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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. January 28, 2014

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on January 14, 2014

II. CONSENT AGENDAS (ITEMS 1 THROUGH 26)

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

1. Approval of travel expenses for Vice Mayor Pete Meitzner to attend the House and Senate Transportation Committee Meeting in Topeka, Kansas, January 29, 2014.

RECOMMENDED ACTION: Approve the expenditures.

2. Approval of travel for Mayor Carl Brewer and Council Member Lavonta Williams to attend The Kansas Black Chamber of Commerce & World Trade Center of Kansas City Business Forum in Kansas City, Missouri, February 7, 2014. No expenses will be incurred by the City of Wichita.

RECOMMENDED ACTION: Approve the travel.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 26)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated January 27, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Gerard Rodriguez	Anna Murdoc's Café**	209 East William Su101
Alfred Abdelmaseh	Shesha Lounge**	2106 North Amidon
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Amzad Chowdhury	PP Station***	2601 North Broadway
Anastasia Ryan	Two Brothers BBQ***	3750 North Woodlawn SU102
John A Mann	Walgreens #2750***	5555 South Broadway
John A Mann	Walgreens #5768***	5505 East Harry
John A Mann	Walgreens #5793***	6710 North West
John A Mann	Walgreens #6006***	9525 East 21 Street North
John A Mann	Walgreens #6170***	555 North Maize Road
John A Mann	Walgreens #6362***	333 West 13th
John A Mann	Walgreens #7147***	1555 South Broadway
John A Mann	Walgreens #5770***	3150 South Seneca

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Revised Petitions for Improvements to Courtyards at Auburn Hills Addition. (District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. K-96 and Greenwich Interchange – NuStar Relocation Agreement. (District II)

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

6. Design Services Agreement:

- a. Agreement for Design Services for Courtyards at Auburn Hills Addition. (District IV)

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

7. Change Order:

- a. Change Order No. 4 and Revised Storm Water Drain Petition for Frontgate Addition. (District II)

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

8. Minutes of Advisory Boards/Commissions

Joint Investment Committee, December 5, 2013
Historic Preservation Board, December 13, 2013
Airport Advisory Board, December 2, 2013
Wichita Public Library, December 17, 2013

RECOMMENDED ACTION: Receive and file.

9. Report on Claims for December 2013.

RECOMMENDED ACTION: Receive and file.

10. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$18,375.73 as full settlement of all possible claims arising out of the events which are the subject of this claim.

11. Fire Apparatus Replacement Program.

RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

12. Funding and Supplemental Agreement No. 2 for Improvements to K-96 and Hoover. (District VI)

RECOMMENDED ACTION: Approve Supplemental Agreement No. 2 and revised budget, adopt the amending resolution, and authorize all necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

13. Amending Ordinance for Improvements to Harry, Greenwich to 127th Street East. (District II)

RECOMMENDED ACTION: Place the amending ordinance on first reading and authorize the necessary signatures.

14. Improvements to the 21st Street North Bridge between Mosley and New York. (District VI)

RECOMMENDED ACTION: Approve the revised budget and Supplemental Agreement No. 1, place the amending ordinance on first reading, and authorize the necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

15. Improvements to the Douglas Bridge at Linden. (District II)

RECOMMENDED ACTION: Approve the revised budget and Supplemental Agreement No. 1, place the amending ordinance on first reading, and authorize the necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

16. Notice of Intent to Use Debt Financing - ACT 3 Terminal Building Allowance No. 1.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

17. Second Reading Ordinances: (First Read January 14, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

18. *SUB2013-00033 -- Plat of Passivhaus Addition Located South of Kellogg, on the East Side of Main.
(District III)

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

19. *SUB2013-00049 -- Plat of Glen Meadows 2nd Addition located south of 21st Street North, west of Greenwich.
(District II)

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

20. *VAC2013-00043 - Request to vacate a portion of a platted utility easement, on properties generally located on the southwest corner of 2nd Street and West Street. (District VI)

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

21. *VAC2013-00044 - Request to vacate a portion of a platted utility easement; generally located north of 47th Street South, north of Sunview Avenue west of Kansas Highway K-15 and Clifton Avenue, on the west side of Cumberland Street. (City of Wichita's 3-mile ring subdivision jurisdiction)

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

22. *A14-01 - Request by R&R Realty LLC and Edgewater Homeowners' Association to Annex Lands Generally Located South of 45th Street North Approximately One-Half Mile West of Hoover Road. (District VI)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

23. *Air Capital Terminal 3 (ACT 3) Allowance No. 1 Budget Initiation, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Initiate the project and approve the budget.

24. *Clear Channel Outdoor, Inc. - Wichita Mid-Continent Airport.

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

25. *Parking Facilities Program - Change Order No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

26. *South Maintenance Yard Paving and Drainage Improvements - Budget Adjustment and Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget increase and the supplemental agreement and authorize the necessary signatures.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 28, 2014**

- a. Decel/Left turn lane and incidental drainage improvements on Maize Road Newmarket V Addition (south of 29th Street North, west of Maize) (472-84607/766294/490312) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$1,275,000.00

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 28, 2014**

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90600 to serve Northborough Third Addition (District II) (448-90600/735491/470-164) – Total Estimated Cost \$40,810.

PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90600 to serve Northborough Third Addition (District II) (448-90600/735491/470-164) – Total Estimated Cost \$40,810.

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Exhibit _____

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: Revised Petitions for Improvements to Courtyards at Auburn Hills Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petitions and adopt the amending resolutions.

Background: On November 19, 2013, the City Council approved petitions for sanitary sewer and paving improvements to serve Courtyards at Auburn Hills Addition. The developer has submitted a revised paving petition which redistributes the assessment of costs within the improvement district. The developer has also submitted revised sanitary sewer petitions to reflect a revised layout. The layout was changed in an effort to preserve more trees. The petitions also reflect a change in the lots served by each phase of the sanitary sewer improvements.

Analysis: The projects will provide paving and sanitary sewer improvements to serve a new residential development located north of Kellogg, west of 135th Street West.

Financial Considerations: The petition totals remain as previously approved, which are \$841,000 for the paving, and \$289,000 and \$166,000 for the first and second phases of sanitary sewer improvements. The first phase of sanitary sewer improvements will also be assessed a sanitary sewer main benefit fee of \$45,085. The funding source for all of the projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the revised petitions and amending resolutions as to form.

Recommendation/Action: It is recommended that the City Council approve the revised petitions, adopt the amending resolutions, and authorize the necessary signatures.

Attachments: Revised petitions and amending resolutions.

RECEIVED

DEC 17 '13

CITY CLERK OFFICE

PAVING & DRAINAGE PETITION

Phase 1

To the Mayor and City Council
Wichita, Kansas

472-85128
revised

Dear Council Members:

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

COURTYARDS AT AUBURN HILLS ADDITION

Lots 1 through 46, Block 1;
Lots 1 through 30, Block 2;

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

- (a) That there be constructed within the area described above, Paving on Verona from the West line of S 135th Street to the Southwest corner of lot 7, Block 2; Paving on Verona Circle from the West Edge of Verona to the Southwest corner of Lot 15, Block 1; Paving on Verona Court from the North Edge of Verona to a point approximately 85 linear feet to the north serving Lots 1 and 2, Block 1; Paving on Siena from the South line of Verona to the Southwest corner of Lot 41, Block 1; and Paving on Siena Court from the West edge of Siena to a point approximately 180 linear feet to the West serving Lots 20 through 30, Block 2. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Eight Hundred Forty One Thousand Dollars (\$841,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to

redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 17, Block 1; Courtyards at Auburn Hills Addition shall each pay 185/10,000 of the total cost payable by the improvement district. Lots 18 through 39, Block 1, and Lots 15 through 19, Block 2; Courtyards at Auburn Hills Addition shall each pay 69/10,000 of the total cost payable by the improvement district. Lot 40, Block 1; and Lots 8 through 14, Block 2; Courtyards at Auburn Hills Addition shall each pay 72/10,000 of the total cost payable by the improvement district. Lots 41 through 46, Block 1, Lots 1 through 7, Block 2, and Lots 20 through 30; Block 2; Courtyards at Auburn Hills Addition shall each pay 184/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

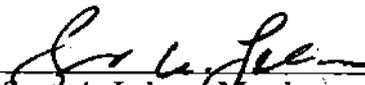
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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COURTYARDS AT AUBURN HILLS ADDITION
Lots 1 through 46, Block 1; and Lots 1 through 30, Block 2; Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas.

PERFECTION SIGNATURE PROPERTIES, LLC
A Kansas Limited Liability Company

By: 
Scott A. Lehner, Member

By: 
Jason R. Ronk, Member

**COURTYARDS AT AUBURN HILLS ADDITION
PAVING PHASE 1 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Extension
AC Pavement	6100	SY	\$ 22.00	\$ 134,200.00
Comb Curb and Gutter	3550	LF	\$ 12.00	\$ 42,600.00
Base Coarse	7300	SY	\$ 10.00	\$ 73,000.00
Concrete Pavement (Reinforced)	1000	SY	\$ 50.00	\$ 50,000.00
Valley Gutter	90	SY	\$ 35.00	\$ 3,150.00
Inlet/Manhole	14	EA	\$ 3,000.00	\$ 42,000.00
End Section	2	EA	\$ 2,500.00	\$ 5,000.00
Excavation	30000	CY	\$ 2.50	\$ 75,000.00
Compacted Fill	30000	CY	\$ 1.50	\$ 45,000.00
Sidewalk	8350	SF	\$ 3.00	\$ 25,050.00
15" SWS	160	LF	\$ 35.00	\$ 5,600.00
18" SWS	500	LF	\$ 40.00	\$ 20,000.00
24" SWS	60	LF	\$ 50.00	\$ 3,000.00
30" SWS	40	LF	\$ 70.00	\$ 2,800.00
36" SWS	471	LF	\$ 85.00	\$ 40,035.00
Contingencies @ 10% +/-				\$ 56,643.50
Construction Total				\$ 623,078.50
35% Engineering, Administration, Etc.				\$ 218,077.48
TOTAL				<u>\$ 841,155.98</u>

For Petition Use \$841,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia X. Wemack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17 day of December 2013.



Jeni Edwards
Deputy City Clerk

3

RECEIVED

DEC 17 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION
PHASE 2

To the Mayor and City Council
Wichita, Kansas

Lot 64, C15
468 - 84918
revised

Dear Council Members:

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

COURTYARDS AT AUBURN HILLS ADDITION

Lots 18 through 39, Block 1;
Lots 15 through 19, Block 2;

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Sixty Six Thousand Dollars (\$166,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 18 through 39, Block 1; and Lots 15 through 19, Block 2; Courtyards at Auburn Hills Addition shall each pay 1/27 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

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

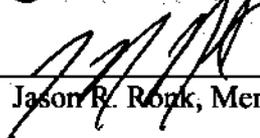
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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COURTYARDS AT AUBURN HILLS ADDITION
Lots 18 through 39, Block 1; and Lots 15 through 19, Block 2; Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas.

PERFECTION SIGNATURE PROPERTIES, LLC
A Kansas Limited Liability Company

By: 
Scott A. Lehner, Member

By: 
Jason B. Ronk, Member

**COURTYARDS AT AUBURN HILLS ADDITION
SANITARY SEWER PHASE 2 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	1200	LF	\$ 24.00		\$ 28,800.00
Manholes	7	EA	\$ 3,000.00		\$ 21,000.00
Service Line Double	5	EA	\$ 2,000.00		\$ 10,000.00
Riser	12	EA	\$ 1,200.00		\$ 14,400.00
Stub	11	EA	\$ 700.00		\$ 7,700.00
Sand Backfill	1200	LF	\$ 25.00		\$ 30,000.00
				Contingencies @ 10% +/-	\$ 11,190.00
				Construction Total	\$ 123,090.00
				35% Engineering, Administration, Etc.	\$ 43,081.50
				TOTAL	\$ 166,171.50

For Petition Use \$166,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia V. Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17 day of December 20 13.



Janis Edwards
Deputy City Clerk

RECEIVED

DEC 17 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION
PHASE 1

To the Mayor and City Council
Wichita, Kansas

Lot 63, C15
468-84917
revised

Dear Council Members:

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

COURTYARDS AT AUBURN HILLS ADDITION

Lots 1 through 17, and 40 through 46, Block 1;
Lots 1 through 14, and 20 through 30, Block 2;

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Two Hundred Eighty Nine Thousand Dollars (\$289,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Forty Five Thousand Eighty Five Dollars (\$45,085.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because

the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 17, and 40 through 46, Block 1; and Lots 1 through 14, and 20 through 30, Block 2; Courtyards at Auburn Hills Addition shall each pay 1/49 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
 - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
- 3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
 - 4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

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

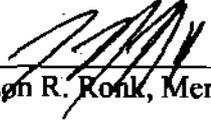
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

COURTYARDS AT AUBURN HILLS ADDITION
Lots 1 through 17, and 40 through 46, Block 1;
and Lots 1 through 14, and 20 through 30, Block
2; Courtyards at Auburn Hills Addition, an
addition to Wichita, Sedgwick County, Kansas.

PERFECTION SIGNATURE PROPERTIES, LLC
A Kansas Limited Liability Company

By: 
Scott A. Lehner, Member

By: 
Jason R. Ronk, Member

**COURTYARDS AT AUBURN HILLS ADDITION
SANITARY SEWER PHASE 1 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	2100	LF	\$ 24.00		\$ 50,400.00
Connection to Exist MH	1	LF	\$ 1,500.00		\$ 1,500.00
Manholes	17	EA	\$ 3,000.00		\$ 51,000.00
Service Line Double	10	EA	\$ 2,000.00		\$ 20,000.00
Riser	8	EA	\$ 1,200.00		\$ 9,600.00
Stub	21	EA	\$ 700.00		\$ 14,700.00
Sand Backfill	1900	LF	\$ 25.00		\$ 47,500.00
				Contingencies @ 10% +/-	\$ 19,470.00
				Construction Total	\$ 214,170.00
				35% Engineering, Administration, Etc.	\$ 74,959.50
				TOTAL	\$ 289,129.50

For Petition Use \$289,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia X. Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 17 day of December 2013.



