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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. January 26, 2016

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of regular meeting on January 19, 2016

II. CONSENT AGENDA ITEMS 1 THROUGH 8

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

*****WORKSHOP TO FOLLOW*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 8)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated January 25, 2016.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u> Jennifer Renae Bauer	<u>2016</u> Bricktown Brewery-Wichita**	<u>(Consumption on Premises)</u> 2142 North Tyler Road
<u>Renew</u> Amzad Chowdhuoy Terry L Held	<u>2016</u> PP Station*** Walmart #1221***	<u>(Consumption off Premises)</u> 2601 North Broadway 6110 West Kellogg

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

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

3. Minutes of Advisory Boards/Commissions:

Board of Park Commissioners, December 14, 2015
Joint Investment Committee, December 3, 2015
Board of Building Code Standards and Appeals, December 7, 2015
Wichita Public Library, December 15, 2015
Board of Electric Appeals, December 8, 2015
Bicycle and Pedestrian Advisory Board, September 14, 2015
Bicycle and Pedestrian Advisory Board, December 10, 2015

RECOMMENDED ACTION: Receive and file.

4. 2016-2017 Kansas Impaired Driving Deterrence Program (IDDP).

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

5. Request to Amend a Previously Adopted Resolution of Support for Application for Housing Tax Credits: Sunnydale Pointe Apartments. (District VI)

RECOMMENDED ACTION: Adopt the resolution for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with partial waiver of the 20% market-rate unit requirement, to allow for a 10% market-rate unit requirement.

6. Donation of a Squad Truck and Firefighter Clothing to Cancun, Mexico.

RECOMMENDED ACTION: Authorize the donation of the squad truck and the firefighter clothing to the City of Cancun, Mexico.

7. Second Reading Ordinances: (First Read January 19, 2016)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

8. *SUB2015-00040 -- Plat of Terrace Sands Addition Located on the North Side of 29th Street North, West of Hoover Road. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

II. CONSENT HOUSING AGENDA ITEMS

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

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

City of Wichita
City Council Meeting
January 26, 2016

TO: Mayor and City Council
SUBJECT: 2016-2017 Kansas Impaired Driving Deterrence Program (IDDP)
INITIATED BY: Police Department
AGENDA: Consent

Recommendation: Approve the grant application and agreement.

Background: Since 2003, the Wichita Police Department (WPD) has participated in the Kansas Department of Transportation's Impaired Driving Deterrence Program (IDDP), which provides overtime pay for officers enforcing DUI laws. The program is designed to help local law enforcement agencies dedicate time and resources to increase awareness of the dangers of driving impaired. It emphasizes DUI enforcement coupled with a public education and awareness component designed to deter impaired driving. The enforcement aspect of the program requires the utilization of two sobriety checkpoints and six saturation patrols in the course of each program year.

Analysis: Participation in IDDP will allow the Police Department to supplement normal staffing and routine enforcement efforts with additional, dedicated DUI enforcement personnel. Public education opportunities will accompany the enforcement exercises to heighten awareness, modify perceptions, and deter impaired driving.

Financial Considerations: The Kansas Department of Transportation will reimburse the Police Department for overtime incurred while performing DUI checkpoints and saturation patrols and commodities purchased for the program. The grant application includes total funding of \$21,584 for the two program years. No local match is required.

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

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

Attachments: Grant application and agreement.

Application for Impaired Driving Deterrence Program (IDDP) Grant

Kansas Department of Transportation, Bureau of Transportation Safety & Technology
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

General Agency Information

City of Wichita - Police Dept.

Name of Applicant Agency

Interim Chief Nelson Mosley

Name of Agency Head

Captain Gavin Seiler

Name of Project Contact Person

455 N. Main

Mailing Address

Wichita

City

67202-1600

Zip Code

(316) 268-4158

Agency Head Phone #

316-350-344-0

Contact phone 13 Cell Phone

Same

Street Address, if Post Office Box entered above

(316) 858-7751

Agency Head FAX #

316-858-7505

Contact Person Fax #

Mayor Jeff Longwell

Person duly authorized to commit the city or county to contracts

Nmosley@wichita.gov

Agency Head E-mail Address

gseller@wichita.gov

Contact person E-Mail Address

Expectations:

