Posted
11-5-75

ACTION

		DATE
COMMITTEE		
M.A.P.C.		

B.C.C. ~~/B. CO. C.~~ Granted Special Permit 11-4-75
without conditions.

DR-75-32 - Request for Special
Permit for K.G.&E. Sub-Station.

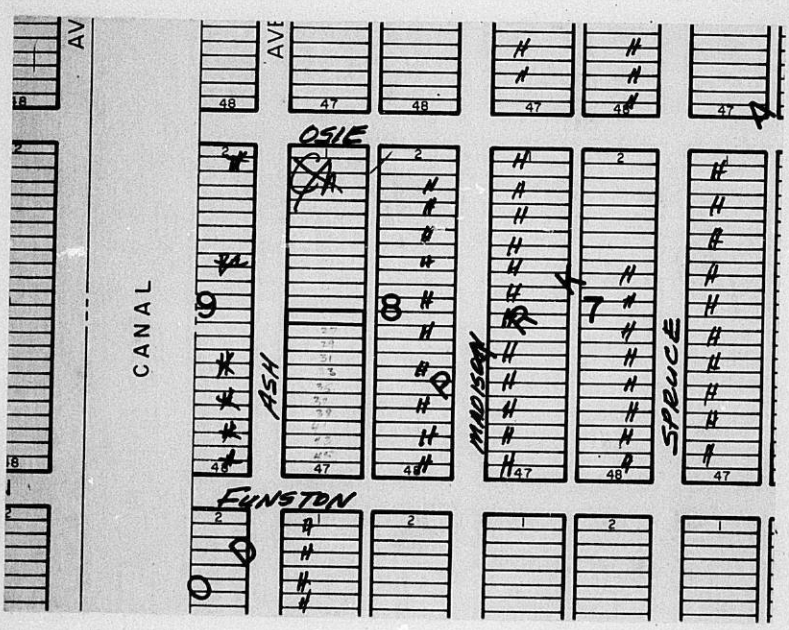
5645

Map No. 5645
Sec. 34
Twp. 27
Range 1E

BZA- 75-32
SCZ-
CU-
Filed

AREA DATA:
1. Acres: 0.96 (140 ft. by 300 ft.)
2. Adjoining Zoning: E S W N
3. Land Use: East SINGLE FAM South SINGLE FAM
West CANAL ROUTE North VACANT
4. Sketch Plan Land Use is for:
5. Present Land Use if for: VACANT
6. Area (is) (is not) platted.

PHOTO DATA:
Taken by Date Time



Simmons
No. 2-153C
HASTINGS, MIN.-LOS ANGELES
LOGAN OH.-MARSHALL, TX. U.S.A.

IMPORTANT MESSAGE

FOR Jack

DATE _____ TIME _____ A. M. / P. M.

WHILE YOU WERE AWAY

Jim Richards

OF R&E

PHONE No. _____

TELEPHONED		PLEASE CALL	
CALLED TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU	X	RETURNED YOUR CALL	

MESSAGE Waiting in Reception

SIGNED _____

FORM 000-017

Nov. 5, 1975

Robert Feldner, Superintendent Central Inspection

Jack H. Galbraith, Chief Planner

DR-32 - Request for Special Permit for K.G.&E. Substation.

The Board of City Commission at its regular meeting on November 4, 1975, considered a request from K.G.&E. that they be permitted a Utility Substation on odd numbered lots 25 - 47 of Block P, Linwood Park Addition which is adjacent to the Canal Route.

This substation is being required to be relocated due to the construction of the Canal Route. The Board of City Commissioners, by contract, on August 19, 1975, conveyed title to this property for the express purpose of relocating the substation. The action of the City Commission was to grant the special permit without conditions.

Jack H. Galbraith
Chief Planner

JHG:el

cc: John Riddell, Central Inspection

WICHITA-SEDGWICK COUNTY

DATE Oct. 30, 1975

METROPOLITAN AREA PLANNING DEPARTMENT

TO Ralph Wulz, City Manager

FROM Robert A. Lakin, Director of Planning

SUBJECT Special Permit for K.G.&E. Substation

Attached hereto is a request for a special permit to establish a substation on odd numbered lots 25 - 47 of Block 8, Linwood Park Addition which is adjacent to the Canal Route. This property is located in the "A" Two Family Dwelling District. In accordance with the provisions of the zoning ordinance, the Board of Commissioners may, by special permit and subject to such protective restrictions as it deems necessary, authorize the location of such a facility for a public utility.

This substation is being required to be relocated due to the construction of the canal route. The Board of City Commissioners, by contract, on August 19, 1975, conveyed title to this property for the express purpose of the relocation of a substation.

I have reviewed the plans submitted this date and find that the property will be screened from the adjacent residential properties to the south and east, and also from the parkway located on the canal route right-of-way. The landscaping around the facility is being planned by the consultant on the Canal Route.

RECOMMENDATION: It is recommended that a special permit for the establishment of a substation be approved.