Jennie Edwards
Deputy City Clerk

First Published in the Wichita Eagle on January 31, 2014

RESOLUTION NO. 14-037

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON VERONA FROM THE WEST LINE OF S 135TH STREET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2; PAVING ON VERONA CIRCLE FROM THE WEST EDGE OF VERONA TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 1; PAVING ON VERONA COURT FROM THE NORTH EDGE OF VERONA TO A POINT APPROXIMATELY 85 LINEAR FEET TO THE NORTH SERVING LOTS 1 AND 2, BLOCK 1; PAVING ON SIENA FROM THE SOUTH LINE OF VERONA TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 1; AND PAVING ON SIENA COURT FROM THE WEST EDGE OF SIENA TO A POINT APPROXIMATELY 180 LINEAR FEET TO THE WEST SERVING LOTS 20 THROUGH 30, BLOCK 2 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 472-85128 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON VERONA FROM THE WEST LINE OF S 135TH STREET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2; PAVING ON VERONA CIRCLE FROM THE WEST EDGE OF VERONA TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 1; PAVING ON VERONA COURT FROM THE NORTH EDGE OF VERONA TO A POINT APPROXIMATELY 85 LINEAR FEET TO THE NORTH SERVING LOTS 1 AND 2, BLOCK 1; PAVING ON SIENA FROM THE SOUTH LINE OF VERONA TO THE SOUTHWEST CORNER OF LOT 41, BLOCK 1; AND PAVING ON SIENA COURT FROM THE WEST EDGE OF SIENA TO A POINT APPROXIMATELY 180 LINEAR FEET TO THE WEST SERVING LOTS 20 THROUGH 30, BLOCK 2 (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 472-85128 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 13-207 adopted on November 19, 2013 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Verona from the west line of S 135th Street to the southwest corner of Lot 7, Block 2; paving on Verona Circle from the west edge of Verona to the southwest corner of Lot 15, Block 1; paving on Verona Court from the north edge of Verona to a point approximately 85 linear feet to the north serving Lots 1 and 2, Block 1; paving on Siena from the south line of Verona to the southwest corner of Lot 41, Block 1; and paving on Siena Court from the west edge of Siena to a point approximately 180 linear feet to the west serving Lots 20 through 30, Block 2 (north of Kellogg, west of 135th St. West) 472-85128.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Eight Hundred Forty-One Thousand Dollars (\$841,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COURTYARDS AT AUBURN HILLS ADDITION

Lots 1 through 46, Block 1
Lots 1 through 30, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 17, Block 1, COURTYARDS AT AUBURN HILLS ADDITION shall each pay 185/10,000 of the total cost payable to the improvement district. Lots 18 through 39, Block 1, and Lots 15 through 19, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 69/10,000 of the total cost payable to the improvement district. Lot 40, Block 1; and Lots 8 through 14, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 72/10,000 of the total cost payable to the improvement district. Lots 41 through 46, Block 1, Lots 1 through 7, Block 2, and Lots 20 through 30, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 184/10,000 of the total cost payable to the improvement district

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment

for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 28th day of
January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 31, 2014

RESOLUTION NO. 14-038

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 64, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84918** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 64, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84918** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 13-206 adopted on November 19, 2013 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 64, Cowskin Interceptor Sewer, (north of Kellogg, west of 135th St. West) 468-84918.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Sixty-Six Thousand Dollars (\$166,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COURTYARDS AT AUBURN HILLS ADDITION

Lots 18 through 39, Block 1

Lots 15 through 19, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 18 through 39, Block 1; and Lots 15 through 19, Block 2; **COURTYARDS AT AUBURN HILLS ADDITION** shall each pay 1/27 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 31, 2014

RESOLUTION NO. 14-039

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 63, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84917** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 63, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, WEST OF 135TH ST. WEST) 468-84917** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **13-205** adopted on **November 19, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 63, Cowskin Interceptor Sewer, (north of Kellogg, west of 135th St. West) 468-84917**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Eighty-Nine Thousand Dollars (\$289,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2013** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Forty-Five Thousand Eighty-Five Dollars (\$45,085).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COURTYARDS AT AUBURN HILLS ADDITION

Lots 1 through 17, and 40 through 46, Block 1

Lots 1 through 14, and 20 through 30, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 17, and 40 through 46, Block 1; and Lots 1 through 14, and 20 through 30, Block 2; COURTYARDS AT AUBURN HILLS ADDITION shall each pay 1/49 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of January 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: K-96 and Greenwich Interchange – NuStar Relocation Agreement (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On January 7, 2014, the City Council approved a revised budget for design, right-of-way acquisition, utility relocation, and construction of improvements to the interchange at K-96 and Greenwich.

Analysis: The proposed widening of Greenwich Road requires a gas main owned by NuStar Energy, L.P., to be lowered approximately two feet to meet minimum coverage requirements. Relocation work will be performed by NuStar. An agreement has been prepared authorizing the work and establishing the basis for reimbursement by the City. The cost for relocation is the responsibility of the City since the NuStar line is located in a private easement.

Financial Consideration: The estimated cost of the relocation is \$30,683. Payment to NuStar will be on a cost reimbursable basis and funding is available in the existing approved budget. The agreement provides that costs in excess of 10% of the stated estimate will be presented to the City for express written consent prior to being incurred by NuStar.

Legal Considerations: The agreement has been reviewed and 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.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, is made and entered into as of the ____ day of _____, 2014. (the "Effective Date") by and between **NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**, hereinafter referred to as "Company", having 19003 IH-10 West, San Antonio, Texas 78257, and **THE CITY OF WICHITA**, a Kansas municipal corporation, as Party of the Second Part, hereinafter referred to as "City", whether one or more, with an address of 455 North Main, 7th Floor, Wichita, KS 67203.

WITNESSETH:

THAT WHEREAS, Company is the owner of one (1) eight-inch (8") petroleum product pipeline, which line is hereinafter referred to as the "Pipeline" and the requisite easement rights conveyed to Company's predecessor in Volume 310 Page 566 of the Sedgwick County Register of Deeds (the "Easement") and therefore located in part in the following described land, to-wit:

NW/4 of the SW/4 of Section 3, Township 27 South, Range 2 East of the 6th P.M., City of Wichita, Sedgwick County, Kansas; and

WHEREAS, City and Company are desirous of entering into an agreement whereby certain alterations will be made to the Pipeline (the "Work") prior to City Construction of street paving, water and sewer improvements associated with City project #472-85066; and

WHEREAS, Company is agreeable to entering into such an agreement, provided City reimburses Company for its actual costs of completing the Work.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Company agrees to perform the Work and City **AGREES TO PAY FOR COMPANY'S ACTUAL COSTS ATTRIBUTABLE THERETO**. The scope and estimated cost details of said Work being more fully described in Exhibit "A" (the "Cost Estimate") and depicted in Exhibit "B" (the "Map") and made a part hereof.

2. The estimated cost of the Work is **THIRTY THOUSAND SIX HUNDRED AND EIGHTY THREE DOLLARS (\$30,683)**. Company agrees that City's reimbursement obligation for Actual Costs, as defined below will not exceed the estimated cost set forth herein by more than ten percent (10%) without consultation with the City and City express written consent. Company agrees that it will use cost effective means available in the reasonable performance of the Work.

3. City agrees to reimburse Company for all Actual Costs incurred by Company for the Work. "Actual Costs" are defined as labor, materials, transportation, insurance, and overhead charges properly allocable to the Work, supervision, surveys, permits, rental of tools, equipment, machinery, and other direct and indirect costs employed on the Work. Actual Costs shall not include any profit to Company.

4. CITY AGREES TO PAY COMPANY THE SUM OF THIRTY THOUSAND SIX HUNDRED AND EIGHTY THREE DOLLARS (\$30,683).

5. City shall reimburse Company without any setoff or deduction for the Actual Costs upon receipt of invoices supported by such evidence of payment made by Company as may be reasonably required by City. Upon completion of the Work, Company will invoice City for any remaining Actual Costs and City agrees to pay such invoice, without setoff or deduction within ten (10) days after the date of the invoice, supported by such evidence of payment made by Company as may be reasonably required by City. Should City cancel the Work at any time prior to completion, City agrees to promptly reimburse

Company any Actual Costs incurred by Company prior to notice of cancellation. So far as practicable, separate records shall be maintained by Company on all items and account which shall constitute the basis of information from which the invoices will be prepared. Payments received forty-five (45) calendar days or more past the date of invoice shall be deemed past due. Interest at the rate of (a) eight (8%) per annum or (b) the highest rate permitted by applicable law, whichever is lower, shall be automatically due and payable to company on all past due amounts calculated from the due date until paid in full.

6. Each party (the "Indemnifying Party") agrees to indemnify, defend, and save and the other party and any parent and affiliates and the employees, officers, directors and agents thereof (collectively, the "Indemnified Party"), harmless from and against any loss, cost or expense incurred by the Indemnified Party, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, or are claimed to have risen out of the construction, operations of the Indemnifying Party, its contractors and subcontractors, on the Company easement described above. If the Indemnifying Party is required to defend the Indemnified Party under this Agreement, the Indemnifying Party shall provide outside counsel reasonably acceptable to the Indemnified Party for said defense within ten (10) days of the Indemnified Party's notice to the Indemnifying Party requesting defense. If the Indemnifying Party fails to provide such counsel within this time period, then the Indemnified Party may appoint their own outside counsel at the Indemnifying Party's expense for said defense until the Indemnifying Party provides such counsel. Notwithstanding anything to the contrary, the foregoing obligation shall be limited to the extent caused by the negligence or willful misconduct of the Indemnifying Party.

7. In the event the Actual Costs incurred for the Work exceed the estimated amount as stated in Exhibit "A", Company will forward an itemized invoice to City reflecting the amount equal to 100% of the Actual Costs incurred above the estimated amount, as stated Exhibit "A". The City agrees to pay all Actual Costs other than those which may be arbitrary or capricious.

8. It is expressly understood that Company may perform its obligations under this agreement or may have others perform such obligations.

9. It is expressly understood by the parties hereto that Company is not abandoning any right, title or interest it may have in the above described land.

10. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the adjustments to the Pipeline made by and between Company and City.

11. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

EXECUTED in duplicate originals on the date set forth above the Effective Date.

"COMPANY"
NuStar Pipeline Operating Partnership L.P.

**By NuStar Pipeline Company, LLC It's
General Partner**

By: _____
Printed Name: _____
Title: Vice President

"City"

THE CITY OF WICHITA

A Kansas municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

Name: _____

Title: City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

NuStar Energy, L.P.

COST ESTIMATE DETAIL

K96 & Greenwich Pipe Lowering

SE corner of K96 & Greenwich in Wichita, KS (Reimbursement)

DATE: 09/24/2013

PROJECT: 100% Reimbursement		PAGE: 1 OF 2			
AFE NO.	LOC. CODE:	PROJECT LOCATION: Sedgwick County (Wichita - Augusta Pipe Segment)			
TOTAL QTY.	DESCRIPTION	Unit Price, \$	Total Price, \$	Total Group Cost	REMARKS
Personnel					
1	Superintendent	50 hrs., 0 hrs. OT	\$3,647.50		RATE \$72.95/hr., OT \$109.43/hr.
1	Welder	50 hrs., 0 hrs. OT	\$3,577.00		RATE \$71.54/hr., OT \$107.31/hr.
1	Maintenance Tech	50 hrs., 0 hrs. OT	\$2,852.50		RATE \$58.05/hr., OT \$88.88/hr.
1	Operator	60 hrs., 0 hrs. OT	\$2,312.60		RATE \$48.25/hr., OT \$69.38/hr.
1	Engineering	5 hrs., 0 hrs. OT	\$805.15		RATE \$161.03/hr., OT \$241.85/hr.
1	Drafting Designer	5 hrs., 0 hrs. OT	\$568.95		RATE \$113.79/hr., OT \$170.69/hr.
1	Project Administrator	2 hrs., 0 hrs. OT	\$108.60		RATE \$54.30/hr., OT \$81.45/hr.
	TOTAL PERSONNEL:			\$13,972.20	
Travel:					
		(Daily Rate)			
4	Hotel Stay	\$150.00	\$3,000.00		4 employees for 5 days
4	Per Diem	\$85.00	\$1,300.00		4 employees for 5 days
	TOTAL TRAVEL:			\$4,300.00	
Materials :					
2	Densoc outerwrap coating	\$150.00	\$300.00		\$150 per roll
1	Backfill	\$1,000.00	\$1,000.00		
1	Misc.	\$500.00	\$500.00		
	TOTAL MATERIALS:			\$1,800.00	
Equipment:					
5	Pick-up	\$138.48	\$692.40		5 days
5	Welding Truck	\$260.64	\$1,303.20		5 days
5	Backhoe w/trailer	\$496.00	\$2,484.80		5 days
5	Winch Truck	\$203.30	\$1,016.80		5 days
	TOTAL EQUIPMENT:			\$5,497.20	
TOTAL ESTIMATE (LESS FREIGHT, TAX, CONTEGENCY, INTEREST & OVERHEAD):				\$26,589.40	
Indirect Cost:					
	Project Contingency (10%)		\$2,558.94		
	Freight/Tax (10%)		\$2,558.94		
	TOTAL INDIRECT:			\$5,117.88	
TOTAL ESTIMATE :				\$30,683.28	

NuStar Energy, L.P.

COST ESTIMATE DETAIL
K96 & Greenwich Pipe Lowering

SE corner of K96 & Greenwich in Wichita, KS (Reimbursement)

9/24/2013

PROJECT: 100% Reimbursement

PAGE: 2 OF 2

AFE NO. LOC. CODE: PROJECT LOCATION: Sedgwick County (Wichita - Augusta Pipe Segment)

Scope of Work:

The City of Wichita has plans to add two ramps and accel/decel lanes at the intersection of K96 and Greenwich. The accel/decel lanes require the widen of K-96, which moves the flow line of the ditch. This will affect the coverage on NuStar's 8" Wichita to Augusta pipeline segment 1,200' east of Greenwich.

After further review by NuStar's engineer, it is required that NuStar's pipeline be lowered approximately 2 feet from its current location in order to meet the minimum requirements of 3 feet of coverage from top of pipe to bottom of ditch.

NuStar will excavate approximately 200 ft. upstream and downstream from the point of the ditch location. This will allow our pipeline to be lowered at the appropriate depth.

NuStar will perform a visual inspection of our pipeline for any coating or pipe damage. All repairs will be at the cost of the City of Wichita.

NuStar will backfill the pipe with the appropriate soil type.

This estimate does not include cost associated with any soil contamination removal.

TOTAL ESTIMATE: \$30,683

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Courtyards at Auburn Hills Addition
(District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On November 19, 2013, the City Council approved petitions for water, sewer, and paving improvements to serve Courtyards at Auburn Hills Addition, north of Kellogg, west of 135th Street West.

Analysis: The proposed agreement between the City and MKEC Engineering Consultants, Inc. provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$91,200 and will be paid by special assessments.

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

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 CIT OF WICHITA, KANSAS

And

MKEC ENGINEERING CONSULTANTS, INC.

For

COURTYARDS AT AUBURN HILLS ADDITION

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTIN SSTEM NO. 448-90616 serving lots 1 through 17 and Lots 41 through 46, Block 1; Lots 1 through 7 and Lots 20 through 30, Block 2, Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th St W) (Project no 448-90616).

LATERAL 68 COWSKIN INTERCEPTOR SEWER serving lots 1 through 17 and Lots 41 through 46, Block 1; Lots 1 through 7 and Lots 20 through 30, Block 2, Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th St W) (Project no 468-84917).

VERONA serving lots 1 through 46, Block 1 and Lots 1 through 30, Block 2, Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th St W) (Project no 472-85128)

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 Bay Country Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**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 **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 90616	\$7,500.00
Project No. 468 84917	\$21,400.00
Project No. 472 85128	\$62,300.00
TOTAL	<u>\$91,200.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the project.
 - 4. A major change in the scope of services for the project.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER

harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

(Name/Title)
Gregory J Allison, P.E. Vice President

ATTEST:

Cynthia A. Womack, Admin. Asst

SCOPE OF SERVICES
Courtyards at Auburn Hills Addition
(north of Kellogg, west of 135th St. W.)
(Project No. 448-90616/468-84917/472-85128)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit "A"**.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention.** On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit "A"**.
3. **Soils and Foundation Investigations.** The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study.** When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications.** Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY'S Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement 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 or 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. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. 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.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- (a) Field check plans of the project for distribution to utilities by 120 days from NTP.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 120 days from NTP

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” - Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.’s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets

- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial

- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
ELEVATION SHALL BE TO TOP OF ROCK BASE.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – CIP Scope of Services

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: Office Check:

UTILITY: _____ Checked by _____ on _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Utility will need to relocate and is interested in **proposed** ROW (IF applicable)
- Private Easement Documentation Attached

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Plan Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance

with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
January 28, 2014**

TO: Mayor and City Council

SUBJECT: Change Order No. 4 and Revised Storm Water Drain Petition for Frontgate Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and change order; adopt the amending resolution.

Background: On May 21, 2013, the City Council approved petitions for sanitary sewer, storm water drain, and water distribution system improvements to serve Frontgate Addition. Construction began in July 2013.

The following contract items have been processed or approved by the City Council to-date:

Item	Date	Provided	Cost
Contract	June 11, 2013	Original construction contract for sanitary sewer, storm water drain, and water improvements.	\$422,850
CO No. 1	August 5, 2013	Removal of two abandoned water wells which were not shown on records used during the planning phase.	\$1,914
CO No. 2	September 4, 2013	Rework of drainage, sanitary sewer, and water improvements as a result of a surveying error.	\$29,599
CO No. 3	September 17, 2013	Installation of a valve on an existing line to reduce service interruption time for the affected homeowner and increase accessibility for future waterline testing.	\$200
Total of original contract and all change orders to-date:			\$454,563

Analysis: Mass grading within the project area resulted in an excess of excavated dirt. This excess material was originally designated for stockpile on empty lots, but the developer has since sold the lots resulting in the need to haul away the excess dirt. A change order has been prepared to authorize the additional work.