- ✓ Each fall, IDDP contractors will submit a projected schedule of saturation patrols and sobriety check lanes for the period, October 1 – September 30. At least one event will be a check lane. Recommended is a schedule comprised of two check lanes and five to seven saturation patrols.
- ✓ No IDDP events mounted by agencies which also contract to do STEP enforcement will take place during the three STEP campaigns, which occur 1) **Thanksgiving Week**, 2) over the two-week period that straddles the official Memorial Day (**Click It or Ticket**), and 3) over the DUI campaign, which starts two weekends prior to Labor Day weekend – on Thursday – and goes through Labor Day (**You Drink. You Drive. You Lose**). Furthermore, it is strongly recommended that local enforcements not be scheduled close before a STEP campaign where they would have the potential to reduce the overtime-eligible pool of volunteers available for that campaign.
- ✓ IDDP contractors will make every reasonable effort to complete their schedules. Should a date change be necessary, KDOT Traffic Safety will be notified at halbett@ksdot.org as soon as possible. This is especially significant in the case of check lanes because KDOT law enforcement liaisons (LELs) and representatives of the KHP Breath Alcohol Unit often monitor them.
- ✓ Over the IDDP year, an agency will average at least two vehicle stops per hour of reimbursed IDDP enforcement.
- ✓ Agencies will operate under a written vehicle safety restraint policy – either departmental or by governing authority – that covers all occupants (adult and child). A model policy is available from KDOT Traffic Safety: halbett@ksdot.org or 785-296-3618.

REIMBURSEMENT INSTRUCTIONS

Desired reimbursement method:
(If direct deposit, see instructions at bottom.)

Direct Deposit

Reimbursement checks should be made payable to:

City of Wichita - Police Department

Reimbursement checks will be mailed to the address above unless a different one is entered here. Also any financial contact person for the grant is listed here:

Financial contact: Debbie Nguyen, ph: (316) 268-4115

Federal Employee ID No. (FEIN): **48-6000653**

Data Universal Numbering System (DUNS) No.: **043063460**

System for Award Management (SAM) Expiration Date: **5/28/2016**

* If arrangements for direct deposit of grant reimbursements have not been made previously, contact Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603 Phone: (785) 296-3205, FAX: (785) 296-7927

KDOT and GRANTEE AWARD INFORMATION

Contract Periods	This Year: 10/1/2015 9/30/2016
	Full Period: 10/1/2015 9/30/2017
Contract Number	AL- 9096 -16
Approved Grant Amt. (Fed. \$ Obligated) - Year 1	\$10,700
Approved Grant Amt. (Fed. \$ Obligated) - Year 2	\$10,884
Federal Funding Source	Section 405(d)
FAIN and Award Date	18X920405DKS13 6/28/2013
Recipient Match Amt.	None
Fed. Awarding Agency	National Highway Traffic Safety Admin.
Research & Dev. Funds	None
Indirect Cost Rate	NA
Local Benefit %	100% Local Benefit
CMS No.	03516 9096
CFDA #	20.616 National Priority Safety Programs (A)

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

**THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto**

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the non-discrimination clauses, below.

CLARIFICATION

Where the term "Consultant" appears in the following seven "Non-discrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

NON-DISCRIMINATION CLAUSES

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1) Compliance with regulations: The Consultant will comply with the regulations of the U. S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation:

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
- (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898: To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with Executive Order 12898.

(9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 9/29/11)

KANSAS DEPARTMENT OF TRANSPORTATION Certification of the Project Agency

I hereby certify that I am **Interim Chief Nelson Mosley** and am the duly authorized representative of the **City of Wichita - Police Dept.** and that neither I, nor the above agency I here represent, has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above project agency) to solicit or secure this Agreement; or
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

X 

Interim Chief Nelson Mosley
City of Wichita - Police Dept.

1/5/16

 Date:

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provisions:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a; Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the .

1st day of October 2015

1) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2) Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3) Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4) Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5) Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended; in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violations shall constitute a breach of contract and the contract may be cancelled, terminated, or suspended, in whole or in part by the contracting state agency or the Kansas Department of Administration. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6) Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7) Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8) Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9) Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10) Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11) Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 48-1101 et seq.

