replace three monitoring wells belonging to the Equus Beds Groundwater Management District, installing additional erosion control around inlets to the recharge basins, installing let-down tubes in the recharge wells to improve well operation and altering the location of fencing around one of the recharge basins.

Change Order No. 1 included the addition of three miles of pipeline to separate the surface water and diversion well recharge systems. The cost for this modification was \$920,000; however by separating the facilities, the construction costs of the treatment plant were reduced by approximately \$3.5 million. When the cost of separating the recharge systems is not considered, total Change Orders have increased the Contract by only \$165,128 or 1.8 percent.

Financial Considerations: The original Contract was \$9,173,480. Change Order No. 1 increased the Contract by \$862,934, to \$10,036,414. Change Order No. 2 increased the Contract by \$152,082 and Change Order No. 3 will increase the Contract by \$69,122 to \$10,257,618 . All

Change Orders total \$1,084,138 or 11.8 percent of the original Contract. Funds are available in CIP W-549, Water Supply Plan, which has over \$26 million available in 2006.

Goal Impact: Change Order No. 3 will ensure efficient infrastructure by providing reliable, compliant and secure utilities. The project assures adequate water supplies now and in the future, and is a critical component of the City's infrastructure.

Legal Considerations: Ordinance No. 198 requires that City Council approve Change Orders in excess of \$25,000. The Ordinance authorizes approval of Change Orders up to 25 percent of the original price on engineering projects and up to 10 percent of the original price for building contracts. City Council may, by Resolution, approve an exemption to the restrictions when deemed to be in the best interest of the City. Policy further restricts engineering projects to projects that have all line-item bids. Since this project was generally a lump sum bid, it is considered a building project and Change Orders, either individually or collectively, are limited to 10 percent of the original Contract price. The proposed Resolution allows City Council to consider Change Orders in excess of 10 percent of the original Contract. The Law Department has approved Change Order No. 3 and the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve Change Order No. 3; 2) adopt the Resolution establishing Administrative Regulation 6.8 as its Change Order policy; and 3) authorize the necessary signatures.

Attachments: Resolution permitting an exception to the Change Order policy
Resolution adopting the Change Order policy
Change Order No. 3 with Snodgrass Construction

Agenda Item No.14.

City of Wichita
City Council Meeting

December 19, 2006

Agenda Report No. 06-1290

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Council Districts I, and II

INITIATED BY: Office of Central Inspection

AGENDA: Consent

-

Recommendations: Adopt the resolutions.

Background: On December 4, 2006, the Board of Code Standards and Appeals (BCSA) held a hearing on the following five (5) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

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

Property Address	Council District
a. 917 North Beech	II
b. 2207 East Mossman	I
c. 2715 East 13th Street North	I
d. 1954 North Ash	I
e. 9743 East Chamberlin	II

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

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

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on February 6, 2007 at 9:30 a.m. or as soon thereafter.

Attachments: Letters to Council, Summaries, and Resolutions.

OCA: 230200

Agenda Item No. 15.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1291

TO: Mayor and City Council Members

SUBJECT: Contract for Architectural Services for Historic Wichita-Sedgwick County, Inc. (Cowtown) with Randal Steiner Architect, P.A. (District VI)

INITIATED BY: Division of Arts and Cultural Services

AGENDA: Consent

Recommendations: Approve the contract with Randal Steiner Architect, P.A. to provide Architectural Services for Historic Wichita-Sedgwick County, Inc. (Cowtown) located in District 6, in the amount of \$58,000.

Background: The City has a 99-year lease with Cowtown and owns Cowtown's historical structures and the land it sits on. The City has an obligation to remain good stewards of the museum and restore the structures, while also ensuring that necessary safety requirements are put in place to protect the visiting public. A Memorandum of Understanding between the City, County and Cowtown states that the City will hire a historical architect to act as a consultant and inspect the facilities. Upon completion of the inspection process, the consultant will deliver a report on the condition of each building within the museum, which will be used to develop work plans for the upkeep and historical preservation of various buildings.

Analysis: Following the standard RFP process set forth by the City, it was deemed by a committee that Randal Steiner Architect, P.A. be recommended to provide the professional services stated above. Based on Steiner's presentation and qualifications, the committee feels they will provide the detailed information necessary to develop a thorough work plan for Cowtown. Services will be completed hereunder on or before March 31, 2007.

Financial Considerations: The Professional Service cost shall not exceed \$58,000. The Arts and Cultural services are budgeted to receive the equivalent of one mill for 2007. The amounts allocated were based on preliminary assessed valuation estimates. Based on the final assessed valuation provided by the Sedgwick County Clerk, an additional \$58,982 is available

Goal Impact: Enhance the Quality of Life

Legal Considerations: The Law Department has prepared and approved the Contract for Architectural Services as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the contract with Randal Steiner Architect, P.A. to provide Architectural Services for Historic Wichita-Sedgwick County, Inc. (Cowntown) in the amount of \$58,000, and any necessary budget adjustments.

Agenda Item No.16.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1292

TO: Mayor and City Council
SUBJECT: Consent to Transfer of Park West Plaza and Assignment/Assumption of Land Use Restriction Agreements (District V)
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize the execution and delivery of a Consent to the proposed transfer, upon satisfaction of necessary conditions.

Background: In 1995 and 1997, the City issued Revenue Bonds to finance independent living facilities and assisted care facilities operated by Park West Plaza, LLC. All of the Bonds were paid in or prior to 2005, and the City conveyed the project back to Park West Plaza, LLC in 2005. Because some of the 1995 Bonds and 1997 Bonds were issued as tax exempt, under the Tax Code rules for qualified residential rental facility bonds (sometimes referred to as affordable housing bonds), the property had to be subjected to certain restrictions and requirements for occupancy by low-income tenants, for a period of years that has not yet expired. These requirements and restrictions were imposed by Land Use Restriction Agreements filed of record in 1995 and 1997, and these agreements continue to affect the property until the end of the restricted period, even though the Bonds have been paid and the property has been conveyed back to Park West Plaza, LLC. Park West Plaza, LLC would now like to sell the property to another entity, Legend Senior Properties, LLC, but under the terms of the Land Use Restriction Agreements, may do so only with the consent of the City and the Bond Trustee, and only after the proposed transferee agrees to take assignment of, and assume, all Park West Plaza, LLC's obligations under the Land Use Restriction Agreement. The proposed transferee must also furnish an opinion of its legal counsel that its agreement in this regard is binding.

Analysis: Counsel for the proposed transferee has represented that the transferee is willing to furnish the agreement and legal opinion required to support the City's consent to the proposed transfer. Although the transfer is not proposed to be finalized until January 2007, Park West Plaza, LLC and the proposed transferee intend to proceed with an escrow closing prior to the end of 2006. Because this meeting is the only available agenda setting prior to the scheduled escrow closing, it is appropriate to approve the consent at this time, with delivery subject to the proposed transferee's execution of an appropriate Assignment and Assumption Agreement and delivery of a legal opinion that the same is binding upon the proposed transferee.

Financial Considerations: The requested consent will be without cost to the City. The conditions which the Land Use Restriction Agreement requires to be met prior to the delivery of the City's consent are designed to ensure that the land use restrictions continue to be binding on any transferee until such time as the period of the required restrictions expires under the terms of the agreement.

Goal Impact: Economic Vitality and Affordable Living. The grant of the Consent, subject to the conditions imposed by the Land Use Restriction Agreements will demonstrate the continued flexibility of the City's bond financing program for housing developers, while at the same time preserving the affordable housing character of the project through the applicable period of restrictions.

Legal Considerations: The City Attorney's Office has reviewed the proposed Assignment and Assumption Agreement and the proposed Consent form, and has approved the same as to form.

Recommendations/Actions: Approve the execution of the requested Consent, and its subsequent delivery, dependent on satisfaction of necessary conditions.

Agenda Item No. 17.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1293

TO: Mayor and City Council Members

SUBJECT: Expo Hall Operating Budget Adjustment (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve transfer of operating funds within the department's budget.

Background: Expo Hall is a multi-functional public facility equipped with a full service kitchen, convention and exhibitor halls, and offers meetings rooms which are accessible from the 2nd floor of the Hyatt Regency Hotel. On December 18, 2001, the City Council approved a management agreement for direct management of the hotel by the Hyatt Corporation. One of the services included in the management agreement is the responsibility to service, setup and disassemble the meeting rooms.

Analysis: The 2006 Revised Park Department's Operating Budget for the operation at Century II Bob Brown Expo Hall included charges for the Hyatt Management contract in the amount of \$175,000, however the Hyatt service fees continue to increase each year. Currently, the contractual payments for the Hyatt are \$23,712 for October, \$25,107 for November and an estimate of \$28,200 for December due to an increase of holiday rentals. This will require a budget adjustment from the Century II Operating Budget to the Expo Hall Operating Budget of \$77,000. It is estimated that the Hyatt 2006 revenues for services provided will be \$510,000 and expenses will be 250,000 thus resulting in a net profit of \$260,000.

Financial Considerations: The 2006 Century II Operating Budget will have year-end personal services, contractual, and commodity budget savings. However, to cover the additional increase in Hyatt service fees, a budget adjustment needs to be made from the Century II to the Expo Hall Operating Budget. Sufficient budget authority is available due to savings to move from Century II to Expo Hall, to cover the shortfalls in the contractual budget.

Goal Impact: The Bob Brown Expo Hall is a public facility that provides citizens with Quality of Life by offering a public facility that hosts local, regional and national conventions, trade shows, and other venues.

Legal Considerations: Budget transfers in excess of \$25,000 require the City Council approval.
Recommendation/Action: It is recommended that the City Council approve the transfer of funds within the department's operating budget.

Agenda Item No. 18.

CITY OF WICHITA
City Council Meeting
December 19, 2006

Agenda Report No. 06-1294

TO: Mayor and City Council

SUBJECT: Park Lighting (Districts V and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Adopt the bonding resolution and authorize initiation of the project.

Background: In keeping with the recent approved Safe and Secure Community Goal approved by City Council, the Park and Recreation Department strives to improve nighttime use of park facilities and recreation centers through these various lighting projects.

Analysis: The 2007 Park Capital Improvement Program (CIP) includes \$100,000 for the placement of outdoor lights in new and existing parks and replacement of damaged or obsolete light fixtures at existing parks, park facilities, and recreation centers. Funding will provide for improvements to Country Acres Park, Sycamore Park, and Park Villa in North Riverside Park.

Financial Considerations: The 2007 Park CIP includes \$100,000 for the construction and replacement of park lighting at City parks, park facilities, and recreation centers. The funding source is general obligation bonds.

Goal Impact: Replacement and additional new lighting for parks will help to improve community safety and will satisfy citizens with improved quality of life through extended hours of use of parks.

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

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

Attachments:

1. Bonding Resolution for Country Acres Park
2. Bonding Resolution for Park Villa in North Riverside Park
3. Bonding Resoulution for Sycamore Park

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE THE PLACEMENT OF OUTDOOR LIGHTS IN NEW AND EXISTING PARKS

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

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

Labor, Material, and Equipment for the placement of outdoor lights in new and existing parks and replacement of damaged or obsolete light fixtures at existing parks, park facilities and recreation center. funding will provide improvement to country acres park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$100,000, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE THE PLACEMENT OF OUTDOOR LIGHTS IN NEW AND EXISTING PARKS

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

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

Labor, Material, and Equipment for the placement of outdoor lights in new and existing parks and replacement of damaged or obsolete light fixtures at existing parks, park facilities and recreation center. funding will provide improvement to Park Villa Lighting in North Riverside Park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$100,000, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE THE PLACEMENT OF OUTDOOR LIGHTS IN NEW AND EXISTING PARKS

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

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

Labor, Material, and Equipment for the placement of outdoor lights in new and existing parks and replacement of damaged or obsolete light fixtures at existing parks, park facilities and recreation center. funding will provide improvement to Sycamore Park Lighting

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$100,000, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 19.

CITY OF WICHITA
City Council Meeting
December 19, 2006

Agenda Report No. 06-1295

TO: Mayor and City Council

SUBJECT: Playground Rehabilitation and Development (Districts III, IV & VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: Starting in 2000, the City has been in the process of renovating playgrounds and replacing playground equipment across the city of Wichita to enhance this community resource and address safety concerns associated with current configurations.

Analysis: The 2007 Park Capital Improvement Program (CIP) includes \$200,000 in funding to rehabilitate park playgrounds and amenities in various locations. The following sites have been identified for renovation and equipment replacement in 2007: West Millbrook, O. J. Watson, Buffalo, and Sycamore Parks.

Investment in West Millbrook will be to replace the wood play features that are worn and create safety concerns. O. J. Watson will receive a new swing set on the East playground to replace the existing swing that does not meet current safety standards. Buffalo will include complete renovation by removing the very old playground features and replacing them with a new playground system and independent play elements to replace the concrete play features that were removed approximately two years ago. Sycamore Park will receive a new spacenet climber to replace an old merry-go-round whirl and several concrete features that were removed approximately two years ago.

Financial Considerations: The 2007 Park CIP includes \$200,000 for renovating playgrounds and replacing playground equipment. The funding source is general obligation bonds.

Goal Impact: Playground improvements will help to support vibrant neighborhoods and will increase a sense of community, neighborhood involvement and satisfaction.

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

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

Attachments: Four (4) – Bonding Resolutions

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE RENOVATION AND REPLACEMENT OF PLAYGROUND EQUIPMENT.

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

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

Labor, Material, and Equipment for the removal of several old playground materials and the installation of a new playground system at Buffalo Park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$120,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE RENOVATION AND REPLACEMENT OF PLAYGROUND EQUIPMENT.

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

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

Labor, Material, and Equipment for the addition of a new swing set to replace one that does not currently meet safety standards at O.J. Watson Park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$10,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ day of _____, 200__.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE RENOVATION AND REPLACEMENT OF PLAYGROUND EQUIPMENT.

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

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

Labor, Material, and Equipment for the addition of a new spacenet climber system to replace an old merry-go-round and several concrete features that were removed from Sycamore Park two years ago.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$25,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE RENOVATION AND REPLACEMENT OF PLAYGROUND EQUIPMENT.

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

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

Labor, Material, and Equipment for the renovation and replacement of wooden playground equipment at West Millbrook Park

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$45,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of ____ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 20.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1296

TO: Mayor and City Council

SUBJECT: Parking Lots, Signage and Entry Drives (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: The Park and Recreation Department has a number of parking lots across the city which, by city code, must be paved. In addition, entry drives and parking lots at a number of Park and Recreation facilities and sites are in various stages of disrepair and in need of major reconstruction. Facilities and sites impacted include; recreation centers, swimming pools, athletic fields, and parks. Furthermore, the Park and Recreation Department has utilized the same design for park signs for many decades and the current system of park signs is outdated. A new City logo developed and adopted several years ago has become a strong symbol for our city and current signs do not have the City seal to promote the parks correlation with other important City amenities.

Analysis: The 2007 Park Capital Improvement Program (CIP) includes funding for park signs and the paving and reconstruction of parking lots and entry drives. The City has identified the need to develop a new sign standard for the park system. In 2005 design services were contracted to McLuggage, Vansickle and Perry that established a new standard and identity for the park system. This new entry sign standard will be constructed at several major parks. In addition, paving and reconstruction of entry drives and parking lots will protect the City's investment in Park and Recreation facilities and amenities and enhance their use by fee-paying users, neighborhood groups, and citizens. A parking area requiring paving for code compliance that will be addressed this year is the main parking lot for West Side Athletic Field.

Financial Considerations: The 2007 Park CIP includes \$450,000 for the paving and reconstruction of parking lots and entry drives at Park and Recreation facilities and sites across the city. The funding source is general obligation bonds.

Goal Impact: New park signs and reconstruction or paving of unpaved parking lots in parks will improve the quality of parks and help to increase and sustain neighborhood vibrancy and community satisfaction.

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

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

Attachments: Two (2) – bonding resolutions

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPAIR AND CONTRUCTION OF ENTRY DRIVES AND PARKING LOTS.

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

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

Labor, Material, and Equipment for the repair, paving and reconstruction of entry drives and parking lots at the West Side Athletic Field.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$200,000.00 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of ___ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE RENOVATION AND REPLACING OF PLAYGROUND EQUIPMENT.

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

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

Labor, Material, and Equipment for the renovation and replacement of playground equipment to the wood play features at West Millbrook Park; the addition of a new swing set to replace one that does not currently meet safety standards at O.J. Watson Park; the removal of old playground equipment and installation of a new playground system at Buffalo Park; and a new spacenet climber system to replace an old merry-go-round whirl and several concrete features that were removed from Sycamore Park two years ago.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$200,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of ____ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Agenda Item No. 21.

CITY OF WICHITA
City Council Meeting
December 19, 2006

Agenda Report No. 06-1297

TO: Mayor and City Council

SUBJECT: Park Pathways and Sidewalks (Districts - all)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: The Park and Recreation Department is responsible for ensuring that the City's park paths and sidewalks comply with ADA requirements and provide for the safety of park users.

Analysis: The 2007 Park Capital Improvement Program (CIP) includes \$40,000 for the construction and repair of paths and sidewalks in City parks. Funding will provide for necessary installations and safety improvements at a number of parks. Investment will be made in Harvest Park to constructed sidewalks along the North and West sides of the park, Riverside Park to repair broken and uneven sections of sidewalk and sidewalk replacement at other park locations as these locations are noticed or brought to the attention of Park Department staff throughout the year.

Financial Considerations: The 2007 Park CIP includes \$40,000 for the construction and repair of pathways and sidewalks in City parks. The funding source is general obligation bonds.

Goal Impact: Improved pedestrian access and safety of sidewalks in public parks will improve the quality of parks and help to increase and sustain neighborhood vibrancy and community satisfaction.

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

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

Attachments: One (1) – Bonding Resolution

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE PLACEMENT OF SIDEWALKS AT HARVEST, RIVERSIDE AND VARIOUS OTHER PARKS AS NEEDED.

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

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

Labor, Material, and Equipment for the a resolution authorizing the issuance of bonds by the City of Wichita at large for the Harvest Park sidewalks along the North and West sides of the park. Repairs for broken and uneven sections of sidewalk at Riverside Park. Replacements will also be made to the sidewalks at other park locations as they are noticed or brought to the attention of the Park Department staff.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$40,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 22.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1298

TO: Mayor and City Council
SUBJECT: Swimming Pool Improvements (All Districts)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendation: Approve the project

Background: The 2007 Park and Recreation CIP will provide funding for improvements to various swimming pools across the city on a periodic, as-needed basis. Council has approved this yearly CIP fund since 2000. Past projects using this fund include diving and lifeguard stand replacement, shade structure installation, bench and picnic table replacement, sandblasting/painting of pools and water slides.