The developer has submitted a revised storm water drain petition to increase the project budget. This increase is necessary to cover the cost of the change order.

Financial Considerations: The cost of the additional work is \$60,500 and will be paid by special assessments. The total of this and all previous change orders represents 22% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. The addition of this change order brings the contract total to \$515,063.

The existing budget is \$595,000, comprised of \$97,000 from the water petition, \$155,000 from the sanitary sewer petition, and \$343,000 from the original storm water drain petition. The revised storm water drain petition total is \$410,000, bringing the total revised budget to \$662,000.

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

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

Attachments: Change Order No. 4, revised petition, amending resolution, and budget sheet.



To: McCullough Excavation, Inc.

Project: Lateral 433 FMC Tied W/ SWD #387
Tied W/ WDS to serve Frontgate Addition

Change Order No.: 4
Purchase Order No.: 340436
CHARGE TO OCA No.: 751517

Project No.: 468-84879/468-84880/448-90592
OCA No.: 744350/751517/735488
PPN: 480042 /485408/470161

Please perform the following extra work at a cost not to exceed \$60,500.00

Additional Work:

Contractor is to haul off and dispose of the dirt stock pile from lots 17-22 of Block A.

Reason for Additional Work:

The excess dirt from the mass grading project, which is now completed, was designated to be stockpiled on lots 17-22. The developer has recently sold these lots and needs to start digging basements. The excess dirt needs hauled offsite so construction of the basements can begin.

Line #	KDOT #	Item	Negot/Bid	Qty	Unit Price	Extension
ADD:	NA	Remove Stockpile	Negot.	1 LS @	67,210 =	\$60,500.00
Total =						\$60,500.00

CIP Budget Amount: \$155,000.00 (744350) \$343,000.00+\$67,000.00 (751517) \$97,000.00 (735488)	Original Contract Amt.: \$422,850.00
Consultant: Baughman	Current CO Amt.: \$60,500.00
Total Exp. & Encum. To Date: \$290,910.58	Amt. of Previous CO's: \$31,712.85
CO Amount: \$60,500.00	Total of All CO's: \$92,212.85
Unencum. Bal. After CO: \$58,589.42	% of Orig. Contract / 25% Max.: 21.80%
	Adjusted Contract Amt.: \$515,062.85

Recommended By: Justin Westhoff

Approved:

Steve Degenhardt, P.E. Date
Construction Division Manager

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved

Contractor Date

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____
City Clerk

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I. ENGINEERING REFERENCE #: 468-84880

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jan 28, 2014 REQUEST DATE:

PROJECT #: 485408 PROJECT TITLE: SWD 387 to serve Frontgate Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: SWD 387 to serve Frontgate Addition

OCA #: 751517 OCA TITLE: SWD 387 to serve Frontgate Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$343,000.00	\$67,000.00	\$410,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$343,000.00	\$67,000.00	\$410,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$343,000.00	\$67,000.00	\$410,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$343,000.00	\$67,000.00	\$410,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED

JAN 7 '14

STORM WATER DRAIN PETITION

CITY CLERK OFFICE **REVISED**

To the Mayor and City Council
Wichita, Kansas

SWD 387
468-84880

Dear Council Members:

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

FRONTGATE ADDITION

Lots 1 through 22, Block A
Lots 1 through 6, Block B
Lots 1 through 10, Block C

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

- (a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is Four Hundred Ten Thousand Dollars (\$410,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after May 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, FRONTGATE ADDITION shall each pay 1/38 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION

SIGNATURE

DATE

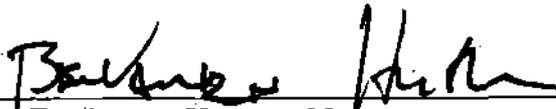
FRONTGATE ADDITION

Lots 1 through 22, Block A

Lots 1 through 6, Block B

Lots 1 through 10, Block C

Frontgate Developers LLC

By:  1/7/14
Benjamin Hutton, Manager

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

Nat White
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 7 day of January
2014.



Jen Edwards
Deputy City Clerk

First Published in the Wichita Eagle on January 31, 2014

RESOLUTION NO. 14-040

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 387 (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 468-84880** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 387 (SOUTH OF CENTRAL, WEST OF 127TH ST. EAST) 468-84880** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 13-087** adopted on **May 21, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 387 (south of Central, west of 127th St. East) 468-84880**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Ten Thousand Dollars (\$410,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FRONTGATE ADDITION

- Lots 1 through 22, Block A
- Lots 1 through 6, Block B
- Lots 1 through 10, Block C

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, FRONTGATE ADDITION shall each pay 1/38 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of January 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for December 2013
DATE: January 7, 2014

The following claims were approved by the Law Department during the month of December 2013.

AT&T	\$ 684.22
Black Hills Energy	\$ 774.52
Cryer, Rusty	\$ 450.00
Kansas Gas Service	\$ 492.00
Krug, Duane	\$5,815.57*
Schmelzer, Susan	\$ 73.96
Stevenson, Roy	\$ 375.00
Westar Energy	\$2,428.75

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council
SUBJECT: Payment for Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of \$18,375.73 as a full settlement for all claims arising out of an incident occurring on March 7, 2013.

Background: This claim for damages arises from a citizen whose vehicle was damaged by a Park Maintenance vehicle striking it in the intersection of Doris and 3rd streets. Claimant asserts claims for personal injury, lost wages, physical loss, rental and their insured's deductible.

Analysis: The claimant has agreed to accept \$18,375.73 as full settlement of all claims against the City of Wichita and its employee. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement is to be obtained from the City's Tort Claims Fund. Finance is authorized to make any budget adjustments necessary for payment of the settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$18,375.73.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$18,375.73 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None.

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council
SUBJECT: Fire Apparatus Replacement Program (All Districts)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On September 18, 2012, the City Council adopted Resolution No. 12-214, which authorized the purchase of replacement fire apparatus units over a five-year period from 2013 to 2017. A review of the bonding resolution revealed a technical error which should be corrected. An amending resolution has been prepared to correct the error.

Analysis: Kansas Statutory Authorities (KSA) 12-1736 and 12-1737(c) were incorrectly cited in the original resolution. The amending resolution correctly cites KSA 13-1024C, as amended by Charter Ordinance No. 156 of the City, as the purchasing and financing authority.

Financial Considerations: The cost remains \$8,157,000 in General Obligation bonds as previously approved.

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

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

Attachments: Amending resolution.

RESOLUTION NO. 14-041

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 12-214 OF THE CITY OF WICHITA, KANSAS, WHICH DETERMINED THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefor, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefor; and

WHEREAS, the Governing Body has heretofore by Resolution No. 12-214 of the City, duly adopted on September 18, 2012 (the “Prior Resolution”), authorized the following described public improvements:

The acquisition of certain fire-fighting equipment, specifically, mobile aerial platforms, hazardous material trucks, air and light trucks, pumpers and quints, and related smaller equipment (collectively, the “Equipment”) necessary to make the vehicles functional for their mission of providing public safety, and to provide compatible personal protective equipment

(collectively, the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds it necessary and advisable to amend the Prior Resolution in order to authorize the Project under the Act.

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

Section 1. Amendments. *Section 3* of the Prior Resolution is hereby amended to read as follows:

SECTION 3. The Equipment is hereby authorized and ordered to be acquired in accordance with the findings set forth in *Section 1* hereof and financed by the issuance of general obligation bonds (the “Bonds”) under the authority of K.S.A. 10-1024c, as amended by Charter Ordinance No. 156. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Section 3* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on January 28, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
January 28, 2014**

TO: Mayor and City Council

SUBJECT: Funding and Supplemental Agreement for Improvements to K-96 and Hoover (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement and revised budget; adopt the amending resolution.

Background: On January 27, 2009, the City Council approved an agreement with Professional Engineering Consultants, P.A. (PEC) to develop design concepts for a new interchange at K-96 and Hoover. The approved budget at that time was \$150,000 from available Local Sales Tax (LST) funding in the Capital Improvement Program (CIP). The project was then placed on hold due to lack of funding and area development. The area of K-96 and Hoover is projected to have significant development, particularly in the southeast quadrant, in the near future. On January 7, 2014, the City Council approved Supplemental Agreement No. 1 for an updated break in access study and report, as required by the Kansas Department of Transportation.

Analysis: A supplemental agreement has been prepared for PEC to provide design services for a partial interchange. Additional work includes development of final plans, fulfillment of permit requirements, and coordination of necessary utility relocation for the interchange. The design will include improvements to Hoover between the K-96 ramps as well as paving 37th St. from Hoover to one-half mile west, to connect to existing pavement.

Financial Considerations: The original design agreement cost was \$110,507, and Supplemental Agreement No. 1 was \$20,000. The additional design services are estimated at \$480,000, bringing the total design fee to-date to \$610,507. The total revised budget would be \$900,000, with \$150,000 in LST funding and \$750,000 in General Obligation (GO) bond funding. The added funding will be utilized for design, permit fees, utility relocation costs and City staff costs for design oversight.

The existing budget is \$150,000 in LST funding and was approved by the City Council on January 27, 2009. City staff proposes adding \$750,000 in GO bond funding, which is available by delaying the following projects included in the current 2011-2020 Adopted Capital Improvement Program (CIP). Revised construction schedules for these two projects will be developed by staff in conjunction with the development of the 2014-2023 CIP, but it is anticipated that construction will be postponed to at least 2017.

135 th Street West, Central to 13 th Street North		151 st Street West, Kellogg to Maple		Phase	Total Available
2013	\$250,000	2013	\$250,000	Design and utilities	\$500,000
2014	\$150,000	2014	\$100,000	Utilities	\$250,000
2016	\$3,500,000	2015	\$2,900,000*	Construction	\$6,400,000

* 2015 construction funding for the 151st Street project was previously \$3,500,000. On January 7, 2014, the City Council approved the use of \$600,000 of this funding for improvements to 29th Street North, Ridge to Hoover.

The total revised budget would be \$900,000, with \$150,000 in LST and \$750,000 in GO bond funding. The project will be returned to the City Council at a later date for initiation of the construction funding, which is also available through deferment of the above projects.

The balance of \$6,400,000 for the deferred projects is estimated to be sufficient to cover construction and construction administration at this time. Construction is projected to begin in the spring of 2015.

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

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreement and revised budget, adopt the amending resolution, and authorize all necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Supplemental Agreement No. 2, budget sheet, amending resolution.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 27, 2009

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:

WHEREAS, there now exists a Contract (dated January 27, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **K-96 & HOVVER INTERCHANGE IMPROVEMENTS** (Project No. 472 84780).

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):

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:

**Design, including Final Plans
(see Scope of Service, Exhibit “A”)**

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 will increase the total contract by **\$480,000.00.**

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 WEHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

W. David Hubbard, P.E., Vice President

ATTEST:

EXHIBIT “A”

Scope of Design Services Statement For K-96 and Hoover Interchange, Phase II Services (Project No. 472 84780)

The ENGINEER shall design and prepare final construction documents for, Part A: ramps to serve movements to and from the east for a partial folded diamond interchange at K-96 Highway and Hoover Road and, Part B: 2-lane paving of 37th Street North from Hoover west ½ mile to match the existing 2-lane paved section, further denoted as the PROJECT. The interchange work shall be based on Concept 3 in the Phase I Study dated May 2009 and shall include Field Check Plans for the entire interchange. Following Field Check approval, Right of Way Documents, Construction Documents including Final Plans and Special Provisions, and Bidding Phase Services shall be completed for the PROJECT, Part A and Part B as authorized by the CITY. Final plans shall include grading, paving, bridge pier protection on Hoover under K-96, drainage structures, signing, lighting, marking, seeding, and landscaping. Improvements on Hoover Road shall include construction of a 3-lane open ditch section with a dedicated left turn lane between ramp terminals tapering to the existing 2 lane section at approximately 700 feet north and south of K-96. Improvements on 37th Street shall include a 2-lane section with open ditches. Permitting shall be completed in accordance with DWR, USACE and KDHE requirements.

The ENGINEER shall provide professional services as required to develop final plans in conformity with the state and federal design criteria appropriate for the PROJECT in accordance with the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design’s road memorandums, the City’s approved Project Development Procedure for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with the Special Provisions, and with any necessary Project Special Provisions, and A Policy of Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as applicable. Plans shall be prepared in the format and detail as required by the City Engineer for the City of Wichita and the Kansas Department of Transportation.

The scope of services set forth herein is predicated on the PROJECT receiving concurrence from the FHWA and KDOT as a Categorical Exclusion classification.

Professional Engineering Consultants, P.A. (ENGINEER) will function as the prime consultant for the design team.

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit “A”**.

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, 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 field 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.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.

6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - 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. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans

are:

(a) 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.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic")**. ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified)**. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Soils and Foundation Investigations. The CITY may authorize 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 if not included in the ENGINEER'S fee estimate.

(d) Property Acquisitions. Prepare right-of-way/easement 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 or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

- (g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
- (a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.
- (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A" also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
- (c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."
- (d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.
4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
- (a) Prepare engineering plans (which shall include construction sequencing and

traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**

(e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

(f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.

(g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.

(i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

6. Post Letting.

(a) 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.

(b) 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.

(c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.

7. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All

costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument. **S. I. & A. for Bridges. Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.**

8. Project Schedule. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to 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 the control of the ENGINEER.
 - (a) Field check plans of the PROJECT are due, June 20, 2014
 - (b) Office check plans are due, November 3, 2014
 - (c) Completion of all work required by this agreement, including submittal of final approved bid documents for advertising the PROJECT are due, January 30, 2015.
9. Fees. Payment to the ENGINEER for the performance of the Phase II professional services required by this agreement shall be made on the basis of the lump sum fee amounts of **\$428,000** for Part A, and **\$52,000** for Part B.

Attachment No. 1 to Exhibit “A” – CIP Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)

- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
ELEVATION SHALL BE TO TOP OF ROCK BASE.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – CIP Scope of Services

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: **Office Check:**

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Private Easement Documentation Attached
- Utility will need to relocate and is interested in **proposed** ROW **(IF applicable)**

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No **If yes, please explain:** _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit “A” – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 1. **The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;**
 2. **The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or**

ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. **The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.**
5. **If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;**

D. Exempted from these requirements are:

1. **Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.**
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Project Request

CIP Non-CIP CIP YEAR: 2013-2014 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-84780

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Jan 28, 2014 REQUEST DATE: _____

PROJECT #: 209464 PROJECT TITLE: K96 & Hoover Interchange

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: K96 & Hoover Interchange

OCA #: 706999 OCA TITLE: K96 & Hoover Interchange

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Gary Janzen PHONE #: 268-4450

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9800 LST</u>	\$150,000.00	\$0.00	\$150,000.00
<u>9720 G.O. Bonds</u>	\$0.00	\$750,000.00	\$750,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$150,000.00	\$750,000.00	\$900,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$150,000.00	\$750,000.00	\$900,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$150,000.00	\$750,000.00	\$900,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

First Published in the Wichita Eagle on January 31, 2014

RESOLUTION NO. 14-042

A RESOLUTION AMENDING RESOLUTION NO. 09-028 AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE INTERSECTION OF K-96 HIGHWAY AND HOOVER ROAD (472-84780).

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

SECTION 1. SECTION 1 of Resolution No. 09-028 is hereby amended to read as follows:

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

The design, acquisition of right-of-way and relocation of utilities of an interchange as necessary for a major traffic facility.”

SECTOION 2. SECTION 2 of Resolution No. 09-028 is hereby amended to read as follows:

“SECTION 2: The total cost is estimated not to exceed \$900,000, exclusive of the costs of interest on borrowed money, with total paid by the issuance of bonds by the City of Wichita at large.”

SECTOION 3. The original SECTIONS 1 and 2 of Resolution No. 09-028 are hereby rescinded.