12) The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13) Campaign Contributions/Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence and officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Contract Period:	FFY 2016	See contr
Project Number:	SP-4704-16	
Contract No. & Title:	AL 9096-16 Wichita Police Department - I.D.D.P.	
Agency Name:	Wichita Police Department	
Address:	455 N. Main	
City:	Wichita	
Zip Code:	67202	
Contact Person:	Capt. Gavin Seiler	
e-Mail:	gseiler@wichita.gov	
Phone Number:	316-350-3444	
Unit of Government:	City of Wichita, KS	
Yr 1 commodities?	If yes, enter \$500 in cell O51 on tab MasterMRV1	
Yr 2 commodities?	If yes, enter \$500 in cell O51 on tab MasterMRV1	

SUBMIT ONE ORIGINAL SIGNED MRV
Please print on green paper

**HIGHWAY SAFETY PROJECT - IDDP CONTRACT
MONTHLY REIMBURSEMENT VOUCHER (MRV) - 1**

Voucher for Month of _____ Date Prepared: 12/31/2015
 Project No. and Title: AL 0098-18 Wichita Police Department - I.D.D.P. Ph. No.: 316-350-3444
 Agency Name: Wichita Police Department Contact Person: Capt. Gavin Sailer Email: gsailer@wichita.gov

I certify that to the best of my knowledge and belief the data below are correct, that all outlays were made and costs incurred in accordance with the grant conditions and other agreements, that payment is due and has not been previously requested, and that source documents are on file for review upon request.

Submitted By: _____ Date: _____
 Project Director (Chief or Sheriff) SIGNATURE

Unit of Government: City of Wichita, KS
 (Checks will be made payable to unit of Government or Contracting Entity)

SECTION A-MONTHLY ACTIVITY TRACKING
Project Director Complete This Section

Mobilization 1	Mobilization 2 (if Applicable)	Mobilization 3 (if Applicable)	Total for Month
			\$0.00

SECTION B-PROJECT FINANCIAL SUMMARY
Project Director Complete The Section

	Expenditures This Month	Expenditures Previous Months	Total Expenditures To Date
Personal Services:	\$0.00	\$0.00	\$0.00
Commodities:	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00
STATE USE ONLY - Soft Match (KHP)			

SECTION C-BUDGET TRACKING SECTION
Project Director Complete The Section

	Approved Contract Amount	Total Expenditures To Date	Balance of Contract Amount
Personal Services:	\$10,200.00	\$0.00	\$10,200.00
Commodities:	\$500.00	\$0.00	\$500.00
Total:	\$10,700.00	\$0.00	\$10,700.00

Attach the original IDDP Activity Report(s) with MRV.
 Reimbursement form (MRV) is due by the 30th of the month following the month of the start of the mobilization.
 Mail one signed original document on green paper to:

**KANSAS DEPARTMENT OF TRANSPORTATION
 BUREAU OF TRAFFIC SAFETY
 700 SW HARRISON STREET
 TOPEKA, KANSAS 66603-3764**

STATE USE ONLY

Previous Claims
Total Claims
Less Retainage
Sub Total
Less Previous Payment
Pay This Amount
APPROVED FOR PAYMENT
KDOT/BTS _____ DATE

**KANSAS DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY
Impaired Driving Deterrence Program (IDDP)**

PARTIES:

Michael S. King, Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:

**Interim Chief Nelson Mosley
City of Wichita - Police Dept.**

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number above and the city or county listed above, hereinafter referred to as the "Project." The Project is further identified by the Impaired Driving Deterrence Program (IDDP) Fact Sheet, available by calling 785-296-3618.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2015**

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the added salary and approved commodity expenses incurred in the performance of the Project Agreement in the following amounts:

Year 1: 10,700

Year 2: 10,884

2) To reimburse the Project Agency for approved expenses following receipt of required time sheets, invoices, and other accounting documents and activity reports.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform additional impaired driving law enforcement patrol activities in each year's IDDP campaign schedule issued by the Secretary. While maintaining the impaired driving focus and schedule, the contracting agency also agrees to enforce and report on general traffic enforcement activities.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by: **September 30, 2017**

4) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

5) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.

6) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.

7) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.

8) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.

9) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

10) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Government and Non-Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule.)

The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.

11) If it has not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

12) The Project Agency agrees it shall maintain current registrations in the System for Award Management (SAM) (<http://www.sam.gov>) at all times during which it has active federal awards.