Analysis: The Park and Recreation Department maintains and operates eleven (11) municipal pools within the City’s park system. Plans for 2007 swimming pool improvement projects include interior bathhouse renovations at Harvest pool, waterslide at Aley pool, diving stand replacement at Boston and Linwood pools, diaper changing stations at all pools. Chemical controllers will be updated at Aley, Evergreen, Linwood, McAdams, Minisa and Orchard pools. These improvements will allow more efficient chemical usage, address bathhouse issues, and help keep the pools operating in a safe manner for the citizens of Wichita.

Financial Considerations: Funding in the amount of \$100,000 will be available within the Park & Recreation Department’s 2007 CIP budget to fund the improvements. The source of funding is General Obligation bonds.

Goal Impact: This project will impact the Quality of Life Goal by providing citizens quality aquatic facilities. The improved pools and mechanical systems will provide on-going family recreational aquatic activities, swimming lessons and competitive swim opportunities for Wichita citizens and visitors to enjoy

Legal Considerations: The Law Department will review the bonding resolution as to form.

Recommendations/Actions: It is recommended that the City Council adopt the bonding resolution and authorize initiation of the project.

Attachments:

- Eleven (11) Bonding Resolutions for Swimming Pool Repairs and Improvement Projects.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF CHEMICAL CONTROLLERS AT ALEY SWIMMING POOL

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

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

Labor, Material, and Equipment for Aley Swimming Pool Chemical Controllers Update.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1500.00 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of ___ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF WATERSLIDE AT ALEY SWIMMING POOL.

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

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

Labor, Material, and Equipment for Aley Swimming Pool Waterslide.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$10,000 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF DIVING STANDS AT BOSTON SWIMMING POOL.

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

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

Labor, Material, and Equipment for Boston Pool Diving Stand Replacements

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$24,000, exclusive of the costs of interest on borrowed money.

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

SECTION 4: That this resolution shall take effect and be in force from and after its passage

and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF CHEMICAL CONTROLLERS AT EVERGREEN SWIMMING POOL.

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

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

Labor, Material, and Equipment for Evergreen Pool Chemical Controllers.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1,500 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of ___ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE RENOVATIONS OF THE BATHHOUSE AT HARVEST SWIMMING POOL.

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

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

Labor, Material, and Equipment for renovations of the Harvest Pool bathhouse.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$15,000, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF THE CHEMICAL CONTROLLER AT LINWOOD SWIMMING POOL.

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

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

Labor, Material, and Equipment for Linwood Pool Chemical Controllers Update.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1500 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of ____ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF

WICHITA AT LARGE FOR THE REPLACEMENT OF THE DIVING STAND AND
LINWOOD SWIMMING POOL.

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

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

Labor, Material, and Equipment for Linwood Pool Diving Stand Replacement.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and
sale of general obligation bonds by the City of Wichita at large, in the manner provided by law
and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is
estimated not to exceed \$14,000, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF THE CHEMICAL CONTROLLER AT MCADAMS SWIMMING POOL.

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

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

Labor, Material, and Equipment for McAdams Pool Chemical Controllers Update.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1500.00 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of ___ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT THE CHEMICAL CONTROLLER AT MINISA SWIMMING POOL.

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

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

Labor, Material, and Equipment for Minisa Pool Chemical Controllers Update.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1500.00 exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this __ _ day of __ ____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF THE CHEMICAL CONTROLLERS AT ORCHARD SWIMMING POOL.

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

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

Labor, Material, and Equipment for Orchard Pool Chemical Controllers Update.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1500.00, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of ___ _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE REPLACEMENT OF POOL VACUUMS, INSTALLATION OF BABY CHANGING STATIONS AND UPDATE OF CAULKING ON DECKS AND BASINS AT ALL SWIMMING POOLS.

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

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

Labor, Material, and Equipment for the replacement of pool vaccums at Aley, Boston and Harvest Swimming Pools; the installation of diaper changing stations at all swimming pools; and for the caulking of decks and basins at all swimming pools.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$28,000, exclusive of the costs of interest on borrowed money.

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

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

ADOPTED at Wichita, Kansas, this ___ _ day of _____, 200_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No.23.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1299

TO: Mayor and City Council Members

SUBJECT: Park, Recreation and Open Space (PROS) Plan (All Districts)

INITIATED BY: Metropolitan Area Planning Department
Park and Recreation Department

AGENDA: Consent

Recommendation: Approve the vendor contract.

Background: The City of Wichita Park and Recreation Department currently utilizes the 1996 Parks and Pathways plan and the 1999 Park and Recreation Facilities Study to guide the provision of City Park, Recreation, and Open Space (PROS) resources. The 1996 Parks and Pathways Master Plan updated the prior 1976 Wichita-Sedgwick County Park and Open Space Plan, providing a vision for a countywide park, open space and pathway system to the Year 2010. In 1999 the Parks and Recreation Facilities study was completed with the principle purpose of inventorying and analyzing the conditions of the major parks, recreation facilities, and other park amenities. This study also provided a comparison of the available park and recreation resources to the priorities of Wichita's citizens.

Analysis: The Park Department, Wichita Board of Park Commissioners and the Wichita-Sedgwick County Metropolitan Area Planning Department are developing a new Wichita PROS Plan to update the 1996 Plan and 1999 Study. The new PROS Plan will enable the Park Board and City Council to ensure that the provision of the PROS resources reflect the priorities and needs of Wichita citizens. In addition to the PROS Plan development processes, the project will also involve fundraising activities for a lecture/speaker series, charettes, public input and other project expenditures not included in the RFP for this project.

An RFP was released in August 2006 and the City of Wichita Purchasing Department officially received six formal submissions for the request. Of those firms that submitted, four firms were selected for a final interview presentation to present their ideas and plan to the Staff Screening and Selection Committee (SSSC). Based on the interviews and the overall proposal evaluations, the SSSC is recommending Moore Iacofano Goltsman, Inc (MIG) to complete the plan.

Financial Considerations: The Capital Improvement Plan has \$250,000 that has been specifically identified for the plan.

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

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

Attachments:

1. MIG Contract
2. Appendix A – Request for Proposal
3. Appendix B and Addendum – MIG’s Proposal
4. Appendix C – MIG Billing and Invoice Tasks
5. Appendix D – City’s Affirmative Action Program

CONTRACT FOR PROFESSIONAL SERVICES
Park, Recreation, Open Space (PROS)

THIS AGREEMENT, made and entered into this 19th day of December, 2006,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
Referred to as

“CITY”

AND
(MIG)

MOORE IACOFANO GOLTSMAN, INC.

Hereinafter referred to as

“CONSULTANT”

WHEREAS, the CITY desires to obtain a professional long-term plan for the provision of Park, Recreation, Open Space (PROS) for the City of Wichita, Park Department, hereinafter referred to as the PROS PLAN.

WHEREAS, the CITY is authorized by law to employ professional planning and engineering services to prepare specialized studies related to land use, transportation, redevelopment, environmental, brown fields redevelopment, economic analysis and market studies, and

WHEREAS, the CITY advertised a Request for Proposal No. FP 600092 dated August 21,

2006 (see Exhibit "A") and the CONSULTANT submitted a September 2006 proposal offering to provide professional services to the CITY to complete the PROS PLAN, including the negotiated professional services (see Exhibit "B" and Addendum), and have been interviewed among other firms, by the CITY'S Staff Screening and Selections Committee, and:

WHEREAS the CONSULTANT has demonstrated the knowledge and experience to undertake the PROS PLAN on behalf of the CITY,

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

I. PURPOSE:

The CITY employs the CONSULTANT and he agrees to undertake the PROJECT as hereinafter set forth.

II. SCOPE OF SERVICES:

The CONSULTANT shall provide the services as set out in Exhibit "B" and addendum, a copy of which is attached hereto and which is incorporated herein by reference. The CONSULTANT'S services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The CONSULTANT makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.

III. THE CONSULTANT AGREES

- A. To provide the various technical and professional services to perform the tasks As outlined in the REQUEST FOR PROPOSAL NO. FP600092 (Exhibit "A"), PROPOSAL FOR CONSULTING SERVICES (Exhibit "B" & Addendum), and the BILLING/INVOICE TASKS (Exhibit "C").
- B. To attend meetings with the CITY and other local, state and Federal agencies as negotiated and specified in Exhibits "B", and "C".
- C. To make available during regular office hours, all work such as the CITY may wish to examine periodically during performance of this Agreement.
- D. To save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions or negligent acts of the CONSULTANT, its agents, servants, employees, or sub consultant's occurring in the performance of its services under this Agreement.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the CONSULTANT and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with 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 "D" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V Payment Provisions, and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the BILLING/INVOICE TASKS (Exhibit "C").

H. To complete the services to be performed by the CONSULTANT for the PROJECT in accordance with Article VI, Time of Completion; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT, provided, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/ or other work or material furnished by the CONSULTANT under this agreement. The CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONSULTANT, its agents, employees and subconsultants, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. The CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from the negligent acts of the CONSULTANT, it's officers, employees and subconsultants 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 per claim and annual aggregate. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of 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 cocommercial general liability policy shall be procured and maintained by the

CONSULTANT that shall be written in a commercial form and shall protect the CONSULTANT against all claims arising from injuries to persons (other than the CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of the CONSULTANT, its agents, officers, employees or subconsultants 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 before the time the CONSULTANT 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 canceled, except 10 days notice for non payment of premium.

K. To advise the CITY, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The CONSULTANT shall also advise the CITY of any changes in the person designated as Project Manager.

The designated Project Manager WILL coordinate ALL aspects of this PROJECT through the CITY'S Project Management Team, which is designated as Karen L. Walker, Assistant Director of Parks and Recreation and Scott Wadle, Associate Planner. Any requests from any other staff agency, which would affect the CONSULTANT'S relative to this PROJECT, MUST be approved by the CITY'S Project Management Team as identified above.

IV. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the CONSULTANT. Confidential material so furnished will be kept confidential by the CONSULTANT. The CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided by the CITY

B. To provide standards as required for the PROJECT.

C. To pay the CONSULTANT for his services and reimbursable expenses in accordance with the requirements of this Agreement

D. To provide the right-of-entry where applicable, for CONSULTANT'S personnel in performing field surveys and observations.

E. To advise the CONSULTANT, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the CONSULTANT of any changes in the person(s) designated as the Project Management.

F. To examine all studies, reports, sketches, drawings, specifications, proposals, work and other documents presented by the CONSULTANT in a timely fashion.

G. To save and hold the CONSULTANT harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions, or negligent acts of the CITY, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The CITY agrees to pay the CONSULTANT for services rendered under this Agreement and as specifically detailed in "Exhibit "B and addendum", a fee established as follows:

A. For the PROJECT and other related items including those items identified in PROPOSAL FOR COUNSULTING SERVICES, Exhibit "B" and addendum, a single stipulated lump sum fee of Two Hundred and Fifty Thousand Dollars (\$250,000) which shall constitute complete compensation for the services, including total expenses and 20 copies of the final report. This fee shall be invoiced in billing periods as identified by tasks completed in proportion to the services performed as outlined in Exhibit "C" and payable upon the satisfactory performance of the service as determined by the CITY.

B. Payments are payable to the CONSULTANT within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the CONSULTANT shall have the right, in addition to any and all other rights provided, to refuse to render further services to the CITY and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the CONSULTANT under this Agreement are contingent upon payment of fees by the CITY. The CONSULTANT will submit monthly invoices/phase billings to the City of Wichita, Park and Recreation Department, 455 N. Main, 11th Flr, Wichita, Kansas 67202. The CONSULTANT will submit the invoices based on a percentage of completion for each of the phase tasks identified in the pricing schedule as shown above. The CONSULTANT will be compensated for the percentage of completion that occurred in the billing month. The CONSULTANT will also be allowed to bill up to 50% of the survey costs identified in task No. 18 for their subcontractor to design, print, and distribute the survey's costs prior to the actual survey completion.

C. When requested by the CITY, the CONSULTANT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. CONSULTANT or witness for the CITY in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
2. Additional planning and engineering services not covered by the scope of this Agreement.
3. A major change in the SCOPE OF SERVICES for the PROJECT.

D. If additional work should be necessary, the CONSULTANT will be given written notice by the 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.

E. If the services are rendered by the CONSULTANT for the PROJECT but the CITY elects not to complete the PROJECT, the CONSULTANT shall be compensated, in proportions to the services rendered, at an amount as stated in Paragraph A above multiplied by the percentage completion of each task as outlined in Exhibit "C".

VI. TIME OF COMPLETION:

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

A. For the performance of all duties and tasks as outlined in the PROPOSAL FOR CONSULTING SERVICES, nineteen months from the date of approval of the Contract pending availability of the Contract pending availability of the CITY and staff.

B. The CITY agrees to cooperate with the CONSULTANT in considering work Submitted and to make necessary decisions promptly to facilitate completion of the PROJECT in the stipulated time, and the CITY agrees to furnish promptly to the CONSULTANT upon written request any approvals and instructions required to be given by the CITY to the CONSULTANT under the terms of this Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

A. Provided CONSULTANT has been paid in full for services rendered; all work pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use, reuse or alteration by the CITY. Provided, however, that the CITY shall hold the CONSULTANT harmless from any and all claims, damages or causes of action which arise out of such further use without the participation of the CONSULTANT. The CONSULTANT reserves the right to utilize all work pertaining to the PROJECT for marketing purposes and for continued use of stock materials not uniquely and specifically attributable to the PROJECT.

CONSULTANT shall be permitted to identify CITY as a customer, to use CITY's name in connection with proposals to prospective customers, to reference CITY on the CONSULTANT'S website and to otherwise refer to CITY in print or electronic form for marketing, publicity or reference purposes. However, MIG shall not publish CITY's confidential or proprietary information.

B. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned sublet or transferred without the specific consent of the CITY. The CITY shall not assign or transfer rights or interest in this Agreement without specific consent of the CONSULTANT.

C. 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.

D. Notwithstanding any other provisions of this Agreement excepting the PROJECT fee amount stipulated in Article V. Payment Provisions, changes in PROJECT services, deliverables and timelines may be made, if mutually agreed upon in writing by the CITY and the CONSULTANT, in order to ensure PROJECT coordination with the Wichita Board of Park Commissioners PROS Speaker Series.

E. That the right is reserved to the CITY to terminate this Agreement, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of Article V.E. Payment Provisions.

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 CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

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 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.

I. Unless otherwise stipulated in this Agreement, all subconsultants retained to assist the CONSULTANT in performing his duties will be paid by the CONSULTANT.

J. The CONSULTANT agrees to employ The Austin Peters Group, Inc, Wichita, Kansas; Economic & Planning Systems, Inc, Berkeley, California, and Northwest Survey & Data Services, Eugene, Oregon as sub consultants to provide the services required to complete the PROJECT, and to pay the fees as contracted for such services. These fees are not reimbursable expenses.

K. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement that day and

year first above written.

CITY OF WICHITA, KANSAS

By _____
Sally McIntyre
MIG, Principal

Carlos Mayans, Mayor

APPROVED AS TO FORM:

Karen Sublett
City Clerk

Gary E. Rebenstorf
Director of Law

Parks, Recreation, and Open Space Plan (PROS)

Addendum to the MIG PROS Plan Proposal submitted September 2006 in response to the City of Wichita Request for Proposal No. FP 600092.

AddendumID # Task Action

1. Task 5 Task 5 includes the following additional action items. The City of Wichita will provide the MIG team with a GIS layer of school sites and will request that the school districts provide a count of the number of recreation facilities (i.e. playgrounds, gymnasiums, etc.) owned and operated by their organizations. The City will also provide a GIS inventory of HOA reserves and known HOAs. The MIG Team will provide the City with a survey form to distribute to the HOAs.

2. Task 5 Task 5 includes the following additional action items. The MIG team will review and provide comments for the City’s PROS amenities survey forms to be used by City staff during the evaluation of City PROS resources.

3. Task 5 Task 5 includes the following additional action items. The MIG Team will assist City staff to develop survey forms that indicate the conditions of City recreation Centers. City staff will complete the survey forms and submit the information to the MIG Team for analysis.

4. Task 11 The following text will replace the Task 11 actions. Task 11: Benefits of Parks, Recreation, and Open Space Summary Memo The MIG Team will identify key benefits of parks, recreation, and open space with in Wichita, and prepare a memo summarizing key points, such as the role of parks and recreation in promoting community health and public safety, and in attracting and retaining businesses, residents, and tourists. The MIG Team will provide a data file to the City for review and revise the memo based on one (1) set of City

comments.

5. Task 11 Task 11 includes the following additional action items. The summary of PROS benefits impacts from task 11 will include benefits specific to Wichita. The report will not consist of original studies but will utilize existing methodologies and data to develop estimates. The report may specify community benefits in the following areas. a. Education b. Safety c. Economic development i. employee recruitment ii. employee retention d. Real estate values e. Healthcare Discussions between City staff and the MIG Team will determine the final benefits analysis areas.

6. Task 11 Task 11 includes the following additional action items. The MIG team will provide examples demonstrating how Rails-to-Trails programs positively affect property values, do not increase crime, and other community benefits.

7. Task 15 Task 15 includes the following additional action items. The MIG team will provide staff an opportunity to review and comment on the public input process for the Community Outreach meetings at least two weeks prior to each meeting.

8. Task 17 Task 17 includes the following additional action items. The MIG team will prepare packets explaining the PROS Planning process and how to get involved (similar to those used for the Vancouver, WA planning process). The City will be able to edit (in Word or another program utilized by the City), print, and distribute the packets for use at school classes, neighborhood associations, and community organizations. The MIG Team will also provide the City with a printable version of the web questionnaire for distribution at public meetings. City staff will compile the results from the hard-copy questionnaires into a software program provided by the MIG Team for those purposes.

9. Task 20 Task 20 includes the following additional action items. The PROS Planning process will identify criteria to evaluate disposition of properties maintained and operated by the Park and Recreation Department. The evaluation criteria will be formatted in a manner that can be used by the Park Board to evaluate requests after the PROS Planning process has concluded.