Robert A. Lakin by G.L.

Robert A. Lakin
Director of Planning

RAL:GL;el

KANSAS GAS AND ELECTRIC COMPANY

October 29, 1975

DON H. ELLIOTT
DIVISION MANAGER

Mr Ralph Wulz
City Manager
City of Wichita
204 South Main
Wichita, Kansas 67202

Re: Canal Substation
2100 East Funston

Dear Mr Wulz:

This is a request for a Special Permit to establish the new Canal Substation which is being relocated due to the construction of the Canal Route. Exchange of property and all financial considerations have been completed with federal, state and city government.

I refer you to the contract executed August 19, 1975 between the City of Wichita and KG&E for further detail. It has been our understanding that this contract once consummated, precluded the need for further permits, etc. We apparently overlooked, however, the need of a Special Permit and are requesting same at this time. We appreciate your early consideration of this matter.

Sincerely,

Don H. Elliott

DHE/jh

201 N. Market — Wichita, Kansas — Mail Address: P. O. Box 208 / Wichita, Kansas 67201 — Telephone: Area Code (316) 264-1111

LETTER REQUESTING RENEWAL OF STUDY OF FLOOD POTENTIAL AT PARK CITY

A Letter Requesting the Corps of Engineers to Renew its Study of Flood Potential at Park City, presented.

This letter to the Corps of Engineers responds to a petition signed by Park City residents presented to Congressman Garner E. Shriver asking that flood control protection on the Main Branch of Chisholm Creek be improved. The petition followed June 3, 1975, flooding in the area.

The City and County are joint sponsors of the flood control project in the area and the proposed letter would be signed jointly by the City and the County together with the Park City Improvement District.

The Flood Control Act makes provisions for studies and improvements of this type; however, the local sponsors must bear costs of construction in excess of $1,000,000 and agree to operate and maintain the facility after construction.

Recommendation

Director of Public Works recommended approval. City Manager concurred.

Motion--

Stevens moved that the Mayor be authorized to sign the letter on behalf of the City.

George Wilton

George Wilton, Superintendent of Public Works Maintenance, reviewed the potential flood hazard and answered questions by the Commission.

--carried

Motion carried 5 to 0.

K. G. & E. AGREEMENT - for relocation of sub-station for I-35 Right-of-Way

An Agreement with Kansas Gas & Electric Company for Relocation of a Sub-station for I-35 Right-of-Way, presented.

The proposed agreement provides for an exchange of property on the west side of Ash between Osie and Harry for property on the east side of Ash between Funston and Osie for relocation of the KG&E Electric Sub-station. The present site is required for right-of-way of I-35.

KG&E will pay the difference between the cost of the new site and the amount paid for the present site as a result of the increased size of the new site. The cost difference is $34,188. The fence and building on the present site are to be removed by the City after other facilities are moved.

Recommendation

Phillip Mellor, Special Counsel for acquisition of land for I-35 for the City recommends approval. City Manager concurred.

Motion--
--carried

Stevens moved that the agreement be approved and the Mayor be authorized to sign on behalf of the City. Motion carried 5 to 0.

AGREEMENT WITH BD. OF EDUCATION & STATE HIGHWAY COMM. - facilities at East High School

An Agreement with the Board of Education and the State Highway Commission concerning facilities at East High School.

The proposed agreement relates to the replacement of facilities displaced by the construction of I-35W and includes new facilities at the present site and at a site to be designated.

8/5/75

CONTRACT

THIS AGREEMENT, made and entered into this 19 day of August 1975,

BY AND BETWEEN

CITY OF WICHITA, KANSAS, acting by its Board of Commissioners

AND

KANSAS GAS AND ELECTRIC COMPANY, hereinafter referred to as

"KG&E"

WITNESSETH: That

WHEREAS, the City of Wichita, in order to complete construction of the project commonly referred to as the "Canal Route" and more specifically referred to as Project 35W-87 I-35W-1(33), may acquire an easement and right-of-way for street and highway purposes over and through certain real property, the title to which is vested and held by KG&E and devoted to use as an electric power substation, and

WHEREAS, KG&E acknowledges the necessity of the acquisition by the City of Wichita of such interest in the substation property, and acknowledges the power of the City of Wichita to proceed by eminent domain, if necessary, and

WHEREAS, the existing substation is a major electric transmission switching center and is a terminal of four 69 kv lines and other electric transmission lines, and the parties recognize that their respective purposes i.e. construction of a public highway and operation of an electric public utility substation and terminal site, both are public purpose uses, and

WHEREAS, the parties desire to facilitate the orderly economical construction of KG&E facilities on the proposed site (hereinafter identified) including conveyance of valid title to property to the end that KG&E may use the proposed site for its electric public utility purposes and maintain its quiet enjoyment thereof.

WHEREAS, the parties recognize that the measure of just compensation to be paid in such a case is the amount that will provide the equivalent necessary replacement for the property so taken, and further recognize that the interests of the public upon which the burden of payment rests, require that the award must not be in excess of strict equivalency.