SECTION 4: That the advisability of said improvements is established and authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 5: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: Amending Ordinance for Improvements to Harry, Greenwich to 127th Street East (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Place the amending ordinance on first reading.

Background: On April 6, 2010, the City Council approved Ordinance No. 48-713 for improvements to Harry, between Greenwich and 127th Street East. A review of the ordinance revealed an inadvertent technical error which should be corrected.

Analysis: Section One of the ordinance correctly listed the cost of the project to be estimated at \$4,399,837, but within the same section the amount was incorrectly listed as \$4,599,837. Both amounts should have been \$4,399,837. An amending ordinance has been prepared to correct the error.

Financial Considerations: The project budget remains \$4,399,837 as previously approved.

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

Recommendation/Action: It is recommended that the City Council place the amending ordinance on first reading and authorize the necessary signatures.

Attachments: Amending ordinance.

Project Request

CIP Non-CIP CIP YEAR: 2010 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

ENGINEERING REFERENCE #: 472-84884

FUND: 499 ARRA

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jan 28, 2014 REQUEST DATE: _____

PROJECT #: 991309 PROJECT TITLE: Harry, Greenwich to 127th St E (ARRA)

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Harry, Greenwich to 127th St E (ARRA)

OCA #: 991309 OCA TITLE: Harry, Greenwich to 127th St E (ARRA)

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Gary Janzen PHONE #: 268-4501

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$3,026,041.00	\$373,959.00	\$3,400,000.00
8003 ARRA - Federal Revenue	\$999,837.00	\$0.00	\$999,837.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$4,025,878.00	\$373,959.00	\$4,399,837.00
Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$4,025,878.00	\$373,959.00	\$4,399,837.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$4,025,878.00	\$373,959.00	\$4,399,837.00

NOTES:
Replaces April 6,
2010 CIP Sheet

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

132019

Published in the Wichita Eagle on February 7, 2014

ORDINANCE NO. 49-657

AN ORDINANCE AMENDING ORDINANCE NO. **48-713** OF THE CITY OF WICHITA, KANSAS DECLARING **HARRY, BETWEEN GREENWICH AND 127TH STREET EAST (472-84884)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. SECTION 1 of Ordinance **No. 48-713** is hereby amended to read as follows:

“SECTION 1. SECTION 3 of Ordinance **No. 48-626** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Million Three Hundred Ninety-Nine Thousand Eight Hundred Thirty-Seven Dollars (\$4,399,837)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of \$4,399,837, exclusive of the cost of interest on borrowed money.”

SECTION 2. The original SECTION 1 of Ordinance **No. 48-713** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 4th day of February, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: Improvements to the 21st Street North Bridge between Mosley and New York (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget and supplemental agreement, and place the amending ordinance on first reading.

Background: On September 10, 2013, the City Council approved an agreement with MKEC Engineering Consultants (MKEC) for development of design concepts for the 21st Street North Bridge between Mosley and New York. The design concept fee was \$24,850. The City Council approved the design concept on December 17, 2013.

Analysis: The proposed supplemental agreement between the City and MKEC provides for development of final design plans for reconstruction of the bridge, including coordination of utility relocation and traffic control sequencing during construction.

Financial Considerations: The estimated fee for final design work is \$51,400, which brings the total design fee to \$76,250. On September 10, 2013, the City Council approved a budget of \$75,000, funded by General Obligation (GO) bonds. Federal funding of \$582,957, and GO bond funding of \$400,000, is available in the current Capital Improvement Program for supplemental design and Transportation Improvement Program (TIP) fees, right-of-way, utility relocation, construction, and Engineering staff and administration costs. Staff proposes initiating \$50,000 of the available GO bond funding at this time, bringing the total budget and ordinance amount to \$125,000. This budget will allow for City staff charges for design oversight, right-of-way and utility costs, if needed, and the required TIP fee. The project will be returned to the City Council at a later date for approval of the final construction budget.

Legal Considerations: The amending ordinance and Supplemental Agreement No. 1 have been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget and Supplemental Agreement No. 1, place the amending ordinance on first reading, and authorize the necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Supplemental Agreement No. 1, budget sheet, and amending ordinance.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 10, 2013

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 September 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the 21st STREET BRIDGE AT DERBY REFINERY (Project No. 472-85120).

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 and is hereby amended to include the following:

Improvements to an adjacent levee system to accommodate the new bridge structure, as required by FEMA/Corps of Engineers and Division of Water Resources regulations (see attached for further details).

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 additional professional services as outlined in this supplemental agreement will increase the total contract by **\$51,400.00**.

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 _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

ATTEST:

Cynthia A. Womack, Admin. Asst.

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First Published in the Wichita Eagle February 7, 2013

ORDINANCE NO. 49-658

AN ORDINANCE AMENDING ORDINANCE NO. **49-575** DECLARING to **21ST STREET NORTH BRIDGE AT DERBY REFINERY (472-85120)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance No. **49-575** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **21st Street North Bridge at Derby Refinery now known as 21st Street North Bridge between Mosley and New York (472-85120)** as a main trafficway in the following particulars:

The concept development, design, right of way acquisition and Transportation Improvement Program fees of a bridge as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. 49-575 is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvement is estimated to be **One Hundred Twenty-Five Thousand Dollars (\$125,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **49-575** are hereby repealed.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 4th day of February, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council
SUBJECT: Improvements to the Douglas Bridge at Linden (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendations: Approve the revised budget and supplemental agreement, and place the amending ordinance on first reading.

Background: On September 10, 2013, the City Council approved an agreement with MKEC Engineering Consultants (MKEC) for development of design concepts for the Douglas Bridge at Linden. The design concept fee was \$24,400. The City Council approved the design concept on December 17, 2013.

Analysis: The proposed supplemental agreement between the City and MKEC provides for development of final design plans for reconstruction of the bridge, including coordination of utility relocation and traffic control sequencing during construction.

Financial Considerations: The estimated fee for final design work is \$48,800, which brings the total design fee to \$73,200. On September 10, 2013, the City Council approved a budget of \$75,000, funded by General Obligation (GO) bonds. Federal funding of \$582,957, and GO bond funding of \$400,000, is available in the current Capital Improvement Program for supplemental design and Transportation Improvement Program (TIP) fees, right-of-way, utility relocation, construction, and Engineering staff and administration costs. Staff proposes initiating \$50,000 of the available GO bond funding at this time, bringing the total budget and ordinance amount to \$125,000. This budget will allow for City staff charges for design oversight, right-of-way and utility costs, if needed, and the required TIP fee. The project will be returned to the City Council at a later date for approval of the final construction budget.

Legal Considerations: The amending ordinance and Supplemental Agreement No. 1 have been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget and Supplemental Agreement No. 1, place the amending ordinance on first reading, and authorize the necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Supplemental Agreement No. 1, budget sheet, and amending ordinance.

TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 10, 2013

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 September 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **DOUGLAS STREET BRIDGE AT LINDEN** (Project No. 472-85119).

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 Agreements 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 and is hereby amended to include the following:

Final Plans (see attached for further details)

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 additional professional services as outlined in this supplemental agreement will increase the total contract by **\$48,800.00.**

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 _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)
Jay Anglemyer, P.E., Project Manager

ATTEST:

Cynthia A. Womack, Admin. Asst.

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First Published in the Wichita Eagle February 7, 2014

ORDINANCE NO. 49-659

AN ORDINANCE AMENDING ORDINANCE NO. **49-576** DECLARING THE **DOUGLAS BRIDGE AT LINDEN (472-85119)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance No. **49-576** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Douglas Bridge at Linden (472-85119)** as a main trafficway in the following particulars:

The concept development, design, right of way acquisition and Transportation Improvement Program fees of a bridge as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. **49-576** is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvement is estimated to be **One Hundred Twenty-Five Thousand Dollars (\$125,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **49-576** are hereby repealed.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 4th day of February, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
ACT 3 Terminal Building Allowance No. 1

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare 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 Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to initiate a capital budget for the information technology work included in the ACT 3 Terminal Building and installation of certain airport-wide systems. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is \$9,217,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachments: Authorizing Resolution.

RESOLUTION NO. 14-043

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.

WHEREAS, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the information technology work included in the ACT 3 Terminal Building and the installation of certain airport-wide systems (Allowance No. 1) at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$9,217,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 28, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Second Reading Ordinances for January 28, 2014 (first read on January 14, 2014)

A. Renewal of Transient Guest Tax.

CHARTER ORDINANCE NO. 221

A CHARTER ORDINANCE EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1692, 12-1693, 12-1694, AND K.S.A. 12-1695 AND AMENDMENTS THERETO, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX AND PROVIDING FOR PURPOSES FOR EXPENDITURE OF SUCH FUNDS, AND REPEALING CHARTER ORDINANCES NOS. 83, 91, 124, 174, 183 AND 213.

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

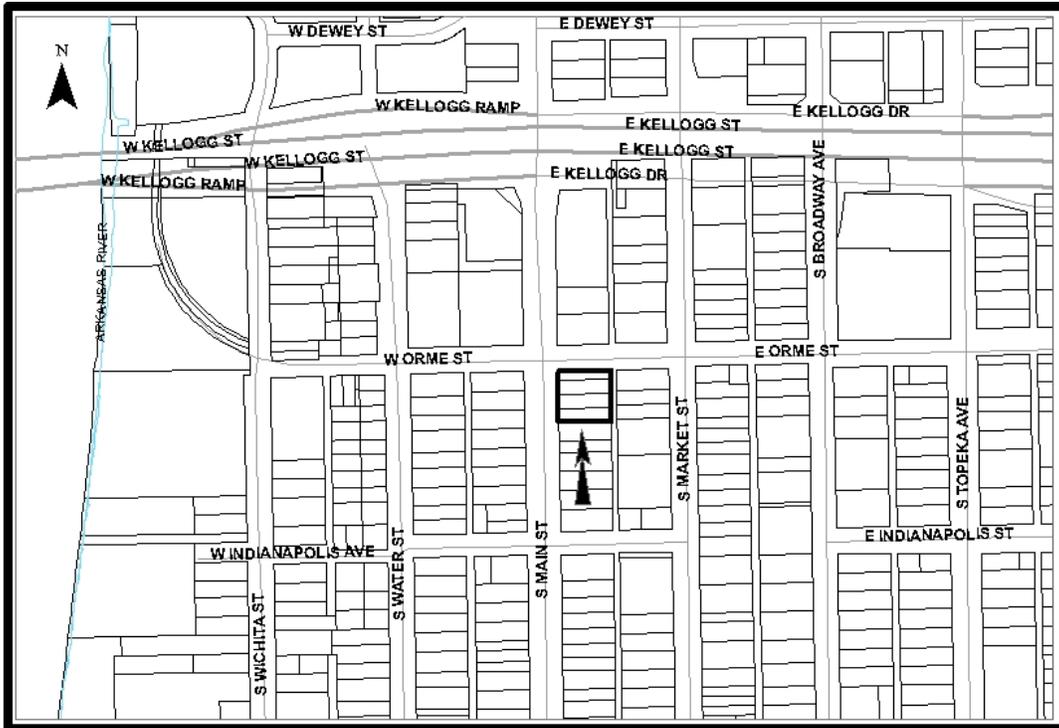
SUBJECT: SUB2013-00033 -- Plat of Passivhaus Addition Located South of Kellogg, on the East Side of Main (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: The site, consisting of one lot on .44 acres, is zoned B Multi-family Residential.

Analysis: Water and sewer services are available to serve the site. 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. The applicant has submitted a Joint Access Easement for the joint opening with the property to the south.

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

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

Legal Considerations: The Law Department has reviewed and approved the Drive Approach Closure Certificate and Joint Access Easement as to form and the documents will be recorded with the Register of

Deeds.

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

Attachments: Drive Approach Closure Certificate.
Joint Access Easement.

COPY

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Michael H. Garvey, Trustee of the Michael H. Garvey Revocable Trust, dated August 16, 1995, owner(s) of that certain real property to be known as Passivhaus Addition, Wichita, Sedgwick County, Kansas, is in the process of platting said property, 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 on Main Street in excess of the one allowed 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 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 19th day of December, 2013.

Michael H. Garvey Revocable Trust,
dated August 16, 1995

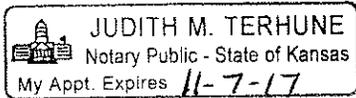
By: Michael H. Garvey, TRUSTEE
Michael H. Garvey, Trustee

x

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of December, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael H. Garvey, Trustee of the Michael H. Garvey Revocable Trust, dated August 16, 1995, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

GRANT OF JOINT ACCESS EASEMENT

THIS GRANT OF JOINT ACCESS EASEMENT made this 19th day of December, 2013, by Michael H. Garvey, Trustee of the Michael H. Garvey Revocable Trust, dated August 16, 1995, herein referred to as the Grantor, being the owner of the following described property to-wit:

PARCEL "A"

Lot 1, Block A,
Passivhaus Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS, the property adjacent to the south line of said Parcel "A" is described as follows:

PARCEL "B"

A tract in the Northeast Quarter of Section 29, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning 716.4 feet south and 700 feet west of the northeast corner of said Section 29; thence South 50 feet; thence east 140 feet; thence north 50 feet; thence west 140 feet to beginning.

and

WHEREAS, a portion of the current driveway for said Parcel "B" encroaches onto said Parcel "A"; and

WHEREAS, Grantor desires to provide a joint access easement (later described as Parcel "C") for the benefit of said Parcel "B" which allows the owner of said Parcel "B" to continue using the current driveway for access to Main Street; and

WHEREAS, Grantor retains the right to place a screening fence and/or wall within said joint access easement as long as said fence or wall does not impede the current access to Main Street from said Parcel "B", and

*

WHEREAS, Grantor also retains the right to approve the relocation and/or reconstruction of the current driveway on said Parcel "A" that may serve Parcel "B" at some time.

NOW THEREFORE, Grantor hereby declares, grants, and covenants the following:

1. Grantor hereby grants to the owners of Parcel "B" the right to use for ingress and egress purposes the joint access easement described as Parcel "C".

PARCEL "C"

That part of Lot 1, Block A, Passivhaus Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 1; thence N00°00'00"E along the west line of said Lot 1, 30.00 feet; thence N89°35'53"E parallel with the south line of said Lot 1, 20.00 feet; thence S00°00'00"E parallel with the west line of said Lot 1, 30.00 feet to a point on the south line of said Lot 1; thence S89°35'53"W along the south line of said Lot 1, 20.00 feet to the point of beginning.

2. Grantor retains the right to place a screening fence and/or wall within said joint access easement as long as said fence or wall does not impede the current access to Main Street from said Parcel "B".
3. Grantor also retains the right to approve the relocation and/or reconstruction of the current driveway on Parcel "A" that may serve said Parcel "B" at some time in the future.

Such joint access easement shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth.

In testimony whereof the undersigned has set his hand this 19th day of December, 2013.