10. Task 20 Task 20 includes the following additional action items. The PROS Planning process will identify criteria for project prioritization in a manner that can be used by the Park Board to evaluate requests after the PROS Planning process has concluded.

11. Task 20 Task 20 includes the following additional action items. The PROS Planning process will identify criteria to evaluate property acquisition in a manner that can be used by the Park Board to evaluate requests after the PROS Planning process has concluded.

12. Task 21 Task 21 includes the following additional action items. The PROS Planning process will identify park properties/areas and recreation facilities that are underutilized in terms of resources available to the public (i.e. green lawn spaces that could be utilized for fields or natural areas).

13. Task 21 Task 21 includes the following additional action items. The PROS Plan Project and Priorities Plan will identify potential locations where future memorials, particularly veterans, would be appropriate. The MIG team will also provide guidance for how other communities have addressed the issues of whether to accept memorials and where to locate

them.

14. Task 31 Task 31 includes the following additional action items. The Maintenance and Operations Plan will identify the additional funding costs associated with additional responsibilities for median and rights-of-way maintenance. This figure will be provided in a \$/unit of area formula. The City of Wichita will provide the MIG Team with the current maintenance costs per type of property, if available.

15. Task 31 Task 31 includes the following additional action items. The Maintenance and Operations Plan will identify the normal life span for common PROS amenities (i.e. basketball courts, playgrounds, ball fields, etc.). Life span figures for complicated amenities such as recreation centers or very simple recreation amenities (i.e. benches, garbage cans etc.) will not be provided. The City will be responsible for comparing the lifespan information provided by MIG against the PROS amenities installation records, if available. Example: Monkey bars generally have a life span of 15 years. The City of Wichita currently has three sets that are 20 years old and are in need of replacement or major maintenance.

16. Task 33 Task 33 includes the following additional action items. The funding plan will identify grants as potential future funding sources. The MIG team will provide the City with a listing of potential Federal and State grant programs and resources. Private foundations grants will be discussed in the plan, but no detailed target list will be generated.

17. Task 36 Task 36 includes the following additional action items. The performance measures will be provided in a format and categorized to align with the City's Transforming Wichita initiative (City staff can provide guidance on the format).

18. Task 39 Task 39 includes the following additional action items. The MIG team will provide staff an opportunity to review and comment on the public input process for the Community Outreach meetings at least two weeks prior to each meeting.

19. Tasks (including but not limited to) 29, 30, 31, 33 The MIG Team will utilize the recreation centers conditions survey data (Task 5), in conjunction with other information to provide: analysis, recommendations, and actions for the best provision of recreation services to the citizens of Wichita. This analysis will look at geography, programming, maintenance, funding, and other factors.

20. Project schedule (page 3.1) The Project Schedule: Wichita PROS Plan submitted 12/5/06 (attached) replaces the Proposed Time Schedule: Wichita PROS Plan on page 3.1.

Parks, Recreation, and Open Space Plan (PROS)

Ongoing Meetings

Tasks

1. Project Management Team Meetings \$12,425
2. Technical Advisory Group Meetings \$ 5,415
3. Citizen Advisory Committee Meetings \$ 5,960

- 4. Wichita Park Board Meetings \$ 1,980
- Miscellaneous and Administration \$ 1,115
- Total \$ 26,895

The Consultant will invoice the City of Wichita, Park and Recreation Department after each of the following phase tasks have been completed. The Consultant can also submit invoices for any on-going meetings \$26,400 that were identified in the estimated budget proposal for meetings supported during the phases of each of these activities.

Phase I: Where Are We Now? (Existing Conditions)

Tasks

- 5. Project Initiation \$ 5,820
- 6. Background information Review \$ 3,000
- 7. Parks and Facilities Tour \$ 5,580
- 8. Base Map and Existing Resource Maps \$ 3,360
- 9. Planning Context Summary Memo \$ 2,445
- 10. Existing Recreation Resources Memo \$ 2,445
- Miscellaneous and Administration \$ 995
- Total \$ 23,645

Estimated Completion: Project Month 4

Phase II: Where Do We Want to Be? (Needs Assessment)

Tasks

- 11. Economic Impacts Survey Memo \$ 5,175
- 12. Stakeholder Interviews \$ 2,640
- 13. Focus Groups \$ 5,850
- 14. Recreation Program Staff Workshop \$ 6,990
- 15. Community Outreach Meetings (12) \$ 8,190
- 16. Community Intercept Events (2) \$ 3,170
- 17. Web-based Questionnaires \$ 3,700
- 18. Community Recreation Survey \$16,085
- 19. Issues: Facilities and Programs \$ 2,040
- 20. Needs Assessment Approach \$ 1,470
- 21. Draft Community Resources and Needs Assessment \$15,300
- 22. Final Community Resources and Needs Assessment \$ 4,440
- Miscellaneous and Administration \$ 2,675
- Total \$77,725

Estimated Completion: Project Month 10

Phase III: How Do We Get There? (Vision, Strategy, and Plan Development)

Tasks

- 23. Community Visioning Workshop \$ 7,420

- 24. Issues: Identifying Solutions \$ 2,640
- 25. Strategic Planning Framework Memo \$ 1,725
- 26. Baseline Financial Analysis \$11,510
- 27. Strategic Directions \$ 5,790
- 28. Issues: Follow-up Park and Facility Visits \$ 2,040
- 29. Draft Strategy and Action Plan \$ 3,150
- 30. Draft Capital Improvement Plan \$ 4,980
- 31. Draft Maintenance and Operations Plan \$ 3,660
- 32. Draft PROS Plan Maps \$ 3,660
- 33. Funding Strategy \$24,080
- 34. Project Priorities and Action Plan \$ 5,940
- 35. Issues: Prioritization and Action Plan \$ 2,040
- 36. Performance Measures \$ 1,950
- Miscellaneous and Administration \$ 1,530
- Total \$82,115

Estimated Completion: Project Month 15

Phase IV: Plan Approval

Tasks

- 37. Draft Administrative Draft PROS Plan \$ 9,230
- 38. Draft PROS Plan \$ 5,665
- 39. Community Outreach Meetings \$ 8,190
- 40. Community Intercept Events \$ 3,170
- 41. Local Agency Workshop \$ 6,810
- 42. Final PROS Plan \$ 4,950
- Miscellaneous and Administration \$ 1,605
- Total \$39,620

Estimated Completion: Project Month 19

Total Project Costs \$250,000

The contractor will submit monthly invoices/phase billings to the City of Wichita, Park and Recreation Department, 455 N. Main, 11th Floor, Wichita, Kansas 67202. The contractor will submit the invoices based on a percentage of completion for each of the phase tasks identified in the pricing schedule as shown above. Per contract item V.A. the contractor will be compensated for the percentage of completion that occurred in the billing month. The contractor will also be allowed to bill up to 50% of the survey costs identified in Task 18 for their subcontractor to design, print, and distribute the surveys prior to the completion of the task, per contract item V.B.

This schedule is based on the project costs and timeline in the MIG September 2006 proposal. This schedule is subject to adjustment as agreed upon by the City of Wichita and the MIG Team per the contract items III.H and VII.E.

Exhibit D

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.

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

Agenda Item No. 24.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1300

TO: Mayor and City Council Members
SUBJECT: Replacement of the Wichita City Hall Roof (District VI).
INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendation: Approve the Project and the Resolution

Background: The Wichita City Hall roof was replaced in early 1994 and has served two (2) years beyond its ten (10) year warranty and life expectancy. In addition, the roof received hail damage in the summer of 2006.

Analysis: Currently the EDPM membrane has broken adhesion due to hail damage and other undetermined factors and is in a deteriorating condition with a limited life expectancy. A new roof needs to be installed before next summer.

Financial Considerations: City Hall Roof Replacement is in the current CIP for funding in 2006. The Bonding Resolution has been written and is ready to be issued. An Organizational Cost Account has been established (OCA 792492) for the purchase of materials and labor to replace the roof in the amount of approximately \$150,000.00.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets by replacing the roof membrane to maintain and protect a public facility.

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

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

Attachments: Resolution and declaration of official intent certificate.

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.

2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").

3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.

4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.

5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

WICHITA CITY HALL ROOF REPLACEMENT
455 N.MAIN
PROJECT NUMBER 435423, OCA NUMBER 792492

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$150,000.00 dollars exclusive of the cost of interest of borrowed money.

7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.

8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____.
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

Sworn to and subscribed before me this _____ day of

(month, year)

My appointment expires:

Notary Public

Agenda Item No.25.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1301

TO: Mayor and City Council Members
SUBJECT: Proposed 2007 Contracted Street Maintenance Program (All Districts)
INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendation: Approve the Contracted Street Maintenance Program

Background: Each year, funding is allocated in the City’s budget for contracted repairs and resurfacing of City streets. The Contracted Street Maintenance Programs provide maintenance work including concrete repairs, curb and gutter repairs, bridge repairs, crack repairs, and asphalt surface treatments of city streets. The Street Maintenance budget is the primary funding source for this program.

The 2007 Budget, approved by the City Council in August, provides for the following funding levels for contracted street repairs:

Street Maintenance Budget	\$ 6,068,910
Capital Investment Maintenance Program (General Fund)	762,400
Total Contracted Street Maintenance Program	\$ 6,831,310

Analysis: The City of Wichita is responsible for maintenance of approximately 1,700 miles of paved streets, and 96 miles of dirt streets. In addition, the City maintains 300 bridges and 30 pedestrian bridges. The Department of Public Works utilizes a computerized Pavement Management System (PMS) to assess the street conditions throughout the City, and prioritize needed repairs. Staff uses this information, along with citizen input and CIP planning documents, to develop the maintenance programs.

The 2007 program will provide repairs to approximately 8 miles of arterial streets, 3.25 miles of collector streets and 24.5 miles of residential streets. The work will focus on concrete repairs, crack repairs, and asphalt resurfacing.

Financial Considerations: The proposed total expenditure for Contracted Street Maintenance Programs is \$6,831,310. Funds have been approved in the 2007 budget for these programs.

Goal Impact: This project will support the Efficient Infrastructure Goal by providing improved, safer streets throughout the City.

Recommendations/Actions: It is recommended that the City Council approve the 2007 Contracted Street Maintenance Program.

Attachments: Listings of proposed locations for each City Council District, as well as a City map of locations in the 2007 program are attached.

Agenda Item No. 26.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1302

TO: Mayor and City Council Members

SUBJECT: Amending Ordinance: Kellogg/Rock Interchange (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental funding.

Background: On May 8, 2001, the City Council approved an ordinance with a budget of \$27,210,000 to begin acquisition of right-of-way for the Kellogg/Rock interchange project. On April 2, 2002, the City Council approved an ordinance to increase the budget by \$77,790,000 to complete the right-of-way acquisition and begin the early phases of the construction work. On October 24, 2006, the City Council approved an ordinance to increase the budget to \$145,000,000 to complete the final phase of construction. An attempt to award a construction contract within the approved budget was not successful. An amending ordinance has been prepared to increase the project budget.

Analysis: This is the final project needed to complete the Kellogg Freeway to Cypress, east of Rock.

Financial Considerations: The existing budget is \$145,000,000 with \$110,348,000 paid by the City and \$34,652,000 paid by Federal and State Funds. The increased budget is \$155,000,000 with \$120,348,000 paid by the City and \$34,652,000 by Federal and State Funds. The funding source for the City share is the Local Sales Tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement, which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

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

Recommendations/Actions: It is recommended that the City Council approve the supplemental funding, place the amending Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

Attachments: CIP Sheet and Ordinance.

Agenda Item No.27.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1303

TO: Mayor and City Council Members

SUBJECT: Demolition of former Kice Industries Buildings (North of Pawnee, at the Union Pacific Railroad Corridor) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Demolition of the former Kice Industries Buildings.

Background: The City of Wichita acquired the Kice Industries Buildings, 2020 S. Mead and 808 E. Clark, in 2003 as part of the Pawnee, UPRR grade separation project. The vacant buildings, which have been broken into and vandalized, should be demolished

Analysis: Upon completion of the railroad corridor project, any remaining surplus property can be returned to private ownership and redeveloped

Financial Considerations: The estimate demolition cost is \$200,000. Funding is available from the Wichita Rail Corridor project.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a vital transportation route.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council authorize the demolition of the Kice Industries buildings.

Attachments: None

Agenda Item No.28.

City of Wichita
City Council Meeting
December 19, 2006
Agenda Report No. 06-1304

TO: Mayor and City Council Members

SUBJECT: Railroad Permit for a Water Distribution System to Serve Clifton Cove Additions (north of 63rd St. South, along both sides of Clifton) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Permit Agreement.

Background: On November 15, 2005, the City Council approved a water line project to serve the Clifton Cove Additions, a new residential and commercial development located north of 63rd St. South, along both sides of Clifton.

Analysis: A permit from the BNSF Railroad Company is required to allow construction of the water line through railroad right-of-way.

Financial Considerations: The permit fee totals \$3,500, and shall be paid by the improvement district and Water Utility as a shared expense to the project.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing water system improvements required for new development.

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

Recommendation/Action: It is recommended that the City Council approve the railroad permit agreement, authorize payment to the railroad, and authorize the necessary signatures.

Attachments: Agreement

Agenda Item No.29.

City of Wichita
City Council Meeting
December 19

Agenda Report No.06-1305

TO: Mayor and City Council

SUBJECT: Kansas Department of Wildlife and Parks - Recreational Trails Grant
(District 3)

INITIATED BY: Environmental Services Department

AGENDA: Consent

Recommendations: Approve the grant application and accept the grant award when granted.

Background: Environmental Services Wichita Area Treatment, Education and Remediation (WATER) Center, has enhanced Herman Hill Park through construction of a creek, walking trails, an aquarium and educational signage. The Kansas Department of Wildlife and Parks (KDWP) Recreational Trails Program is a grant program to be used to enhance outdoor recreation. ES Department project will create an illustrated trail guide for use along the trail to enhance the visitor's experience to the park.

The grant application deadline was August 1, 2006. Under authority of City of Wichita Administrative Regulation No. 61, the City Manager is authorized to submit the grant application where delay would invalidate the grant application. The City Manager did authorize submittal of the grant application.

Analysis: Environmental Services requests authorization to apply for and accept the Recreational Trails Program grant. The WATER Center is partnering with a Boy Scout Eagle candidate to develop and construct an interpretive trail and corresponding guide, which will enhance the recreational opportunities in Herman Hill Park and educate users on Kansas' native flora and fauna. The grant will fund the supplies needed to install identification posts along the ADA-accessible side of the WATER Center trail as well as the layout and printing of a color trail guide. The trail area impacted by the project is approximately 0.5 miles and leads from the WATER Center to the Arkansas River.

Expanding the recreational and learning opportunities in Herman Hill Park and at the WATER

Center helps meet the implementation initiatives of the South Central Neighborhood Revitalization Plan including “increasing recreational opportunities” and “promoting the river as a community destination.” The trail enhancement also helps meet the public demand for more miles of trail as expressed in the 1996 Park and Open Space Master Plan.

Financial Considerations: The Department of Environmental Services is requesting KDWP Recreational Trail Program grant funding of \$10,000. The grant requires a 20% match (\$2,500) that is provided through the in-kind effort of WATER Center Staff and the assisting Eagle Scout candidate.

Goal Impact: Enhance Quality of Life – Citizens would like to enhance Wichita’s quality of life.

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

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

Attachment: The Recreational Trails Program (RTP) Application Form

Agenda Item 30.

City of Wichita
City Council Meeting
April 5, 2005/December 19, 2006

Agenda Report 06-1306

TO: Mayor and Members of the City Council

SUBJECT: Senior Wednesdays Program (District 3)

INITIATED BY: Environmental Services Department

AGENDA: Consent

Recommendation: Approve application and receipt of Environmental Services WATER Center's portion of the Kansas Health Foundation Recognition Grant for the Senior Wednesdays program.

Background: Senior Wednesdays has been a program offered by the WATER Center since 2005 and was funded in 2006 by a portion of a Kansas Health Foundation Recognition Grant. This program utilizes the WATER Center's mission as the basis for the program to focus on senior citizens. It directly impacts the health of senior adults by enhancing their quality of life through community involvement, lifelong learning and the opportunity to socialize with other senior adults.

Analysis: The WATER Center is part of a local, informal coalition of museums focusing their efforts once a month specifically on seniors. The WATER Center received notice recently that the Senior Wednesday program had been awarded a Kansas Health Foundation Recognition Grant. The grant will be managed by the Sedgwick County Zoo (who submitted the grant application). The grant money will be used to offset the marketing expenses associated with the program and to fund the program supplies and presentations of the ten museums involved in presenting Senior Wednesday programs including Environmental Services WATER Center.

Financial Considerations: The WATER Center has been awarded \$1852.00 for the 2007 Senior Wednesday program from the Kansas Health Foundation Recognition Grant received by the Sedgwick County Zoo. There is no match required. The WATER Center agrees to:

- To use the grant monies toward Senior Wednesdays programming, and
- To make available, on request by the Kansas Health Foundation, all financial and other records relating to Senior Wednesdays.

Goal Impact: Enhance Quality of Life by educating senior citizens on water pollution and conservation concepts to protect the City of Wichita's natural resources.

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

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

Agenda Item No. 31.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1307

TO: Mayor and City Council

SUBJECT: ICP Mass Spectrometer Purchase

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the Purchase for an inductively coupled plasma mass spectrometer.

Background: The drinking water laboratory in the Production & Pumping Division budgeted for the purchase of an inductively coupled plasma mass spectrometer (ICP Mass Spec) to test water samples for drinking water regulations. The present equipment, a SimaAA6000 Graphite Furnace Atomic Adsorption Spectrophotometer, was purchased in 2000 and will be six years old. The current instrument has had an increasing number of problems during the past year, which has forced raising the detection limits of some key elements, such as selenium and antimony.

Analysis: Requests for Proposals were sent to equipment manufacturers with two firms responding. The Staff Screening & Selection Committee met November 8, 2006, to discuss the qualifications. The committee met again November 16, 2006, and conducted telephone interviews with the two manufacturing firms. Perkin-Elmer was selected to provide the equipment.

Financial Considerations: The Production & Pumping Division has \$210,000 allocated in the 2006 operating budget for purchase of the equipment. The purchase from Perkin-Elmer will total \$196,246.

Goal Impact: This purchase will support the goal of Efficient Infrastructure by providing reliable and compliant water utility service.

Legal Considerations: There are no legal considerations.

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

Attachments: There are no attachments.