13) That the agency has, operates under, or will have in place within one year, a policy which requires employees to comply with stipulations of the Kansas Safety Belt Use (K.S.A. 8-2503) and Child Passenger Safety (K.S.A. 8-1344) Acts when engaged in official travel by public or private vehicle. A model policy is available from KDOT (785-286-3618) upon request.

14) That it is reasonable for KDOT to expect an average of at least two (2) enforcement contacts per reimbursed hour of enforcement by the Project Agency over the term of each STEP year.

Article III - THE PARTIES AGREE:

1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.

3) The IDDP Project Information Sheet, Attachment 1, is incorporated by reference and made a part of this Agreement.

4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.

5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.

6) The provisions found in the Contractual Provisions Attachment (Form DA-148a, Rev. 04-11) which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

7) If the total value of this agreement exceeds \$100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 5 to this agreement and be incorporated by reference and made a part thereof.

8) This Agreement shall be binding upon the parties hereto and their successors and assigns.

9) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10) The goal of this contract is to reduce death and injury on Kansas roads. A strategic combination of education and enforcement plays a vital role in achieving this reduction.

LOCAL AUTHORIZING OFFICIALS

X

Mayor Jeff Longwell

X 

Interim Chief Nelson Mosley

KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King
Secretary of Transportation for
the State of Kansas

Form Approved
From 12/8/2015 to 2/28/2016
By JIC, Legal Dept. KDOT

Revised 10/2015

Approved as to Form:

By: 

City of Wichita
City Council Meeting
January 26, 2016

TO: Mayor and City Council

SUBJECT: Request to Amend a Previously Adopted Resolution of Support for Application for Housing Tax Credits: Sunnydale Pointe Apartments (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Adopt the resolution for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with partial waiver of the 20% market-rate unit requirement, to allow for a 10% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The program can provide a substantial portion of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government when submitting applications for financing through the program.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Metropolitan Area Building and Construction Department (MABCD) also review the project for zoning and design appropriateness and provide comments regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and MABCD, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

On February 10, 2015, the City Council adopted a resolution of support for a HTC application to be submitted by Zimmerman Properties, LLC (Zimmerman Properties), in connection with site acquisition and development of the Sunnydale Pointe Apartments, to be located on a tract of land with the approximate address of 600 W. 33rd Street North. The resolution of support was adopted following successful completion of all reviews required under the City's Housing Tax Credit policy, and recommendation for adoption by DAB VI, DCC and the Planning Department. Zimmerman Properties proceeded to submit the application, but did not receive a HTC allocation for the project.

Analysis: Representatives of Zimmerman Properties contacted Housing and Community Services Department (HCS) staff, and advised of the intent to re-submit the HTC application for the Sunnydale Pointe project, in February 2016. Staff was further advised that a co-developer, WindyRidge Developments, LLC, will become part of the application/development entity. Key individuals of Zimmerman Properties, LLC, include Vaughn Zimmerman, Rebecca Zimmerman, Justin Zimmerman, and Donna Zimmerman. The key individual for WindyRidge Developments, LLC, is William Caton.

The characteristics of the proposed Sunnydale Pointe Apartments project have not changed. The proposed location is a tract of land with the approximate address of 600 W. 33rd Street North. The proposed apartment project would offer 48 apartment units, including 24 two-bedroom apartments and 24

three-bedroom apartments within three buildings. Apartments will feature a living room, a dining room, two full size baths, and a fully-equipped kitchen. A washing machine and dryer will also be provided within each unit. The applicant also proposes to construct a clubhouse which will include a community room, a kitchenette, a computer work center/library, and an exercise room. Exterior common areas will include two children's "playscapes" as well as picnic tables and outdoor grills.

Preliminary tax credit rent amounts, net of utility allowances, have been adjusted slightly, and are estimated to be between \$435 and \$590 for the two-bedroom units, and between \$496 and \$695 for the three-bedroom units. One unit is proposed to be offered to a homeless individual at zero rent.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The applicant is requesting partial waiver of this requirement, and is seeking to provide 10% of the units (five units) as market-rate units, citing extenuating circumstances related to market conditions. The applicant believes the market conditions support a deviation from the guideline because the additional income that could be generated from additional non-HTC units would be minimal, at best, and would not support additional debt service without a substantial waiver of the applicant's fee, which cannot be entirely recovered. Monthly rent amounts for the non-HTC (market-rate) units are estimated to be \$615 for the two-bedroom units and \$720 for the three-bedroom units.