Michael H. Garvey Revocable Trust,
dated August 16, 1995

By:

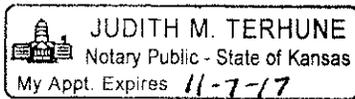
Michael H. Garvey, TRUSTEE
Michael H. Garvey, Trustee

⌘

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of December, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael H. Garvey, Trustee of the Michael H. Garvey Revocable Trust, dated August 16, 1995, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

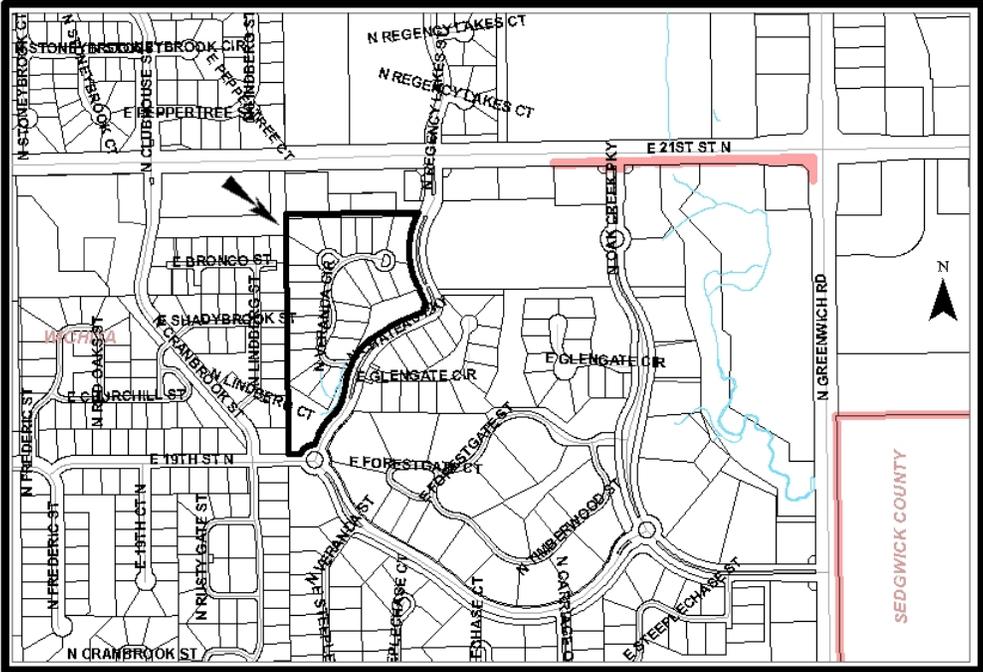
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council
SUBJECT: SUB2013-00049 -- Plat of Glen Meadows 2nd Addition located south of 21st Street North, west of Greenwich (District II)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of 22 lots on 11.9 acres, is zoned SF-5 Single-family Residential.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a financial guarantee and a Restrictive Covenant to assure that the private street will be constructed to a public street standard. The applicant has submitted a Restrictive Covenant to provide for ownership and maintenance responsibilities of the reserve and to restrict the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The site is within the noise impact area of the Colonel James Jabara Airport; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

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

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenants, Avigational Easement and Notice of Community Unit Plan as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: Restrictive Covenants.
Avigational Easement.
Notice of Community Unit Plan.

COPY

RESTRICTIVE COVENANT

This covenant, executed this 30th day of December, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the establishment of an owners' association; providing for the ownership and maintenance of the reserves being platted; parking on Veranda Circle; the maintenance of the "Parking Strips" located along Veranda Circle; and the ownership and maintenance of the private street in Reserve "A".

NOW, THEREFORE, the undersigned does hereby subject Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. At such time as the said property shall become developed by erection of improvements thereon, the undersigned agrees to cause an association to be formed to provide for the care, maintenance, and upkeep of the reserves, common areas, parking strips, private streets and drainage improvements.
2. The reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves, together with the maintenance of the parking strips, shall be by the undersigned.
4. The reserves located in said addition will become part of Glen Meadows at Oak Creek Owner's Association, a Kansas not-for-profit corporation.
5. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain within the reserves or common areas or fail in any manner to fulfill their obligations relating to the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned or the association may fulfill the obligations, or if such obligation cannot reasonably be fulfilled in 20 days, such requirement shall be satisfied if efforts for fulfillment have been commenced within said 20-day period and are diligently prosecuted to completion. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition

and to prevent the reserves or common areas, from becoming a nuisance, may enter upon said reserves or common areas with prior written notice to the owner(s) of such property, and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned or the association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

6. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

7. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the 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.

8. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the 15 foot street, drainage and utility easements adjacent to the private street (Reserve "A") being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any plantings proposed within this easement shall be reviewed by the City Forester prior to installation. Any change of grade is prohibited.

EXECUTED the day and year first above written.

SLAWSON COMMERCIAL PROPERTIES, LLC.

By: [Signature]
David A. Hambrick, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

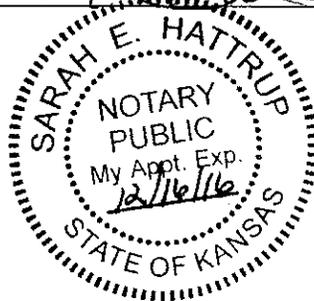
Personally appeared before me a notary public in and for the County and State aforesaid David A. Hambrick, Vice President of Slawson Commercial Properties, LLC., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 30th day of Dec, 2013.

[Signature]
Notary Public

My Appointment Expires December 16, 2016

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law
PEC Project No. 13368-001-6364
Restrictive Covenant – Slawson Commercial Properties, LLC
SUB2013 49: Glen Meadows 2nd -restrictive1

COPY

RESTRICTIVE COVENANT

This covenant, executed this 30th day of December, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas, which property is located near Colonel James Jabara Airport and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a land owners enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject Glen Meadows 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

3. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the 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 above written.

SLAWSON COMMERCIAL PROPERTIES, LLC.

By: [Signature]
David A. Hambrick, Vice President

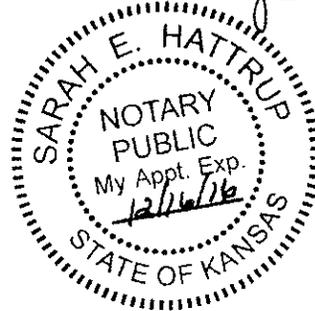
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid David A. Hambrick, Vice President of Slawson Commercial Properties, LLC., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 30th day of Dec, 2013.

[Signature]
Notary Public

My Appointment Expires December 16, 2016



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 30th day of December, 2013.

WITNESSETH: That

WHEREAS, the undersigned is platting certain real property to be known as Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, the undersigned Slawson Commercial Properties, LLC is the current owner of the Glen Meadows 2nd Addition,

and

WHEREAS, the undersigned desires to construct a private street, to be platted as Veranda Circle designated as Reserve "A" on the plat, to provide access to subject Lots 1 through 22, Block 1; and

WHEREAS, the City of Wichita desires that no building permits be issued on subject Lots 1 through 22 until such time that subject private streets are constructed or an acceptable guaranty has submitted, accepted and approved by the City of Wichita for said paving;

NOW THEREFORE, The undersigned owner of Glen Meadows 2nd Addition does hereby subject Lots 1 through 22 to the following covenants and restrictions:

No building permits shall be issued for any permanent structures on subject Lots 1 through 22 until such time that the owner of Lots 1 through 22 provides acceptable certification to the City of Wichita that Veranda Circle has been constructed to meet the requirements of the City Engineer's Office; or an acceptable guaranty has been submitted, accepted and approved by the City of Wichita to provide for the paving of subject street if the owner of said Lots 1 through 22 fails to construct the street privately.

This covenant runs with the land and is binding on the future owners and assigns.

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

EXECUTED the day and year first above written.

SLAWSON COMMERCIAL PROPERTIES, LLC.

By: [Signature]
David A. Hambrick, Vice President

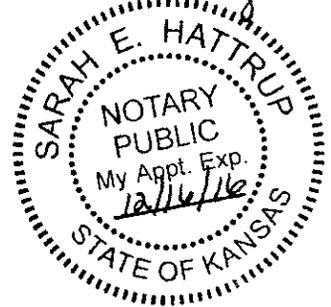
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid David A. Hambrick, Vice President of Slawson Commercial Properties, LLC., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 30th day of Dec, 2013.

[Signature]
Notary Public

My Appointment Expires December 16, 2016



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, Slawson Commercial Properties, L.L.C., (grantors), do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lots 1 thru 22, Block 1; and Reserves "A" thru "D", Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas.

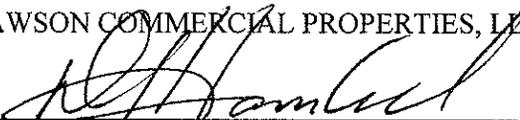
By virtue of this easement, the grantors, for and on behalf of themselves and their respective successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF; The grantors have signed these presents this 30th day of December, 2013.

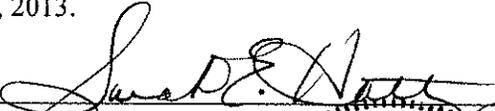
SLAWSON COMMERCIAL PROPERTIES, L.L.C.

By: 
David A. Hambrick, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

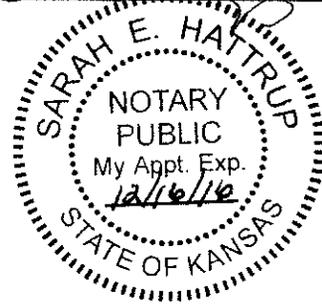
Personally appeared before me a notary public in and for the County and State aforesaid David A. Hambrick, Vice President of Slawson Commercial Properties, LLC., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 30th day of Dec, 2013.



Notary Public

My Appointment Expires December 16, 2016



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

NOTICE OF COMMUNITY UNIT PLAN

Oak Creek Commercial Community Unit Plan (DP-274)

THIS NOTICE made this 30th day of December, 2013, by Slawson Commercial Properties, L.L.C., hereinafter called "Declarant".

WITNESSETH

WHEREAS, declarant is the owner of the following described property;

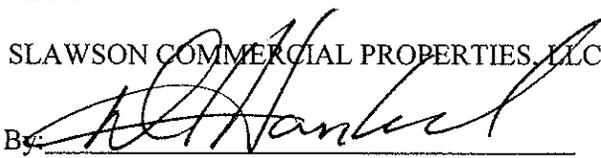
Lots 1 thru 22, Block 1; and Reserves "A" thru "D", Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas, and

WHEREAS, declarant desires to file notice that a Community Unit Plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the declarant hereby gives notice that the approved Oak Creek Commercial Community Unit Plan (DP-274) has placed restrictions on the use and requirements on the development of the above described real property. The Community Unit Plan shall be binding on the Owners, their heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to Lots 1 thru 22, Block 1; and Reserves "A" thru "D", Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first above written.

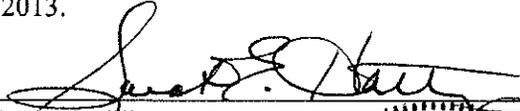
SLAWSON COMMERCIAL PROPERTIES, LLC.

By: 
David A. Hambrick, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

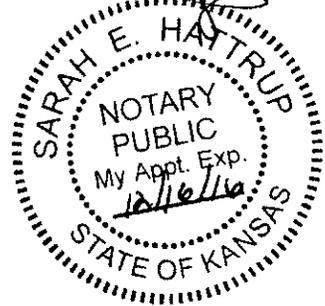
Personally appeared before me a notary public in and for the County and State aforesaid David A. Hambrick, Vice President of Slawson Commercial Properties, LLC., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 30th day of Dec, 2013.



Notary Public

My Appointment Expires December 16, 2016



APPROVED AS TO FORM:

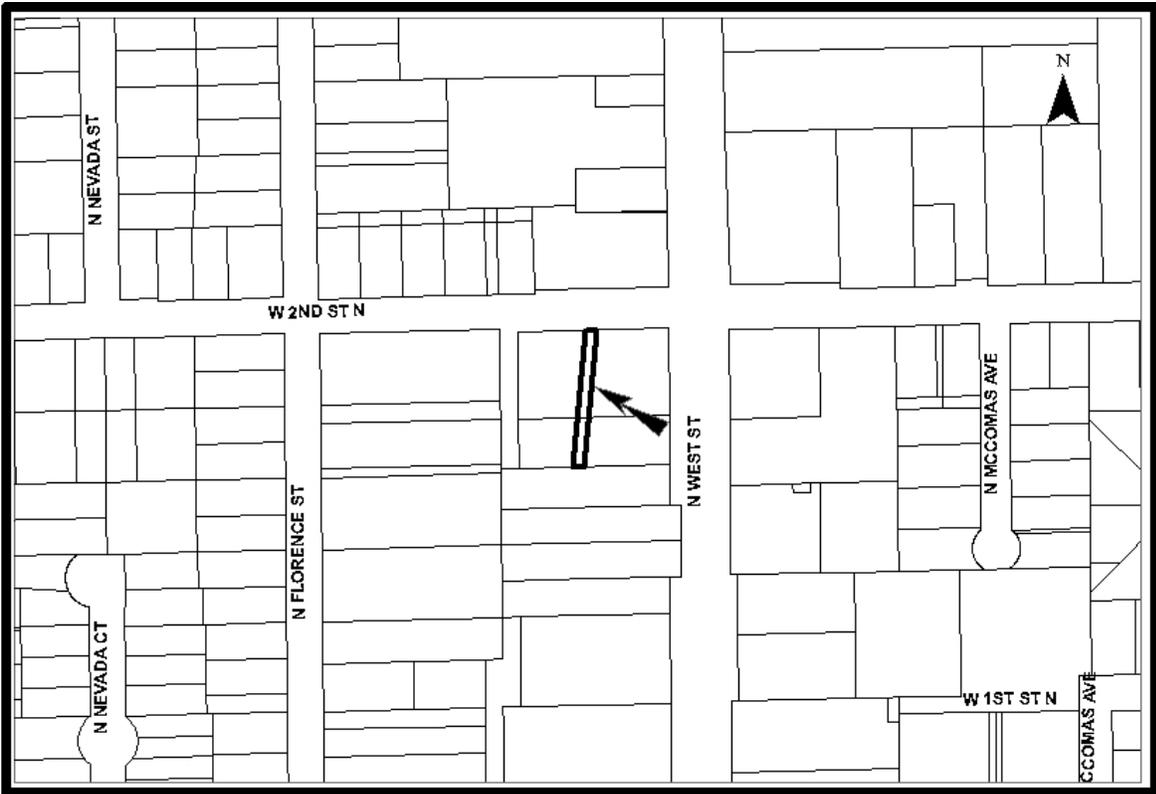
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council
SUBJECT: VAC2013-00043 - Request to vacate a portion of a platted utility easement, on properties generally located on the southwest corner of 2nd Street and West Street. (District VI)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (10-0).