Agenda Item No. 32.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1308

TO: Mayor and City Council

SUBJECT: Reallocation of Budgeted Funds for Customer Information System Upgrade from Operating Budget to Capital Budget

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the reallocation of budgeted funds from the Operating Budget to the Capital Budget.

Background: As part of the 2006 adopted budget, the City Council approved the upgrade of the utility billing software. A total of \$748,480 was budgeted, with \$487,000 budgeted in 2006 and \$261,480 budgeted in 2007.

Analysis: Contract negotiations with the two vendors involved in the project (Indus and MAK Solutions) have taken longer than anticipated. Further, implementation has been extended somewhat because of the belief that the version of the software that is slated to be installed needs to mature and be more fully tested at other site locations.

Financial Considerations: To secure funding for the software, the monies currently budgeted in the Operating Budget need to be reallocated to the Capital Budget. To streamline payment of the purchase, the 2007 budgeted amount will be initiated in the Capital Budget, as well, with funds being transferred from contingency in order to cover the reallocation of the 2007 monies in 2006. This action does not increase overall project expenditures for CIP W-006, Upgrade of Utility Billing Software.

Goal Impact: This proposed action will promote achievement of Efficient Infrastructure by improving customer service for Utility customers.

Legal Considerations: Budget transfers over \$25,000 require City Council approval. The Law Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the reallocation

of funds; 2) approve the expenditure; 3) adopt the Resolution; and 4) authorize the necessary signatures.

Attachment: Resolution

OCA: 633789

(Published in the Wichita Eagle, on _____, 2006)

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 \$748,475, 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. 06-_____, duly adopted _____, 2006, 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 & 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, Upgrade of Utility Billing Software W-006 (called the "Project"). The total costs of the Project are estimated to be seven hundred forty-eight thousand four hundred eighty dollars (\$748,480). 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 \$748,480, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. 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 _____, 2006.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 06-

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 \$748,475 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" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (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. 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, Upgrade of Utility Billing Software (W-006) (the "Project"). The total costs of the Project are estimated to be seven hundred forty-eight thousand four hundred eighty dollars (\$748,480) in 2006 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 seven hundred forty-eight thousand four hundred eighty dollars (\$748,480) in 2006 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 _____, 2006.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

Agenda Item No. 33.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1309

TO: Mayor and City Council

SUBJECT: Water Distribution Mains for Future Development

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the expenditure for future water mains.

Background: This project is included in the ten-year Capital Improvement Program to serve future developments and newly annexed areas. It provides for the City's share of funding the installation of new water mains. These mains serve as the backbone of the system and establish the current service area of the water distribution system.

Analysis: The Water Master Plan indicates the need to extend the water distribution system where future growth and development is occurring. This is primarily due to growth outside of, or in addition to, the growth area of the City that was anticipated at the time the Water Master Plan was prepared. The projects are identified when a petition for water system extensions is received. The water utility pays for links and oversizing of the water system in developments. Additionally, funds are used to design and relocate water mains for future Public Works projects.

Financial Considerations: Unidentified Water Mains (CIP W-65) has a budget of \$2,000,000 in 2007. It will be funded from future revenue bonds and/or Water Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable water service to the Water Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2007; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 06-

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 \$2 MILLION 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" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (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. 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, construction of water mains for future development (W-65) (the "Project"). The total costs of the Project are estimated to be two million dollars (\$2,000,000) in 2007 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 two million dollars (\$2,000,000) in 2007 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 _____, 2006.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

OCA: 635683

(Published in the Wichita Eagle, on _____, 2006.)

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 \$2 MILLION, 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. 06-_____, duly adopted _____, 2006, 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 & 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, construction of water mains for future development (W-65) (called the "Project"). The total costs of the Project are estimated to be two million dollars (\$2,000,000) in 2007. 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 \$2 million in 2007, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. 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 _____, 2006.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

Agenda Item No. 34.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1310

TO: Mayor and City Council

SUBJECT: Reconstruction and/or Rehabilitation of Sanitary Sewers

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the expenditure for Reconstruction and/or Rehabilitation of Sanitary Sewers.

Background: The Sewer Maintenance Division of the Water & Sewer Department maintains the sanitary sewer system. Preventive maintenance includes the use of closed circuit cameras in evaluating the old sewer lines. The sewer lines that are in the poorest condition are scheduled for reconstruction or rehabilitation.

Analysis: The reconstruction and rehabilitation of sanitary sewers helps to eliminate stoppages, backups, failures, and reduces inflow and infiltration into the system. Maintenance costs are thereby reduced, as well as inconvenience to customers.

Financial Considerations: Capital Improvement Program, Reconstruction and/or Rehabilitation of Sanitary Sewers (CIP S-4) has a budget of \$4,500,000 for 2007 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable sewer service to the Sewer Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2007; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution

OCA 620467

(Published in the Wichita Eagle, on _____, 2006.)

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 \$4,500,000, 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. 06-_____, duly adopted _____, 2006, 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 & 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, reconstruction and relocation of old sanitary sewers (S-4) (called the "Project"). The total costs of the Project are estimated to be four million five hundred thousand dollars (\$4,500,000) in 2007. 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 \$4,500,000 in 2007, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. 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 _____, 2006.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

RESOLUTION NO. 06-

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 \$4,500,000 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" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (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. 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, reconstruction of old sanitary sewers (S-4) (the "Project"). The total costs of the Project are estimated to be four million five hundred thousand dollars (\$4,500,000) in 2007 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 four million five hundred thousand dollars (\$4,500,000) in 2007 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 _____, 2006.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

Agenda Item No. 35.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1311

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Mains for Future Development

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project expenditure for future sewer mains.

Background: This project is included in the ten-year Capital Improvement Program as sanitary sewer extensions to serve future developments, newly annexed areas and to provide for the City's share of costs to construct new sanitary sewer mains to serve existing areas without sewer service. These funds are used to plan, model, design, construct and/or relocate sanitary sewers for future growth.

Analysis: The Sewer Master Plan indicates future needs to expand the sanitary sewer service area. This project is in support of the City of Wichita Sewer Master Plan.

Financial Considerations: Capital Improvement Program (CIP S-5), Mains for future Development, has a budget of \$2,500,000 for 2007 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable sewer service to the Sewer Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2007; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 06-

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 \$2.5 MILLION 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" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (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. 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, construction of sewer mains for future development (S-5) (the "Project"). The total costs of the Project are estimated to be 2.5 million dollars (\$2,500,000) in 2007 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 two million five hundred thousand dollars (\$2,500,000) in 2007 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 _____, 2006.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

OCA 622103

(Published in the Wichita Eagle, on _____, 2006.)

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 \$2.5 MILLION, 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. 06-_____, duly adopted _____, 2006, 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 & 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, construction of sanitary sewer mains for future development (S-5) (called the "Project"). The total costs of the Project are estimated to be two million five hundred thousand dollars (\$2,500,000) in 2007. 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 \$2.5 million in 2007, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. 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 that 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 _____, 2006.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

Agenda Item No. 36.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1312

TO: Mayor and City Council
SUBJECT: Planeview Water System Improvements (District III)
INITIATED BY: Water & Sewer Department
AGENDA: Consent

Recommendation: Authorize the water system improvements in Planeview.

Background: The 2007 adopted Water Utility Capital Improvement Program provides for improvements to the water system in Planeview. Water mains were recently replaced and relocated in various portions of Planeview because the old mains were leak prone. The water mains were relocated from the backyards into street rights-of-way where maintenance of the mains will be more convenient and less expensive.

Analysis: Authorized improvements include the installation of new consumer lines by a licensed plumber. All new consumer lines are to be metered, as previously some individual accounts were not. Metering the old flat-rate accounts will reduce unaccounted for water and is a conservation measure recommended by the State of Kansas. The Wichita Water Conservation Program includes the state's conservation recommendation.

Financial Considerations: Capital Improvement Program, Planeview Consumer Line Improvements (CIP W-70) has a budget of \$100,000 for 2007 and will be funded from future revenue bonds and/or Water Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable water service to the Water Utility customers in the Planeview area.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2007; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 06-

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 \$100,000 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" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (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. 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, Planeview Consumer Line Improvements (W-70) (the "Project"). The total costs of the Project are estimated to be one hundred thousand dollars (\$100,000) in 2007 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 one hundred thousand dollars (\$100,000) in 2007 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 _____, 2006.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

OCA: 633790

(Published in the Wichita Eagle, on _____, 2006.)

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 \$100,000, 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. 06-_____, duly adopted _____, 2006, 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 & 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, Planeview Consumer Line Improvements (W-70) (called the "Project"). The total costs of the Project are estimated to be one hundred thousand dollars (\$100,000). 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 \$100,000, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. 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 _____, 2006.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Agenda Item No. 37.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1313

TO: Mayor and Members of the City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale two series of general obligation temporary notes in an amount not to exceed \$62,093,000 (Series 218 and 219) and two series of general obligation bonds (Series 788 and 788A) totaling \$19,915,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:30 a.m. on January 9, 2007, at which time bids will be opened and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The City's Winter 2007 general obligation bond and note sale includes the following issues:

Temporary Notes

The proceeds from the sale of the Series 218 Renewal and Improvement Temporary Notes will be used to provide interim financing for City-at-large, improvement district projects and public improvements located within the East Bank Tax Increment Financing District. The Series 219 Taxable Renewal Temporary Notes will also be used to provide interim financing for improvements located within the East Bank Tax Increment Financing District.

Special Assessment Bonds

The proceeds from the sale of the Series 788 and 788A Bonds will be used to permanently finance neighborhood improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on Series 788 and Series 788A Bonds. The General Obligation Bonds, Series 788 will be issued in the par amount of \$14,930,000 and the General Obligation Bonds, Series 788A will be issued in the par amount of \$4,985,000.

Financial Considerations: The City of Wichita awards the sale of bonds and notes to the bidder with the lowest true interest cost, or “TIC”. Using TIC to calculate the bids accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 218 and 219 Temporary Notes will mature on August 9, 2007 and will be retired using the proceeds of both permanent financing bonds, renewal notes and cash.

The Series 788 Special Assessment Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The Series 788 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 788 Special Assessment Bonds will be callable in 2014 with a 1% call premium.

The Series 788A Special Assessment Bonds will mature serially over 20 years with principal maturities structured to produce level annual payments of principal and interest. The Series 788A Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 788A Special Assessment Bonds will be callable in 2017 with a 1% call premium.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City’s debt obligations through competitive sale. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds or pay-as-you-go financing. The special assessment bonds are being issued on a reimbursement basis to finance project costs previously incurred.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the series of bonds and notes and directing the publication and distribution of the Notices of Bond and Note Sale (prepared by the City’s Bond Counsel as required by law).

Recommendation/Action: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form “deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; and, 4) authorizing publication of the Notice of Sale.

Agenda Item No. 39.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1315

TO: Mayor and City Council
SUBJECT: Budget Increase – Transit Operating Budget
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve budget increase of \$40,000 for legal settlements from the Transit Fund.

Background: As a result of a mediated settlement of litigation approved by Council on November 7, 2006, it is necessary to transfer additional funds to provide for payment of that settlement that will need to be made before year-end 2006. That agenda report inadvertently omitted language to increase Transit Operating Budget expenditures by \$40,000 to pay the settlement.

Analysis: Existing fund balances will allow a transfer of \$40,000 to fund legal this settlement.

Financial Considerations: Funds for the transfer are available in the Transit Fund.

Legal Considerations: The transfers are necessary to pay a mediation award and to pay costs of that mediation as previously approved by Council. Because the Transit Fund is not certified, the operating budget can be increased by City Council action without re-certifying the budget with the State of Kansas.

Goal Impact: Payment of this sum addresses the City's obligation to provide efficient infrastructure by resolving a dispute over operating procedures for the transit system.

Recommendations/Actions: Approve an increase of \$40,000 in the 2006 Revised Transit Fund expenditure budget.

Agenda Item No.40.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1316

TO: Mayor and City Council Members

SUBJECT: Budget Adjustments (2006 Year-end)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve necessary year-end budget adjustments and fund transfers.

Background: The City of Wichita's fiscal year operates on a calendar year basis. At year-end, various budget adjustments are typically necessary to allow the City to accomplish fiscal year-end closing, including paying vendors in a timely manner. Typically, these issues can be addressed by shifting funding between budgeted line items, and not increasing overall fund expenditures. Any adjustment over \$25,000 requires authorization by the City Council.

Analysis: The predominant need for year end budget adjustments is due to the payroll. The final payroll of the 2006 spans two fiscal years. To properly account for vacation and payroll, accrual adjustments are made, as necessary, to place salary and benefit expenditures in the correct fiscal year prior to closing out the current year. Payroll amounts may exceed budgeted cost center amounts typically if positions are reassigned among cost centers, or if the employee usage of fringe benefits differs from budgeted, presumed usage. To facilitate year-end closeout and address any accrual adjustments or other personal services expenditures that might cause year-end budget failures, authority to transfer between operating accounts up to \$400,000 is requested. Adjustments will not alter or increase total expenditure authority for any fund.

The City has actively utilized temporary part time employees and contractual vendors in 2006. Typically, these contractual employees are utilized to continue providing service during periods of full time employee turnover, or to provide short term labor resources for assignments which are not inherently suited for full time employment. Since labor costs are ordinarily budgeted in the personal services line item, any unforeseen use of temporary employees or contractors can cause budget failures. Since the usage of temporary staff or contractors is nearly always less expensive than full time employees the practice of using temporary staff generally reduces overall City expenditures. Two examples of part time usage include Police Records – using temps for typing and clerical duties during periods of permanent employee turnover - \$50,000,

and Public Works Building Services – using a custodian contractor in lieu of full time staffing - \$75,000. To facilitate year-end closeout and address any usage of temporary staffing and contractors in lieu of full time employees, that might cause year-end budget failures, authority to transfer up to \$250,000 between General Fund operating accounts is requested.

High fuel and utility prices continue to impact line item budgets. The 2006 budget did incorporate an increased price assumption for gasoline and diesel fuel. However, fuel prices have remained higher than anticipated (particularly in the first half of 2006). Fuel prices impact primarily non-fleet rental vehicles, such as Fire apparatus, golf maintenance equipment, the police helicopter and transit vehicles. In many cases, increased natural gas consumption due to cold weather is offset by reductions in other utility line items. However, in several budgets, prolonged cold weather in December will cause natural gas and utility expenditures to exceed budgeted amounts. To facilitate year-end closeout and address any issues arising from higher than budgeted expenditures for fuel and utilities that might cause year-end budget failures, authority to transfer up to \$155,000 between General Fund operating accounts, \$148,000 in the Water Fund, \$78,000 in the Sewer Fund, and \$20,000 in the State Office Building Fund is requested.

City support for the Wichita Art Museum is expensed in a Special Revenue Fund, to segregate the City subsidy for the museum and to allow unexpended balances to re-appropriate for future years. Expenditures from the fund are budgeted annually first to cover projected personal services costs, with remaining funds budgeted for utilities. The Wichita Art Museum has experienced employee turnover in 2006, resulting in salary savings. The Wichita Art Museum is requesting up to \$240,000 in salary savings be reprogrammed to fund additional utility costs. Because the Museum operates within its own Special Revenue Fund, any unexpended portion of their 2006 appropriation will roll to cash balance in the Art Museum Fund and would be re-appropriated in future years. Executing a budget adjustment now makes the funding available to the Museum this year.

Financial Considerations: To the extent possible, budget adjustments will be made from within line items in the impacted departments. General Fund departments that have insufficient expenditures elsewhere will use appropriated reserves. Appropriated reserves have been maintained (within legal levels and according to sound financial management). Funds are available to meet the accrual needs without adverse consequence to resources needed for future programs/operations.

Goal Impact: These budget adjustments impact the Internal Perspective by preserving the financial viability of City operations.

Legal Considerations: Budget adjustments in excess of \$25,000 require City Council approval. Adjustments will be within certified expenditure limits for each fund.

Recommendations/Actions: It is recommended that the City Council approve the necessary year-end budget adjustments to facilitate fiscal year-end closing.

Agenda Item No.41.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1317

TO: Mayor and City Council

SUBJECT: Fare Adjustments (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendations: Approve fare adjustments for transit services.

Background: Wichita Transit provides over 2 million fixed-route and 330,000 curb-to-curb paratransit rides annually. Since the fall of 1996 (over ten years), the fare rates have remained static. Currently, a fare of \$1.00 is charged for riders on the fixed-route bus service; in addition, riders must pay 25¢ for transfers if moving to another bus. Since Wichita Transit operates a radial pulse system with a centralized transit center, transfers are common. Hence, the effective fare for most fixed-route riders (with a transfer) is currently \$1.25. Wichita Transit also provides over 330,000 curb-to-curb paratransit rides annually, as required by federal law. By federal law, the maximum fare for these rides is twice the fixed-route rate. Currently, the fare is \$2.00 per ride.

Wichita Transit proposes to increase its base bus fare from \$1.00 to \$1.25 and to increase its base van fare from \$2.00 to \$2.50 per ride. In addition, Wichita Transit proposes to eliminate charges for transfers. The loss of transfer revenue (25¢ per transfer) based on transfer use will reduce the anticipated additional revenue gained from the 25¢ fare increase by 65 percent. In other words, the fixed-route (bus) fare increase will only affect the 35 percent of current bus riders who do not transfer.

Analysis: Transit operations are financed mostly from City subsidies from the General Fund (\$3.5 million), federal and state operating grants (approximately \$3 million), and farebox income (approximately \$1.5 million). These funding sources have provided a relatively stable funding platform for Transit operations. However, in the past few years, dramatic increases in fuel prices have occurred (more than doubling from approximately \$425,000 in 2004 to \$975,000 projected for 2006). In addition, the increasing cost and demand for specialized (ADA) accessible transportation (purchased ADA ride costs increased from \$550,000 in 2004 to a projected \$1.1

million in 2006) have put pressure on the Transit Fund.

Transit fares in Wichita are low in comparison to other cities in our region. The fares in Tulsa, Omaha, Oklahoma City, Little Rock, Des Moines, and Kansas City are all set at \$1.25 for an adult ride, \$2.50 for ADA van rides, and are generally \$1.00 for youth and \$.60 for senior/special citizen. The proposed increase for Wichita Transit will put Wichita on par with these peer cities.