The Planning Department reviewed the proposed project and recommends adoption of the resolution of support for the application for HTCs, stating that the proposed project involves the infill development of vacant property and would be a positive addition to the neighborhood, and would also utilize available capacity in the City's existing public infrastructure. The property is zoned Limited Commercial (LC). The LC zoning district permits apartments at a density of up to 75 units per acre. The proposed project density is approximately 14 units per acre. The subject site is a portion of one very large platted lot in the Northgate Center Addition, recorded in 1964. The portion of the lot proposed for the apartments is undeveloped, while the western half of the lot is developed with a small shopping center with a different owner. Therefore, a lot split would be necessary in order to obtain a building permit.

The land to the north of the site is zoned Single-Family (SF-5), and is developed with single-family residences. The Planning Department report includes requirement of a six-foot high wooden fence, solid evergreen landscaping, or a landscaped berm, or some combination of the three is required to provide screening along the north property line, except when a 15-foot wide landscape buffer contiguous to the SF-5 zoned properties is provided. One shade tree and five shrubs for every 30 feet of abutting lot line or one shade tree every 20 feet meets the landscape buffer requirement. The proposed project will also trigger landscape ordinance requirements. Dumpsters and outdoor work areas are required to be located 20 feet from property zoned SF-5. Parking lot lighting poles, when located within 200 feet of residential use properties are limited to 15 feet in height or less. Building height is limited to 35 feet when located within 50 feet of SF-5 zoning.

MABCD reviewed the project proposal and the preliminary site plan. The proposed parking capacity is sufficient, but some of the Americans with Disabilities Act (ADA) parking spaces may require relocation in order to provide the shortest path of travel to a building entrance. Fair Housing Act provisions will apply to ground level units, with respect to accessibility, and the clubhouse will be subject to ADA provisions. MABCD also provided comments regarding the location of fire hydrants, and noted that the internal circulation drive must be 26 feet in width to accommodate fire department apparatus, based on the height of the structures. A storm water quality permit will be required, prior to the issuance of a building permit. The site is located within a protected "X" Federal Emergency Management Association (FEMA) flood zone.

On February 2, 2015, DAB VI voted (5-0) to recommend adoption of the resolution of support, with partial waiver of the 20% market rate unit requirement. The DCC also voted to recommend adoption of the resolution of support with the partial waiver, as part of the project review process.

Housing and Community Services (HCS) staff believes that the proposed project will provide safe, clean, affordable rental housing, and recommends adoption of a resolution of support by the City Council with

partial waiver of the 20% market rate unit requirement. HCS staff considers the applicant's request for the partial waiver to be reasonable, based on review of the applicant's pro forma financials and cash flow projections, and an informal survey of apartment rent amounts within the surrounding area.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Vetting of the developer and co-developer was conducted by Office of Economic Development staff. There were no outstanding issues noted.

Financial Considerations: The total project cost is estimated to be \$5,900,000, including \$4,200,000 in construction costs. The project will be financed with HTCs, a private bank loan, and deferred developer fees. The City will not be involved in the financing of the project.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with partial waiver of the 20% market-rate unit requirement, to allow for a 10% market-rate unit requirement.

Attachment: Resolution.

RESOLUTION NO. 16-022

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Zimmerman Properties, LLC and Windy Ridge Developments LLC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, except the West 445 feet thereof, Northgate Center Addition, Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will contain up to 48 apartment units including 24 one-bedroom units, and 24 three-bedroom units, a clubhouse/community building and children's play area, with 21 two-bedroom units and 22 three-bedroom units subject to the restrictions imposed by the Kansas Housing Resources Corporation, for purposes of enforcing the requirements of the Low-Income Housing Tax Credit Program.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until January 26, 2017. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Metropolitan Area Building and Construction Department, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 26th day of January, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
January 26, 2016

TO: Mayor and City Council

SUBJECT: Donation of a Squad Truck and Firefighter Clothing to Cancun, Mexico

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Authorize the donation of the squad truck and firefighter clothing to Cancun, Mexico.