NOW, THEREFORE, the parties hereto agree as follows:

1. KG&E will convey to the City of Wichita all of its right, title and interest in and to the

> Even numbered Lots 30 through 44, Block 2, Linwood Park Addition, Wichita, Sedgwick County, Kansas,

hereinafter referred to as "present location," and KG&E will acquire the real property described as

> Odd numbered Lots 25 through 47, Block 8, Linwood Park Addition, Wichita, Sedgwick County, Kansas,

hereinafter referred to as "proposed location."

2. KG&E agrees to accept, and the City of Wichita agrees to pay, as just compensation for acquisition by the City of the interest to be acquired in the present location, the exact amount necessary to acquire the marketable fee title to the proposed location, less $34,188 which sum represents that proportion of the total cost of acquisition by which the proposed location exceeds the size of the present location.

The parties agree that the foregoing property and money, together with the additional provisions of this Agreement, constitute the

equivalent necessary replacement for the interest of KG&E in the present location to be acquired by the City.

3. The City has heretofore purchased the proposed location. Conveyances have been obtained by general warranty deeds from the previous owners to KG&E. Such deeds presently are in possession of the City and have not been recorded, and will be delivered to KG&E upon execution of this Contract.

4. The City has paid all costs of acquiring the proposed location and will pay such additional necessary costs to evidence marketable title.

5. The City, upon request of KG&E, will provide receipts or other evidence of satisfactory payment of all costs in the acquisition of the proposed location.

6. KG&E agrees to adopt such corporate resolutions as may be necessary, and to do all other acts and things required fully to give effect to the agreements herein contained.

7. City agrees to warrant and defend the title to the proposed site for the benefit of KG&E, its successors and assigns, when and after said property is conveyed to KG&E.

8. KG&E agrees to cooperate in seeking the favorable judicial determination provided for in paragraph 11, to the extent of joining as a party in said litigation, PROVIDED, However, that City will save and hold KG&E harmless of and from and will pay or otherwise satisfy any and all expenses, costs, damages, loss, attorney fees, court costs, awards, and fees of engineers, appraisers, experts and other professional persons, consultants and technicians, and any and all other charges reasonably arising or to arise out of said litigation and which is to be carried on at the sole risk and expense of the City. In this connection, it is understood that the City is to employ and pay for the services and expenses of special counsel to carry on

said litigation in behalf of the parties.

9. Payment of said items referred to in paragraph 8 thereof directly by the City shall constitute compliance with the City's obligations under and shall be deemed to be in implementation of the provisions and objectives of this Agreement.

10. When all of the covenants herein provided for performance by the City have been timely performed, and the relocation completed, then KG&E will execute a conveyance of valid and merchantable title of all of its interest in the present site real property to the City, which conveyance shall not cover any improvements, installations and facilities therein, notwithstanding that such improvements, facilities and installations may be attached to the realty, PROVIDED, However, that such facilities, improvements and installations shall be removed therefrom prior to surrender of possession which surrender of possession will occur within sixty (60) days after said conveyance and after energizing the substation at the proposed site, and PROVIDED, Further that the fence and building located on the present site shall become the property of the City and shall be removed by it.

11. In the event the validity of this Agreement or the power and authority of the parties to make and carry out this Agreement is questioned through judicial proceedings, then neither party shall be obligated to proceed until there is a final determination of such matter, PROVIDED, However, that the right of KG&E to maintain its existing substation facilities shall not be impaired by any such delay.

12. Further, the parties hereto, in recognition of the fact that funds for the acquisition of right-of-way for the highway project are obtained from the State of Kansas and from the United States Government, agree that this Contract shall not become binding and effective

upon the contracting parties until such time as it has been approved by the State Highway Commission and Federal Highway Administration, each acting by its authorized representatives. City of Wichita shall promptly seek such approval and notify KG&E when it is received.

13. Funds for the project are provided by and are presently available from the State and Federal Governments. The parties further understand and agree that performance by either party of their obligations under this contract is contingent upon there first having been made a utility agreement between KG&E and the State Highway Commission and approved by the Federal Highway Administration.

14. The City warrants that it has complied with the "Uniform Relocation Assistance and Real Property Acquisition Act of 1970, in connection with acquisition of the proposed site.

15. The records pertaining to this Contract shall be available for a period of not less than three (3) years after payment of the final voucher on the project and shall be accessible to the State Highway Commission and/or Federal Highway Administration.

IN WITNESS WHEREOF, the contracting parties have executed this Agreement in four (4) counterparts, the day and year first hereinabove wirtten.

ATTEST:

DONALD C. GISICK, CITY CLERK

ATTEST:

CITY OF WICHITA, KANSAS

By CONNIE A. PETERS, MAYOR

KANSAS GAS AND ELECTRIC COMPANY

By

FORM APPROVED:

JOHN DEKKER, Director of Law
Wichita, Kansas

RALPH FOSTER, General Counsel
Kansas Gas and
Electric Company