Financial Considerations: The bus fare increases are projected to generate approximately \$70,000 per year based on the above-mentioned percentages. The \$2.50 paratransit ride is twice the base fare as allowed by the Federal Transit Administration and the ADA. The increase will generate an additional \$165,000 per year. The 2007 adopted budget included this fare increase, as well as a restructuring of an underutilized route, in the Transit budget. Without these adjustments, the Transit Fund would be projected to dwindle significantly, which would necessitate more severe service reductions if done later.

Goal Impact: To ensure efficient infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: Proposals to increase public transit fares require providing an opportunity for the public to comment on the proposed changes. A public hearing was held on November 16, 2006, at City Hall and only 24 citizens attended, with only 4 complaining about the fare adjustment. All District Advisory Boards have been briefed, and they support the recommended fare adjustments.

Recommendations/Actions: Approve the proposed fare adjustments for transit services, effective January 2, 2007.

Agenda Item No.42.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1318

TO: Mayor and City Council

SUBJECT: Route Changes (Districts IV and VI)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendations: Approve Meridian route changes.

Background: Wichita Transit last reduced route service in 1996, when approximately 30 percent of service was cut due to federal operating subsidy cutbacks. Since then, federal operating funding has stabilized, KDOT assistance increased from about \$50,000 to over \$1 million, and some service cut in 1996 was added back in 2000.

Recently, the City of Wichita's transit fund has been experiencing a dwindling fund balance due to increases in fuel cost, insurance, ADA paratransit contracting of service, and labor. Without corrective actions (fare increase and Meridian route changes), the transit fund would be projected to dwindle significantly, which would necessitate more severe service reductions if done at a later time.

Analysis: Wichita Transit offers 18 fixed routes to the public throughout the city. The Meridian and West Street area are now covered by two routes, traveling in opposite directions. The North Meridian Route is Wichita Transit's least productive route, ranking last in ridership. By cutting the North Meridian Route, and making adjustments to the South Meridian route, practically all the service area by the North Meridian can still be covered.

Financial Considerations: By cutting the North Meridian route, a total operating cost (operators and fuel) of \$160,000 will be saved.

While there is no proven formula for ridership tendencies, Wichita Transit estimates most North Meridian riders will utilize the South Meridian, with about one-third of trips lost, or less than \$5,000 in farebox revenues.

Goal Impact: To ensure efficient infrastructure by maintaining and optimizing public facilities

and assets.

Legal Consideration: Proposals for the Meridian route changes require providing an opportunity for the public to comment on the proposed changes. A public hearing was held on November 21, 2006, at City Hall and only six citizens showed up, with only one citizen complaining about the actual changes. All District Advisory Boards have been briefed, and they support the recommended route changes.

Recommendations/Actions: Approve the proposed Meridian route changes, effective January 2, 2007.

Agenda Item No. 44.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1319

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (McCormick-Armstrong Co., Inc.)
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a one-year extension.

Background: On July 27, 1999, City Council approved issuance of Industrial Revenue Bonds in the amount of \$2.3 million to McCormick-Armstrong Co., Inc. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to finance the purchase, rehabilitation, and installation of manufacturing equipment located at their existing facility. On December 31, 2004, the initial five-year period for tax exemption expired.

On June 14, 2005, City Council approved of a one-year extension of the property tax exemption and directed Staff to return to Council at the end of the year for consideration of an additional extension. On December 20, 2005, City Council approved of an additional extension due to McCormick-Armstrong creating 17 new employees, but wanted to further review the company on a year-to-year basis. McCormick-Armstrong request the City Council approve the remaining three-years of the tax exemption on bond-financed property.

Analysis: McCormick-Armstrong is among the largest and oldest commercial print product manufacturers in Kansas. McCormick-Armstrong utilizes state-of-the-art printing technology for the production of advertising, catalogs, short-run publications, calendars, etc. The company used industrial revenue bonds to acquire a new state-of-the-art printing press and associated production equipment used in the process of manufacturing printed products. The new equipment upgrade allowed for the Company's prepress department to implement "direct-to-plate" technologies, which included new proofing and plate setting equipment.

As a condition of the bond issue and tax exemption, McCormick-Armstrong committed to: purchase, and install certain manufacturing equipment, with a total investment of \$2,300,000, and create 50 new jobs within five years of the bond issue.

A measure of McCormick-Armstrong's initial five-year project commitments and outcomes are as follows:

1999 Commitment	December 31, 2006 Status
· Purchase Manufacturing Equipment:	Purchased equipment worth over \$2,300,000
· Create 50 new jobs in five years:	Created 13 new job since December 2005

The economy has begun to rebound and the company has started to increase its capacity and is now hiring again. Since December 2005, McCormick Armstrong has added 13 new jobs, bring their total job creation to a total of 30 and remains committed to add as fast as their business allows.

Financial Considerations: In 2000, the appraised value of the exempted property was approximately \$1,971,000. That property's current appraised value is approximately \$856,661 on real property and \$. Based on the 2005 mill levy, the 2006 taxes on the exempted property will be approximately \$52,000. McCormick-Armstrong is current in payments of administrative service fees.

McCormick-Armstrong is current in payments of administrative service fees. New benefit-to-cost ratios are as follow:

City of Wichita	1.05 to one
Sedgwick County	1.01 to one
USD 259	1.00 to one
State of Kansas	1.48 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on McCormick-Armstrong's IRB-financed personal property for a one-year period and review the further extensions in December 2007.

Agenda Item No. 45.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1320

TO: Mayor and City Council

SUBJECT: Authorize a Second Five-Year Tax Exemption (Decorator & Craft Corporation) (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a one-year extension.

Background: On December 19, 2001, City Council approved an Economic Development Tax Exemption for Decorator & Craft Corporation (Decorator & Craft). Under the previous City's Business Incentive Policy, Decorator & Craft qualified for a 68.5 percent tax exemption for real and personal property, and 35 percent on the real property only, for a second five-year period. On December 31, 2006, the initial five-year period for tax exemption will expire. Decorator & Craft requests City Council extend the tax exemption to include the second five-years tax exemption on real property only.

Analysis: As a result of the tax exemption, Decorator & Craft committed to undertake an expansion consisting of construction of a 10,800 s.f. additional warehouse facility, at an investment of \$350,000, and acquisition of new manufacturing equipment, and creation of 5 new jobs within five years. A measure of initial project commitments and outcomes are as follows:

2001 Commitment	December 31, 2006
· Construction of building addition 2001	Completed 10,800 s.f. facility by December,
· Purchase Manufacturing Equipment	Purchased equipment worth over 10,000
· Create 5 new jobs in five years	Created 1 new jobs

Staff conducted a site-monitoring visit on May 25, 2006. Decorator & Craft has fallen short of its projection. The company reports that the terrorist attacks of 9-11-2001 and the ensuing economic downturn has prevented the company from adding employees. As the economy has started to rebound, the company does anticipate a significant increase in employment levels over the next few years.

A new cost-benefit analysis was performed and the benefit-to-cost ratios are as follow:

City of Wichita 1.32 to one
Sedgwick County 1.13 to one
USD 259 1.09 to one
State of Kansas 1.72 to one

Financial Considerations: Under the City's old Business Incentive Policy, the Company qualifies for a 35% ad valorem tax exemption for an additional five-years on real property only.

Legal Considerations: The second five-year tax exemption on the real property in conjunction with the original expansion project is at the discretion of the City Council.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on Decorator & Craft Corporation's real property only for a one-year period and review the further extensions in December 2007.

Agenda Item No. 46.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1321

TO: Mayor and City Council

SUBJECT: Resolution Considering the Adoption of a Redevelopment Plan (Tax Increment Financing), Douglas and Hillside Redevelopment District (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Adopt the Resolution.

Background: On August 15, 2006, the City Council adopted an ordinance establishing a redevelopment district in the area of Douglas and Hillside for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of developing a mixed-use residential project in that area. The next step in establishing the legal authority to use tax increment financing is the adoption by the City Council of a redevelopment project plan, which provides more detailed information on the proposed project and how tax increment financing would be used, and demonstrates how the projected increase in property tax revenue will amortize the costs financed with tax increment financing.

Similar to the process for establishing the TIF district, adoption of the TIF project plan also requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The action needed to set the public hearing is by adoption of a resolution.

Analysis: The developer has presented the details of a redevelopment project in the Douglas and Hillside area, which is referred to as the College Hill Urban Village Project. A Project Plan has been prepared in consultation with the Wichita-Sedgwick County Metropolitan Planning Commission, which has made a finding that the project is consistent with the Comprehensive Plan for development of the area. The date of February 6, 2007 at the regular City Council meeting is proposed for the public hearing on the College Hill Urban Village Project Plan.

If adopted by the City Council, the attached resolution calling for the public hearing will be sent to the owners and occupants of all property located within the Douglas and Hillside Redevelopment District, by certified mail. The resolution includes a map that shows the

boundaries of the redevelopment district. The resolution will also be published in the Wichita Eagle and copies will be provided to the Board of County Commissioners and Board of Education.

After closing the public hearing, the City Council may adopt the Project Plan by ordinance, by two-thirds majority vote. Once adopted, the City will be authorized to use tax increment financing to finance eligible project costs. However, any expenditure of public funds on any project costs will be governed by the terms of a development agreement to be approved by the City Council, and all other necessary proceedings governing the expenditure of public funds.

Financial Considerations: All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund and will be ultimately reimbursed from the proceeds of tax increment financing.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted and declining areas are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a city that takes care of its older sections.

Legal Considerations: The attached Resolution has been reviewed by the Department of Law and approved as to form.

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

Attachment(s):Resolution Considering the Adoption of a Redevelopment Plan (Tax Increment Financing), Douglas and Hillside Redevelopment District

Resolution No. _____

A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING THE ADOPTION OF A REDEVELOPMENT PROJECT PLAN FOR THE DOUGLAS AND HILLSIDE REDEVELOPMENT DISTRICT.

WHEREAS, by Ordinance No. 47-098 adopted August 15, 2006, and published August 17, 2006, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et seq., as amended, known as the Douglas and Hillside Redevelopment District; and

WHEREAS, the City, by Resolution No. 06-342 passed June 6, 2006, adopted a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, the City of Wichita proposes to undertake a Redevelopment Project within the Douglas and Hillside Redevelopment District, known as the College Hill Urban Village Project, consisting of a high-rise residential tower, several brownstone-typ row houses, retail space, flats and loft apartments, and related public improvements as set out in the Redevelopment Project Plan; and

WHEREAS, the City has prepared a Redevelopment Project Plan for said Project in accordance with K.S.A. 12-1772 and is considering the adopting of the Plan; and

WHEREAS, a relocation assistance plan under K.S.A. 12-1777 is included in the Redevelopment Project Plan; and

WHEREAS, the Wichita Sedgwick County Metropolitan Area Planning Commission has reviewed the proposed Redevelopment Project Plan and determined that the Redevelopment Project Plan is consistent with the comprehensive general plan for the development of the City;

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

1. The City of Wichita is considering the adoption of a Redevelopment Project Plan for the Douglas and Hillside Redevelopment District.
2. The City of Wichita will hold a public hearing to consider the adoption of the Redevelopment Project Plan on the 6th day of February, 2007, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.
3. The Redevelopment Project will be located within the Douglas and Hillside Redevelopment District, the boundaries of which are set forth in Exhibit "A" attached hereto. The boundaries of the area proposed to be included in the Redevelopment Project area are also set forth in Exhibit "A" attached hereto.
4. The Douglas and Hillside Redevelopment Project Plan and a map of the area to be redeveloped are available for inspection during the regular office hours in the office of the City Clerk, City Hall, 12th Floor, 455 N. Main, Wichita, Kansas. The Redevelopment Project Plan includes the feasibility study, comprehensive plan, maps and boundary descriptions, descriptions of the public improvement projects, and other information pertinent to the project.
5. The governing body will consider making findings and taking action necessary for the adoption of the Redevelopment Project Plan at the public hearing set to be heard herein.
6. It is determined and notice is hereby given that the City may issue full faith and credit tax increment bonds pursuant to K.S.A. 12-1774, as amended, to finance the Redevelopment Project, in whole or in part.

7. A copy of this Resolution shall be delivered to the Sedgwick County Board of County Commissioners and to the Board of Education of Unified School District No. 259. Copies of this Resolution shall also be mailed by certified mail to each owner and occupant of land within the proposed redevelopment project area not more than ten (10) days following the date of adoption of this Resolution.

8. This Resolution shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing. Such publication shall include Exhibit "A" which is a sketch clearly delineating the area in sufficient detail to advise the reader of the particular land proposed to be included within the project area.

ADOPTED this ____ day of _____, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

Agenda Item No. 47.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1322

TO: Mayor and City Council

SUBJECT: Economic Development Incentive for Burnham Composite Structures, Inc.
(Districts IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Approve the incentive package.

Background: For the last five years, Burnham Composites, Inc. has manufactured composite structures and assemblies. Their customer base includes Boeing's Commercial, Military and Helicopter Divisions; Cessna; Raytheon; Bombardier; as well as Northrop Grumman, Rockwell Collins, and Bell Helicopter. The company has very recently restructured into Burnham Composites Structures, Inc., and is one of the leading companies in the development of the aerospace composites industry.

Rapid growth experienced by Burnham Composites Structures, Inc. has led to the need for a new manufacturing plant and corporate headquarters. A number of sites were considered both within and outside the Wichita area. The Greater Wichita Economic Development Coalition (GWEDC) coordinated an incentive proposal that included \$62,000 forgivable loans from each of Wichita and Sedgwick County, and a structured property tax abatement if the facilities were located within the City of Wichita. The offer exceeds the required 1.3 ROI and the wages are above average for the NAICS Code.

After a lengthy search and evaluation, the company has accepted the proposal and will be establishing new facilities within the City of Wichita. GWEDC is also assisting the company in utilizing programs offered by the State of Kansas that will be helpful in offsetting the costs of business expansion.

Analysis: Burnham Composite Structures, Inc. will establish its new corporate headquarters and manufacturing facility on a 10-acre site located in the Ecco Industrial Park on South Hoover Road south of 31st Street South, immediately south of the Case New Holland plant.

Burnham commits to maintaining the current 29 jobs and to adding 60 jobs over the next five

years at an average wage of \$32,665. The company also plans a capital investment of \$5.55 million. The terms and conditions of the Forgivable Loan Agreement include expectations of growth in the number of jobs and total wages per year until December 1, 2011; the Agreement also includes remedies if benchmarks are not reached.

The City's incentive package includes a forgivable loan in the amount of \$62,000 and a 100% property tax exemption on real property improvements for a 5+5 year term. Implementation of both incentive elements will require additional approvals by the City Council. The property tax exemption will be provided under the City's Economic Development Exemption Program (EDX), which requires adoption of an ordinance at the time the improvements are completed. The forgivable loan requires the execution of a loan agreement, which must be authorized by means of a home-rule ordinance.

Financial Considerations: The forgivable loan to Burnham Composite Structures, Inc. will be paid by funds budgeted in the City's Economic Development Fund, that are appropriated for cash incentives. Approval of the incentive package at this time will allow the City to utilize funds remaining in the 2006 budget for incentives.

As part of its due diligence, GWEDC commissioned an analysis of the fiscal impact the Burnham expansion would have on the City of Wichita, which shows a ratio of benefits to costs of 1.84 to one.

Goal Impact: Economic Vitality. This economic development incentive will strengthen the area's aerospace industry, stimulate the economy through the creation of new jobs and diversify the economy by nurturing a composite materials cluster.

Legal Considerations: Documents required for the approval of the forgivable loan agreement and property tax exemption will be reviewed and approved by the City's Law Department and brought back for City Council approval.

Recommendation/Action: It is recommended that the City Council approve the economic development incentive package for Burnham Composite Structures, Inc., including a \$62,000 forgivable loan and property tax exemption on real property improvements.

Attachment(s): None.

Agenda Item No. 48.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1323

TO: Mayor and City Council

SUBJECT: Historic Wichita-Sedgwick County, Inc. (Cowtown) Memorandum of Understanding (District VI)

INITIATED BY: Division of Arts and Cultural Services

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding between Historic-Sedgwick Co., Inc. (Old Cowtown Museum) and City of Wichita. Approve City funding for Cowtown in the amount of \$291,850.

Background: City staff conducted an assessment of the Historic-Sedgwick Co., Inc. (Cowtown) to identify deficiencies and develop a stabilization plan. Following a month of detailed assessments, City and County representatives concluded that Cowtown faces three major challenges: 1) Present and Projected budget deficit, 2) Safety violations pertaining to the museum's historical structures and facility deficiencies, 3) Organizational and capacity deficiencies on the Board of Trustees. City staff developed and presented a museum proposal that outlined City assessments, conclusions and recommendations to the Cowtown Board of Trustees' general meeting on August 28th. The Board of Trustees countered by developing their own proposal that they presented at the following month's general board meeting. Ultimately, the two sides have agreed on a Memorandum of Understanding that addresses the City/County concerns listed above, while also outlining funding allocations from both the City and County.

Analysis: The Memorandum of Understanding (MOU) addresses the concerns identified by the staff assessment and clearly defines the roles the City, County and Museum Board of Trustees will play in managing and overseeing the museum. City staff will act as a consultant to the Board of Trustees. Staff will work in conjunction with Cowtown's interim Executive Director in an advisory capacity in preparing budgets and developing operational plans, with a goal towards bringing financial stability to Cowtown. Cowtown's Board of Trustees will trim its staff as indicated by budgetary and operational requirements, and will operate the facility on a limited basis until fire and safety violations are rectified. The restructured Board of Trustees will implement and adopt a five-year strategic plan. The City will hire a structural engineer and historical architect to act as consultants and inspect the facilities. Upon completion of the

inspection process, the consultants will deliver a report on the condition of each building within the museum, which will be used to develop work plans for the upkeep and historical preservation of various buildings. Work plans and maintenance work that needs to be implemented will be the financial responsibility of Cowtown, as will all other administrative expenses incurred while the strategic plan is being developed.

Financial Considerations: The MOU states that the City will provide funding for Cowtown for 2007 in an amount up to \$291,850. Funds will be distributed to the museum on a quarterly basis, as per historical standards set with past funding contracts. The MOU states that all City funding must be restricted to use for the maintenance and restoration of grounds and facility. The City shall approve the maintenance plan, its implementation, and provide oversight for expenditures incurred and payments made for such implementation.

Goal Impact: Quality of Life.

Legal Considerations: Law Department has prepared and approved the Memorandum of Understanding.