Background: The City of Wichita has designated four cities as Sister Cities: Cancun, Mexico; Orleans, France; Kaifeng, China; and Tlalnepantla, Mexico. The Wichita Area Sister Cities organization provides an opportunity for city-to-city exchanges focused on education, economic and community development and art and culture. The relationships between Wichita and its sister cities allows people from different cultures to understand, appreciate and celebrate differences while building partnerships to champion peace and prosperity.

The City of Wichita most recently engaged in an exchange with Cancun, Mexico in the fall of 2015. One outcome of the visit was a request by the City of Cancun for the donation of a fire truck (squad) and firefighter clothing. The Wichita Fire Department recently decommissioned a squad truck and firefighter clothing with limited remaining useful life, providing an opportunity for a donation to the City of Cancun, Mexico.

Analysis: City of Wichita Administrative Regulation 2.2 authorizes the City to declare property and equipment surplus when it is excess to the needs of the department or when it is obsolete or is no longer economically feasible to repair or maintain. The squad truck and the firefighter clothing both meet the definition of surplus property and can be either sold or donated.

Given the need identified by the City of Cancun, staff is recommending donation of the truck and the clothing. The City of Cancun will be responsible for costs associated with transporting the vehicle to Mexico and securing the necessary customs documents related to the donation.

Financial Considerations: The squad truck has an estimated value of \$9,500 based on recent City surplus property auctions and the value of the clothing is nominal.

Legal Considerations: The Law Department has reviewed and approved the donation. The Kansas Tort Claims Act [K.S.A. 75-6104 (w)] provides legal immunity from a claim arising in tort liability for a governmental entity's donation of used fire equipment.

Recommendations/Actions: It is recommended that the City Council authorize the donation of the squad truck and the firefighter clothing to the City of Cancun, Mexico.

Second Reading Ordinances for January 26, 2016 (first read on January 19th, 2016)

A. Ordinance Creating Section 2.04.235 pertaining to Council Procedures for Quazi-Judicial Hearings.

ORDINANCE NO. 50-146

AN ORDINANCE CREATING SECTION 2.04.235 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CONDUCT OF COUNCIL ON QUASI-JUDICIAL MATTERS.

City of Wichita
City Council Meeting
January 26, 2016

TO: Mayor and City Council

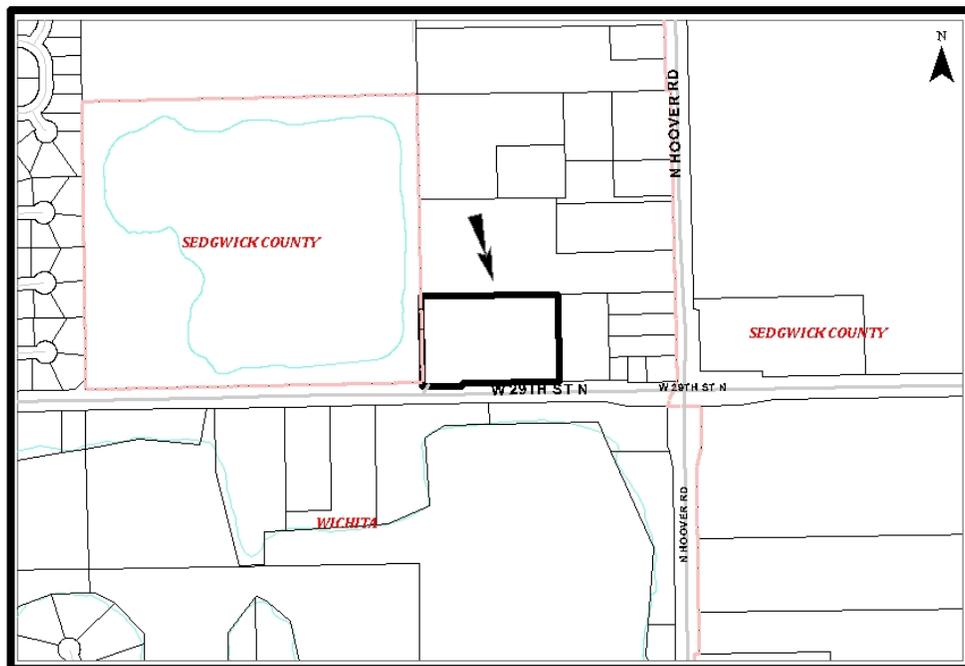
SUBJECT: SUB2015-00040 -- Plat of Terrace Sands Addition Located on the North Side of 29th Street North, West of Hoover Road (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)



Background: The site consists of one lot on 5.85 acres. A zone change (ZON2015-00012) has been approved from Single-Family Residential (SF-5) to Limited Commercial (LC) in addition to a conditional use (CON2015-00010) for a self-service warehouse.

Analysis: The site has been approved by the Environmental Health Division for the use of on-site sewage disposal facilities. Water service is available to the site. The applicant has provided a No Protest Agreement for Future Sewer Extension. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. A Restrictive Covenant was required assuring that only residential-type wastes would be generated until such time as a municipal sewer system is available.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the No Protest Agreement for Future Sewer Extension, Drive Approach Closure Certificate and Restrictive Covenant as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: No Protest Agreement for Future Sewer Extension
Drive Approach Closure Certificate
Restrictive Covenant
Ordinance

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this 17TH day of DECEMBER, 2015 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Francis Hitschmann, Owner, party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) [is/are] the owner(s) of real property legally described as:

Lot 1, Block 1, Terrace Sands, an Addition to Wichita, Sedgwick County, Kansas,
and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant [Owner's/Owners'] request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.
2. Owner(s), on [his/her/its/their] own behalf and on behalf of [his/her/its/their] heirs, assigns and successors in interest, irrevocably waive(s) [his/her/its/their] right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of [his/her/its/their] right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against [Owner's/Owners'] said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I/We, Francis Hitschmann, owner(s) of Lot 1, Block 1, Terrace Sands, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that the No Protest Agreement for future extension of sanitary sewer improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within of Lot 1, Block 1, Terrace Sands, an Addition to Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Francis Hitschmann, Manager, on behalf of Superior Self Storage of Wichita, LLC, owner of that certain real property to be known as Lot 1, Block 1, Terrace Sands, an Addition to Wichita, Sedgwick County, Kansas, is in the process of being platted, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches within areas of proposed complete access control on 29th Street North per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. - bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 17 day of December, 2015.

Superior Self Storage of Wichita, LLC
Francis Hitschmann Manager
Francis Hitschmann

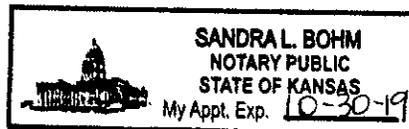
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17th day of December, 2015 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Francis Hitschmann, Manager of Superior Self Storage of Wichita, LLC, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHERE OF, I have here unto set my hand and affixed my official seal the day and year above written.

[Signature]
Notary Public

SEAL
(My Commission Expires: 10-30-19)



APPROVED AS TO FORM?
Jennifer Magaña, City Attorney & Director of Law

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED Francis Hitschmann, Manager, on behalf of Superior Self Storage of Wichita, LLC, owner of the following described real property:

Lot 1, Block 1, Terrace Sands, an Addition to Wichita, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of the property receiving plat approval from the appropriate governmental authorities, the undersigned agrees and covenants that non-domestic wastes are prohibited on the site until public sewer is available.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the property is served with public sanitary sewer.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Superior Self Storage of Wichita, LLC

Francis Hitschmann Manager
Francis Hitschmann

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17TH day of December, 2015 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Francis Hitschmann, Manager of Superior Self Storage of Wichita, LLC, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHERE OF, I have here unto set my hand and affixed my official seal the day and year above written.

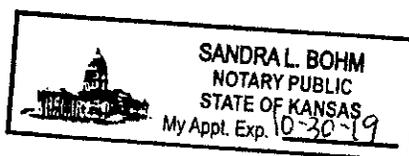
Sandra L. Bohm
Notary Public

SEAL

(My Commission Expires: 10-30-19)

APPROVED AS TO FORM:

Jennifer Magaña
Jennifer Magaña, City Attorney & Director of Law



(OCA150004)

Published in The Wichita Eagle on _____

ORDINANCE NO. 50-147

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. ZON2015-00012

Zone change request from Single-Family Residential (SF-5) to Limited Commercial (LC) on property described as:

Terrace Sands Addition, Wichita, Sedgwick County, Kansas.

Generally located on the North Side of 29th Street North, West of Hoover Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 2nd day of February, 2016.

ATTEST:

Karen Sublett, City Clerk

Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law