Background: The applicant proposes to vacate the platted north to south 20-foot wide utility easement located approximately in the middle of Lot 1, Aero Capital Addition & Lot 1, Edgington Addition. There is a sewer line and manhole located in the platted easement. The applicant has an approved plan to relocate/abandon the sewer line and manhole, which also serves the abutting and adjacent southern properties; PPS 2177. There are no other utilities located in the easement. The Edgington Addition was recorded with the Register of Deeds December 29, 1977. The Aero Capital Addition was recorded with the Register of Deeds March 11, 1983.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF A PLATTED UTILITY EASEMENT)
)
GENERALLY LOCATED ON THE SOUTHWEST) **VAC2013-00043**
CORNER OF 2ND STREET AND WEST STREET)
)
)
)
MORE FULLY DESCRIBED BELOW)**

VACATION ORDER

NOW on this 28th day of January, 2014, comes on for hearing the petition for vacation filed by Marvin B. Edgington (owner), praying for the vacation of a portion of a platted utility easement, to-wit:

The north 35 feet of a platted 20-foot wide utility easement located on Lot 1, Block 1, Edgington Addition & All of a platted 20-foot wide utility easement located on Lot 1, Block 1, Aero Capital Addition, all in Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 28, 2013 which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted utility easement for should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 28th day of January, 2014, ordered that the above-described portion of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 28, 2013

TO: Mayor and City Council

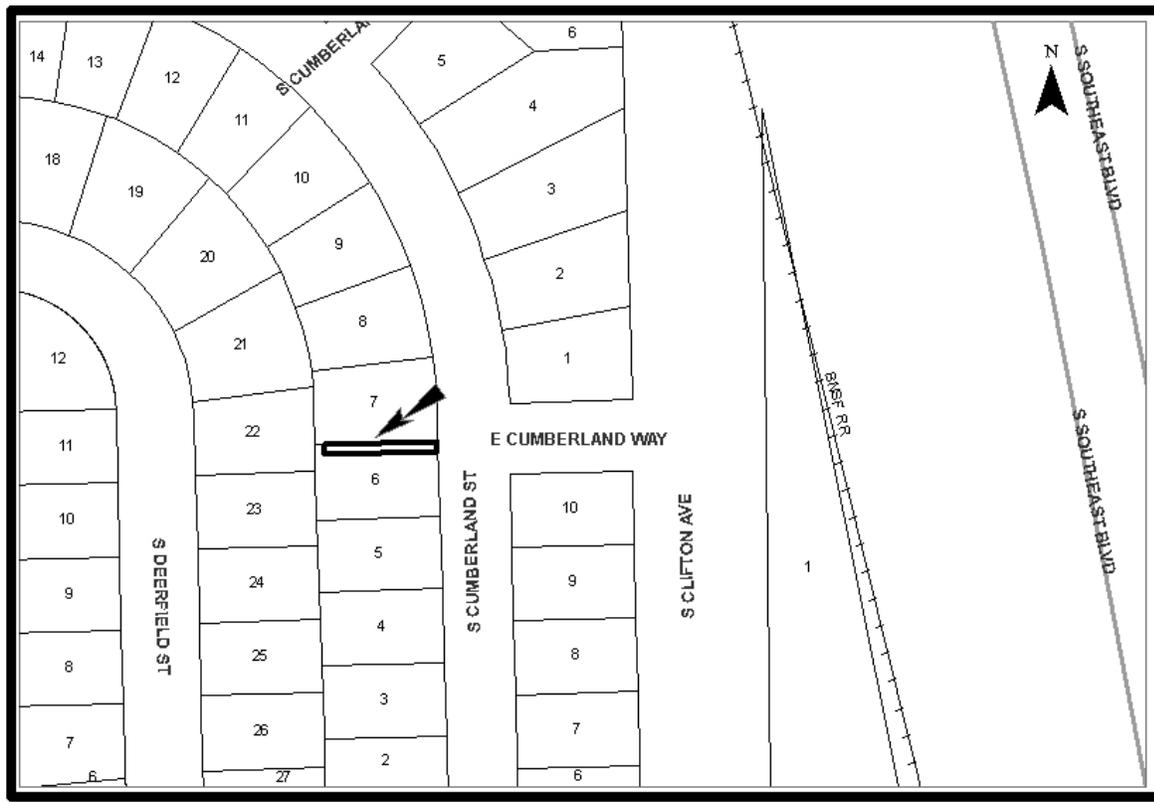
SUBJECT: VAC2013-00044 - Request to vacate a portion of a platted utility easement; generally located north of 47th Street South, north of Sunview Avenue west of Kansas Highway K-15 and Clifton Avenue, on the west side of Cumberland Street (City of Wichita's 3-mile ring subdivision jurisdiction)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendations: The MAPD staff recommended approval.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request (10-0).



Background: The applicant proposes to vacate the platted 5-foot wide utility easement running parallel to the north side yard lot line of Lot 6, Bloc 4, Sunview Heights Addition. There are no utilities located in the platted utility easement. The Sunview Heights Addition was recorded with the Register of Deeds April 24, 1952.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Because the site is located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council, and consideration and final action by the Sedgwick County Board of County Commissioners is required. The Sedgwick County Board of County Commissioners will consider this item at their January 29, 2014, meeting as a consent item.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved the Vacation Order as to form. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment:

- Vacation Order.

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A)
PLATTED UTILITY EASEMENT)
)
GENERALLY LOCATED NORTH OF 47TH STREET) **VAC2013-00044**
SOUTH, NORTH OF SUNVIEW AVENUE, WEST OF)
KANSAS HIGHWAY K-15 & CLIFTON AVENUE ON)
THE WEST SIDE OF CUMBERLAND STREET)
)
MORE FULLY DESCRIBED BELOW)**

VACATION ORDER

NOW on this 28th day of January, 2014, comes on for hearing the petition for vacation filed by Phatoumphone Chaithon (owner), praying for the vacation of a platted utility easement, to-wit:

The platted 5-foot wide utility easement running parallel to the north side yard lot line (except the west 8 feet) of Lot 6, Bloc 4, Sunview Heights Addition.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 28, 2013 which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described platted utility easement and the public will suffer no loss or inconvenience thereby.

3. Because this vacation case is located in the Sedgwick County, but within the City of Wichita's 3-mile ring subdivision jurisdiction it will proceed to the February 5, 2014, Sedgwick County Board of County Commissioner's for final action, after today's recommendation by the Wichita City Council.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described platted utility easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 28th day of January, 2014, ordered that the above-described platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 28, 2014

TO: Mayor and City Council

SUBJECT: A14-01: Request by R&R Realty LLC and Edgewater Homeowners' Association to Annex Lands Generally Located South of 45th Street North Approximately One-Half Mile West of Hoover Road (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: On May 1, 2007, the City Council approved an annexation request for over 275 acres at the southeast corner of 45th Street North and Hoover. The property was subsequently platted as the Edgewater Addition, which was approved by the City Council on August 7, 2007. The Edgewater Addition realigned the right-of-way for 45th Street, which resulted in a portion of two lots and a reserve in the Edgewater Addition being located on former 45th Street right-of-way that was not annexed as part of 2007 annexation request. The result is properties that are partially within the corporate limits of the City of Wichita and partially in unincorporated Sedgwick County, which significantly complicates tax collection and voter registration. Therefore, the owners are requesting annexation of the unincorporated portion of these properties at this time.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 0.46 acres zoned "SF-20" Single-Family Residential and is undeveloped. Upon annexation the zoning of the subject property will convert to "SF-5" Single-Family Residential. The adjacent properties to the north are zoned "SF-5" Single-Family Residential and are used for agriculture. The adjacent properties to the south, east, and west are zoned "SF-5" Single-Family Residential and are developing with single family residences.

Public Services: Water and sanitary sewer services have been extended to serve the annexation area through the provisions of the Edgewater Addition.

Street System: The annexation area is served by the internal street system of the Edgewater Addition.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 13 at 3162 W. 42nd Street North. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 E. 21st Street North.

Parks: Undeveloped park land at Crystal Prairie Lake, located approximately one-half mile east of the annexation area, is the nearest park. Preliminary plans for improvements to the undeveloped park have been presented to the City Council in a workshop session.

School District: The annexation property is part of Unified School District 266 (Maize School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$30 with a total assessed value of \$9. Using the current City levy (\$32.471/\$1000 x assessed valuation), this property would yield approximately \$0.29 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating developing two single-family residences with an estimated appraised value of the after completion of \$190,000. Assuming the current City levy remains about the same, this would yield approximately \$710 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance

Planning Agenda

Item: _____

A14-01

Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Generally located south of 45th Street North approximately one-half mile west of Hoover

Road _____

Address: _____ n/a _____

Reason(s) for Annexation:

0.46	Area in Acres	<u> X </u>	Request
0	Existing population (est.)	_____	Unilateral
0	Existing dwelling units	_____	Island
0	Existing industrial/commercial units	_____	Other:

Existing zoning:	"SF-20" Single-Family Residential
------------------	-----------------------------------



- ANNEXATION AREA
- WICHITA
- UNINCORPORATED



Software: ArcGIS
 Map Data Source: City of Wichita
 Geographical Information System
 Prepared: 2/2009

I do understand that while the City of Wichita Data Center Geographical Information System Data Invent have no intention and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
 Note: Public property represented on this map is not intended to be inclusive.

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 7, 2014

ORDINANCE NO. 49-660

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A14-01)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District VI:

Tract 1

That part of Government Lot 5 in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of said Government Lot 5; thence N89°15'47"E along the north line of said Government Lot 5, 30.00 feet; thence S01°18'49"E parallel with the west line of said Government Lot 5, 53.79 feet to a point on a segment of the northerly right-of-way line of 45th Street North as dedicated in Edge Water Addition, Wichita, Sedgwick County, Kansas; thence N52°42'55"W along said segment of the northerly right-of-way line of said 45th Street North, 38.39 feet to a point on the west line of said Government Lot 5, said point also being a deflection corner in the northerly right-of-way line of said 45th Street North; thence N01°18'49"W along the west line of said Government Lot 5, (and along a segment of the northerly right-of-way line of said 45th Street North), 30.15 feet to the point of beginning.

Tract 2

That part of Lots 8 and 9, Block A, and that part of Reserve "E", all as platted in Edge Water Addition, Wichita, Sedgwick County, Kansas lying within and being coincident with the following described tract of land: Commencing at the northeast corner of said Lot 8, said northeast corner also being the following: the northwest corner of Government Lot 2 in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, the southwest corner

of Government Lot 5 in the Northeast Quarter of said Section 27, the northeast corner of Government Lot 3 in the Northwest Quarter of said Section 27, and the southeast corner of Government Lot 6 in the Northwest Quarter of said Section 27; thence S01°06'30"E along the east line of said Lot 8, along a segment of the south line of said Reserve "E", and along the line common to said Government Lots 2 and 3, 30.00 feet; thence S89°42'14"W parallel with the north line of said Government Lot 3, 30.00 feet; thence N01°06'30"W parallel with the east line of said Lot 8, (and parallel with the east line of said Government Lot 3), 25.76 feet to a point on the lot line common to said Lots 8 and 9; thence continuing N01°06'30"W parallel with the east line of said Lot 8, (and parallel with the east line of said Government Lot 3), 4.24 feet to a point on the line common to said Government Lots 3 and 6; thence N01°18'49"W parallel with the east line of said Lot 9, and as extended northerly, (and parallel with the east line of said Government Lot 6), 82.97 feet to a point on the northeast line of said Lot 9, said northeast line also being a segment of the south line of said Reserve "E"; thence continuing N01°18'49"W parallel with the east line of said Government Lot 6, 44.38 feet to a point on a segment of the north line of said Reserve "E"; thence S52°42'55"E along a segment of the north line of said Reserve "E", 38.39 feet to a point on the line common to said Government Lots 5 and 6; thence continuing S52°42'55"E along said segment of the north line of said Reserve "E", 38.39 feet to a point 30.00 feet normally distant easterly of the west line of said Government Lot 5; thence S01°18'49"E parallel with the west line of said Government Lot 5, 50.38 feet to a point 30.00 feet normally distant northerly of the south line of said Government Lot 5; thence N89°25'51"E parallel with the south line of said Government Lot 5, 64.16 feet to a point on a segment of the north line of said Reserve "E"; thence S52°42'55"E along a segment of the north line of said Reserve "E", 23.22 feet to the point of curvature of a tangent curve to the left in said north line; thence southeasterly along said curve, through a central angle of 04°17'48" and having a radius of 360.00 feet, an arc distance of 27.00 feet, (having a chord length of 26.99 feet bearing S54°51'49"E), to a point on the south line of said Government Lot 5; thence continuing southeasterly and easterly along the last described curve, through a central angle of 20°01'16" and having a radius of 360.00 feet, an arc distance of 125.80 feet, (having a chord length of 125.16 feet bearing S67°01'21"E), to a point 50.00 feet normally distant southerly of the north line of said Government Lot 2; thence S89°25'51"W parallel with the north line of said Government Lot 2, 248.29 feet to a point on a segment of the south line of said Reserve "E", said segment also being the east line of said Lot 8, (said segment also being on the line common to said Government Lots 2 and 3); thence N01°06'30"W along a segment of the south line of said Reserve "E", along the east line of said Lot 8, and along the line common to said Government Lots 2 and 3, 20.00 feet to the point of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this February 4th, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 28, 2014

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3) Allowance No. 1 Budget Initiation
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget.

Background: The contract with Key-Walbridge for the construction of the ACT 3 Terminal Building includes an identified Allowance No. 1 with a placeholder amount of \$9,217,000. This amount was an engineer's estimate that was created in 2009 prior to the design of the information technology (IT) work, which includes the campus-wide telephone, network, electronic video information display system (EVIDS), and security systems. It was anticipated that the actual cost would need to be increased once the full scope of the project was determined, design was completed, and competitive pricing from vendors was obtained. These systems were kept separate from the terminal bid package to allow for a state-of-the-art technology-focused competitive procurement of the vendor (System Integrator), and the recognition that several of the replacement systems operate airport-wide in addition to being in the new terminal.

On October 25, 2013, the Staff Screening and Selection Committee met to evaluate qualification statements of six System Integrator vendors and selected four qualified firms to interview and submit formal cost proposals: C&C Group, Leidos (formerly SAIC), Security Equipment Inc., and SITA. The Committee interviewed the finalists on January 7, 2014, and received best and final offers from each on January 16th. On January 17, 2014, the Committee chose Leidos based on qualifications and experience with similar airport projects, compliance with specifications, project approach, project team, price, value, and presentation.

Analysis: In order to proceed with the IT systems on a schedule that allows for deployment in coordination with the ACT 3 Terminal Building construction schedule, it is necessary to initiate a project with a budget of the placeholder value that is included in the Key-Walbridge contract. The Wichita Airport Authority (WAA) will not be the contracting party with Leidos, but instead Key-Walbridge will enter into a subcontract with Leidos. Key-Walbridge will work with the selected System Integrator to ensure that its solution is integrated into the overall project requirements and negotiate contract terms accordingly. Once that is accomplished, a change order with Key-Walbridge will be developed and presented to the WAA.

Financial Considerations: A project budget of \$9,217,000 to authorize Allowance No. 1 is requested. The additional cost difference (\$1,502,563.09) between the above Allowance No. 1 budget and the final cost that will be paid to the terminal general contractor will be paid from the budgeted ACT 3 program contingency funds. This project is funded with Passenger Facility Charge collections and Airport revenues, either directly or through the repayment of general obligation bonds.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority initiate the project and approve the budget.

Attachments: None.

City of Wichita
City Council Meeting
January 28, 2014

TO: Wichita Airport Authority

SUBJECT: Clear Channel Outdoor, Inc.
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: The Wichita Airport Authority (WAA) and Donrey Outdoor Advertising Company entered into an agreement in December 1997 for the lease of the billboard located at 1421 S. Ridge Road on Mid-Continent Airport. In September 2003, the agreement was assigned to Clear Channel Outdoor, Inc. with the same term and conditions. The term of the agreement was for a 15-year period with one, five-year option term.

Analysis: Clear Channel Outdoor, Inc. is desirous of entering into a new agreement to continue the use of the billboard. The initial term of the agreement is for five years with three, five-year option terms.

Financial Considerations: The annual fee for the lease of the billboard site is \$4,000, or 11% of the gross receipts, whichever is greater. The current agreement pays the WAA \$3,000 annually, but contains no commission on gross sales. Therefore, there will be a minimum of \$1,000 in new annual revenue to the WAA, but potentially will be more due to the new revenue sharing provision. In addition, the agreement stipulates if the option terms are exercised, the base rent will increase by 10% for each option term.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

Attachments: Agreement.



CLEAR CHANNEL OUTDOOR, INC. LEASE AGREEMENT

1. This Lease Agreement ("Lease") is effective December 1, 2013 and entered into between Wichita Airport Authority ("Landlord") and Clear Channel Outdoor, Inc., a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 1604 S. Airport Rd. in the County of Sedgwick in the State of Kansas ("Property") whose permanent property tax number and/or legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). This Lease Agreement includes all necessary rights of ingress and egress. Tenant may license the use of the Structures, or any portion thereof, for any lawful purpose. The advertising faces will be 14'X48', back to back, facing north and south. Tenant shall provide a thirty (30) day written notice to the Landlord prior to any changes made to the structure(s)

2. This Lease Agreement shall commence on August 1, 2013, (Commencement Date) and unless terminated as hereinafter provided, shall continue for an Initial Term of five (5) years from the first day of the month following erection of the advertising structure (Sign Completion Date). This Lease is subject to building permits being issued by governing body(ies).

3. On the commencement date of this Agreement, Retroactively back to August 1, 2013, rent shall commence from the first day of the first month of the term at the annual rate of \$4,000 base per year, or 11% of Gross Sales, whichever is greater, with all subsequent installments due to Landlord upon the anniversary date of the Commencement Date. Balance of any gross rental calculation to be computed at end of each lease year and paid by separate check within 30 days after lease anniversary date. Tenant shall submit with base rent payment an annual statement showing total Gross Sales. LANDLORD shall have the right to audit the records upon reasonable notice to TENANT. TENANT agrees to give LANDLORD or designated examiner access during reasonable hours for inspection of TENANT'S books and records at Tenant's business address in Wichita, Kansas with seven (7) days advance written notice.

The LANDLORD shall have the right to inspect all of the records and books of account of TENANT and also any records and books of account of any company which is owned or controlled by TENANT solely in all instances related to the Structures and the revenues generated therefrom. The subject of the audit shall include but is not limited to, Gross Revenues generated at the Structures, and the TENANT, upon request, shall make all such information available for such inspection. Such books, ledgers, accounts and records shall be available for inspection by LANDLORD for a period of three (3) years from the date of such activity. Any information produced by Tenant shall be maintained as confidential by Landlord

Without waiving any other right of action available to the Landlord, in the event that Tenant is delinquent for a period of fifteen (15) days or more in paying the Landlord any fees payable to the Landlord pursuant to this Lease, the Tenant shall pay to the Landlord interest thereon at the rate of eight percent (8%) per annum from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by Tenant.

In the event that Landlord shall determine additional rents to be due and owing by any audit of Tenant's books and records, such amount shall forthwith be paid by the Tenant to the Landlord with interest thereon at the rate of eight percent (8%) per annum from thirty (30) days following the date such additional rents were determined to be owed by Landlord's audit. If a discrepancy resulting in an underpayment of greater than three percent (3%) exists between the Gross Sales reported by the audit and those reported by Tenant, the Tenant shall pay the costs of the audit.

Failure of the Tenant, its employees or contractors to comply with any obligations of this Lease shall constitute a default and the Landlord may at its sole discretion terminate this Lease after thirty (30) days' prior written notice provided Tenant shall be provided an opportunity for Tenant to cure such default within such notice period.

All sums due hereunder, and the report of percentage of Gross Sales, hereof, shall be delivered to Landlord at the Wichita Airport Authority, 2173 Air Cargo Road, Wichita, Kansas 67209, during regular business hours of the Landlord.

4. This Lease shall continue in full force and effect for its initial term and thereafter for Three (3), Five (5) year option periods with a 10% increase to the base for each subsequent like term, which shall be deemed exercised by Tenant, unless not less than ninety (90) days before the end of the last such subsequent successive like term Landlord or Tenant gives notice of termination. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, Landlord grants Tenant the right of first refusal to match any offer acceptable to Landlord for the use or purchase of all or any portion of the Property. A copy of any such third party offer received by Landlord shall be delivered to Tenant. Tenant shall then have ten (10) business days in which to match such offer by giving notice of acceptance to Landlord. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within ninety (90) days following the termination of this Lease. If for any reason, Tenant's Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures. All such permits shall remain the property of Tenant. Tenant shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Tenant's option. If for any reason the Structures are removed, Tenant, at Tenant's sole expense, shall be required to restore the above ground portions of the Premises to a like and comparable condition as existed prior to erection of the Structure(s).

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit the Property or any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property in this event, parties will negotiate in good faith for the repositioning of

the sign for the remainder of this of this term of this agreement; (e) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (f) the Structures' use is prevented or restricted by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. In addition, if Tenant is prevented from illuminating its signs by law, or other cause beyond Tenant's control, the rent shall be reduced by one-third for such period of non-illumination.

8. If the Structures or the Property, or any part thereof, are condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining property with the prior written consent of Landlord or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. Tenant shall indemnify and hold Landlord harmless from all injuries and damages to the Property or third persons caused by Tenant or Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

12. This Lease and Lease is binding upon the assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. With the exception of assignment to a parent or "holding" company or subsidiary, Tenant shall have no right to assign or delegate any of its rights or duties pursuant to this Lease Agreement without the prior written consent of Landlord, which shall not be unreasonably withheld. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Lease Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever. Tenant shall not license use of the Structures to any other airport facilities.

13. Any notice to any party under this Lease/Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

14. No adult entertainment of a sexual nature, pro-life or abortion material to be posted.

15. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. Landlord hereby grants Tenant the limited authority necessary to record a memorandum of this Lease without Landlord's signature. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement.

Clear Channel Outdoor Inc.

Landlord

By: Valeta Hansen Valeta Hansen
Its: Acting President DATE 1/8/14
Branch Address: 3405 N. Hydraulic
Wichita, KS 67219-3899
Tel No. (316) 838-0871
Lease # 0842

By: _____
Its: _____ (Date)
Printed Name of Landlord: Wichita Airport Authority
Address: 2173 Air Cargo Rd
Wichita, KS 67209
Tel No. (316) 946-4700
SS or Tax ID No. _____

Victor D. White, A. A. E.
Director of Airports

Approved as to form this 1-9-14

Greg E. Kibosty / Law
Director of Law

EXHIBIT A

Property Detail Information

**LOT 1 EXC PT TO CITY FOR HWY BLOCK 1 STAR LUMBER CO. 2ND.
ADD. PER CC# 03CV-578 07/29/03**

Legal Description: LOT 1 EXC PT TO CITY FOR HWY BLOCK 1 STAR LUMBER CO. 2ND.
ADD. PER CC# 03CV-578 07/29/03

Property Owner Name: WICHITA AIRPORT AUTHORITY

Mailing Address: 2173 AIR CARGO RD WICHITA KS 67209-1958

Geo Code: D 29335 **PIN:** 00230340 **AIN:** 138280430100200

Tax Unit: 6702 001 WICHITA U-259 **Land Use:** 9950 Commercial highest and best use



City of Wichita
City Council Meeting
January 28, 2014

TO: Wichita Airport Authority

SUBJECT: Parking Facilities Program
Change Order No. 1
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: The Parking Facilities Program constructs a parking garage in close proximity to the new terminal which will house the customer service counters and covered vehicle ready/return parking spaces for rental cars, as well as covered parking for the public. In addition, terminal area surface parking lots will be reconfigured in order to provide better service for the public and employees, and improvements to the parking revenue control system and the customer exit plaza are planned. This program was approved by the Wichita Airport Authority (WAA) with a budget of \$40 million on June 21, 2011. A contract with Crossland Construction (Crossland) in the amount of \$33,917,971 was approved through the Board of Bids process on April 2, 2013.

Analysis: At the time the construction contract was approved, a parking control system was planned as a separate competitive proposal procurement process. The intent was for the resulting contract to be assigned to Crossland through a change order. On October 3, 2013, the Staff Screening and Selection Committee interviewed four vendors. Amano McGann, Inc. was selected based on experience, team organization, project approach, price, warranty, and Emerging Business Enterprise effort. Change Order No. 1 has been prepared in the amount of \$1,724,489 to assign the parking control system to Crossland Construction and address miscellaneous construction changes.

Financial Considerations: This change order is within the existing project budget, which is funded with a combination of rental car Customer Facility Charge (CFC) receipts and general obligation bonds repaid with Airport revenues.

Legal Considerations: The Law Department has reviewed and approved the change order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 1.

CHANGE ORDER # 1

**Airport Parking Structure, Rental Car Facility and Surface Parking Lots
The Wichita Mid-Continent Airport
City Of Wichita Project No. 451-418-2
CWI No. N3-2011-443**

CHANGE ORDER

No. 1

Dated Friday, December 20, 2013

Owner's Project No. City of Wichita No. 451-418-2

Project: Airport Parking Structure, Rental Car Facility and Surface Parking Lots

Owner: The Wichita Airport Authority

Contractor: Crossland Construction Co., Inc. Contract Date: 2 April 2013

Contract For: Multi-level parking structure with access ramps, rental car customer service building, two overhead pedestrian canopies, parking office, exit plaza canopy, improvements to surface parking lots, new pavement, landscaping and irrigation, and parking access and revenue control system.

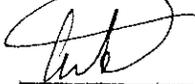
To: Crossland Construction Co., Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

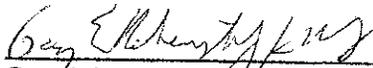
Carl Brewer, President, Owner

Date: _____



Victor White, Director of Airports

Date: 1/10/14



Gary Rebenstorf, Director of Law
Approved as to form

Date: 1-13-14

Attest

Date: _____

RECEIVED

JAN 10 2014

REPORT ENGINEERING

CHANGE ORDER # 1

Airport Parking Structure, Rental Car Facility and Surface Parking Lots The Wichita Mid-Continent Airport City Of Wichita Project No. 451-418-2 CWI No. N3-2011-443

Nature of Change:

- 1] For the installation of SWS Line 4, the new Drop Inlet (5'x5') at station 0+00.00 is to be omitted. Likewise, the existing SWS structure is to remain (omit removal). The existing inlet is to be cored to accept a 24" RCP, plus additional repair work. The cost for this change is \$3,418.00. There is no change in contract time due to this change.
- 2] In reaction to existing conditions, removal of junction box (hand hole) where there is conflict with planned roadwork near the vehicle inspection lane. The cost for this change is \$1,305.00. There is no change in contract time due to this change.
- 3] An unmarked, unknown watermain servicing the DHL building was hit and damaged during irrigation trenching. A certified plumber made the necessary repairs. The cost for this change is \$360.00. There is no change in contract time due to this change.
- 4] Add open air trenches at all landscaped areas in lieu of aluminum edging. Aluminum edging quantity will be under-run when associated work is complete. The cost for this change is \$7,888.00. There is no change in contract time due to this change.
- 5] Irrigation lines installed at depths greater than specified, as directed by the owner, in location of future development to minimize conflicts. The cost for this change is \$1,434.00. Two (2) calendar days will be added for completion of Milestone #3.
- 6] Drain line within garage required to be deeper than originally specified. Additional excavation cost was required. The cost for this change is \$1,683.00. There is no change in contract time due to this change.
- 7] Amend Bid Item #201 unit price, per Crossland Construction Co. correspondence to WAA on 03-29-13, to \$100 per EA. There is no change in contract time due to this change.
- 8] Add new Bid Item #204 "Stainless Steel Bollards - Reduced Quantity Pricing" with a unit price of \$1,714.00 EA. This bid item to be measured and paid for a total installed quantity of ten (10) stainless steel bollards. This then assumes a 100% under-run of Bid Item #148 Stainless Steel Bollards. Bid Item #148 will be under-run when associated work is complete. The cost for this change is \$17,140.00. There is no change in contract time due to this change.
- 9] Eliminate Milestone #1 for opening of spine road connection to loop road within 75 calendar days due to Owner initiated activities.
- 10] Per specification section 01 21 00 Assignments, add work associated with the procurement and installation of the Parking Control System. Cost includes direct pricing from the selected vendor (Amano-McGann, Inc.) and 3% General Contractor mark-up that is allowed per specification 01 21 00-3.1-A-1-b. The cost for this change is \$1,691,260.45. There is no change in contract time due to this change

CHANGE ORDER # 1
Airport Parking Structure, Rental Car Facility and Surface Parking Lots
The Wichita Mid-Continent Airport
City Of Wichita Project No. 451-418-2
CWI No. N3-2011-443

Total Contract Price Prior to This Change Order	\$ <u>33,917,970.53</u>
Total Net Change Resulting from This Change Order	\$ <u>1,724,488.45</u>
Total Contract Price Including This Change Order	\$ <u>35,642,458.98</u>

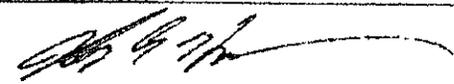
Changes to Contract Time (per Milestone, as affected this Change Order)

Milestone #3 Contract Time Prior to this Change Order	<u>120</u> Calendar Days
Milestone #3 Contract Time net increase resulting from this Change Order	<u>2</u> Calendar Days
Milestone #3 Contract Time including this Change Order	<u>122</u> Calendar Days

The Contract Time for completion of Milestone #1 is voided.

The Above Changes Are Approved:

Carl Walker, Inc.

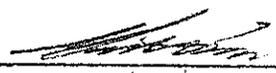
By: 

Date: 12-20-2013

The Above Changes Are Accepted:

Crossland Construction Co., Inc.

Contractor

By: 

Date: 12/30/2013

CHANGE ORDER # 1
Airport Parking Structure, Rental Car Facility and Surface Parking Lots
The Wichita Mid-Continent Airport
City Of Wichita Project No. 451-418-2
CWI No. N3-2011-443

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: For the installation of SWS Line 4, the new Drop Inlet (5'x5') at station 0+00.00 is to be omitted. Likewise, the existing SWS structure is to remain (omit removal). The existing inlet is to be cored to accept a 24" RCP, plus additional repair work.

TOTAL COST FOR ITEM NO. 1 \$ 3,418.00

There shall be no change in contract time due to this change.

ITEM NO. 2: In reaction to existing conditions, removal of junction box (hand hole) where there is conflict with planned roadwork near the vehicle inspection lane.

TOTAL COST FOR ITEM NO. 2 \$ 1,305.00

There shall be no change in contract time due to this change.

ITEM NO. 3: An unmarked, unknown watermain servicing the DHL building was hit and damaged during irrigation trenching. A certified plumber made the necessary repairs.

TOTAL COST FOR ITEM NO. 3 \$ 360.00

There shall be no change in contract time due to this change

ITEM NO. 4: Add open air trenches at all landscaped areas in lieu of aluminum edging. Aluminum edging quantity will be under-run when associated work is complete..

TOTAL COST FOR ITEM NO. 4 \$ 7,888.00

There shall be no change in contract time due to this change.

ITEM NO. 5: Irrigation line depths were modified and installed deeper than required before reverting back to less restrictive requirements.

CHANGE ORDER # 1
Airport Parking Structure, Rental Car Facility and Surface Parking Lots
The Wichita Mid-Continent Airport
City Of Wichita Project No. 451-418-2
CWI No. N3-2011-443

TOTAL COST FOR ITEM NO. 5 \$ 1,434.00

Two (2) calendar days will be added for completion of Milestone #3.

ITEM NO. 6: Drain line within garage required to be deeper than originally specified. Additional excavation cost was required.

TOTAL COST FOR ITEM NO. 6 \$ 1,683.00

There shall be no change in contract time due to this change.

ITEM NO. 7: Amend Bid Item #201 unit price, per Crossland Construction Co. correspondence to WAA on 03-29-13.

The impact to existing contract items is shown below.

ITEM	QUANTITY	UNIT	PREVIOUS UNIT COST	NEW UNIT COST	UNIT COST ADJUST	EXTENSION
201 Pile Set-up Cost	N/A	EA	\$ 15,756.00	\$ 100.00	\$ -15,656.00	\$ N/A

TOTAL COST FOR ITEM NO. 6 \$ N/A

There shall be no change in contract time due to this change.

ITEM NO. 8: Add new Bid Item #204 "Stainless Steel Bollards -- Reduced Quantity Pricing" with a unit price of \$1,714.00 EA. This bid item to be measured and paid for a total installed quantity of ten (10) stainless steel bollards. This then assumes a 100% under-run of Bid Item #148 Stainless Steel Bollards. Bid Item #148 will be under-run when associated work is complete.

ITEM	PREVIOUS QUANTITY	UNIT	UNIT COST	NEW QTY	QTY ADJUST	COST ADJUST
204 Stainless Steel Bollards- Reduced Quantity Price	N/A	EA	\$ 1714.00	10	N/A	\$ 17,140.00

CHANGE ORDER # 1
Airport Parking Structure, Rental Car Facility and Surface Parking Lots
The Wichita Mid-Continent Airport
City Of Wichita Project No. 451-418-2
CWI No. N3-2011-443

TOTAL COST FOR ITEM NO. 8 \$ 17,140.00

There shall be no change in contract time due to this change.

ITEM NO. 9: Eliminate Milestone #1 for opening of spine road connection to loop road within 75 calendar days due to Owner initiated activities.

There is no impact to existing contract items and there is no adjustment to contract costs for this change.

TOTAL COST FOR ITEM NO. 9 \$ 0.00

ITEM NO. 10: Per specification section 01 21 00 Assignments, add work associated with the procurement and installation of the Parking Control System. Cost includes direct pricing from the selected vendor (Amano-McGann, Inc.) and 3% General Contractor mark-up that is allowed per specification 01 21 00-3.1-A-1-b.

Subcontract with Amano-McGann Inc.	\$ 1,608,054.38
General Contractor Insurance Cost (1%)	\$ 16,080.55
General Contractor Bond Cost (1.1%)	\$ 17,865.49
General Contractor Mark-Up for Project Management and Coordination (3%)	<u>\$ 49,260.03</u>
Total	\$ 1,691,260.45

TOTAL COST FOR ITEM NO. 10 \$ 1,691,260.45

There shall be no change in contract time due to this change.

TOTAL COST FOR CHANGE ORDER NO. 1 \$ 1,724,488.45

CROSSLAND

CONSTRUCTION COMPANY, INC.

Prime Contract Change Order

Detailed, Grouped by Each Number

Wichita Airport Parking & Rental Car Facility
 Crossland Construction Jobsite Trailer
 2123 Air Cargo Road
 Wichita, KS 67209

Project # 13KS14GFID
 Tel: 316-260-3601 Fax:

Crossland Construction Company

Date: 12/30/2013

To Contractor:
 Crossland Construction Company
 833 South East Ave
 PO Box 45
 Columbus, KS 66725

Architect's Project No:
 Contract Date: 6/27/2013
 Contract Number: 13KS14GFID
 Change Order Number: 001

The Contract is hereby revised by the following items:

Prime Contract Change Order #01

PCO	Description	Amount
010-001	COPR #03, storm sewer changes for item #03	3,418.00
015	Cost Arising from RFI #47, conflict with hand hole and light pole	1,305.00
016	Hit unmarked utility, DHL water main	360.00
020	ASI #10, Aluminum Edging	7,888.00
008-002	ASI #04, increase depth of irrigation lines directive	1,434.00
025	RFI #72, Floor Drain Flow Line Revision	1,683.00
019	ASI #09, Stainless Steel Bollards	17,140.00
028	COPR #08-001, parking control system work	1,691,260.45

Clarifications regarding PCCO #01.

Per numbering system of PCCO #01

1. COR 10-001 this is for only for 1 part of the COPR #03. We did claim time however since, milestone #01 is thrown out per PCCO item #9, we do not take exception.
2. COR 15, did have an impact on milestone 3 but the time and dollar amount impacts are not fully known and cannot be submitted. The approval of Wester pole base relocations remains unapproved and not relocated is what I am told. Irrigation change order in this area remains unapproved and will have an impact on time and additional cost as stated in the COR and as discussed in our progress meetings. Once all work in this area has been approved and allowed to be completed costs and additional lost time to milestones to be submit in an additional COR and will include lost time in this COR. Electrical work outlined in the COR has been completed and needs to be allowed to be billed.
3. COR 16, no comment
4. COR 20, no comment
5. COR 008-002, no comment
6. COR 25, I am not sure why this COR is on the prime contract change order #01. There will be additional time requested per our email response to the approval of this COR 12-16-2013, Crossland stated they will revise this COR once the full impact is known.
7. I do not believe group 2 or group 3 alternates were accepted and is not part of the contract. I do not believe this item should be on a prime contract change order as this just confuses things. Not sure why this is on here. Per Carl Walker, the group 3 alternates were not really alternates. They were unit prices to be quoted for additional (or reduced) pile installation work should such work be required at no fault of the contractor (such as hitting a boulder or other large obstruction). It had no bearing on contract price, or bid selection. John with the WAA requested this be included for the record.
8. COR 19, per ASI #09 there is to be 10 stainless bollards remaining. The materials have been ordered, this item is not a stock item, if quantity changes the unit price will need to be adjusted. The unit price is for 10 bollards to be installed in one location at one time.
9. Deletion of Milestone #01, no comment.
10. COR 28, no comment.

The original Contract Value was.....	33,917,970.53
Sum of changes by prior Prime Contract Change Orders.....	0.00
The Contract Value prior to this Prime Contract Change Order was.....	33,917,970.53
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	1,724,488.45
The new Contract Value including this Prime Contract Change Order will be.....	35,642,458.98
The Contract duration will be changed by.....	2 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Carl Walker Inc
ARCHITECT
2801 Network Blvd, Suite 101
Frisco, TX 75034

Address
By Jeff Hanson

SIGNATURE _____

DATE _____

Crossland Construction Company
CONTRACTOR
833 South East Ave
PO Box 45
Columbus, KS 66725

Address
By Garrett Frieden

SIGNATURE [Signature]

DATE 12/30/2013

Wichita Airport Authority
OWNER
2173 Air Cargo Road
Wichita, KS 67209

Address
By John Oswald

SIGNATURE _____

DATE _____

City of Wichita
City Council Meeting
January 28, 2014

TO: Wichita Airport Authority

SUBJECT: South Maintenance Yard Paving and Drainage Improvements
Budget Adjustment and Supplemental Agreement No. 1
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment and supplemental agreement.

Background: The South Maintenance Yard Paving and Drainage Improvements Project makes improvements to the South Maintenance Yard where airfield equipment and materials are stored and maintained. These improvements include new pavement, improved drainage, enhanced security, lighting, safety, communications, and connecting the existing buildings to the sanitary sewer system. Additionally, a new potassium acetate storage and containment facility will be constructed to better serve the airfield snow and ice removal during winter weather events. A contract with Certified Engineering Design (CED) in the amount of \$108,708, approved June 26, 2012, included initial design and bid-phase services.

Analysis: The approved budget of \$1,000,000 was originally established in June 2012 to cover the initial expenses and consultant services prior to full project definition. At the time the initial budget was approved, the Wichita Airport Authority (WAA) was advised of the intent to subsequently increase the budget when the design was complete and a more accurate cost estimate could be developed. The project is nearing construction and a budget increase is requested to cover the construction-related services and anticipated construction costs. Additional engineering services are required to modify the potassium acetate storage facility, adjust utilities for a pending equipment storage building, and to provide for a vehicle security gate, additional surveys, and an equipment storage building to replace Hangar 20, which is currently used for equipment storage and will be demolished prior to the opening of the new terminal. A supplemental agreement with CED in the amount of \$184,538 is presented for the additional services.

Financial Considerations: A budget increase of \$2,035,000 is requested to cover the final scope of construction and the related costs, bringing the total budget to \$3,035,000. This project is included in the Capital Improvement Program and will be funded with a combination of Passenger Facility Charge (PFC) receipts and general obligation bonds repaid with Airport revenues.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget increase and the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

CERTIFIED ENGINEERING DESIGN, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated June 26, 2012 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to South Maintenance Yard Improvements & Parking Lot Reconstruction.

WHEREAS, ARTICLE IV, B. of the 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 CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

a. Design Services:

1. Supplemental surveys to include the area west of Eitel Road and south of 31st Street South.
2. Structural engineering services to evaluate the fuel island canopy.
3. Structural engineering services to modify the design of the pre-engineered metal building at the potassium acetate storage tanks.
4. Electrical engineering services for the added vehicle security gate electrical and communication infrastructure on Eitel Road.
5. Rebidding the project due to the prior bids exceeding the engineer's estimate.
6. Relocating already designed utilities to accommodate a future equipment storage building and to avoid the future project from moving the utilities.

7. Site work and grading for the future equipment storage building.

b. Construction Phase Services:

1. Inspection and testing of the water, sanitary sewer and drainage private projects as required by the City of Wichita.
2. Inspections and documentation of the SWPP from the beginning of the Project through the Notice of Termination. Inspections shall occur weekly and within 24 hours if a rain event that is 0.5 inch or greater.
3. Review, approve and forward undisputed requests for payment to the OWNER within seven business days of receipt from the contractor.

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

a. Design Services:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of a lump sum fee of \$55,780.00.

Reference Exhibit SA-1A for the fee schedule.

b. Construction Phase Services:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of a cost plus fixed fee basis; the total including reimbursable expenses shall not exceed \$128,758.00.

Refer to Exhibit SA-1B for a fee schedule.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original Contract terms are similarly incorporated into Supplemental Agreement No. 1 and that the terms of the original Agreement and all prior supplemental agreements are re-adopted by this Agreement.

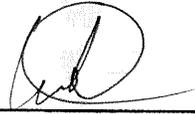
IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2014.

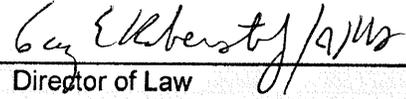
ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

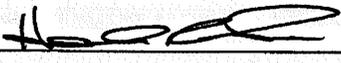
By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By:  _____
Victor White, Director of Airports

APPROVED AS TO FORM:  _____ Date: 1-3-14
Director of Law

CERTIFIED ENGINEERING DESIGN
1935 WEST MAPLE
WICHITA, KANSAS

By:  _____
Title: President

Attachments: SA-1A and SA-1B Fee Sheets
SA-1C Schedule

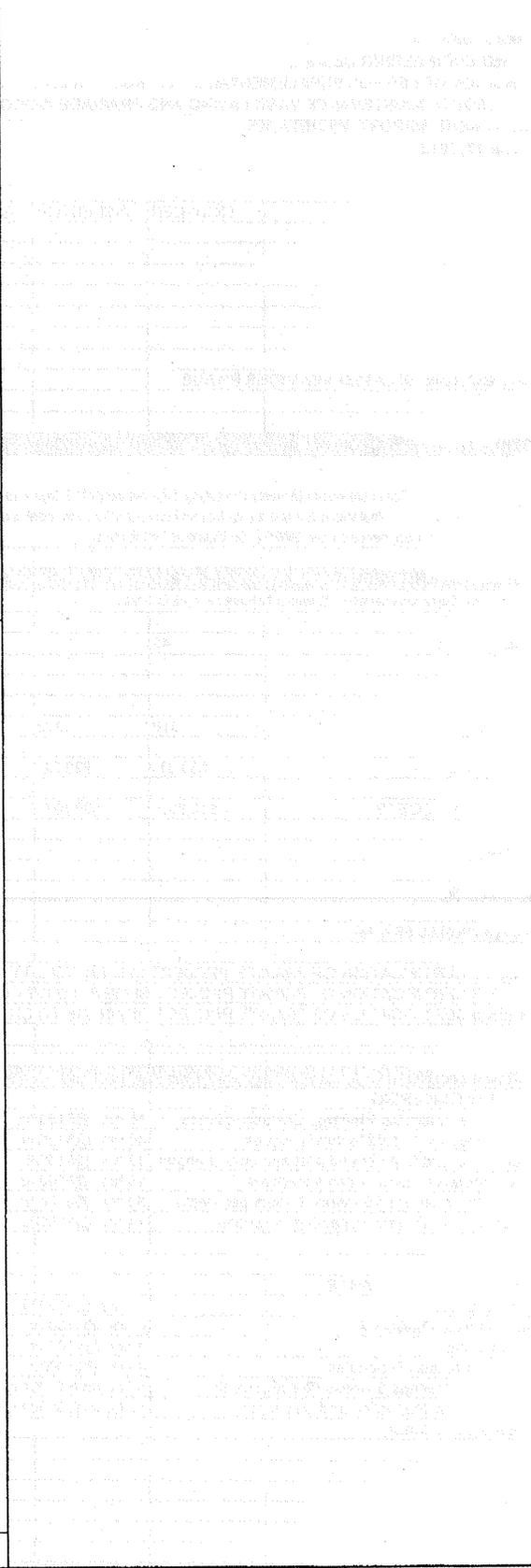
EXHIBIT SA-1B

**CERTIFIED ENGINEERING DESIGN, P.A.
 CALCULATION OF FEE FOR SUPPLEMENTAL CONSTRUCTION ENGINEERING SERVICES
 FOR WAA SOUTH MAINTENANCE YARD PAVING AND DRAINAGE IMPROVEMENTS
 MID-CONTINENT AIRPORT, WICHITA, KS
 December 17, 2013**

ITEM	ENGINEER	INSPECTOR	ENG. TECH.	SURVEY CREW	TOTALS
CONSTRUCTION RELATED SERVICES PHASE					
CONSTRUCTION INSPECTOR		1200			
(Est. Hours=160 cal. Days/7days per week=23 weeksx5 working days perweek=115 days x 10 hour working days=1,150 hours+ 50 hrs. for final inspection and punch list requirements after substantial completion, including Private Project documentation and SWPPP Certificate of Termination)					
PROFESSIONAL ENGINEER	276				
(Est. Hours=160 cal. Days/7days per week=23 weeksx12 hours per week=276 hrs.)					
AS-BUILT PLANS	40		80		
TOTAL HOURS	316	1200	80	0	1596
RATE PER HOUR	\$33.33	\$22.22	\$34.10	\$43.18	
TOTAL HOURLY COSTS	\$10,532	\$26,664	\$2,728	\$0	\$39,924
OVERHEAD				1.25	\$49,905
FIXED FEE(15%)					\$13,474
MILEAGE(3,200@\$0.58/mile)					\$1,856
ENGINEER'S CERTIFICATION OF PRIVATE PROJECT WATER TO CITY ENGINEERING					\$350
ENGINEER'S CERTIFICATION OF PRIVATE PROJECT SEWER TO CITY ENGINEERING					\$350
ENGINEER'S CERTIFICATION OF PRIVATE PROJECT DRAINAGE TO CITY ENGINEERING					\$350
				SUBTOTAL	\$106,210
SUBCONSULTANTS					
JOHNSON ENGINEERING					
Shop Drawings, Submittal Reviews, Correspondence		18 hrs. @\$100/hr.			\$1,800
Evaluate & Respond to field technical issues		40 hrs. @\$100/hr.			\$4,000
Evaluate & Respond to proposed cost and time changes		12 hrs. @\$100/hr.			\$1,200
Evaluate Contractor Construction schedules		16 hrs. @\$100/hr.			\$1,600
On-Site weekly meetings(15 weeks 2 hours per week)		30 hrs. @\$100/hr.			\$3,000
Preliminary & Final Project Inspection w/ reports		14 hrs. @\$100/hr.			\$1,400
				SUBTOTAL	\$13,000
ENGINEERING CONSULTANTS					
Shop Drawing Review		12 hrs. @\$100/hr.			\$1,200
Answer Technical Questions		6 hrs. @\$100/hr.			\$600
Valu Engineering		8 hrs. @\$100/hr.			\$600
Evaluate Construction Schedules		4 hrs. @\$100/hr.			\$400
On-site weekly Meetings(6 weeks @ 8 hrs./week)		48 hours@\$100/hr.			\$4,800
Preliminary & Final Inspection and punch lists		16 hours@\$100/hr.			\$1,600
Mileage(600@\$0.58/mile)					\$348
				SUBTOTAL	\$9,548
TOTAL					\$128,758
TOTAL FEE(NOT TO EXCEED) =					\$128,758

**CERTIFIED ENGINEERING DESIGN, P.A.
PROPOSED DESIGN SCHEDULE FOR
WAA SOUTH MAINT. YARD
DRAINAGE/PAVING/UTILITY PROJ. NO. 452-426
SUPPLEMENTAL AGREEMENT DESIGN SCHEDULE**

ID	Task Name	Duration	Start	Finish	December	January	February	March	April	May
					Dec 1 ec 1	Jan 1 an 1 ec 2	Feb 1 an 2	Mar 1 ar 1	Apr 1 ar 2	May 1 ay
1	WAA-South Maintenance Yard Paving, Drainage, Utility Improvements	85 days	Mon 1/6/14	Fri 3/21/14						
2	Phase 1 - Water, Sanitary Sewer, Storm Plan Revisions	33 days	Mon 1/6/14	Wed 2/19/14						
3	Water, Sanitary, Storm Sewer, Electrical, Communication Plan Design	33 days	Mon 1/6/14	Wed 2/19/14						
4	WAA Staff Review of Revised Plans	7 days	Thu 2/20/14	Fri 2/28/14						
5	WAA Staff Review of Revised Plans	7 days	Thu 2/20/14	Fri 2/28/14						
6	Plans and Specifications Revisions	15 days	Mon 3/3/14	Fri 3/21/14						
7	Plans and Specifications Final Revisions	15 days	Mon 3/3/14	Fri 3/21/14						



Project: WAA-SMY-DesignbySA#1.msp
Date: Fri 1/3/14

Task Split Progress

Milestone Summary Project Summary

External Tasks External Milestone External Milestone

Deadline