Recommendations/Actions: Approve the Memorandum of Understanding between Historic-Sedgwick Co., Inc. (Old Cowtown Museum) and City of Wichita. Approve City funding for Cowtown in the amount of \$291,850.

Agenda Item No. 49.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1324

TO: Mayor and City Council

SUBJECT: Agreement for Contract Management and Operations of Fleet Maintenance (All Districts).

INITIATED BY: Public Works Department

AGENDA: New Business

Recommendation: Approve the agreement and direct staff to proceed with the contract management and operations of fleet maintenance activities.

Background: In January of 2006, the City issued a Request for Proposals for private operation of the Fleet Maintenance Division. Four responsive proposals were received including one from a current employee group. On July 18, 2006, the City Council had a workshop presentation on the Staff Screening and Selection Committee's recommendation for a vendor for fleet maintenance services, First Vehicle Services, Inc. The employee proposal was not selected for several reasons: it was not as comprehensive as the others; the private companies have a nationwide structure in place for training, quality assurance, purchasing, and the like, and are more likely to be successful in implementing customer service initiatives. Negotiations with First Vehicle Services, Inc. were unsuccessful and on November 14, 2006, staff commenced negotiations with the second ranked proposer, CH2M HILL OMI/ Kelley Fleet Services. An agreement has been negotiated with CH2M HILL OMI/Kelley Fleet Services to provide fleet maintenance services for the City.

Analysis: Attached staff is providing: 1) a signed agreement with CH2M HILL OMI, Inc., 2) an analysis of the pay and benefits that the SEIU union represented employees receive from the City today and what they would receive under the agreement with CH2M HILL OMI; and 3) a summary of the budget adjustments that would be required to implement the contract if approved by Council.

Under the contract, CH2M HILL OMI will provide all labor, supervision, and parts necessary to

provide normal maintenance for 2,388 units in the City's combined vehicle fleet as well as for small equipment.

Under the proposed contract, all current fleet management employees, except for the Fleet Services Manager, would become CH2M HILL OMI employees. They would receive the same pay and a benefit package that is comparable or better than their current package, with the exception of the retirement program. The City's retirement program cannot be extended to employees of a private company. All Fleet employees in Plan 3 (defined contribution) with less than seven years of City service will be entitled to their vested Plan 3 account balance. All Plan 1 and Plan 2 (both defined benefit) fleet employees that elect to leave their contributions in the retirement system will be entitled to a monthly benefit, based on their City service, that can be drawn upon the employee reaching age eligibility. The monthly benefit will receive compounded annual indexing during the deferral period, which is from the employee's termination date until the employee becomes age eligible and elects to draw their benefit. For example, a current City employee with 20 years of service in Plan 2 has an earned benefit of 45% (2.25% per year x 20 years) of the employee's final average salary, based upon their highest consecutive 36 months of salary. During the deferral period, this benefit will increase between 0 and 5.5% annually, based upon increases in the national average earnings as reported by the Social Security Administration. At age 62, this example employee would be able to draw this benefit. Under the CH2M HILL OMI benefit package, this employee would also be eligible to participate in a 401(k) defined contribution retirement program. Under this program, an employee may elect to contribute a percentage of their salary to the plan, based upon IRS limits. CH2M HILL OMI will match all employee contributions up to five percent. CH2M HILL OMI has also waived their normal vesting requirements and these employees will automatically be 100% vested in all CH2M HILL OMI employer contributions.

There are six employees for whom the change in employment would present a most significant hardship. Within the next fifteen months these employees would reach a significant qualifying retirement milestone. Three would be eligible to retire with a full pension under Plan 1, one would reach age 62 (normal retirement age under Plan 2) and two would reach seven years of service and be eligible to convert from Plan 3 to Plan 2. It is proposed, and the agreement with CH2M HILL OMI reflects, that these employees would remain City employees until they reach their milestone date. During this time, they would work under the direction of CH2M HILL OMI and the Contractor's invoices to the City would represent a credit for their services up to the cost that the Contractor would have incurred had they been working for the Contractor. At the point of their individual milestone dates, these employees would be allowed to become CH2M HILL OMI employees under the same terms and conditions as those that transitioned at the start of the CH2M HILL OMI contract.

If Council approves the CH2M HILL OMI contract, Mr Brian Richey would be appointed as Fleet Maintenance Services Manager and will remain a City employee at least until he is eligible for full Plan 1 retirement (estimated as March of 2008). He is well qualified to manage the project for the City as he has over twenty-seven years of experience in fleet management. Since 1992, he has worked on the maintenance of Fire Department equipment and has prior service in all of the shop areas operated today.

Financial Considerations: The adopted 2007 Fleet Maintenance Division Budget totals \$14,757,790. Of this total, \$9,582,010 represents the budgeted amount that would still be incurred by the City beyond the service provided by the contract with CH2M HILL OMI. These expenses include the purchase of items such as fuel, replacement vehicles, IT charges, CMF rental, and City administrative charges.

Based on the proposed contract with CH2M HILL OMI, the cost for their work would be \$4,675,000 for 2007 and the same amount for 2008.

In addition to the ongoing budget considerations above, there are three types of one-time expenses that must be considered. One-time expenses are:

1. Transition cost of CH2M HILL OMI in establishing their operations for the City. Transition costs are those onetime costs that represent the start up team that will deploy the new and improved fleet maintenance practices and processes. For CH2M HILL OMI the transition cost is \$424,780.
2. Capital improvements to the Central Maintenance Facility. These improvements provide for reconfiguration of the shop spaces and the creation of an employee break room. The estimated cost of the building capital improvements is \$225,000.
3. Diagnostic equipment and shop tools. There is a need for these items to properly equip the shops. These items would be owned by the City and are estimated to cost \$76,000.

It is proposed to pay for the one-time costs, other than the improvements to the Central Maintenance Facility, (a one-time total of up to \$500,781) from the budgeted Fleet funds for 2007. The capital facilities improvements, of up to \$225,000, would be paid for from an existing budgeted Central Maintenance Facility Expansion project which is included in the Adopted 2005-2014 Capital Improvement Program. The requested facility improvements are included in the design concept for the CMF capital project, but will be constructed sooner than previously anticipated.

This budget is predicated on not exceeding the adopted expenditure budget for the Fleet Maintenance Division. The proposals received and the financial analysis that were a key part of the negotiations with two proposers, along with the City's 2001 Maximus fleet study, have demonstrated that the City's fleet maintenance operation is under funded by \$1,000,000 to \$2,000,000 annually, not including overdue vehicle and equipment replacement. Vehicle and equipment replacement is under funded as reflected in the fact that some 60% of the current fleet units exceed industry standard best practices for replacement that are based on minimizing the total life cycle cost of ownership and operation.

The existing budget has necessitated a structure for the cost proposal of CH2M HILL OMI/Kelly Fleet Services that is predicated on two types of costs. Project Base Costs represent personnel costs, project general costs (those that can not be associated with a particular piece of equipment), and corporate support costs and management fees. These costs are budgeted at

\$3,968,000. Project Variable Costs represent fleet parts and supplies, outside services, emergency road services, collision and abnormal use repairs. These costs are budgeted at \$796,850 for year one and \$706,000 for year two.

The Project Variable Costs budgets of \$796,850 for year one and \$706,000 for year two are significantly less than the \$1,391,401 the City has averaged for these costs over the last eight years. The anticipation is that through a combination of cost savings on parts procurement, careful management of the technicians' work and data-driven decisions on repair/replacement of equipment that variable cost expenditures can be properly managed and reduced. It remains to be seen if the Project Variable Costs budget is sufficient to meet the actual need. Actual needs vary in part because of variations in elements such as accidents. To mitigate the impact of these external elements, internal business processes and policies will be reviewed, and where needed, changed to assign costs to the appropriate cost center and to utilize better risk management practices.

Goal Impact: This agreement will directly address the "Maintain and optimize public facilities and assets" customer service external indicator for the Efficient Infrastructure Goal.

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

Recommendations/Actions: It is recommended that the City Council 1) approve the Fleet Maintenance and Service Contract; 2) approve the budget adjustments; and 3) authorize necessary signatures.

Attachments: 1) Signed agreement with CH2M HILL OMI, Inc., 2) Analysis of the pay and benefits, and 3) Summary of the budget adjustments.

Agenda Item No. 50.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1325

TO: Mayor and City Council Members

SUBJECT: Comprehensive Citywide Digital Stormwater Drainage Structure
Inventory (Citywide)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the expenditure, adopt the Resolution and authorize the necessary signatures.

Background: The 2006 and 2007 annual stormwater operating budget provides funding to begin to inventory the City's stormwater sewer system and use the data to create a stormwater GIS layer. The total budgeted amount is \$1.0 million dollars.

Analysis: The proposed project would allow staff to accurately maintain the appropriate records of existing structures, drainage complaints, flood plain inquiries, etc. In the past, these records were not maintained optimally, therefore, creating a difficult task for the public to attain the most accurate information regarding drainage in the area.

The GIS layer will assist staff in complying with the public education program portion of the National Pollution Discharge Elimination System (NPDES) City permit. This will constitute the generation of displays, drawings, graphs, etc. In addition, Stormwater staff engineers can more effectively analyze the capacity of existing systems, determine cost effective solutions for proposed improvement projects and prioritize future CIP projects. The greatest benefit to the general public will be the implementation of database capabilities networked between stormwater maintenance and stormwater management staff.

Ultimately, this project would allow the City's Public Works website to include a GIS mapping application that would provide detailed stormwater information. This will be very beneficial to homeowners, developers and the design/construction industry.

Financial Considerations: The budget includes \$1.0 million for the initial phase of this work, which includes purchasing the necessary equipment, computer programs, and services to begin mapping the stormwater inventory. The budget is not sufficient to complete all of the work. We presently estimate that the entire project could cost around \$3.0 to \$4.0 million total. However, this initial phase will be a significant start and the remaining phases will be proposed for funding in future years. Funding for this project is from the Utility's ERU fee revenues.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing public improvements for drainage throughout the City. The improvements will provide an easily accessible database of the City's infrastructure system. This, in addition, allows for staff networking which will improve the technology to provide quick and accurate public information service. Also, the increased efficiency these improvements will provide existing staff will be extremely cost effective due to the ability of less people to perform more tasks.

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

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the bonding Resolution and authorize the necessary signatures.

Attachments: Resolution, CIP sheet

Agenda Item No. 51.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1326

TO: Mayor and City Council

SUBJECT: Contact Renewal: Convention & Visitors Bureau

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the contract.

Background: 2006 brought several successes to the GWCVB. They exceeded their primary goal of securing 102,250 convention room nights as well as 4,000 group tours. They also increased their membership and private sponsorship dollars, well exceeding their goal of \$185,000. They also increased national advertising for Wichita with ads in publications such as Fortune magazine and USA Today.

Analysis: The Contract for the current fiscal year was negotiated with staff and representatives from the Greater Wichita Convention and Visitors Bureau. The results are a proposed 2007 contract with performance goals for the CVB outlined in detail in "Exhibit B." Exhibit B continues a special effort that began last year to include relevant and measurable goals in a performance matrix that will better showcase the progress of the CVB. These benchmark goals are establishing a better foundation to increase each year. The CVB continues to strive to exceed the base goal while securing larger conventions approximately every 5 years.

Financial Considerations: The proposed budget with the GWCVB provides for funding in the amount of \$1,883,340. The 2007 contract increases the CVB's allocation \$133,010. The Tourism and Convention Fund will also finance an additional payment of up to \$75,000 to the GWCVB, as a dollar for dollar match for the funds they raised in 2007 over the baseline goal of \$200,000.

Goal Impact: According to the Transforming Wichita goals approved by City Council, this project will impact "Economic Vitality," because the City's quality of life is connected to the vitality of the tourism and service industries. "Enhanced Quality of Life" will also be impacted as the CVB helps promote attendance at various cultural attractions and events.

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

Recommendations/Actions: It is recommended that the City Council approve the Contract with

the Convention and Tourism Bureau and authorize the necessary signatures.

EXHIBIT B

Greater Wichita Convention & Visitors Bureau 2007 Performance Criteria

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a Greater Wichita Convention & Visitors Bureau, hereinafter referred to as the "City" and the "Delegate Agency" respectively, that the execution of this contract commits the Delegate Agency to the following goal statements and objectives.

MISSION STATEMENT

The mission of the Greater Wichita Convention & Visitors Bureau is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

OBJECTIVE # 1: The Delegate Agency will generate convention/meeting and travel trade business for Wichita.

- A. Convention Sales Future Bookings (Conventions booked from Jan 1-Dec. 31, 2007):
1. Generate 106,000 room nights for a direct economic revenue impact of \$38,022,200 *.
 2. Maintain a five-year average of 124,400 room nights.
 3. 30% of room night goal will consist of NEW convention business.

	2001	2002	2003	2004	2005	2006 Goal	2007 Goal	
Room Nights Secured:				102,806		105,518	111,648	200,128
	102,072	102,250**		106,000				
Church of God in Christ:				(10,200)				
ABC:					(85,000)			
NSD:					(8,000)			
NFL:					(12,713)			
Room nights net of large bookings:				92,606	105,518		111,648	94,415
	102,250**		106,000					102,072

Summation of Typical Bookings: 506,259
Benchmark: (5-Yr. Avg. (2001-2005)): 101,252

Summation of Large Bookings: 622,172
Benchmark: (5-Yr. Avg. (2001-2005)): 124,434

*Economic Impact Formula: Room Nights X 1.7 average guest per room x \$211.00 expenditure level = direct revenue (source: DMAI)

**Total 2006 room nights are forecasted to be 105,000.

- B. Tourism Sales Bookings (Tours hosted from Jan1-Dec 31, 2007):

1. Motorcoach Overnight Tours: Generate overnight tours utilizing a total of 2,300 room nights with a minimum direct economic revenue impact of \$276,000 * (assuming one person per room).

a. Maintain a five-year average of 2,099 room nights.

	2001	2002	2003	2004	2005	2006 Goal	2007 Goal
Room Nights Secured:				1,823	2,005	2,384	2,736
WIBC:				(292)			
Room Nights net of Large Bookings:	1,823	2,005	2,384	2,444	1,546	2,050**	2,300

Summation of Typical Bookings: 10,202
 Benchmark: (5-Yr. Avg. (2001-2005)): 2,040

Sum of Large Bookings: 10,494
 Benchmark: (5-Yr. Avg. (2001-2005)): 2,099

*Direct Revenue Formula: # of passengers x \$120.00 expenditure level x # nights.
 (source=DMAI)

**Total 2006 Motorcoach Overnight Tours are forecasted to be 3,000.

2. Motorcoach Day Trips: Generate 100-Day Trips comprised of 4,200 passengers for a direct economic impact of \$241,920 *.

	2001	2002	2003	2004	2005	2006 Goal	2007 Goal
Day Trip Passengers:	2579	3,448	3,630	3,603	4,904	4,000*	4,200

Sum of Passengers: 18,164
 Benchmark: (5-Yr. Avg. (2001-2005)): 3,633

*Direct Revenue Formula: # of passengers x \$57.60 (average daily expenditure). (Source = DMAI)

**Total 2006 Motorcoach Day Trips Passengers are forecasted to be 5,000.

OBJECTIVE #2 (Marketing & Promotion) - Continue Implementation of a multi-faceted marketing program promoting Wichita as a Destination

1. Increase reach to regional television viewers:

2006Viewers	2007Viewers	% Increase
N/A	3,108,091	N/A

Note: Television is a new 2007 initiative resulting from an opportunity for cooperative advertising with the state of Kansas.

2. Increase regional and statewide billboard impressions:

2006 * Impressions	Goal	2007 Impressions	Goal	% Increase
79,117,053	84,989,794	6%		

*2006 impressions are forecasted to exceed 79,117,053. Total through 9/30/2006 was 62,670,850.

3. Increase quality national, regional and statewide print advertising impressions:

2006 Impressions Goal	2007 Impressions Goal	% Increase
4,587,925	4,863,200	6%

*2006 impressions are forecasted to exceed 4,587,925. Total through 9/30/2006 was 5,710,379

4. Increase website requests and page views:

	2003	2004	2005	3 Yr Average	2006 Goal	2007 Goal
Requests		6,451,320		6,497,872	9,666,256	7,538,483
	9,500,000					8,500,000*
Page Views	1,081,215		845,302		950,383	958,967
	1,200,000					1,000,000**

*2006 Website requests are forecasted to exceed 8,500,000. Total through 9/30/2006 was 8,265,063.

**2006 Website page views are forecasted to exceed 1,000,000. Total through 9/30/2006 was 1,141,623.

5. Increase number of contacts with media/travel writers:

2003 Contacts	2004 Contacts	2005 Contacts	3 Yr Average	2006 Goal	2007 Goal
69	73	112	85	90*	110

*Total contacts through 9/30/2006 were 59.

OBJECTIVE #3 (Awareness & Community Support): Generate positive awareness of Wichita as a leisure, convention and business destination and build community support for the Delegate Agency and it's mission, vision and goals.

1. Hospitality Training Program (Customer Service Professional - CSP)

a. Increase number of participants/certifications given:

	2005	2006 Actual (as of 12/6/06)	2006 Goal	2007 Goal
Sessions	3	7	6	6
Participants	53	129	120	130
Certifications	11	40	35	35

2. Increase number of local speaking engagements:

2004	2005	2006 Actual (as of 9/30/2006)	2006 Goal	2007 Goal
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Number of Speaking engagements 22 22 28 35 35

3. Coordinate and publish a Quarterly Calendar of Events.

a. Maintain high volume of impressions:

2003	2004	2005	2006*	2007 Goal**	
1,636,000	1,627,900	1,627,900	1,166,469	420,000	

* Cancelled distribution method due to high costs and low circulation.** Going to on-line format and in-house distribution for better return on investment.

OBJECTIVE #4 (Visitor Experience) Monitor visitor experience and market research to make data driven decisions so as to maximize the use of marketing dollars.

1. Conduct semi-annual surveys of in-market leisure (visitor inquiries) to track: the visitors' willingness to return; why they came; where they came from; dollars spent; and their visit satisfiers
2. Perform post-convention surveys to ascertain customer satisfaction, future meeting plans and identification of visitor experience enhancements that may be necessary to capture new markets.

OBJECTIVE #5 (Wichita Film Commission)

1. Continue with film and production crew assistance.

2006 Actual (as of 9/30/2006)	2006Goal	2007Goal	% Increase
31 42 50 19%			

OBJECTIVE #6 (Funding): Secure additional private funding resources to augment the Delegate Agency's transient guest tax allocation.

In-Kind & Cash

- a. Aggressively seek \$150,000 of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts.

2007 Goal	2006 Actual(As of 9/30/2006)	2005	2004	2003	2002
In-kind Donations:	150,000	\$189,568	\$114,576	\$2,539,649	\$3,544,518
	\$197,706				

Less: Extraordinary Media Gifts *:	(\$84,175)		(\$2,439,911)	(\$3,415,886)
Typical Gift value:	\$105,393	\$114,526	\$99,738	\$128,632
	\$197,706			

In-kind donations (2002-2006) \$645,995
 Benchmark: (5_Yr. Avg. (2002-2006)): \$129,199

* Estimated value of Wichita video donated by and run on KAKE TV (2003 & 2004) and value of national advertising discount received (2006).

b. CVB will aggressively seek to increase private funding to a level greater than \$198,000. The City of Wichita agrees to match each dollar collected above \$200,000, not exceeding \$75,000* in additional matched funds.

	2007 Budget	2006Forecast	2005	2004	2003	2002	2001	2000	1999
Private Revenues:	\$243,515**	\$266,035	\$228,220	\$248,615	\$163,276				
	\$144,863	\$214,097	\$124,309	\$138,655					
Less: Extraordinary receipts:									
WIBC partners to cover WIBC expenses:							\$(64,000)		-
	-	-	-	-					
Cooperative Advertising (County funded):									
\$(50,000)									
Typical Receipts:	\$243,515**	\$266,035	\$228,220	\$184,615	\$163,276				
	\$144,863	\$164,097	\$124,309	\$138,655					
Private revenue collections (2002-2006)				\$987,009					

Five-year Average: \$197,401

*Estimated 2006 incentive: \$66,035

**Decrease is due to fewer sponsorship opportunities in 2007.

OBJECTIVE #7 (Product Development): The Delegate Agency will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Delegate Agency's mission statement and that meet the needs of the visitors.

Industry Indicators:

The Delegate Agency will quarterly track the following industry indicators, which reflect the economic growth and impact of tourism in the area.

- Transient Guest Tax Revenues
- Hotel Occupancy Rate
- Hotel Average Daily Rate (ADR)
- Report quarterly and yearly historical comparison at area attractions.

2007 Operating Budget

2007	Approved
Personnel	\$ 1,023,547
Marketing & Events	\$ 630,551

General	\$
229,242	
TOTAL 2007 BUDGET	\$ 1,883,340

1. METHOD OF PAYMENT

The Delegate Agency agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the City of Wichita.

1.1. The City agrees to advance the Delegate Agency \$156,945 on the first Friday of each month. The Delegate agency, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the city of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Delegate Agency, or their representatives. All final billings and payments will be reconciled at year-end. Should 2007 transient guest tax revenues exceed budgeted projections, the City, at the Delegate Agency's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.

2. The Delegate Agency agrees to provide the City with the following information:

2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.

2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For 2006, the audit firm of BKD, LLP has been retained by the Delegate Agency.

2.3. The Delegate Agency will provide to the City Appointed Board Representative, a copy of the Board of Directors minutes.

3. INVENTORY

The Delegate Agency shall maintain in its office and file with the City an up-to-date inventory list of all personal property, e.g. furniture, fixtures, equipment, etc. purchased with transient guest tax funds and used for the administration of the program or in the administration of a project operated in conjunction with the contract. Such inventory list must identify each item purchased, state the physical location of same, the cost of each item, the date purchased and the City of Wichita inventory seal number must be affixed to each item. Authorized additional items purchased during the contract year shall be reported to the City within 30 days of receipt.

The Delegate Agency shall be responsible for conducting a physical inventory of each of the inventoried items with its final report for the contract year, certifying in written form that all such inventory items are in the possession of the Delegate Agency. No inventories items may be disposed of in any fashion without the prior written approval of the City.

4. PROGRAM PROGRESS REPORTS

The Delegate Agency as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 30 days following the end of each quarter.

WICHITA CONVENTION AND TOURISM BUREAU, INC.

CONTRACT

THIS CONTRACT entered into this 19th day of December, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Delegate Agency to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Delegate Agency warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Delegate Agency further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

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

SECTION 1. SCOPE OF SERVICES. The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Delegate Agency will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, and the Mid-America All-Indian Center fees to participate in Delegate Agency's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2006.

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records. The Delegate Agency shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Delegate Agency shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

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

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

D. Audits and Inspections. The Delegate Agency shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its

records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Delegate Agency, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Delegate Agency shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Trustee has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the “Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements” as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Delegate Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Delegate Agency agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Delegate Agency.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

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

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

SECTION 10. PAYMENTS.

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

B. In-Kind Compensation. The City of Wichita's IT/IS division will exclusively provide the design, development, maintenance, and hosting of the Delegate Agency's Web site including the related database. This includes providing security, backups, database access, server maintenance and upgrades, and other services related to the hosting of the Web site.

C. Total Payments. Total payments to the Delegate Agency will not exceed \$1,883,340, unless modified as provided herein.

D. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Delegate Agency except pursuant to a written contract that incorporates by reference the general conditions of this contract.

E. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Delegate Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Delegate Agency at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Delegate Agency, it shall be entitled to be

reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

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

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

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors or Directors.

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

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Delegate Agency, 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 antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

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

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement
EXHIBIT B Performance Criteria

IN WITNESS WHEREOF, the parties have executed this contract on the 19th day of December, 2006.

THE CITY OF WICHITA, KANSAS

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

DELEGATE AGENCY

Greater Wichita Convention &

John Rolfe, President/CEO

Visitors Bureau, Inc.

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Agenda Item No.52.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1327

TO: Mayor and City Council Members

SUBJECT: AN ORDINANCE CREATING SECTION 5.88.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF CARRYING A CONCEALED WEAPON IN PLACES PROHIBITED BY THE PERSONAL AND FAMILY PROTECTION ACT, PURSUANT TO CHAPTER 32 AND CHAPTER 210 OF THE 2006 SESSION LAWS OF KANSAS, AND AMENDMENTS THERETO.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the Mayor's request for Declaration of Emergency and pass new Ordinance 5.88.040 of the Code of the City of Wichita, on a single reading

Background: Pursuant to Senate Bill No. 418 and House Bill No. 2118, the Personal and Family Protection Act was created, which initiated a concealed carry law in the State of Kansas. Residents of the State of Kansas may apply for a concealed firearms permit upon meeting the statutory mandates. Additionally, the State of Kansas may allow concealed permit holders from other states, to carry concealed firearms within Kansas. The bills prohibit the carrying of concealed firearms by permit holders or those recognized out of state permit holders in certain places across the State of Kansas, or while under the influence of alcohol and/or drugs. Violations of these provisions under the Act, are classified as misdemeanor offenses. In order for the City of Wichita to enforce these violations in Municipal Court, a new ordinance prohibiting the same conduct must be adopted.

Analysis: The City of Wichita Ordinance 5.88.040 must be passed, in order for the City of Wichita Municipal Court, to enforce the criminal prohibitions against a permit holder or recognized out of state permit holder from carrying a concealed weapon on prohibited premises, pursuant to the Personal and Family Protection Act, Chapter 32 and Chapter 210 of the 2006 Session Laws of Kansas, and amendments thereto.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police

Department and Law Department to charge and prosecute violations of carrying a concealed firearm in prohibited places or while under the influence of alcohol and/or drugs.

Legal Considerations: The City of Wichita Law Department drafted the ordinance and approved it as to form.

Recommendation/Actions: Declare a public emergency and adopt City Code Section 5.88.040.

Attachment: Delineated and clean copies of the proposed ordinance.

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Carlos Mayans, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, December 19, 2006, of an Ordinance entitled:

ORDINANCE NO. 5.88.040

AN ORDINANCE CREATING SECTION 5.88.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF CARRYING A CONCEALED WEAPON, IN PLACES PROHIBITED BY THE PERSONAL AND FAMILY PROTECTION ACT, CHAPTER 32 AND CHAPTER 210 OF THE 2006 SESSION LAWS OF KANSAS AND AMENDMENTS THERETO.

The general nature of such public emergency lies in the need to pass and publish this ordinance to conform with the legislative changes pursuant to the Personal and Family Protection Act, pertaining to allowing permit holders or eligible permit holders from other states, to carry a concealed firearm within the State of Kansas, except in places specifically prohibited by the Act. Creation of Section 5.88.040 of the Code of the City of Wichita, will allow criminal charges to be filed against permit holders or recognized out of state permit holders, for these violations in the City of Wichita Municipal Court. Commencing on or after January 1, 2007, the State of Kansas will begin issuing permits to carry concealed firearms pursuant to the provisions of the Personal and Family Protection Act.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally

adopted on the day of its introduction.

Executed at Wichita, Kansas on this 19th day of December, 2006.

MAYOR OF THE CITY OF WICHITA, KANSAS

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

(First Published in The Wichita Eagle on _____)

December 19, 2006

ORDINANCE NO.

AN ORDINANCE CREATING SECTION 5.88.040 OF THE CODE OF THE CITY OF

WICHITA, KANSAS, PERTAINING TO THE CRIME OF CARRYING A CONCEALED WEAPON IN PLACES PROHIBITED BY THE PERSONAL AND FAMILY PROTECTION ACT, PURSUANT TO CHAPTER 32 AND CHAPTER 210 OF THE 2006 SESSION LAWS OF KANSAS, AND AMENDMENTS THERETO.

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

Section 1. 5.88.040 of the Code of the City of Wichita, Kansas, shall read as follows:

(A) No person licensed to carry a concealed firearm, or recognized as a valid out of state licensee, pursuant to the Personal and Family Protection Act, Chapter 32 and Chapter 210 of the 2006 Session Laws of Kansas, and amendments thereto shall carry a concealed weapon into any of the following places within the City of Wichita:

- (1) Any place where an activity declared a common nuisance by K.S.A. 22-3901, and amendments thereto, is maintained;
- (2) any police station, sheriff or highway patrol station;
- (3) any detention facility, prison, or jail;
- (4) any courthouse;
- (5) any courtroom; except that nothing in this section would preclude a judge from carrying a concealed weapon or determining who will carry a concealed weapon in the judge's courtroom;
- (6) any polling place on the day an election is held;
- (7) any meeting of the governing body of the City of Wichita, or other political or taxing subdivision of the state, or any committee or subcommittee thereof;
- (8) any state office building;
- (9) any athletic event not related to or involving firearms which is sponsored by private or public elementary or secondary school or any private or public institution of postsecondary education;
- (10) any professional athletic event not related to or involving firearms;
- (11) any portion of a drinking establishment as defined by K.S.A. 41-2601, and amendments thereto, except that this provision shall not apply to a restaurant as defined by K.S.A. 41-2601 and amendments thereto;
- (12) any elementary or secondary school building or structure used for student instruction or attendance;
- (13) any community college, college or university facility;
- (14) any place where the carrying of firearms is prohibited by federal or state law;
- (15) any child exchange and visitation center provided for in K.S.A. 75-720, and amendments thereto;
- (16) any community mental health center organized pursuant to K.S.A. 19-4001 et seq., and amendments thereto, mental health clinic organized pursuant to K.S.A. 65-211 et seq., and amendments thereto, or a psychiatric hospital licensed under K.S.A. 75-3307b and amendments thereto;
- (17) any City Hall
- (18) any public library;
- (19) any day care home or group day care home, as defined in Kansas administrative regulation 28-4-113, or any preschool or childcare center, as defined in Kansas administrative regulation

28-4-420; or

(20) Any church or temple.

(b) Violation of this section is punishable upon conviction, to a sentence of up to 12 months imprisonment, and/or up to a \$2,500 dollar fine.

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

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
City Attorney and Director of Law

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 supplies 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, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;

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

3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 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. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment

Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. The vendor supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, “Civil Rights and Services” in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, “Equal Opportunity Employer”, or a similar phrase that is deemed acceptable by the “Wichita Civil Rights and Services Board”;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the “Civil Rights and Services Board” 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 Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the “Civil Rights and Services Board” of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;

5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 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.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the “Civil Rights and Services Board” of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

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

b. The provisions of Section 2.12.908 shall not apply to 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.

c. Those contractors, subcontractors, vendors or suppliers not exempted herein

whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

F. Failure of any contractor, subcontractor, vendor or supplier to report to the “Kansas Human Rights Commission” as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the “Civil Rights and Services Board” of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City’s Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

Agenda Item No. 53.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1328

TO: Mayor and City Council Members

SUBJECT: AN ORDINANCE CREATING SECTION 5.88.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF CARRYING A CONCEALED WEAPON, WHEN POSTED OTHERWISE, OR WHEN UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, WHICH IS PROHIBITED BY THE PERSONAL AND FAMILY PROTECTION ACT, CHAPTER 32 AND CHAPTER 210 OF THE 2006 SESSION LAWS OF KANSAS AND AMENDMENTS THERETO.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the Mayor's request for Declaration of Emergency and pass new ordinance 5.88.050 of the Code of the City of Wichita, on a single reading.

Background: Pursuant to Senate Bill No. 418 and House Bill No. 2118, the Personal and Family Protection Act was created, which initiated a concealed carry law in the State of Kansas. Residents of the State of Kansas may apply for a concealed firearms permit upon meeting the statutory mandates. Additionally, the State of Kansas may allow concealed permit holders from other states, to carry concealed firearms within Kansas. The bills prohibit the carrying of concealed firearms by permit holders or those recognized out of state permit holders when employers have prohibited such in the course of the employment and when places open to the public are marked in a manner reasonable likely to come to the attention of the public that concealed firearms are prohibited on the premises. Violations of these provisions under the Act, are classified as misdemeanor offenses. In order for the City of Wichita to enforce these violations in Municipal Court, a new ordinance prohibiting the same conduct must be adopted.

Analysis: City of Wichita Ordinance 5.88.050 must be passed, in order for the City of Wichita Municipal Court, to enforce the criminal prohibitions against a permit holder or recognized out of state permit holder from carrying a concealed weapon while employed by the City of Wichita and in the course of that employment. Law enforcement officers, armed security guards, and others designated by the City Manager to carry a concealed firearm in the course of their employment with the City of Wichita are excluded from the criminal provisions. With this ordinance, City of Wichita law enforcement and prosecutors would also be able to prosecute violations of carrying a concealed weapon on prohibited premises when there is signage indicating that concealed firearms are not allowed, pursuant to the Personal and Family

Protection Act, Chapter 32 and Chapter 210 of the 2006 Session Laws of Kansas, and amendments thereto.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police Department and Law Department to charge and prosecute violations of carrying a concealed firearm while employed by the City of Wichita and in the course of that employment, or when a firearm is being concealed in prohibited places, when such restriction is posted by signage, in a manner reasonably likely to come to the attention of the permit holder or recognized out of state permit holder.

Legal Considerations: The City of Wichita Law Department drafted the ordinance and approved it as to form.

Recommendation/Actions: Declare a public emergency and adopt City Code Section 5.88.050.

Attachment: Delineated and clean copies of the ordinance.

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Carlos Mayans, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, December 19, 2006, of an Ordinance entitled:

ORDINANCE NO. 5.88.050

AN ORDINANCE CREATING SECTION 5.88.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF CARRYING A CONCEALED WEAPON, WHEN POSTED OTHERWISE, OR WHEN UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, WHICH IS PROHIBITED BY THE PERSONAL AND FAMILY PROTECTION ACT, CHAPTER 32 AND CHAPTER 210 OF THE 2006 SESSION LAWS OF KANSAS AND AMENDMENTS THERETO.

The general nature of such public emergency lies in the need to pass and publish this ordinance to conform with the legislative changes pursuant to the Personal and Family Protection Act, pertaining to allowing permit holders or eligible permit holders from other states, to carry a

concealed firearm within the State of Kansas, except in places prohibited by the Act, when posted as to prevent the carrying of concealed firearms, or when carrying a concealed firearm while under the influence of alcohol and/or drugs. Creation of Section 5.88.050 of the Code of the City of Wichita, will allow criminal charges to be filed against permit holders or recognized out of state permit holders, for these violations in the City of Wichita Municipal Court. Commencing on or after January 1, 2007, the State of Kansas will begin issuing permits to carry concealed firearms pursuant to the provisions of the Personal and Family Protection Act.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas on this 19th day of December, 2006.

MAYOR OF THE CITY OF WICHITA, KANSAS

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

(First Published in The Wichita Eagle on _____)

December 19, 2006

ORDINANCE NO.

AN ORDINANCE CREATING SECTION 5.88.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF CARRYING A CONCEALED WEAPON, WHEN POSTED OTHERWISE, OR WHEN UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, WHICH IS PROHIBITED BY THE PERSONAL AND FAMILY PROTECTION ACT, CHAPTER 32 AND CHAPTER 210 OF THE 2006 SESSION LAWS OF KANSAS AND AMENDMENTS THERETO.

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

Section 1. Section 5.88.050 of the Code of the City of Wichita, Kansas, shall read as follows:

(A) Any person licensed to carry a concealed weapon, or recognized as a valid out of state licensee under the provisions of the Personal and Family Protection Act, pursuant to Chapter 32 and Chapter 210 of the 2006 Session Laws of Kansas, and amendments thereto, shall be prohibited from carrying a concealed weapon under the following circumstances:

(1) any City of Wichita employee, with the exception of law enforcement officers, armed security guards employed by the City of Wichita, or any other employee(s) as designated by the City Manager, while engaged in the duties of the person's employment with the City of Wichita.

(2) while on the premises owned or operated by the City of Wichita, which shall include, but are not limited to Wichita Airport Authority, Board of Park Commissioners and other Boards and Commissions of the City of Wichita, parks, parking lots, or other public buildings or grounds, or any entity owning or operating a business premises open to the public, where the carrying of a concealed weapon on the premises have been restricted or prohibited, and such premises are posted, pursuant to applicable laws and/or regulations in a manner reasonably likely to come to the attention of persons entering the premises, as premises where carrying a concealed weapon is prohibited;

(3) while on the premises of a property owner, who has restricted or prohibited the carrying of a concealed weapon on such property, and the premises are posted, pursuant to the applicable laws or regulations in a manner reasonably likely to come to the attention of person(s) entering the property where carrying a concealed weapon is prohibited.

(4) while under the influence of alcohol or drugs, or both.

(B) Violation of sections (A)(1), (A)(2), and (A)(3), are classified as a misdemeanor, and upon conviction, sentence shall be up to 6 months in jail and/or up to a \$1,000 fine.

(C) Violation of section (A)(4) is a misdemeanor, and upon conviction, sentence shall be up to 12 months in jail and/or up to a \$2,500 fine.

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

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

_____, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law
and City Attorney

Agenda Item No. 54.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1329

TO: Mayor and City Council

SUBJECT: CON2006-00048 – Conditional Use to permit a nightclub (rental facility for receptions and special events where music and drinks may be provided). Generally located east of Broadway and north of Murdock (828 N. Broadway). (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, subject to original staff recommended conditions (11-0).

MAPD Staff Recommendations: Approve, subject to amended conditions recommended by DAB.

DAB Recommendations: Approve, subject to amended conditions (9-1).

Background: The application area is a former church building located east of Broadway and north of Murdock in “LC” Limited Commercial zoning. A business is using the former church building for weddings, receptions and special events. The business desires to allow live music, dancing and alcoholic drinks. Nightclubs are a permitted use in LC zoning. However, the site is within 200 feet of residential zoning, and therefore a Conditional Use for a Nightclub is required for the desired activities. The residential zoning near this site is “B” Multi-family Residential zoning located east of the site, across the alley, and used for hospital parking.

The original staff recommended approval of the request subject to the following conditions:

- A. The Nightclub Conditional Use shall be for rented special events only.
- B. The site shall be in conformance with the approved site plan.
- C. No outdoor entertainment, food or drink service or community assembly shall be permitted on the site.
- D. The applicant shall obtain, maintain and comply with all applicable permits and licenses necessary for the operation of a Nightclub.
- E. 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.

Analysis: District VI Advisory Board heard this request on November 15, 2006; no members of the public spoke on the request. The DAB recommended approval, subject to the staff recommended conditions amended to “define special events such as weddings, receptions, graduation parties and the like.”

MAPC heard this request on November 16, 2006; no members of the public spoke on the request. Staff recommended approval of the request with amended conditions, as recommended by DAB VI. The MAPC approved the request, subject to the original staff report conditions.

No formal protest petitions have been filed.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the conditional use subject to the original staff recommended conditions, adopt the conditional use resolution; or
2. Adopt the findings of the MAPC, approve the conditional use subject to the DAB recommended amended conditions, adopt the conditional use resolution; or
3. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Agenda Item 55.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1330

TO: Mayor and City Council Members

SUBJECT: ZON2004-00048 – Extension of time to complete the platting requirement for a zone change from “SF-5” Single-Family to “LC” Limited Commercial. Generally located north of Kellogg and east of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve a two year extension of the platting deadline to November 9, 2007.

Background: On November 9, 2004, the City Council approved the zone change from “SF-5” Single-Family to “LC” Limited Commercial. Approval of the request was subject to the condition of platting the property within one year.

The applicant indicates in a letter from their agent that platting has been delayed as a contract purchaser left the project, and the owner is marketing for a new buyer. Therefore, the applicant is requesting a platting extension with a new deadline of November 9, 2007.

Analysis: Staff recommends that the requested extension be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Goal Impact: Ensure Efficient Infrastructure.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of November 9, 2007.

Agenda Item No. 56.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1331

TO: Mayor and City Council

SUBJECT: ZON2006-00046 – Zone change from “SF-5” Single-family Residential to “LC” Limited Commercial. Generally located south of Central and on the west side of Sheridan. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations (11-0).

MAPD Staff Recommendations: Approve, subject to platting within one year.

DAB Recommendations: Approve (9-1).

Background: The application area is a vacant SF-5 Single-family Residential zoned portion of a lot located south of Central Avenue and west of Sheridan Avenue (635 N. Sheridan). The site is .44 acre in size and is owned by the Family Video Movie Club, which plans to develop this property along with other Limited Commercial zoned property located to the north with a video rental store. The application area is part of Lot 1, Knight Acres Addition, which appears to have multiple owners without benefit of a replat or lot split. There are at least two other owners of portions of this lot, and staff was unable to find any record of a re-plat or lot split. The Office of Central Inspection will probably require a re-plat or lot split before a building permit is granted. Approval of the request would provide uniform zoning under the applicant’s ownership.

Surrounding properties are either zoned LC Limited Commercial or SF-5 Single-family Residential and developed with a mix of residential, commercial and radio broadcast studio uses.

LC signage standards permit .5 square feet of signage times the property’s frontage along a collector street.

Analysis: There were no speakers in opposition to the request at the MAPC meeting on November 16, 2006. The MAPC voted unanimously to recommend approval of the zone change from “SF-5” Single-family to “LC” Limited Commercial, subject to platting within one year.

There are not any protest petitions.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold the publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

OCA150006 BID 37529-009 CID #76383

Published in The Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2006-00046

Request for Zone change from "SF-5" Single-family Residential to "LC" Limited Commercial, subject to platting within one year on property described as:

North 75 feet of the south 150 feet of the north one-half of Lot 1, Knight Acres Addition

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor
ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 57

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1332

TO: Mayor and City Council Members

SUBJECT: DED 2006-27 -- Dedication of a Utility Easement located south of 37th Street North and on the east side of Woodlawn. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split No. SUB 2006-84 (Lot 1, Linder Addition).

The Dedication is for construction and maintenance of public utilities.

Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication has been recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 58

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1333

TO: Mayor and City Council Members

SUBJECT: DED 2006-28-- Dedication of a Utility Easement located south of Harry and west of Hillside. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split No. SUB 2003-35 (Lot 1 and Reserve A, Cedardale Addition). The Dedication is for construction and maintenance of public utilities.

Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 59.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1334

TO: Wichita Airport Authority

SUBJECT: Mid-Continent Airport
Taxiway L, H and H-1
Change Order No. 3

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order and budget adjustment.

Background: On August 9, 2005 the Wichita Airport Authority approved a contract with Cornejo & Sons for construction of Taxiway L, H and H-1.

Analysis: A change order has been prepared to modify the contracted work and adjust quantities.

Financial Considerations: The change order amount is \$93,412.40 will be funded with FAA AIP funding, PFC funding and General Obligation bonds paid for with Airport revenue. A budget increase of \$95,000.00 is requested and will result in a total project budget of \$7,075,000.00. With this change order the cost of change orders is approximately 2.4% of the initial construction contract amount.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements.

Legal Considerations: The change order has been approved by the Law Department and the FAA. The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order, adopt the resolution, approve the budget adjustment and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the change order.

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

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

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

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, Airfield Pavement (Taxiway "H", "H-1", "L", "L-1", apron reconstruction and compass rose construction) to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Seven Million Seventy-Five Thousand Dollars (\$7,075,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. 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.

ADOPTED at Wichita, Kansas, _____, _____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 60.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No.06-1335

TO: Wichita Airport Authority

SUBJECT: Cessna Aircraft Company – Second Amendment to Lease

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the amendment.

Background: In 2001, the Wichita Airport Authority entered into a bond lease agreement with Cessna Aircraft Company for the purpose of renovating and upgrading the fixed base operation facility located at 2010 Airport Road on Wichita Mid-Continent Airport. Cessna subleased this facility to Yingling Aircraft. In 2005, Cessna elected to construct an additional facility adjacent to its leasehold at 2010 Airport Road. The new facility, located at 2000 Airport Road, was also subleased to Yingling Aircraft to further develop its business of aircraft refurbishment and completion work. The layout of the buildings made it possible to utilize some of the area currently leased by Cessna for the fixed base operation. Some additional land was required for the new facility lease.

Analysis: In that the land area is reflected in two separate leases, it is necessary to modify the fixed base operation lease to remove the land which is now included in the 2000 Airport Road lease.

Financial Considerations: None.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to continue its operation on a self-sustaining basis, and to facilitate the operations of airport tenants.

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

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

Attachments: Two signature copies and 12 distribution copies.

SECOND AMENDMENT TO LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 19, 2006

THIS SECOND AMENDMENT TO LEASE dated December 19, 2006, amending that certain LEASE dated as of March 1, 2001, as amended by a FIRST AMENDMENT TO LEASE dated December 21, 2004, by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company").

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, with full and lawful power and authority to enter into this Second Amendment to Lease;

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 et seq., as amended (the "Act"), has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds") for the purpose of constructing office and hangar space at Wichita Mid-Continent Airport (the "Project");

WHEREAS, pursuant to the Lease and amendment thereto, the Issuer leased the Premises, including the Project, to the Company;

WHEREAS, the Issuer and Company have entered into a bond lease agreement dated March 1, 2001 for the purpose of renovating and upgrading the fixed base operation facility located at 2010 Airport Road on Wichita Mid-Continent Airport; and a First Amendment to Lease dated December 21, 2004, for the purpose of removing certain real property from the premises;

WHEREAS, the Company is now desirous of further amending the bond lease agreement for the purpose of modifying the dates to reflect the actual date for removal of certain real property from the premises;

WHEREAS, the parties hereto find it necessary and desirable to amend the First Amendment to Lease to correct certain errors and/or omissions therein; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2001 Bonds has consented to the correction of said errors through this Second Amendment to Lease.

NOW, THEREFORE, in consideration of the promises, understandings, mutual covenants and agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Issuer and Company do hereby agree as follows:

Line two of ARTICLE II of the First Amendment to Lease – 2.1 Removal of Real Property, shall be changed as follows: the number of square feet of parking and grass area shall be increased by 500 square feet, the area "10,237 square feet" shall be deleted and the area "10,737 square feet"

shall be inserted in place thereof.

SCHEDULE II of the First Amendment to Lease – Ground Rent Schedule, Yingling Leasehold Rental Arrangements, is hereby superseded in its entirety by the REVISED SCHEDULE II – Ground Rent Schedule, dated November 7, 2006, attached hereto and made a part hereof:

Except as provided in this Amendment, all terms and conditions of the Agreement and its Amendment are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Agreement on the date first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By:

Carlos Mayans, Mayor
of the City of Wichita, Kansas

[SEAL]

ATTEST:

Karen Sublett, Airport Clerk
“ISSUER”

STATE OF KANSAS)ss.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of December, 2006, before me a notary public in and for said county and state, came Carlos Mayans, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, Airport Clerk of the Wichita Airport Authority of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed, a such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

[SEAL] Notary Public

My Appointment Expires:

WICHITA AIRPORT AUTHORITY

By: Victor D. White, Director of Airports
and

APPROVED AS TO FORM:

Date:
Gary Rebenstorf, Director of Law

CESSNA AIRCRAFT COMPANY

By: Ed Pack, Vice President, Support Services
[SEAL]

ATTEST:

Karen Nestelroad
Assistant Secretary
"COMPANY"

STATE OF KANSAS)ss.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of December, 2006, before me a notary public in and for said county and state, came Ed Pack, Vice President, Support Services, and Karen Nestelroad, Assistant Secretary of Cessna Aircraft Company, a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

[SEAL] Notary Public

My Appointment Expires:

REVISED -

Yingling Leasehold
Rental Arrangements

		Land Rent			
		Land Rent	Bldg/Prkg/ T-Hangars	Facility	Total
			Grass/Ramp	\$1.35 bldg rent	Improvement
Revenues		227,530 s.f.	282,186 s.f.	50,317 s.f.	Rent Credit to
WAA					
		Land Rate			
3/1/2001	-	12/31/2001	0.1982	37,580.37	46,607.72
56,606.63		(56,606.63)	84,188.09		
1/1/2002	-	12/31/2002	0.2081	47,348.99	58,722.91
67,927.95		(67,927.95)	106,071.90		
1/1/2003	-	12/31/2003	0.2185	49,715.31	61,657.64
67,927.95		(67,927.95)	111,372.95		
1/1/2004	-	12/31/2004	0.2294	52,195.38	64,733.47
67,927.95		(67,927.95)	116,928.85		
1/1/2005	-	11/20/2005	0.2409	48,655.02	60,342.65
60,297.69		(60,297.69)	108,997.67		
			235,495.07	292,064.39	320,688.16
(320,688.16)		527,559.46			

		Land Rent			
		Land Rent	Bldg/Prkg/ T-Hangars	Facility	Total
			Grass/Ramp	\$1.35 bldg rent	Improvement
Revenues		227,530 s.f.	259,479 s.f.	50,317 s.f.	Rent Credit to
WAA					
		Land Rate			
11/21/2005	-	12/31/2005	0.2409	6,156.96	7,021.50
7,630.26		(7,630.26)	13,178.46		

1/1/2006	-	12/31/2006	0.2529	57,542.34	65,622.24
67,927.95		(67,927.95)	123,164.58		
1/1/2007	-	12/31/2007	0.2655	60,409.22	68,891.67
67,927.95		(67,927.95)	129,300.89		
1/1/2008	-	12/31/2008	0.2788	63,435.36	72,342.75
67,927.95		(67,927.95)	135,778.11		
1/1/2009	-	12/31/2009	0.2927	66,598.03	75,949.50
67,927.95		(67,927.95)	142,547.53		
1/1/2010	-	12/31/2010	0.3073	69,919.97	79,737.90
67,927.95		(67,927.95)	149,657.87		
1/1/2011	-	12/31/2011	0.3227	73,423.93	83,733.87
67,927.95		(67,927.95)	157,157.80		
1/1/2012	-	12/31/2012	0.3388	77,087.16	87,911.49
67,927.95		(67,927.95)	164,998.65		
1/1/2013	-	12/31/2013	0.3557	80,932.42	92,296.68
67,927.95		(67,927.95)	173,229.10		
1/1/2014	-	12/31/2014	0.3735	84,982.46	96,915.41
67,927.95		(67,927.95)	181,897.87		
1/1/2015	-	12/31/2015	0.3922	89,237.27	101,767.66
67,927.95		(67,927.95)	191,004.93		
1/1/2016	-	12/31/2016	0.4118	93,696.85	106,853.45
67,927.95		(67,927.95)	200,550.30		
1/1/2017	-	12/31/2017	0.4324	98,383.97	112,198.72
67,927.95		(67,927.95)	210,582.69		
1/1/2018	-	12/31/2018	0.4540	103,298.62	117,803.47
67,927.95		(67,927.95)	221,102.09		
1/1/2019	-	12/31/2019	0.4767	108,463.55	123,693.64
67,927.95		(67,927.95)	232,157.19		
1/1/2020	-	12/31/2020	0.5005	113,878.77	129,869.24
67,927.95		(67,927.95)	243,748.01		
1/1/2021	-	2/28/2021	0.5255	19,927.84	22,726.04
11,321.33		(11,321.33)	42,653.88		
			1,267,374.72	1,445,335.23	1,037,870.84
(1,037,870.84)	2,712,709.95				
			1,502,869.79	1,737,399.62	1,358,559.00
(1,358,559.00)	3,240,269.41				

Agenda Item No. 61.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1336

TO: Wichita Airport Authority
SUBJECT: Cessna Aircraft Company – Supplement One
INITIATED BY: Department of Airports
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplement.

Background: In 1991, the Wichita Airport Authority leased 27.42 acres to Cessna Aircraft Company for taxiway access and engine run-ups. The agreement allows for land rent increases at certain intervals.

Analysis: Based upon the recommendation of the Martens Companies, both parties are agreeable to increasing the land rent from \$.03/sq.ft. to \$.045/sq.ft. for this land area.

Financial Considerations: The current annual land rent is \$35,832.46 per year. The \$.045 rate will result in revenue of \$53,748.68, for an increase of \$17,916.22 per year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through extending agreements which allow the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Two signature copies and 12 distribution copies.

SUPPLEMENT NO. 1

To

AMENDMENT TO SITE LEASE

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

And

CESSNA AIRCRAFT COMPANY

THIS SUPPLEMENT NO. 1, made and entered into this December 19, 2006, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, (“Landlord”), and CESSNA AIRCRAFT COMPANY (formerly known as The Cessna Aircraft Company) (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into a Site Lease dated May 1, 1990; an Amendment to Site Lease dated January 7, 1991; and a First Amended Site Lease dated May 1, 1997; and

WHEREAS, the Tenant is now desirous of further amending the Amendment to Site Lease for the purpose of adjusting the land rental rate.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

Schedule II, Schedule of Additional Site Rental Payments, second paragraph, first sentence shall be superseded by the following two sentences:

The Rent for the period May 1, 2005 through April 30, 2020 shall be at the rate of four and one-half cents (\$.045) per sq. ft., as mutually agreed between Landlord and Tenant. The Rent shall be adjusted on May 1, 2020 for the lease period May 1, 2020 through May 14, 2030, to an amount determined as hereinafter provided to be the fair market rental value of the Site on such adjustment date.

This Supplement No. 1 modifies the Amendment to Site Lease only to the extent and for the purposes set for herein. The remaining terms and covenants of the Amendment to Site Lease are hereby ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No. 1 the day and year first above written.

ATTEST: THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By Direction of the Wichita Airport Authority

By _____ By

Karen Sublett, City Clerk Carlos Mayans, President
"LANDLORD"

By: _____
Victor D. White, Director of Airports

ATTEST: CESSNA AIRCRAFT COMPANY

By _____ By

Title _____ Title

"TENANT"

APPROVED AS TO FORM: _____ Date:

Director of Law

Agenda Item No. 62.

City of Wichita
City Council Meeting
December 19, 2006

Agenda Report No. 06-1337

TO: Wichita Airport Authority

SUBJECT: Mid-Continent Airport
``Runway and Taxiway Shoulders Rehabilitation

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget and contract.

Background: The airfield paving projects are included in the Capital Improvement Program.

Analysis: The rehabilitation of runway and taxiway shoulders and runway blast pads is needed to preserve the infrastructure and minimize the occurrence of foreign object debris. Professional Engineering Consultants was selected by the Staff Screening and Selection Committee.

Financial Considerations: The contract amount for design and bid phase services is \$35,638. The total project cost is currently estimated to be \$700,000. Ultimate funding is expected from AIP Federal Grant funds, PFC funding, and General Obligation bonds paid for with Airport Revenue. Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining airfield pavements to serve the aviation community.

Legal Considerations: The Law Department has approved the contract and the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the contract, adopt the resolution, approve the capital budget, and authorize necessary signatures contingent on FAA approval.

Attachments: Three original signature copies and 12 distribution copies of the contract.

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

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

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

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, Runway and Taxiway Shoulders Rehabilitation to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Seven Hundred Thousand Dollars (\$700,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. 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.

ADOPTED at Wichita, Kansas, _____, _____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW