Table of Contents

Agenda . . . 3

III-1. Public Hearing on Union Station Project Plan. (District I)

Agenda Report No. III-1 . . . 10

III-2. Buffalo Park Construction. (District V)

Agenda Report No. III-2 . . . 11

Resolution No. 15-036 . . . 13

IV-1. Appeal of Historic Preservation Board Denial of Demolition of Leona Apartment Building, 507 S. Market, which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

Agenda Report No. IV-1 . . . 15

01-12-2015 Draft Minutes . . . 16

Letter of Intent to Appeal-Signed . . . 18

IV-2. Appeal of Historic Preservation Board Denial of Demolition of Naomi Apartment Building, 509 S. Market, which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

Agenda Report No. IV-2 . . . 19

01-12-2015 Draft Minutes . . . 20

Letter of Intent to Appeal-Signed . . . 22

IV-3. Appeal of Historic Preservation Board Denial of Demolition of Ellington Apartment Building 514 S. Main, which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

Agenda Report No. IV-3 . . . 23

01-12-2015 Draft Minutes . . . 24

Letter of Intent to Appeal-Signed . . . 26

IV-4. Ordinance Making a Non-Substantial Change to the Union Station District Plan. (District I)

Agenda Report No. IV-4 . . . 27

Ordinance No. 49-938 . . . 29

IV-5. Utility Cost of Service Analysis.

Agenda Report No. IV-5 . . . 36

Cost of Analysis . . . 37

IV-6. Improvements to K-96 and Hoover Road. (District VI)

Agenda Report No. IV-6 . . . 52

Resolution No. 15-031 . . . 54

K-96 Budget Sheet . . . 56

K-96 SDA#4 . . . 57

IV-7. Award of Transit Performance Analysis.

Agenda Report No. IV-7 . . . 64

Contract . . . 66

II-5a. Petitions for Improvements to Maize and 29th Commercial Addition. (District V)

Agenda Report No. II-5a . . . 86

Supporting Document 87
Resolution No. 15-035 94
Resolution No. 15-032 96
Budget Sheets 98

II-5b. Paving Improvements in Legacy Third Addition. (District IV)
Agenda Report No. II-5b 100
Supporting Document 101
Resolution No. 15-033 108

II-6a. Supplemental Design Agreement No. 7 for Improvements to Kellogg, 151st Street West to Mid-Continent Interchange. (District IV)
Agenda Report No. II-6a 111
Supporting Document 113

II-8. Paving Improvements in Blackstone Addition. (District V)
Agenda Report No. II-8 118
Supporting Document 119
NTBA PE 121

II-10. Private Lot Cleanup Services.
Agenda Report No. II-10 123
MABCD Supporting Document HD Mills and Sons Inc Pvt Lot Cleanup Contract 124
MABCD Supporting Document T&G Mowing & Excavating Inc Pvt Lot Cleanup Contract 132

II-11. Amending Resolution for the 2008-2009 Traffic Signalization Program.
Agenda Report No. II-11 140
Resolution No. 15-034 141

II-12. 2015-2017 Kansas Special Traffic Enforcement Program (STEP) Agreement.
Agenda Report No. II-12 143
2015-2017 STEP Agreement/Contract 144

II-13. Amendment to General Urban Renewal Plan of November 27, 1972, for the Wichita Neighborhood Development Program Urban Renewal Area of Wichita, Kansas.
Agenda Report No. II-13 152
Disposition Supp No. 7 154
Amendment to General Urban Renewal Plan 158

II-14. Second Reading Ordinances.
Agenda Report No. II-14 161

II-15. *PUD2014-00002 – Zone Change from LI Limited Industrial to Planned Unit Development #43 on Property Located East of South West Street, Approximately 1/3 Mile South of West MacArthur Road, 4340 South West Street. (District IV)
Agenda Report No. II-15 162
Ordinance No. 49-937 167
Background Information 168

REVISED:
ADDITION OF UNFINISHED BUSINESS ITEM III-2
CONSENT ITE M II-9 MOVED TO NEW BUSINESS ITEM IV-7

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 3, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on January 27, 2015

AWARDS AND PROCLAMATIONS

-- Proclamation:

Girl Scout Cookie Month

-- Service Award:

Clark Wiemeyer

-- National Finance Awards:

1) Certificate of Achievement for Excellence in Financial Reporting
2) Certificate of Outstanding Achievement in Popular Annual Financial Reporting

-- Santa's Super Helper Awards:

Recreation Division of the City of Wichita

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Christopher Brant - Proposed film ordinance within the Wichita City limits.

2. Mark Gietzen - Fluoride and children.

II. CONSENT AGENDAS ITEMS 1 THROUGH 15

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Public Hearing on Union Station Project Plan. (District I)

   RECOMMENDED ACTION: Cancel the public hearing on the Union Station District Plan.

2. ***Buffalo Park Construction. (District V)***
   (Deferred January 6, 2015)

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

IV. NEW COUNCIL BUSINESS

1. Appeal of Historic Preservation Board Denial of Demolition of Leona Apartment Building, 507 S. Market, which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

   RECOMMENDED ACTION: Find there are no "prudent and feasible alternatives" to the demolition of the Leona Apartment Building located at 507 S. Market and overturn the denial of HPC2014-00062.

2. Appeal of Historic Preservation Board Denial of Demolition of Naomi Apartment Building, 509 S. Market, which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

   RECOMMENDED ACTION: Find there are no "prudent and feasible alternatives" to the demolition of the Naomi Apartment Building located at 509 S. Market and overturn the denial of HPC2014-00063.

3. Appeal of Historic Preservation Board Denial of Demolition of Ellington Apartment Building 514 S. Main, which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

   RECOMMENDED ACTION: Find there are no "prudent and feasible alternatives" to the demolition of the Ellington Apartment Building located at 514 S. Main and overturn the denial of HPC2014-00064.

4. Ordinance Making a Non-Substantial Change to the Union Station District Plan. (District I)

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

5. Utility Cost of Service Analysis.

   RECOMMENDED ACTION: Approve the contract with Raftelis Financial Consultants and authorize the necessary signatures.

6. Improvements to K-96 and Hoover Road. (District VI)

   RECOMMENDED ACTION: Approve the design concept, supplemental agreement, and revised budget, adopt the amending resolution, and authorize all necessary signatures, including those for the acquisition and granting of easements, and for all permits and agreements associated with the project.

7. ***Award of Transit Performance Analysis.***

   RECOMMENDED ACTION: Approve the selection of Nelson/ Nygaard and authorize the contract in the amount of $99,562 for a transit performance analysis.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 2, 2015.

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

2. Applications for Licenses:

Renewal	2015	Address
Robert Floyd	Armour Gift Shope Inc. dba Patricia's	2606 South Rock Road SU100

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption on Premises)
Eric N Estes	Qudoba Mexican Grill #2872**	430 North Rock Road
Greg A White	Taco Tico #4813**	1303 North Tyler

Renewal	2015	(Consumption off Premises)
Jay A Johnson	Johnson's General Store #6***	1003 South Seneca
Jay A Johnson	Johnson's General Store#39***	5400 North Meridian
Navid Haeri	La Carniceria Mexicana***	3108 East 31st South
Amzad Chowdhuoy	PP Station***	2601 North Broadway

   **General/Restaurant (need 50% or more gross revenue from sale of food)
   ***Retailer (Grocery stores, convenience stores, etc.)

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

4. Preliminary Estimates:
   a. (NONE)

   RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:
   a. Petitions for Improvements to Maize and 29th Commercial Addition. (District V)
   b. Paving Improvements in Legacy Third Addition. (District IV)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Design Services Agreements:
   a. Supplemental Design Agreement No. 7 for Improvements to Kellogg, 151st Street West to Mid-Continent Interchange. (District IV)

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

7. Minutes of Advisory Boards/Commissions

   Board of Park Commissioners, December 8, 2014
   Board of Park Commissioners, December 13, 2014 (Retreat)
   Joint Investment Committee, December 4, 2014
   Wichita Public Library, December 16, 2014
   Bicycle and Pedestrian Advisory Board, December 10, 2014
   Wichita Employees' Retirement System, December 17, 2014

   RECOMMENDED ACTION: Receive and file.

8. Paving Improvements in Blackstone Addition. (District V)

   RECOMMENDED ACTION: Approve the revised budget and estimate, approve acceptance of the lowest bid, and authorize the necessary signatures.

9. Award of Transit Performance Analysis. **MOVED TO NEW BUSINESS IV-7**

10. Private Lot Cleanup Services.

    RECOMMENDED ACTION: Approve the contracts with H. D. Mills and Sons, Inc. and T & G Mowing & Excavation, Inc., and authorize the necessary signatures.

11. Amending Resolution for the 2008-2009 Traffic Signalization Program.

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

12. 2015-2017 Kansas Special Traffic Enforcement Program (STEP) Agreement.

    RECOMMENDED ACTION: Review and authorize the submission of the grant application.

13. Amendment to General Urban Renewal Plan of November 27, 1972, for the Wichita Neighborhood Development Program Urban Renewal Area of Wichita, Kansas.

    RECOMMENDED ACTION: Approve the Amendment to General Urban Renewal Plan and authorize the necessary signatures.

14. Second Reading Ordinances: (First Read January 27, 2015)
    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.

15. *PUD2014-00002 – Zone Change from LI Limited Industrial to Planned Unit Development #43 on Property Located East of South West Street, Approximately 1/3 Mile South of West MacArthur Road, 4340 South West Street. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change and place the ordinance on first reading (simple majority vote).

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.

.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

Agenda Item No. III-1

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing on Union Station Project Plan (District I)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendations: Cancel the public hearing on the Union Station District Plan.

Background: On November 25, 2014, the City Council set a public hearing date of January 6, 2015, to consider a single project plan for the entire District. On January 6, 2015, the public hearing was continued to January 13, 2015, at the request of the developer. On January 13, 2015, the developer requested that the public hearing be continued to February 3, 2015. The developer has subsequently determined that two project plan areas are needed in the District. The developer has requested that the City Council not consider the single project plan on February 3, 2015, and cancel public hearing.

Analysis: The District Plan adopted in 2014 provided that redevelopment of the District could be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City. In order for the City to adopt the two project plans proposed by the developer for redevelopment of the area, the District Plan needs to be amended to include a map of the Project Areas. A New Business item is on the February 3, 2015, agenda to consider an ordinance amending the District Plan to include a map of the Project Areas.

Financial Considerations: There are no financial considerations.

Legal Considerations: There are no legal considerations.

Recommendation/Action: It is recommended that the City Council cancel the public hearing on the Union Station District Plan.

Attachment(s): None

Agenda Item No. III-2

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council Members

SUBJECT: Buffalo Park Construction (District V)

INITIATED BY: Department of Park and Recreation

AGENDA: Unfinished Business

Recommendations: Approve the project and adopt the resolution.

Background: The 2011-2020 Capital Improvement Plan (CIP) includes funding for construction of improvements at Buffalo Park, near Central and Maize Road. The design firm of Oschner Hare & Hare, LLC (OHH) is finalizing construction plans that include an interactive water feature (spray park), restroom/shelter building, and a parking lot, along with additional amenities. To gather community input, design charrettes were held with area stakeholders. For technical support, the staff from the Public Works & Utilities Department were engaged throughout plan development to assist in analyzing design concepts, provide input on bid documents/project provisions, and offer construction support in an effort to minimize costs while creating a quality project.

Analysis: Final base design includes a "neighborhood green" (an open space for leisure activities and gatherings), a restroom/shelter building and an improved parking lot off of Maize Road. The highlight of the project will be the interactive water feature which is based on prairie themes. Sculptural features and plantings will represent native grasses. This will be the first interactive water feature in West Wichita.

The former fishing pond was drained because of invasive algae and drainage issues. If funding allows, it will be replaced with a bicycle pump track. The track will use the terrain of the pond bottom to create a continuous loop of rolling bumps and banked corners which will allow riders to use their bodies to create forward momentum without pedaling. The enhanced design also includes an expanded parking lot.

Financial Considerations: The 2011-2020 CIP includes $500,000 in 2012 and $500,000 in 2013 for Buffalo Park construction. The funding source is General Obligation Bonds for the base project.

A grant has been submitted for $250,000 from the Land & Water Conservation Fund (LWCF) to leverage current CIP funds of this project. The request to apply for this grant was approved by City Council on April 8, 2014 and the subsequent application was submitted on April 29, 2014. Successful applicants should be selected in early 2015 and notification of awarding of the grant is anticipated in the month of March 2015. The Kansas Department of Wildlife, Parks & Tourism (KDWPT) is also pursuing grant funds for Buffalo Park through the Outdoor Recreation Legacy Partnership Program. Any additional grant funding will be used for the enhanced amenities designed by OHH.

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

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

Attachments: Bonding Resolution.

03/04/2014

RESOLUTION NO. 15-036

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF BUFFALO PARK IMPROVEMENTS.

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 therefore, 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 therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements as follows:

Labor, material, and equipment necessary for design and construction of an interactive water feature (spray park), restroom/shelter building, bicycle pump track, landscaping and parking lot improvements.
.

(collectively, 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 completed at an estimated cost of $1,000,000.

Section 2. **Project Financing**. The costs of the Project, interest on financing and administrative and financing costs shall be payable from 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on February 3, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim City Attorney and Director of Law

Agenda Report No. IV-1

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Appeal of Historic Preservation Board Denial of Demolition of Leona Apartment Building (507 S. Market) which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

HPB Recommendation: The Historic Preservation Board (HPB) voted unanimously to deny the request for demolition (7-0).

Staff Recommendation: Staff recommends that City Council overturn HPB denial of demolition of the Leona Apartment and allow the property owner to proceed with demolition of the structure.

Background: On January 12, 2015, the HPB reviewed a request for demolition of a vacant structure located at 507 S. Market (HPC2014-00062). The owner submitted the request for demolition after numerous attempts to develop a financing package to rehabilitate the structure.

Since the building is listed in the Register of Historic Kansas Places and the National Register of Historic Places, the HPB reviewed the request for demolition in accordance with K.S.A. 75-2715 – 2725. As per the state statute, HPB voted unanimously (7-0) to deny the request for demolition.

Analysis: According to K.S.A. 75-2715 – 2725, mitigating factors cannot be considered by the local Historic Preservation Board. As per the state preservation statute, only the local governing body can consider mitigating factors to determine if there are "prudent and feasible alternatives" to the action requested.

Financial Consideration: Any demolition costs will be paid by the owner.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council find there are no "prudent and feasible alternatives" to the demolition of the Leona Apartment Building located at 507 S. Market and overturn the denial of HPC2014-00062.

Attachment: Draft minutes of January 12, 2015 Historic Preservation Board meeting
Letter from agent to appeal the HPB decision

Meeting started at 2:00 p.m.

Members Present: Claire Willenberg
Mike Seiwert
Randy Doerksen
Vicki Churchman
Barbara Hammond
Elena Ingle
Rachelle Pulkkila

Staff Present: Kathy Morgan, Senior Historic Preservation Planner
Jeff Vanzandt, Assistant City Attorney
Brett Harvey,
Jim Schiffelbein, Planning Analyst

ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

Review of proposed signage for the Scottish Rite Consistory, 322 E. Main

ITEM NO. 3 REVOLVING LOAN FUND UPDATE

The reconciled October Bank Statement shows a balance of $270,125.91, and the amount available for loans is $268,877.91. The deferred loan balance is $25,000.

ITEM NO. 5 APPROVAL OF MINUTES FROM THE 8 DECEMBER 2014 MEETING

MOTION #1: Ingle moved to approve the minutes of the 8 December 2014 meeting; Churchman seconded. Motion carried unanimously (7-0).

ITEM NO. 7 NEW BUSINESS

There were not items to review under new business.

ITEM NO. 8 PROJECT REVIEW

A. MAJOR: HPC2014-00062 Demolition of Leona Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 507 S. Market

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building and at least two fires have been started in this building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #2: Ingle moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Pulkilla seconded. Motion carried unanimously (7-0).

Motion #3: Ingle moved to correct the motion to identify the building as the Leona Apartment; Pulkilla seconded. Motion carried unanimously (7-0).

B. MAJOR: HPC2014-00063 Demolition of Naomi Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 509 S. Market

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #4: Hammond moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Ingle seconded. Motion carried unanimously (7-0).

C. MAJOR: HPC2014-00064 Ellington Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 514 S. Main

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #5: Churchman moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Doerksen seconded. Motion carried unanimously (7-0).

ITEM NO. 9 MISCELLANEOUS MATTERS

1. Update on FABC project – Claire Willenberg updated the HPB on FABC progress.
2. Carol Skaff and Stacy Jones with Cohlmia Marketing gave a presentation of proposed signage for the Scottish Rite Consistory. David Bernstorf represented the Sottish Rite organization. Cohlmia Marketing will consider HPB input and submit signage package for official consideration.

ITEM NO. 10 ADJOURNMENT

MOTION #6: Churchman moved to adjourn the Wichita Historic Preservation Board meeting; Doerksen seconded. Motion carried unanimously (7-0).

The meeting adjourned at 2:50 p.m.

David Redfern

515 S. Main St. Suite 114
Phone: 316-219-6060

Historic Preservation Office

455 N. Main St. 10th Floor Wichita, KS. 67202
Phone: 316-268-4421

To Whom It May Concern,

WaterWalk LLC, represented by David Redfern, and Main Street Apartments USA LLC would like to inform the Wichita City Council of its intent to appeal the decision of the Historic Preservation Office to deny the demolition of the buildings at the following addresses:

507 S. Market

509 S. Market

514 S. Main

We ask that the City Council take into consideration the mitigating factors and overturn the Historic Preservations Office decision.

Thank you,

David Redfern

David Redfern
President
Consolidated Holdings
1/12/2015

Agenda Report No. IV-2

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Appeal of Historic Preservation Board Denial of Demolition of Naomi Apartment Building (509 S. Market) which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

HPB Recommendation: The Historic Preservation Board (HPB) voted unanimously to deny the request for demolition (7-0).

Staff Recommendation: Staff recommends that the City Council overturn HPB denial of demolition of the Leona Apartment and allow the property owner to proceed with demolition of the structure.

Background: On January 12, 2015, the HPB reviewed a request for demolition of a vacant structure located at 509 S. Market (HPC2014-00063). The owner submitted the request for demolition after numerous attempts to develop a financing package to rehabilitate the structure.

Since the building is listed in the Register of Historic Kansas Places and the National Register of Historic Places, the HPB reviewed the request for demolition in accordance with K.S.A. 75-2715 – 2725. As per the state statute, HPB voted unanimously (7-0) to deny the request for demolition.

Analysis: According to K.S.A. 75-2715 – 2725, mitigating factors cannot be considered by the local Historic Preservation Board. As per the state preservation statute, only the local governing body can consider mitigating factors to determine if there are "prudent and feasible alternatives" to the action requested.

Financial Consideration: Any demolition costs will be paid by the owner.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council find there are no "prudent and feasible alternatives" to the demolition of the Naomi Apartment Building located at 509 S. Market and overturn the denial of HPC2014-00063.

Attachment: Draft minutes of January 12, 2015 Historic Preservation Board meeting
Letter from agent to appeal the HPB decision

Meeting started at 2:00 p.m.

Members Present: Claire Willenberg
Mike Seiwert
Randy Doerksen
Vicki Churchman
Barbara Hammond
Elena Ingle
Rachelle Pulkkila

Staff Present: Kathy Morgan, Senior Historic Preservation Planner
Jeff Vanzandt, Assistant City Attorney
Brett Harvey,
Jim Schiffelbein, Planning Analyst

ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

Review of proposed signage for the Scottish Rite Consistory, 322 E. Main

ITEM NO. 3 REVOLVING LOAN FUND UPDATE

The reconciled October Bank Statement shows a balance of $270,125.91, and the amount available for loans is $268,877.91. The deferred loan balance is $25,000.

ITEM NO. 5 APPROVAL OF MINUTES FROM THE 8 DECEMBER 2014 MEETING

MOTION #1: Ingle moved to approve the minutes of the 8 December 2014 meeting; Churchman seconded. Motion carried unanimously (7-0).

ITEM NO. 7 NEW BUSINESS

There were not items to review under new business.

ITEM NO. 8 PROJECT REVIEW

A. MAJOR: HPC2014-00062 Demolition of Leona Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 507 S. Market

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building and at least two fires have been started in this building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #2: Ingle moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Pulkilla seconded. Motion carried unanimously (7-0).

Motion #3: Ingle moved to correct the motion to identify the building as the Leona Apartment; Pulkilla seconded. Motion carried unanimously (7-0).

B. MAJOR: HPC2014-00063 Demolition of Naomi Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 509 S. Market

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #4: Hammond moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Ingle seconded. Motion carried unanimously (7-0).

C. MAJOR: HPC2014-00064 Ellington Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 514 S. Main

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #5: Churchman moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Doerksen seconded. Motion carried unanimously (7-0).

ITEM NO. 9 MISCELLANEOUS MATTERS

1. Update on FABC project – Claire Willenberg updated the HPB on FABC progress.
2. Carol Skaff and Stacy Jones with Cohlmia Marketing gave a presentation of proposed signage for the Scottish Rite Consistory. David Bernstorf represented the Sottish Rite organization. Cohlmia Marketing will consider HPB input and submit signage package for official consideration.

ITEM NO. 10 ADJOURNMENT

MOTION #6: Churchman moved to adjourn the Wichita Historic Preservation Board meeting; Doerksen seconded. Motion carried unanimously (7-0).

The meeting adjourned at 2:50 p.m.

David Redfern

515 S. Main St. Suite 114
Phone: 316-219-6060

Historic Preservation Office

455 N. Main St. 10th Floor Wichita, KS. 67202
Phone: 316-268-4421

To Whom It May Concern,

WaterWalk LLC, represented by David Redfern, and Main Street Apartments USA LLC would like to inform the Wichita City Council of its intent to appeal the decision of the Historic Preservation Office to deny the demolition of the buildings at the following addresses:

507 S. Market

509 S. Market

514 S. Main

We ask that the City Council take into consideration the mitigating factors and overturn the Historic Preservations Office decision.

Thank you,

David Redfern

David Redfern
President
Consolidated Holdings
1/12/2015

Agenda Report No. IV-3

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Appeal of Historic Preservation Board Denial of Demolition of Ellington Apartment Building (514 S. Main) which is Listed on the Register of Historic Kansas Places and the National Register of Historic Places. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

HPB Recommendation: The Historic Preservation Board (HPB) voted unanimously to deny the request for demolition (7-0).

Staff Recommendation: Staff recommends that City Council overturn HPB denial of demolition of the Ellington Apartment and allow the property owner to proceed with demolition of the structure.

Background: On January 12, 2015, the HPB reviewed a request for demolition of a vacant structure located at 514 S. Main (HPC2014-00064). The owner submitted the request for demolition after numerous attempts to develop a financing package to rehabilitate the structure.

Since the building is listed in the Register of Historic Kansas Places and the National Register of Historic Places, the HPB reviewed the request for demolition in accordance with K.S.A. 75-2715 – 2725. As per the state statute, HPB voted unanimously (7-0) to deny the request for demolition.

Analysis: According to K.S.A. 75-2715 – 2725, mitigating factors cannot be considered by the local Historic Preservation Board. As per the state preservation statute, only the local governing body can consider mitigating factors to determine if there are "prudent and feasible alternatives" to the action requested.

Financial Consideration: Any demolition costs will be paid by the owner.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council find there are no "prudent and feasible alternatives" to the demolition of the Ellington Apartment Building located at 514 S. Main and overturn the denial of HPC2014-00064.

Attachment: Draft minutes of January 12, 2015 Historic Preservation Board meeting
Letter from agent to appeal the HPB decision

Meeting started at 2:00 p.m.

Members Present: Claire Willenberg
Mike Seiwert
Randy Doerksen
Vicki Churchman
Barbara Hammond
Elena Ingle
Rachelle Pulkkila

Staff Present: Kathy Morgan, Senior Historic Preservation Planner
Jeff Vanzandt, Assistant City Attorney
Brett Harvey,
Jim Schiffelbein, Planning Analyst

ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

Review of proposed signage for the Scottish Rite Consistory, 322 E. Main

ITEM NO. 3 REVOLVING LOAN FUND UPDATE

The reconciled October Bank Statement shows a balance of $270,125.91, and the amount available for loans is $268,877.91. The deferred loan balance is $25,000.

ITEM NO. 5 APPROVAL OF MINUTES FROM THE 8 DECEMBER 2014 MEETING

MOTION #1: Ingle moved to approve the minutes of the 8 December 2014 meeting; Churchman seconded. Motion carried unanimously (7-0).

ITEM NO. 7 NEW BUSINESS

There were not items to review under new business.

ITEM NO. 8 PROJECT REVIEW

A. MAJOR: HPC2014-00062 Demolition of Leona Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 507 S. Market

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building and at least two fires have been started in this building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #2: Ingle moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Pulkilla seconded. Motion carried unanimously (7-0).

Motion #3: Ingle moved to correct the motion to identify the building as the Leona Apartment; Pulkilla seconded. Motion carried unanimously (7-0).

B. MAJOR: HPC2014-00063 Demolition of Naomi Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 509 S. Market

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #4: Hammond moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Ingle seconded. Motion carried unanimously (7-0).

C. MAJOR: HPC2014-00064 Ellington Apartment RHKP & NRHP
APPLICANT: Main Street Apartments USA, LLC; agent WaterWalk LLC
FOR: 514 S. Main

WaterWalk LLC is in the process of purchasing this apartment building and is requesting a demolition application approval for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places. There have been numerous redevelopment projects that would use the historic tax credits and the low income housing tax credits to redevelop the property. None of these have been able to complete the pro forma analysis to get the project financed. The City has responded to nuisance calls – mostly homeless getting into the building.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied based on the requirements of K.S.A. 75-2715 – 2715. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Motion #5: Churchman moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition of the Naomi Apartment Building, as reviewed in accordance with K.S.A. 75-2715 – 2725; Doerksen seconded. Motion carried unanimously (7-0).

ITEM NO. 9 MISCELLANEOUS MATTERS

1. Update on FABC project – Claire Willenberg updated the HPB on FABC progress.
2. Carol Skaff and Stacy Jones with Cohlmia Marketing gave a presentation of proposed signage for the Scottish Rite Consistory. David Bernstorf represented the Sottish Rite organization. Cohlmia Marketing will consider HPB input and submit signage package for official consideration.

ITEM NO. 10 ADJOURNMENT

MOTION #6: Churchman moved to adjourn the Wichita Historic Preservation Board meeting; Doerksen seconded. Motion carried unanimously (7-0).

The meeting adjourned at 2:50 p.m.

David Redfern

515 S. Main St. Suite 114
Phone: 316-219-6060

Historic Preservation Office

455 N. Main St. 10th Floor Wichita, KS. 67202
Phone: 316-268-4421

To Whom It May Concern,

WaterWalk LLC, represented by David Redfern, and Main Street Apartments USA LLC would like to inform the Wichita City Council of its intent to appeal the decision of the Historic Preservation Office to deny the demolition of the buildings at the following addresses:

507 S. Market

509 S. Market

514 S. Main

We ask that the City Council take into consideration the mitigating factors and overturn the Historic Preservations Office decision.

Thank you,

David Redfern

David Redfern
President
Consolidated Holdings
1/12/2015

Agenda Item No. IV-4

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Ordinance Making a Non-Substantial Change to the Union Station District Plan (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Place the ordinance on first reading amending the Union Station District Plan.

Background: On October 14, 2014, the City Council established the Union Station Redevelopment District (the "District") for the purpose of generating tax increment financing ("TIF") for eligible improvements located within the district. The action taken by the City Council set 2014 as the base year, from which the increase in property tax revenues (the tax increment) would be measured.

On November 25, 2014, the City Council set a public hearing date of January 6, 2015, to consider a single project plan for the entire District. On January 6, 2015, the public hearing was continued to January 13, 2015, at the request of the developer. On January 13, 2015, the developer requested that the public hearing be continued to February 3, 2015. The developer has subsequently determined that two project plan areas are needed in the District. The developer has requested that the City Council not consider the single project plan on February 3, 2015, and allow the public hearing period to expire.

The District Plan adopted in 2014 provided that redevelopment of the District could be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City. In order for the City to adopt the two project plans proposed by the developer for redevelopment of the area, the District Plan needs to be amended to include a map of the Project Areas.

Analysis: When a City establishes a redevelopment district it also adopts a district plan, which provides a general description of the areas where redevelopment will occur, as well as the general plan for redevelopment within those areas. When the City adopted the District Plan in 2014, a map outlining the proposed project areas was omitted.

The inclusion of a map with the District Plan allows the City to clarify its plan for redevelopment of the area. The map is included as an exhibit to the attached ordinance. The map does not include additional land or a substantial change to the District Plan.

Financial Considerations: There are no additional financial costs associated with the non-substantial change. All costs of publishing the ordinance will be paid from the City's Economic Development Fund and will be reimbursed from the TIF proceeds.

Legal Considerations: The City's bond counsel has reviewed the amendment and determined that insertion of a map does not constitute a substantial change under the TIF statute. The ordinance has been prepared by bond counsel, reviewed by the Law Department and approved as to form.

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

Attachment(s): Ordinance amending the Union Station District Plan

Gilmore & Bell, P.C.
01/29/2015

(Published in ***The Wichita Eagle*** on February 13, 2015)

ORDINANCE NO. 49-[938]

AN ORDINANCE AMENDING ORDINANCE NO. 49-839 OF THE CITY OF WICHITA, KANSAS, RELATING TO A NON-SUBSTANTIAL CHANGE TO THE DISTRICT PLAN FOR THE UNION STATION REDEVELOPMENT DISTRICT.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

WHEREAS, by Ordinance No. 49-839, passed October 14, 2014, and published October 17, 2014, the City of Wichita, Kansas (the "City") established a redevelopment district pursuant to K.S.A. 12-1770 *et seq*., as amended, known as the Union Station Redevelopment District (the "District"), and

WHEREAS, the District Plan for the District provided that redevelopment of the District could be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City pursuant to K.S.A. 12-1771; and

WHEREAS, the City's Governing Body desires to designate two project areas within the District to foster development of the District Plan; and

WHEREAS, ***Exhibit C*** to Ordinance No. 49-839 needs to be amended to include ***Schedule 1*** thereto which shall be a map generally describing the redevelopment project areas; and

WHEREAS, such insertion does not constitute an addition to the area of the District or a substantial change to the District Plan as to require public notice and hearing described in K.S.A. 12-1771(e).

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

Section 1. Amendment. ***Exhibit C*** to Ordinance No. 49-839 is hereby amended by the insertion of ***Schedule 1*** thereto in the form attached hereto and incorporated herein by reference.

Section 2. **Ratification**. The rest and remainder of Ordinance No. 49-839 is hereby ratified and confirmed.

Section 3. Effective Date. This Ordinance shall take effect and be in full force after its adoption by the City and publication once in the official newspaper of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council of the City on February 10, 2015 and **SIGNED** by the Mayor.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 10, 2015; that the record of the final vote on its passage is found on page [____] of journal [____]; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on February 13, 2015, and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date..

DATED: February 13, 2015.

_____
Karen Sublett, City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

JLN\600809.70376\ORDINANCE AMENDING DISTRICT PLAN

(Signature Page to Ordinance Certificate)

EXHIBIT C

REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE UNION STATION REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

The property within the proposed district includes all property generally bounded by the railroad right of way on the west, the north right of way line of Douglas Avenue on the north, the east right of way line of Rock Island from Douglas to the south property line of 801 E. Douglas and the east property line of 725 E. Douglas on the east, and the south property line of 801 E. Doulas and south property line of lot 2 of Union Station Addition, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas. The legal description of the proposed district is attached hereto and incorporated herein as Attachment 1.

SECTION 4: BUILDINGS AND FACILITIES

The district is located within Project Downtown and is further identified as a catalyst site for redevelopment. The buildings are part of the 10 acre Union Station complex along the rail corridor. A majority of the buildings were constructed prior to 1950 and are vacant. Design and layout of the buildings creates an economic obsolescence based on current uses.

The redevelopment district is an area that meets the criteria for designation as a "blighted area" as defined by state law governing the establishment and financing of redevelopment districts. Property within a blighted area is legally eligible for establishment of a redevelopment district.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that all property within the redevelopment district will be designated as the "project area" under the redevelopment project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any tax increment financing funds. The plans for redevelopment of the project area generally call for a full remodel and update of the five existing structures and development of two additional commercial structures for a total of almost 275,000 square feet of retail, restaurant, and office space. It is further anticipated that the project will include construction of a public parking structure.

Tax increment financing may be used to pay for eligible costs, on a pay-as-you-go basis, for land acquisition and site preparation including utility relocations, public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas. Tax increment financing may not be used for construction of any buildings owned or leased to a private, nongovernmental entity, except for a multilevel parking facility.

SECTION 6: CONCLUSION

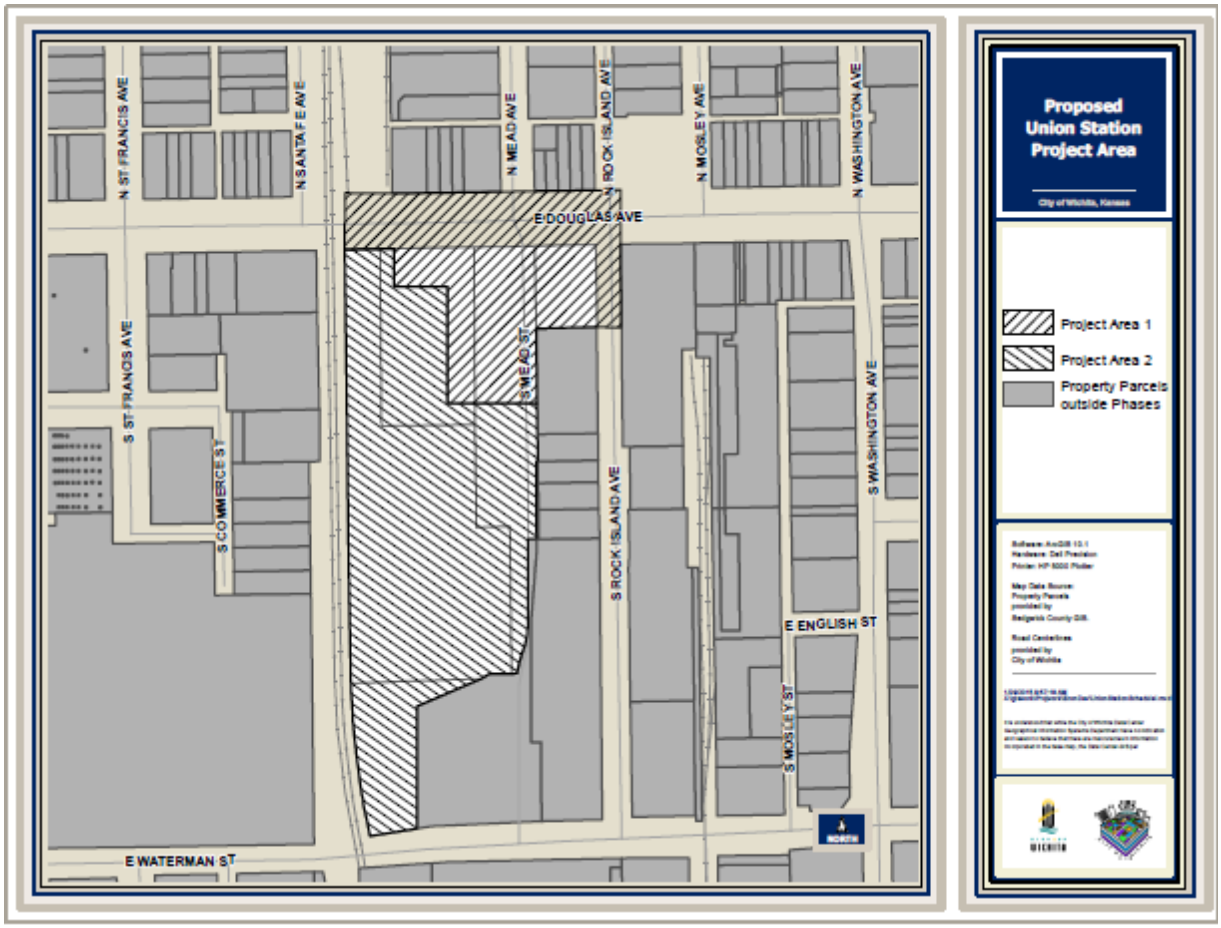
After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of one or more redevelopment project plans in accordance with the Act. The project plans will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out- weigh the costs. The redevelopment project plans must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the redevelopment district is appraised and taxed the same as any other property. However, if property within the redevelopment district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment project costs.

A map generally describing the various project areas is attached hereto as Schedule 1.

SCHEDULE I

MAP GENERALLY DEPICTING PROJECT AREAS



City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Utility Cost of Service Analysis (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the contract with Raftelis Financial Consultants.

Background: The City previously contracted with Raftelis Financial Consultants to conduct a Cost of Service Analysis (COSA) in 2011. The study determined an appropriate projection of water sales demand, estimated future operating and Capital Improvement Program costs, allocated expenditures to different customer types, and provided a 10-year plan of cost-based financial projections. This type of study should be completed every three to five years in order to ensure accuracy of the financial modeling that supports utility operations.

Analysis: It has been four years since the last COSA was completed, and a number of conditions have changed since that time. New assets, including the Phase II facilities of the Aquifer Storage and Recovery (ASR) project, have been added. The objectives of the City's rate design may focus on conservation more than prior analysis. Finally, the City has embarked on a five-year process to implement cost-based rates, which are more reflective of the costs incurred to serve different types of customers.

Key elements of the 2015 COSA include a review of the existing rate structure, development of a new financial modeling pro forma, analysis of water sales demand, projections of needed revenue, creation of a capital project financial management framework, and functionalization of costs to different customer types. The project will ensure that the utilities are in a sound financial position in the coming years.

A contract with Raftelis is being recommended without proceeding through the Request for Proposals process. The COSA is needed to make decisions in 2015 regarding the compliance projects required by the Kansas Department of Health and Environment, water supply planning, and potential work on public-private partnerships. Past experience with Raftelis shows that they can complete this process in a timely manner. Raftelis has expertise specific to Wichita, data from the City's water and sewer system, and unique knowledge of the City's rate structure and cost-based rate implementation. It will be able to proceed immediately and complete the project in time for critical public input later this year.

Financial Considerations: The project will cost $109,460. It will be paid out of the operating budget of the Water Utility Fund.

Legal Considerations: The contract has been approved as to form by the Law Department, with changes made to the scope of work to account for the changed circumstances described in the analysis above.

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

Attachments: Contract with Raftelis Financial Consultants.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made between the City of Wichita, Kansas (hereinafter referred to as the City) and Raftelis Financial Consultants, Inc., 3013 Main Street, Kansas City, MO 64108, Telephone (816)285-9020, (hereinafter referred to as the Consultant) on the 27th day of January, 2015.

WHEREAS, the City desires to employ the services of the Consultant to review, analyze and prepare a complete comprehensive cost of service analysis for Water and Sewer Operations and to develop outcomes-based measurements for its effectiveness of pricing for the City of Wichita; and

WHEREAS, the Consultant is desirous and capable of providing the services required.

NOW, THEREFORE, the parties agree as follows:

I. ***Term***. The work under this Agreement shall commence on or before February 1, 2015. The report and recommendations shall be completed on or before June 30, 2015, unless the time for completion is extended by the written agreement of the parties. The parties anticipate that the outcomes-based measurements will be adjusted after anaylsis over the contract time, and for that purpose this Agreement will remain open until December 31, 2015.

II. ***Services to be Performed by the Consultant***. The Consultant shall perform the services described in the attached Scope of Services (Exhibit B) except as hereafter amended by the agreement of the parties. Exhibit B is made a part of this Agreement by reference.

III. ***Billing and Payment.*** The services rendered by the Consultant pursuant to this Agreement shall be compensated in a total amount not to exceed $109,460.00. Monthly invoices will be provided to the City by the Consultant and will be based on the billing rates and labor hours expended on each task. Upon receipt of monthly invoice, the City will remit payment of same amount to the Consultant within 30 days.

IV. ***Independent Contractor Status.*** The Consultant's status for conduct of tasks described herein shall be as an independent contractor, and not as an agent or employee of the City. Any and all employees or agents of the Consultant while engaged in the performance of any work or service required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may arise under the Kansas Workers' Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or agents while so engaged in any of the work or service anticipated herein shall be the sole obligation and responsibility of the Consultant.

V. ***Acceptance Procedure.*** The Consultant shall render the deliverables described in Attachment A, under the terms and conditions thereof. The City shall have a maximum of thirty (30) working days from the delivery of the final draft of the completed report and recommendations within which to respond in writing to such delivery. If the City believes the completed work does not conform to the requirements of the Agreement, it

shall notify the Consultant in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the project fails to conform. In the absence of such notice of non-conformance, acceptance of the work will be presumed.

VI. ***Nondiscrimination in Employment.*** During the performance of this Agreement, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, ancestry or national origin. The City's anti-discrimination requirements, attached as Exhibit A, are made a part of this Agreement by reference.

VII. ***Termination by the City.*** If, for any cause, the Consultant shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination, effective thirty (30) days following receipt of same, provided, however, that the Consultant shall be provided a reasonable time within which to remedy such deficiencies. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

VIII. ***Termination by the Consultant.*** The Consultant may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective thirty (30) days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies.

IX. ***Governing Law.*** The laws of the State of Kansas shall govern the validity, construction, interpretation, and effect of this Agreement.

X. ***Waivers.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XI. ***Reliance on Data.*** In performance of the services, it is understood that the Client and/or others may supply Consultant with certain information and/or data, and that Consultant will rely on such information. It is agreed that the accuracy of such information is not within Consultant's control, and Consultant shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Consultant's scope of services.

XII. ***Opinions and Estimates.*** Consultant's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. The Consultant does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. The Consultant identifies costs,

allocates costs to customer classes, and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

XIII. ***No Consequential Damages.*** To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

XIV. ***Representatives of Contracting Parties.*** The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the City:

Penny Feist
Public Works & Utilities Department
455 N. Main, 8th floor
Wichita, Kansas 67202
316-268-4202
pfeist@wichita.gov

(b) Representing the Consultant:

Mr. William Stannard, President
3013 Main Street
Kansas City, MO 64108
816-285-9020
wstannard@raftelis.com

XV. ***Insurance and Indemnification.***

A. Consultant will carry occurrence insurance coverage during the term of this Contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

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

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

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

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

Employers Liability	$100,000 each accident

B. Consultant shall save and hold the City harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of Consultant, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.

XVIII. ***Prohibition against Assignment and delegation.*** Notwithstanding any other provision of this Agreement, the Consultant warrants that it shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust, company, or other financing institution. None of the Consultant's duties under this Agreement may be delegated to or sub-contracted to any persons other than those described in the successful proposal without the express written permission of the City.

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

XV. ***Compliance with Laws.*** The Consultant shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Attest:

Karen Sublett
City Clerk

City of Wichita, KS

Carl G. Brewer
Mayor

Approved as to Form:

Sharon L. Dickgrafe
Interim City Attorney & Director of Law

Raftelis Financial Consultants, Inc.

William Stannard, President

EXHIBIT A

REVISED NON_DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor 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, Contractor 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 Contractor.

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

1. The Contractor, 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 contractor, 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 Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, 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 Contractor, 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 Contractor, 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 Contractor, 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, subcontractor 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, Contractors 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 Contractors, 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, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty_five (45) day period from the Federal agency involved.

Exhibit B

Scope of Services and Payment Schedule

Scope of Services

Task 1: Project Initiation and Management

The project initiation task will begin the Department's water and wastewater cost of service analysis and insure that it progresses in an efficient and deliberate manner. Task 1 will include a kick-off meeting and the collection and review of all relevant data and documents.

Task 1.1: Kick-off Meeting

The kick-off meeting provides a solid foundation for the project. The meeting serves as a forum in which Department management and staff can provide input on the project's approach, work plan, scheduling, and priorities. A successful kick-off meeting insures that project participants are in mutual agreement regarding project goals and expectations. The Consultant will develop a kick-off meeting package that contains the meeting agenda and presentation materials to guide the discussion.

Task 1.2: Pricing Objectives Workshop

The Consultant will engage the City Council in a Pricing Objectives Workshop at the beginning of the project. This will provide important information regarding the rate design component. Rate structures can be designed to prioritize a number of different outcomes. The governing body or designees may set its rate structure objectives before proceeding further with reviews of existing rates.

Task 1.3: Data and Document Review

As part of this task, the Consultant will conduct interviews with Department management and staff to obtain a thorough understanding of the financial, operational, regulatory, and political environment in which your water and wastewater utilities operate. Key issues and areas of concern, such as operating procedures, financial management strategies, long-term capital expenditure trends, and the pricing objectives used to develop the current rate structure(s) will be reviewed and discussed to the extent necessary. Historical information related to costs, customer demographics, demand patterns, capital spending, fund balances, and revenue generation will be reviewed to gain a better understanding of the Department's operating characteristics and to develop the information and materials required to facilitate the completion of later tasks. The Consultant will produce and deliver to the City a project memorandum summarizing the results of the Kick-off Meeting and Interviews.

Task 1.4: Ongoing Project Management

The proposed project approach entails several different, yet interrelated, work efforts that will require effective coordination between the Consultant and Department staff. Our project management approach stresses communication, teamwork, objectivity, and accountability for meeting project objectives. This includes general administrative duties such as client correspondence, billing, project documentation, and administration of the study control plan. This provides for consistent and competent project management to insure that all deadlines and objectives are met in a timely and efficient manner. The Consultant believes in a "no surprises" approach so that the client is aware of the status of the project at all times. Our approach includes the following:

- A strong project director who will be responsible for facilitating a close working relationship between the Consultant and the Department. The project director is accountable for meeting the technical requirements of the project, schedule, and budget.

- Ample resources to insure timely completion of the project.

- Client involvement and control through regular and open communication between the Consultant and Department staff including monthly status reports showing the tasks accomplished and identification of potential problems and solutions.

- Assurance of budget and schedule control through the project director's use of the Consultant's project accounting and management system.

- Coordination of activities between the Consultant and Department staff to meet project objectives and deadlines.

- Assistance to Department staff in presenting study results to the Department Council and the public.

Task 2: Customer Demand Analysis

Task 2.1: Consumption Analysis and Demand Forecasting

Accurately forecasting future water consumption and wastewater generation is a challenge because there are several unforeseeable factors that can affect consumption. In the case of the Department, climatic and economic variability have had dramatic effect on consumption. Projected demand directly affects customer rates which in turn determines how much cash the

Department will collect. If consumption is overstated, the Department will under recover its costs and be faced with a revenue deficit and diminished reserves. If consumption is underestimated, it will over recover costs and may face public scrutiny due to unduly high rates.

Based on demographic data, the Consultant will calculate a growth rate for service area population. Moreover, using bill frequency analysis, the Consultant will study available historical consumption of the Department's different customer user classes to better understand the consumption patterns for each type of customer on a monthly, seasonal and annual basis. Based on this historical analysis, and planning data the Consultant will develop projections of consumption to be used in the water and sewer cost allocation process and rate structure analysis.

Task 2.2: Customer Peaking Analysis

By reviewing billing records and usage information provided by the Department, the Consultant will perform a peaking analysis that shows how usage for different customer types varies seasonally. Water system components are designed to meet peak demand conditions, therefore, customers with high peaking factors who place higher demands on the water system deserve to bear a proportionally higher percentage of the overall cost. Peaking is often expressed as a ratio of system peak day or peak hour flow to average baseline flow. The results of Tasks 2.1 and 2.2 will be used to determine if it is appropriate for the Department to create additional customer user classifications for rate setting purposes. This will also include a review of the Average Winter Consumption (AWC) calculation upon which sewer bill amounts are determined. The Consultant will produce and deliver a project memorandum summarizing the findings from the Customer Demand Analysis.

Task 3: Financial Management of Capital Projects

A new framework for managing project initiations and planning project spending will be developed by the Consultant and incorporated into the new pro forma. It will provide a monthly tracking function to allow City staff to accurately determine capital project spending to date, upcoming projects, future cash needs, and plans for revenue bond sales.

Task 4: Determine Alternatives to Existing Rate Structure

The Pricing Objectives Workshop completed in Task 1 will serve as the basis for a review of the existing rate structure to determine whether it optimally achieves the priorities identified by the City Council and management staff. The Consultant will identify and analyzing alternative rate structures to determine if adjustments are appropriate. This review will also include analysis of the existing tiers and flat rates for wholesale customers.

Should it be recommended that the existing rate structure be adjusted or changed, the Consultant will provide comparison information to assist the City Council in determining how to proceed. If the City Council decides to implement a new rate structure, the Consultant will

draft the necessary ordinances. In addition, the interactive pro forma developed in Task 7 will be flexible to accommodate the final rate structure implemented by the City Council.

Task 5: Comprehensive Financial Plan and Revenue Requirement Determination

Task 5.1: Forecasting

The Consultant will conduct a comprehensive analysis of all debt service, capital expenditure, operating expenditure, Department General Fund transfer, non-rate revenue offset, and cash reserve balance targets to be included in the ten-year financial plan. These projections, developed in consultation with the Department's staff, will be made in light of assumptions including, but not limited to, forecast water and wastewater demand under varying climatic and economic conditions, forecast inflation, current and future regulatory requirements, and the age and condition of the Department's existing utility infrastructure. The projected annual revenue requirements contained in the financial plan will serve as the basis for determining the cost of service that must be recovered through the Department's water and wastewater rates. Key activities in this task include:

- Forecast of customer counts by different water and wastewater customer user classes.

- Forecast of revenues under the Department's existing schedule of water and wastewater rates and fees, including miscellaneous and non-operating income sources.

- Forecast of operations and maintenance expenses including the incremental expenses associated with any new facilities projected to become operational during the planning period.

- Development of a financing plan for the Department's long-term capital improvement program incorporating an appropriate balance of debt financing, rate revenues, and cash reserves.

- An evaluation of the Department's practices for the maintenance of cash reserve balances and the development of potential recommendations for modifications to reserve balance targets.

Task 5.2: Sensitivity Analysis

A critically important part of the financial planning process will be to conduct a sensitivity analysis of the water and sewer rate revenues required to fund critical capital expenditures, ensure compliance with bond covenant requirements and achieve adequate reserve balances to meet the post probable contingencies. The ultimate objective of the financial plan will be to develop a strategy that insures the optimal mix of rate revenues and potential new debt financing. The optimal financing mix will allow the maximum possible financial flexibility under a range of demand growth and capital investment funding scenarios.

Task 6: Comprehensive Cost of Service Analysis

The water and wastewater revenue requirements developed in earlier tasks will be allocated to specific customer user classes using industry standard cost allocation procedures that form the foundation for the development of equitable and defensible cost of service rates.

Task 6.1: Revenue Requirement Cost Functionalization

The Consultant will allocate the Department's water and wastewater revenue requirements to the appropriate functional cost categories. These functional cost categories are based on utility engineering design and/or operational characteristics, coupled with our experience performing cost allocations for other water and wastewater utilities, to insure the appropriate allocation of costs. These functional categories may include:

Water System

- Source of Supply
- Transmission
- Distribution
- Fire Protection
- Meters
- Customer Services
- Other Administration

Wastewater System

- Collection Mains – Laterals
- Collection Mains – Small (<18")
- Collection Mains – Large (>18")
- Other Collection System
- Treatment Plant
- Industrial Waste Control
- Meters
- Customer Service
- Other Administration

Task 6.2: Revenue Requirement Cost Classification

The Consultant will allocate the Department's functionalized water and wastewater revenue requirements to the appropriate cost classification components. These cost classifications will be based on standard industry practices, coupled with our experience in performing cost allocations for other water and wastewater utilities, to insure the appropriate assignment of costs. The cost classification components may include:

Water Utility

- Annual Volume
- Maximum Day and Maximum Hour Peak Demand
- Fire Protection

Wastewater Utility

- Average Day Volume
- Biochemical Oxygen Demand (BOD)
- Suspended Solids (TSS)
- Nutrients such as Nitrogen (TKN) and/or Phosphorous (P)
- Industrial Customer Waste Control
- Customer Billing

Task 6.3: Determination of Customer User Class Revenue Requirements

The Consultant will determine the appropriate allocation of the Department's water and wastewater revenue requirements to specific customer user classes. The first step in this process is to assign customers into specific user classes based on service type, usage characteristics, or geographic location. The second step is to calculate the unit cost of service associated with each of the relevant cost classification components determined in previous tasks. Service requirement quantities for each of these cost classification components are then estimated for each customer user class.

The final step involves calculating that portion of the Department's total system revenue requirement to be allocated to each customer user class. This is accomplished by multiplying the unit cost of service for each cost classification component by the estimated service quantities estimated for each customer user class.

Task 6.4: Outside Department Cost Analysis

The Department provides water service to customers located outside the City of Wichita's jurisdictional boundaries. It is common for outside City rates to be determined using a "utility basis" methodology rather than the "cash basis" methodology commonly used to determine rates for customers located within a utility's municipal jurisdiction. The Consultant will work with Department staff to determine the most appropriate cost recovery methodology for outside Department customers to ensure that the Department is receiving a fair and reasonable return on the investment made to provide outside Department service.

Task 6.5: Comparison of Customer User Class Costs and Revenues

Once revenue requirements (costs) are identified by customer user class, the Consultant will compare these costs to the revenues generated under the Department's existing water and wastewater rate structures. This comparison will allow the Department to examine to what extent some customer user classes are being subsidized by other customer user classes under the existing rate structure.

Task 7: Develop the Interactive Pro Forma Model

The Consultant will develop an interactive, Microsoft Excel-based modeling tool that allows the City to analyze the difference between actual and forecast water and sewer rate revenue on a utility wide, customer class specific, and consumption block specific basis. The model will be designed to be a management information tool that not only compares actual results to budgeted results, but also a forecasting too that allows the City to forecast the cash flow and bond covenant impacts of reduced (or increased) water consumption caused by changes in climatic and economic conditions. It will import data from other City management information systems.

Task 8: Reports and Presentations

Task 8.1: Preliminary Draft Report

The Consultant will prepare a draft report to document the results of the cost of service analysis. The report will summarize the Consultant's recommendations and the impacts these changes will have on the Department's customers. Once a draft of the report is completed, it will be presented to and discussed with Department staff. The Consultant will then incorporate Department staff comments and edits into the final report.

Task 8.2: Final Report

After Department staff has reviewed and commented on the draft report, the Consultant will prepare a final report and deliver it to the Department in hard-copy and electronic format. The final report will contain cost of service and rate design sections as well as an Executive Summary.

Task 8.3: Presentation of Results

The Consultant will present the final results of the cost of service analysis to various stakeholders as identified by the Department, which may include the Department Council, Department staff, customer groups, or other stakeholders. The Consultant will prepare a PowerPoint presentation summarizing the process used to develop the water and wastewater rates. This presentation will be provided to Department staff prior to any meetings for their review and comment.

Schedule of Deliverables

The following items are required to be finalized and delivered to the City by the Consultant in order for the terms of the contract to be fulfilled.

Deliverable 1: Completion of Project Kick-off Meeting, Pricing Objectives Workshop, and delivery of associated project memorandum.

Deliverable 2: Completion of Customer Demand Analysis and delivery of associated project memorandum summarizing the findings of this analysis.

Deliverable 3: Creation of capital project management tool.

Deliverable 4: Review of existing rate structure, analysis of pricing objectives, identification of alternative structures, memorandum summarizing options, and any necessary ordinances to implement rate structure changes.

Deliverable 5: Completion of the Cost of Service Analysis and delivery of associated project memorandum presenting the results of this analysis.

Deliverable 6: Completion of Comprehensive Rate Structure Analysis and delivery of project memorandum presenting the findings and recommendations of this task.

Deliverable 7: Development and delivery of Pro Forma Model.

Deliverable 8: Preparation and delivery of draft report.

Deliverable 9: Preparation and delivery of final report.

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Improvements to K-96 and Hoover Road (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept, supplemental agreement, and revised budget for construction, and 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, full interchange at K-96 and Hoover. The project was then placed on hold due to lack of area development and funding. Design work was reactivated in January 2014 due to the development now projected for the area, especially in the southeast quadrant. The following supplemental agreements have been approved for the project to date:

No.	Date Approved	Services Provided	Cost
Original	January 27, 2009	Original design agreement for a full interchange concept.	$110,507
1	January 7, 2014	Break in access study required by the Kansas Department of Transportation (KDOT), as well as analysis of a more affordable, partial interchange concept.	$20,000
2	January 28, 2014	Full design services based on a partial interchange concept, as well as fulfillment of permit requirements and utility relocation coordination.	$480,000
3	December 9, 2014	Geotechnical investigations, analysis, and reports required for the pavement design of the two proposed ramps that will connect Hoover and K-96 to and from the east, as well as for design of the proposed tower light footing.	$15,850
		Total cost of design to date:	$626,357

Right-of-way acquisition and utility relocation are underway. Construction is expected to begin in the spring of 2015.

Analysis: Proposed improvements include construction of a partial interchange at K-96 and Hoover, including the westbound K-96 off ramp and the eastbound K-96 on ramp at Hoover Road. The currently unpaved half mile of 37th Street, west of Hoover, will also be paved with the project. 37th Street will be constructed first, with Hoover to follow, and both roads will be closed to through traffic during construction.

Due to the size and complexity of the project, as well as current City staff workload, it is proposed that the oversight of construction be divided between the City and PEC. City staff will oversee construction of improvements to the Hoover portion of the project, while PEC will provide construction engineering

services, including surveying, inspection and materials testing for the K-96 portion. Supplemental Agreement No. 4 has been prepared to authorize the additional services.

Financial Considerations: The estimated cost for PEC to provide the construction engineering services is $228,252, which brings the total design fee to $854,609.

The current approved budget for this project is $900,000, including $150,000 in Local Sales Tax (LST) funding and $750,000 in general obligation (GO) funding, approved by the City Council on January 28, 2014. Construction funding is not included in the 2011-2020 Adopted Capital Improvement Program (CIP). However, a plan for financing the construction costs was presented to the City Council on January 28, 2014, including the shift of $6.4 million budgeted for the 135th Street West, Central to 13th Street West project and the 151st Street West, Kellogg to Maple project into the future and using that GO bonding capacity to fund the K-96 and Hoover interchange construction costs. Based on current construction estimates, staff recommends adding $6,000,000 in GO bond financing for the project. Current financial models indicate this GO bond capacity will be available with the shift of construction on the 135th Street project to 2018 and the shift of the 151st Street project to 2020. The total revised budget is $6,900,000, with $150,000 in LST and $6,750,000 in GO bond funding and will allow for payment of remaining design fees, right-of-way acquisition, utility relocation, construction, and staff oversight costs.

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 design concept, supplemental agreement, and revised budget, adopt the amending resolution, and authorize all necessary signatures, including those for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Map, Supplemental Agreement No. 4, budget sheet, amending resolution.

132019

First Published in the Wichita Eagle on January 31, 2014

RESOLUTION NO. 15-031

A RESOLUTION AMENDING AND REPEALING SECTIONS 1 AND 2 OF RESOLUTION NO. 14-042 OF THE CITY OF WICHITA, KANSAS, WHICH AMENDED SECTIONS 1 AND 2 OF RESOLUTION NO. 09-028 OF SUCH CITY, 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. 14-042 of the City of Wichita, Kansas, is hereby amended to read as follows:

> "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, relocation of utilities, and construction of an interchange as necessary for a major traffic facility.'"

SECTION 2. SECTION 2 of Resolution No. 14-042 of the City of Wichita, Kansas, is hereby amended to read as follows:

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

> "SECTION 2. The estimated total cost of the project is $6,900,000. All costs of the design, acquisition of right of way, relocation of utilities and construction of the interchange and related infrastructure improvements which are not paid with Local Sales Tax proceeds, plus interest on financing and administrative and financing costs, are authorized to be financed with the proceeds of general obligation bonds of the City pursuant to K.S. A. 13-1024c and City of Wichita Charter Ordinance No. 156 (the "Bonds")."

SECTION 3. The original SECTIONS 1 and 2 of Resolution No**.** 14-042, as they hitherto existed, are hereby repealed and replaced by the amended versions set forth above.

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 _____ day of February, 2015.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE, INTERIM CITY
ATTORNEY AND DIRECTOR OF LAW

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 472-84780

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Feb 3, 2015 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: Mike Armour PHONE #: 268-4598

( ) NEW BUDGET (•) REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9800 LST	$150,000.00	$0.00	$150,000.00
9720 G.O. Bonds	$750,000.00	$6,000,000.00	$6,750,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$900,000.00	$6,000,000.00	$6,900,000.00

Expense Object Level 3			
2999 Contractuals	$900,000.00	$6,000,000.00	$6,900,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$900,000.00	$6,000,000.00	$6,900,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 01/13/15

DEPARTMENT HEAD: DATE: 1/15/15

BUDGET OFFICER: DATE: 21 Jan 2014

CITY MANAGER: DATE:

SUPPLEMENTAL AGREEMENT NO. 4

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 & HOOVER INTERCHANGE IMPROVEMENTS** (Project No. 472 84780).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Final Plans and Construction Engineering Services for K-96 and Hoover (see attached for 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 professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **$228,251.80.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim City Attorney
and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
(Name and Title)

ATTEST:

_____

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

January 7, 2015

Mr. Mike Armour, P.E. Project Engineer
Department of Engineering, 7th Floor
City of Wichita
455 North Main
Wichita, Kansas 67202

Re: K-96 and Hoover – Interchange Project
Construction Services Proposal

Dear Mr. Armour:

Per your request, Professional Engineering Consultants, P.A., is pleased to provide to the City our proposed Scope of Services for comprehensive construction services for the K-96 and Hoover Road Interchange Project. Our understanding is that PEC will provide construction observation, construction staking, and materials testing for the portions of the project that fall within the KDOT K-96 right-of-way. It is also our understanding that the City Crews will tackle these same duties that are associated with the Hoover portion of the project. Close coordination with both City and KDOT personnel in conjunction with City construction forces will be vital to the success of this Project, and like the K-96 & Greenwich Project, we welcome this opportunity to again work side-by-side with the City's Construction Team.

We have the availability and resources to provide all necessary aspects of construction engineering services as required by KDOT, including complete documentation for their records. We have an excellent relationship with both the Contractor and KDOT personnel, and our inspectors and technicians are together conscientious and thorough. Should the City request it, we would offer to provide material testing services for the entire Project. We will have representatives at all meetings and presentations including those hosted by the City and/or the Contractor. Again, we appreciate being requested to assist the City in this significant Project.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Jerrold F. Bradley, Jr., P.E., P.S.
Construction Services Engineer

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pecl.com

PROJECT DESCRIPTION:

The K-96 and Hoover Interchange consists of constructing the Hoover to eastbound K-96 entrance ramp, and the westbound K-96 to Hoover exit ramp. Improvements will also be made at each ramp intersection including designated turn lanes and concrete pavement. Traffic will be carried through construction on K-96, with highway traffic speeds reduced through the construction zone. K-96 will have one-lane traffic on each side of the roadway during different phases of construction. Traffic control devices on K-96 will extend east past the West Street exit and west close to the Maize Road exit. Hoover at times may have one-lane in one direction only with a detour for north or southbound. Drainage improvements are included in the Project, including cross road pipes and culvert extensions. Tower lighting, permanent signage, (both local and KDOT), pavement marking and fencing are all part of the Project.

PEC CONSTRUCTION PERSONNEL:

Provide an onsite "*Project Inspector/Coordinator*" (PI/C). This individual will represent the City of Wichita in the oversight of the KDOT portion of the project and coordinate with other inspectors and testing technicians as required. The PI/C will inspect all grading, roadway construction, drainage improvements, erosion control BMPs, traffic control, traffic signal installation, lighting, and landscaping within the KDOT right-of-way. The PI/C will also work closely with the PEC Project Engineer/Manager to establish a management information system that will keep the City informed as to the overall status and forecast of the KDOT portion of the project compared to the construction schedule and budget.

Provide *"Construction Surveying"*. The Construction Surveyor shall be responsible for setting all necessary controls, stakes, offsets, and etc. necessary for the Contractor to construct the portion of the Project that would fall under the future jurisdiction of KDOT. In addition, the Construction Surveyor will provide survey information as required for record drawings of public utilities and/or as required by KDOT for their record information.

Provide "*Material Testing*". Allied Laboratories, a Department of PEC, will perform Quality Control testing to make certain that all construction operations and materials are in conformance with the specifications and contract documents. All testing methods and equipment shall be based on current ACI, ASTM and/or AASHTO requirements. The minimum KDOT testing requirements which shall apply to the work performed and materials used for various portions of the Project can be obtained at:

http://www.ksdot.org/burConsMain/Connections/ConstManual/pdfact5/App_A.pdf.

Note: These are the minimum requirements for this Project, and additional testing sufficient to assure compliance with the specifications will be performed as the Project necessitates and/or as requested by KDOT.

ANTICIPATED SCOPE OF SERVICES:

1. Attend the pre-construction meeting as well as compile and distribute meeting minutes to all involved parties.

2. Set up a documentation system in the format as required by KDOT and as approved by the Project Engineer to track all necessary documentation and communication throughout the length of the project.

3. Work with KDOT staff for approval of those proprietary parts and materials inherent to the KDOT's standard inventory.

4. Provide construction management services for construction inspection, quality control/quality assurance, and coordination of all construction activities within the KDOT ROW.

5. Perform quality assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other associated guidelines.

6. Perform and oversee the necessary coordination with City of Wichita and KDOT to ascertain that construction operations have the least impact on the local community.

7. Attendance at all required progress and coordination meetings.

8. Ensure all construction documentation is prepared and maintained, and confirm daily reports and logs are completed by the inspectors and testing technicians.

9. Prepare and process all work directives, change orders, and pay estimates through the City of Wichita.

10. Evaluate merit of claims made by the Contractor and be prepared to mitigate or reduce impact of potential claims.

11. Review contractor's compliance with its own SWPPP requirements, including erosion control and BMP installation and maintenance.

12. Perform closeout activities of the project contract including walk-through, punch list items, final payments and contract obligations. Certify and obtain final acceptance of the project from the City and KDOT.

13. Prepare and deliver to KDOT (with copy to City if requested) a complete set of all required Project documentation upon project completion. This set of record documents should incorporate any substantial changes made to the project during construction, and a description of these changes should be documented in the form of an attached letter.

ASSUMPTIONS:

It is assumed that this Project could bid as early as March 6th, and PEC's services would start shortly thereafter. Pre-construction services might include plan familiarization, reviewing the bid documents, setting up KDOT documentation records, and attending the pre-construction and public presentation meetings.

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
WICHITA, KANSAS

PROJECT	LOCATION	
K96 & HOOVER INTERSECTION - KDOT PORTION	WICHITA, KANSAS	
WORK ITEM	PROJECT NO. 472-84780	DATE
INSPECTION, MATERIAL TESTING, STAKING, MANAGEMENT	PEC PROJECT NO. 08807-001	31 December 2014

DESCRIPTION: Approximately 145 Working Days
145 Working Days/4 days per week = 36 weeks 36 weeks at 5 days/week = 180 days 180 days x 8 hrs/day = 1,440 hrs

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	/ hr.		$ -	
2. SENIOR ENGINEER	$125.00 / hr.	72	$ 9,000.00	
3. PROJECT ENGINEER	/ hr.		$ -	
6. DRAFTER	/ hr.		$ -	
7. CAD OPERATOR	$82.00 / hr.	60	$ 4,920.00	
8. SURVEYOR, PARTY CHIEF	$95.00 / hr.	280	$ 26,600.00	
9. SURVEYOR, INSTRUMENT MAN	/ hr.		$ -	
10. SURVEYOR, AIDES	$47.00 / hr.	240	$ 11,280.00	
11. FIELD ENGINEER	/ hr.		$ -	
12. INSPECTOR, SUPERVISOR	/ hr.		$ -	
13. PROJECT INSPECTOR	$80.00 / hr.	1,440	$ 115,200.00	
14. PROJECT INSPECTOR, OT	$120.00 / hr.	360	$ 43,200.00	
15. LAB SUPERVISOR/MANAGER	$93.00 / hr.	36	$ 3,348.00	
16. ENGINEERING TECHNICIAN	$52.00 / hr.	100	$ 5,200.00	
16. ENGINEERING TECHNICIAN, OT	$75.00 / hr.		$ -	
SUBTOTAL		2,588		$ 218,748.00
(II) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. LAB TESTING	$4,000.00 / LS	1	$ 4,000.00	
2. TRAVEL PER MILE	$0.57 / mile	7,340	$ 4,183.80	
4. CELL PHONES (AT COST)	$50.00 / mo.	6	$ 300.00	
5. CAD (Staking Coordinates)	$17.00 / hr.	60	$ 1,020.00	
6. PRINTING (Schedule, TC Plan, etc.)	$300.00 / ea.	0	$ -	
7. PER DIEM	$35.00 / day	0	$ -	
8. LODGING	$85.00 / night	0	$ -	
SUBTOTAL				$ 9,503.80
(III) TOTAL NOT-TO-EXCEED FEE FOR PROJECT (I + II)				**$ 228,251.80**

CITY OF
WICHITA

Department of Public Works & Utilities

January 8, 2015

Mr. Jeff Bradley, P.E.
Professional Engineering Consultants
303 South Topeka
Wichita, KS 67202

RE: Suppl. Agmt. #4 for K-96 & Hoover

Dear Mr. Bradley:

The Supplemental Agreement for improvements to the above-referenced project is enclosed for your signature and submittal. Please return three original signed copies. Upon approval of the contract, a fully executed copy will be forwarded to you.

In accordance with section II. K. of the attached contract, please advise the City in writing of your firm's designated Project Manager.

The ENGINEER shall notify the City Archaeologist, at 978-3195 prior to beginning work on this project. If you have questions or need further information, please contact Mike Armour, (316) 268-4598.

Sincerely,

Gary Janzen

Gary Janzen, P.E.
City Engineer

Encl.

/mjs

Engineering Division

City Hall • Seventh Floor • 455 North Main • Wichita, Kansas 67202-1620

(316) 268-4501 www.wichita.gov

Revised 01-30-2015

Agenda Item No. ~~II-9~~ IV-7

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Award of Transit Performance Analysis (All Districts)

INITIATED BY: Wichita Transit

AGENDA: ~~Consent~~ New Business

Recommendation: Approve the vendor selection and authorize the contract.

Background: Between 2010 and 2012 the City conducted a community outreach and visioning process for transit. The research showed that the Wichita Transit system is underdeveloped compared to its peer transit systems. The public input process confirmed the importance of public transit and indicated an interest in expanding service to include greater route coverage, improved frequencies, introduction of evening and weekend service, and service expansion to make regional connections. In 2015, the City Council will engage in a discussion of future development of the transit system. The information gathered in this study will be used to guide the discussion regarding transit ridership, system performance and potential service reductions or realignments to respond to projected budget deficits.

Analysis: A performance analysis is an in-depth study of the transit operating system designed to identify strengths and weaknesses, and develop recommendations for improvement. The analysis can also focus on cost reduction strategies. The process will provide an in depth look at the Wichita Transit system to determine which aspects perform well and which need improvement. The observations will be reviewed by an interdisciplinary team of City staff and the consultant to develop short and long term recommendations on how Wichita Transit can implement service modifications to create a sustainable system while understanding the effect on the riding public. The recommendations will be used to assist the City Council in short term budget discussions and to guide the long term development of the transit system. Performance standards will be developed to monitor service and measure effectiveness and efficiency.

A Request for Proposal was distributed to an appropriate list of vendors and seven responses were received. The selection committee shortlisted the proposals on January 12th and interviewed four proposers on January 21, 2015. Based on the evaluation criteria, the committee members ranked the proposal submitted by Nelson/Nygaard as the best proposal to conduct the transit performance analysis and provide recommendations for the future. The proposers were rated on their experience and qualifications in developing public transportation operational analyses, the proposed cost to complete the project, the availability of key staff, and the proposed timeline.

Financial Considerations: The cost of the selected proposal is $99,562. FTA funds will be used to cover 80% ($79,650) of the cost and the local match will be 20% ($19,912).

Legal Considerations: The procurement process used complies with federal requirements, and the attached contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the selection of Nelson/ Nygaard and authorize the contract in the amount of $99,562 for a transit performance analysis.

Attachments: Contract with Nelson/Nygaard

CONTRACT
for
TRANSIT PERFORMANCE ANALYSIS

THIS CONTRACT entered into this 3rd day of February, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and **NELSON/NYGAARD CONSULTING ASSOCIATES, INC.,** (Performance Vendor Code Number - 830022-001) located at 116 New Montgomery Street, Suite 500, San Francisco, California 94105, Telephone Number (415) 284-1544 hereinafter called **"CONSULTANT"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for Transit Performance Analysis (Formal Proposal – FP440080); and

WHEREAS, the **CONSULTANT** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. CONSULTANT** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440080, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP440080, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **CONSULTANT** the **total cost of $99,562.00**, as per **Exhibit B** for Transit Performance Analysis as per the proposal, package, specifications, plans, FTA Clauses, addenda and **CONSULTANT's proposal** of January 5, 2015. Consultant will invoice monthly on a percent complete basis for each task. CITY will pay all proper invoices within thirty (30) days of receipt, withholding a 5% retainage from each payment until final acceptance.

3. **Acceptance Procedure. CONSULTANT** shall render the deliverables described in the proposal. **CITY** shall have a maximum of thirty (30) working days from the delivery of each task within which to respond in writing to such delivery. If **CITY** believes the completed work for each task does not conform to the described deliverables, it shall notify **CONSULTANT** in writing thereof, within the above mentioned thirty (30) days and shall indicate with particularity in what manner the project fails to conform, and establish with **CONSULTANT** a schedule for the completion of the required revisions. In the absence of such notice of nonconformance, acceptance of the work will be presumed.

4. **Term. CONSULTANT** further agrees that the work under this contract shall

be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita **to be completed by August 15, 2015.** Working days shall be as defined in the Standard Specifications of the City of Wichita. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONSULTANT. CONSULTANT will be compensated for work completed in accordance with this Agreement prior to termination.**

5. **Indemnification and Insurance.**

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

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

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

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

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident
3. Workers' Compensation	Statutory
Employers Liability	$100,000 each accident $500,000 aggregate $100,000 occupational disease
4. Professional Liability	$5,000,000 each incident $5,000,000 annual aggregate

The Insurance Certificate must contain the following:

A. Statement that the Contractural Liability includes the Liability of the **CITY** assumed by the **CONSULTANT** in the contract documents.

B. Cancellation – should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

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

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

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

9. **Non-Discrimination. CONSULTANT** shall comply with all applicable requirements of the **CITY** Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create 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.

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

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

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

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

_____
Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

_____
Carl Brewer
Mayor

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law

NELSON/NYGAARD CONSULTING ASSOCIATES, INC.

_____
Signature

_____
Print Name

_____
Title (President or Corporate Officer)

EXHIBIT A

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

During the term of this contract, the contractor or subcontractor, Contractor 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, Contractor 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 Contractor.

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

1. The Contractor, 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 contractor, 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 Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, 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 Contractor, 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 Contractor, 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 Contractor, 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, subcontractor 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, Contractors 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 Contractors, 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, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

TRANSIT PERFORMANCE ANALYSIS COST SUMMARY / COST FORM
***Please see Attached Exhibit B Detailed Cost Proposal

	HOURS	COST
Task 1: Transit Performance Analysis	598	$ 35,824.00
Task 2: Option 1	200	$ 22,544.00
Task 3: Option 2	136	$ 19,920.00
Task 4: Option 3	84	$ 10,432.00
Project Initiation and Study Management	56	$ 12,160.00
Task 5: Additional Assistance as Needed	48	$ 6,112.00
	TOTAL	$ 99,562.00

EXHIBIT C

FTA required clauses for Professional Services

FEDERAL TRANSIT ADMINISTRATION

TABLE OF CONTENTS

Federally Required Contract Clauses—Professional Services/A&E/Consulting

1. Fly America Requirements
2. Energy Conservation Requirements
3. Access to Records and Reports
4. Federal Changes
5. No Government Obligation to Third Parties
6. Program Fraud and False or Fraudulent Statements and Related Acts
7. Termination
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Privacy Act
10. Civil Rights Requirements
11. Disadvantaged Business Enterprises (DBE)
12. Incorporation of Federal Transit Administration (FTA) Terms

1. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10

Fly America Requirements
The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts		None None	Those imposed on state pass thru to	None Yes, if non-	None None unless	None None unless	None None unless

below SAT ($100,000) b. Contracts above $100,000/Capital Projects		unless[1] non-competitive award	Contractor	competitive award or if funded thru[2] 5307/5309/5311	non-competitive award	non-competitive award	non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

4. FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil
Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the

(Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Wichita If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Wichita, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. PRIVACY ACT
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

10. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Wichita deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Wichita. In addition, **the contractor may not hold retainage from its subcontractors.**

d. The contractor must promptly notify the City of Wichita, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete

its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Wichita.

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Petitions for Improvements to Maize and 29th Commercial Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for a lot split and are valid per Kansas Statute 12-6a01.

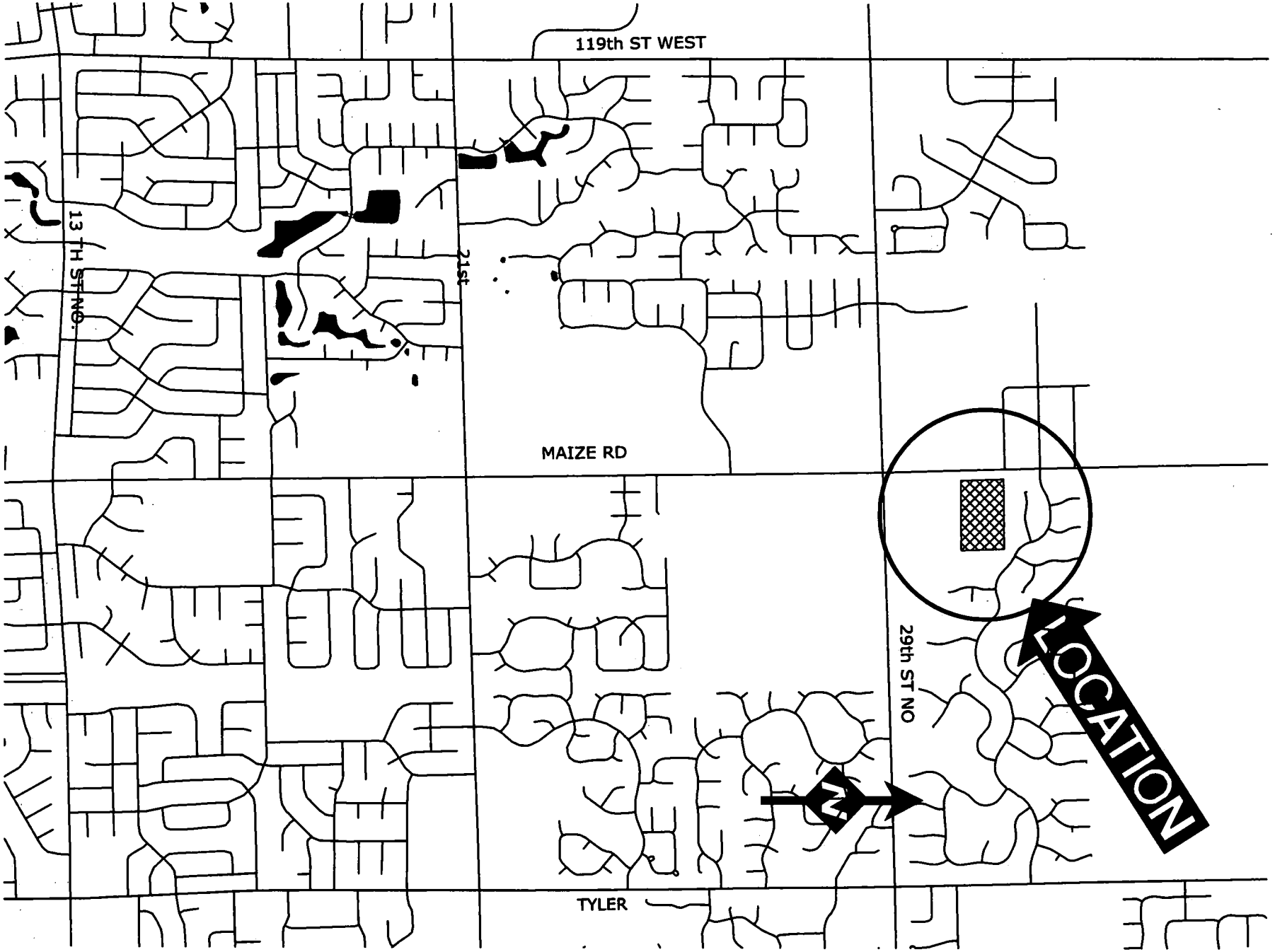
Analysis: The projects will provide sanitary and storm water sewer improvements required for a new commercial development located north of 29th Street North, east of Maize Road.

Financial Considerations: The petition totals are $20,000 for the sanitary sewer and $20,000 for the storm water sewer. The funding source for both projects is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.


119th ST WEST
13 TH ST NO.
21st
MAIZE RD
29th ST NO
LOCATION
N
TYLER

RECEIVED

DEC 19 '14

CITY CLERK OFFICE

DRAINAGE PETITION

To the Mayor and City Council
Wichita, Kansas

SWD #400

Dear Council Members:

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

IMPROVEMENT DISTRICT

468-85015

Lot 7, Block A
Maize and 29th Commercial Addition
Wichita, Sedgwick County, Kansas

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

(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 foregoing improvements being Twenty Thousand Dollars ($20,000), 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 July 1, 2015.

(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 per square foot basis.

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
Lot 7, Block A, Maize and 29th Commercial Addition Wichita, Sedgwick County, Kansas		12/19/2014

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.

Mary Wood
Name

200 N. Emporia Ste. 100
Address Wichita, KS. ~~67217~~ 67201

316-440-4304
Telephone Number

Sworn to and subscribed before me this 19th day of December, 2014.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

RECEIVED

DEC 19 '14

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lateral 19, NWI

Dear Council Members:

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

IMPROVEMENT DISTRICT

468-85014

Lot 7, Block A
Maize and 29th Commercial Addition
Wichita, Sedgwick County, Kansas

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

(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 being Twenty Thousand Dollars ($20,000), 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 July 1, 2015.

(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 per square foot basis.

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
Lot 7, Block A, Maize and 29th Commercial Addition Wichita, Sedgwick County, Kansas		12/19/2014

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.

Mary Wood
Name

200 N. Emporia
Address Ste 100
Wichita, KS 67201

316-440-4304
Telephone Number

Sworn to and subscribed before me this 19th day of December 2014.

Deputy City Clerk

132019

First Published in the Wichita Eagle on February 6, 2015

RESOLUTION NO. 15-035

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 19, NORTHWEST INTERCEPTOR SEWER (NORTH OF 29TH, EAST OF MAIZE) 468-85014** 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 19, NORTHWEST INTERCEPTOR SEWER (NORTH OF 29TH, EAST OF MAIZE) 468-85014** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 19, Northwest Interceptor Sewer (north of 29th, east of Maize) 468-85014.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty Thousand Dollars ($20,000)** exclusive of interest on financing and administrative and financing costs, 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 **July 1, 2015**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MAIZE AND 29TH COMMERCIAL ADDITION
Lot 7, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended (the “Act”).

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of February, 2015.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

132019

First Published in the Wichita Eagle on February 6, 2015

RESOLUTION NO. 15-032

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 400 (NORTH OF 29TH, EAST OF MAIZE) 468-85015** 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. 400 (NORTH OF 29TH, EAST OF MAIZE) 468-85015** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 400 (north of 29th, east of Maize) 468-85015.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty Thousand Dollars ($20,000)** exclusive of interest on financing and administrative and financing costs, 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 **July 1, 2015**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MAIZE AND 29TH COMMERCIAL ADDITION
Lot 7, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended (the "Act").

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of February 2015.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW & CITY ATTORNEY

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 468-85014

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 2-3-2015 REQUEST DATE:

PROJECT # : 480075 PROJECT TITLE: Lateral 19, NWI for Maize & 29th Commercial Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lateral 19, NWI for Maize & 29th Commercial Addition

OCA # : 744383 OCA TITLE: Lateral 19, NWI for Maize & 29th Commercial Addition

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$20,000.00	2999 Contractuals	$20,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$20,000.00	**EXPENSE TOTAL:**	$20,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: Gary Jones DATE: 01/15/15

DEPARTMENT HEAD: Alan DATE: 1/15/15

BUDGET OFFICER: Cheryl L Busada DATE: 1/21/15

CITY MANAGER: DATE:

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 468-85015

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 2-3-2015 REQUEST DATE:

PROJECT # : 485422 PROJECT TITLE: SWD #400 for Maize & 29th Commercial Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: SWD #400 for Maize & 29th Commercial Addition

OCA # : 751531 OCA TITLE: SWD #400 for Maize & 29th Commercial Addition

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$20,000.00	2999 Contractuals	$20,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$20,000.00	**EXPENSE TOTAL:**	$20,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jany DATE: 01/15/15

DEPARTMENT HEAD: Alan Gray DATE: 1/15/15

BUDGET OFFICER: Cheryl Bussado DATE: 1/21/15

CITY MANAGER: DATE:

Agenda Item No.

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Paving Improvements in Legacy Third Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and estimate, approve acceptance of the lowest bid, and adopt the amending resolution.

Background: On October 1, 2013, the City Council approved a petition for paving improvements to serve Legacy Third Addition. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01. The project was bid for construction on January 9, 2015, with all bids exceeding the engineer's estimate.

Analysis: The project will provide paving improvements required for a new residential development located west of Meridian, north of 47th Street South.

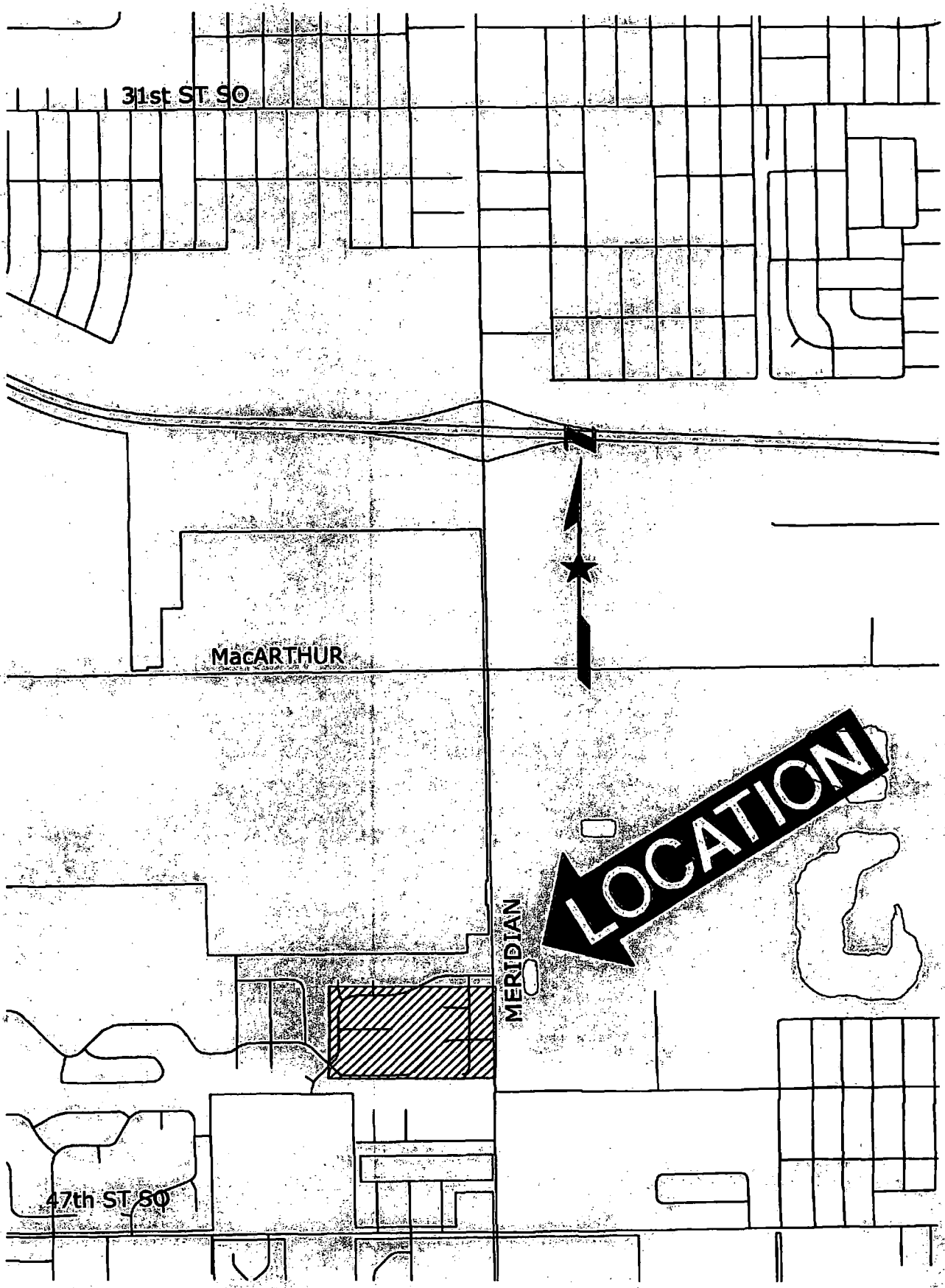
The lowest bid received for the project exceeded the Engineer's Estimate by less than $26,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $247,000 and the revised petition total is $314,000. The funding source is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, amending resolution and bid summary.


31st ST SO
MacARTHUR
LOCATION
MERIDIAN
47th ST SO

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 472-84539

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Feb 3, 2015 REQUEST DATE:

PROJECT # : 490334 PROJECT TITLE: 44th St S for Legacy 3rd Addition - Phase 2

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 44th St S for Legacy 3rd Addition - Phase 2

OCA # : 766313 OCA TITLE: 44th St S for Legacy 3rd Addition - Phase 2

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	$247,000.00	$67,000.00	$314,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$247,000.00	$67,000.00	$314,000.00

Expense Object Level 3			
2999 Contractuals	$247,000.00	$67,000.00	$314,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$247,000.00	$67,000.00	$314,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 01/13/15

DEPARTMENT HEAD: [illegible] DATE: 1/20/15

BUDGET OFFICER: Cheryl L Busada DATE: 1/21/15

CITY MANAGER: DATE:

RECEIVED

JAN 12 '15

CITY CLERK OFFICE

PHASE 2 PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

LEGACY 3RD ADDITION –PHASE 2

Lots 10 – 19, Block 3
Lots 1 – 6, Block 5
Lots 7 – 12, Block 6

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

(a) That there be constructed pavement on **CUSTER** from the north line of 44th Street South to the north line of Lot 1, Block 5, **CUSTER CIRCLE** from the south line of 44th Street South to and including cul-de-sac and **44th STREET SOUTH** from the west line of Lot 6, Block 6 to the east line of Lot 7, Block 5, Legacy 3rd Addition;

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 is to be installed where necessary, and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

(b) That the estimated and probable cost of the foregoing improvement being Three Hundred Fourteen Thousand Dollars ($314,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at a pro rata of 1 percent per month from and after January 1, 2015.

(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:

That the following lots and tracts in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/22 of the total cost of the improvement district:

LEGACY 3RD ADDITION PHASE 2

Lots 10 – 19, Block 3
Lots 1 – 6, Block 5
Lots 7 – 12, Block 6

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
LEGACY 3RD ADDITION PHASE 2		
Lots 10 – 19, Block 3 Lots 1 – 6, Block 5 Lots 7 – 12, Block 6	x Eugene Vitarelli Eugene Vitarelli, Member, JO, LLC	1-9-15
	x Brett Orth Brett Orth, Member, JO, LLC	1-9-15

AFFIDAVIT

The undersigned, being 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 presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Eric J Glover

Eric J Glover

924 N. Main
Address

264-8008
Telephone number

Sworn to and subscribed before me this 12 day of January, 2015.

Janis Edwards
Deputy City Clerk

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - January 9, 2015

RQ441329

FB440246		Engineer's Construction Estimate	APAC - Kansas Inc	Kansas Paving Company	Cornejo & Sons, LLC
Custer, Custer Circle and 44th Street South		$212,683.00	$261,993.00	$248,339.50	$269,577.60
(north of 47th Street South, west of Meridian)	BID BOND				
	ADDENDA	4			
472-84539 (766313)					
		Engineer's Construction Estimate	Dondlinger & Sons		
Custer, Custer Circle and 44th Street South		$248,429.00			
(north of 47th Street South, west of Meridian)	BID BOND				
	ADDENDA	4			
472-84539 (766313)					
		Engineer's Construction Estimate			
Custer, Custer Circle and 44th Street South		$212,683.00			
(north of 47th Street South, west of Meridian)	BID BOND				
	ADDENDA	4			
472-84539 (766313)					
		Engineer's Construction Estimate			
Custer, Custer Circle and 44th Street South		$212,683.00			
(north of 47th Street South, west of Meridian)	BID BOND				
	ADDENDA	4			
472-84539 (766313)					

Award 2/3/15 subject to City Council approval of new Engineer's Estimate $248,429.00.

CHECKED BY: _____

REVIEWED BY: _____

132019

First Published in the Wichita Eagle on February 6, 2015

RESOLUTION NO. 15-033

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CUSTER FROM THE NORTH LINE OF 44TH STREET SOUTH TO THE NORTH LINE OF LOT 1, BLOCK 5, CUSTER CIRCLE FROM THE SOUTH LINE OF 44TH STREET SOUTH TO AND INCLUDING THE CUL-DE-SAC AND 44TH STREET SOUTH FROM THE WEST LINE OF LOT 6, BLOCK 6 TO THE EAST LINE OF LOT 7, BLOCK 5, LEGACY 3RD ADDITION (NORTH OF 47TH ST. SOUTH, WEST OF MERIDIAN) 472-84539** 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 **CUSTER FROM THE NORTH LINE OF 44TH STREET SOUTH TO THE NORTH LINE OF LOT 1, BLOCK 5, CUSTER CIRCLE FROM THE SOUTH LINE OF 44TH STREET SOUTH TO AND INCLUDING THE CUL-DE-SAC AND 44TH STREET SOUTH FROM THE WEST LINE OF LOT 6, BLOCK 6 TO THE EAST LINE OF LOT 7, BLOCK 5, LEGACY 3RD ADDITION (NORTH OF 47TH ST. SOUTH, WEST OF MERIDIAN) 472-84539** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-197** adopted on **March 13, 2007** and Resolution **No. 13-188** adopted on **October 1, 2013** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Custer from the north line of 44th Street South to the north line of Lot 1, Block 5, Custer Circle from the south line of 44th Street South to and including the cul-de-sac and 44th Street South from the west line of Lot 6, Block 6 to the east line of Lot 7, Block 5, Legacy 3rd Addition (north of 47th Street South, west of Meridian) 472-84539.**

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 **Three Hundred Fourteen Thousand Dollars ($314,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January **1, 2015**.

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:

LEGACY 3RD ADDITION PHASE 2
Lots 10 through 19, Block 3
Lots 1 through 6, Block 5
Lots 7 through 12, Block 6

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable on a fractional basis: That the following lots and tracts in Legacy 3rd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/22 of the total cost of the improvement district:

LEGACY 3RD ADDITION PHASE 2
Lots 10 through 19, Block 3
Lots 1 through 6, Block 5
Lots 7 through 12, Block 6

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 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 (the “Act”).

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. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 11. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the

Register of Deeds of Sedgwick County, Kansas.

APPROVED by the governing body of the City Wichita Kansas, this 3rd day of February, 2015.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 7 for Improvements to Kellogg, 151st Street West to Mid-Continent Interchange (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On June 10, 1997, the City Council approved an agreement with Professional Engineering Consultants (PEC) to begin preliminary design work for the expansion of Kellogg to a six-lane freeway, from Mid-Continent Road to 151st Street West. The following supplemental agreements have been approved by the City Council to date:

No.	Date Approved	Services Provided	Cost
Original	June 10, 1997	Preliminary design work and right-of-way determinations. Agreement provided that all final design services, including details, specifications, and cost estimates, as well as construction inspection and administration services, would be added by supplemental design agreements (SDA).	$1,623,647
1	November 21, 2000	Final design for the Tyler to Maize portion of the project.	$1,925,171
2	April 2, 2002	Construction inspection and administration services for the construction phase of the project.	$4,076,542*
3	August 5, 2005	Final design of the south access road to Kellogg from 119th to 135th Streets West.	$163,982**
4	April 8, 2008	Final design for the 2.3 mile segment of Kellogg from approximately 1400 feet east of 151st Street to one half mile west of Maize Road.	$3,464,469
5	September 11, 2012	Additional field survey and design, including preliminary and final plans, details, specifications, and cost estimates for reconfiguring the sanitary sewer system north of Kellogg near 151st Street.	$8,693

Agreement history continued

No.	Date Approved	Services Provided	Cost
6	September 11, 2012	Additional field survey and design, including preliminary and final plans, details, specifications, and cost estimates for a waterline extension and connection.	$4,821
Amendment	June 18, 2013	No-cost amendment to the original and all supplemental agreements modifying the deadlines for different phases of the project and designating the Kansas Department of Transportation (KDOT) as a third party beneficiary.	$0
		Total cost of design services to date:	$11,103,343

*SDA No. 2 originally written for $4,088,548, but was reduced $12,006 on August 24, 2004, per letter from PEC.
**The cost of SDA No. 3 was billed as a direct expense against SDA No. 2, so the cumulative design fee did not increase.

Analysis: Since the final freeway design was initiated in 2008, several KDOT regulations have been revised. Additionally, final design of the frontage roads between 135th and 151st Streets requires modifications to the existing freeway design. As a result, the following plan revisions are needed:

- Add left turn lanes on Kellogg at 151st Street West, and eliminate northbound left turns to the north frontage road at Auburn Hills Drive, to better accommodate traffic flow in the interim between completion of the frontage road project and future construction of the intersections at 119th and 135th Streets;
- Modify the duct bank design to incorporate new Intelligent Transportation System (ITS) into the project as required by KDOT;
- Modify the bridge designs of five bridges at 119th Street, Cowskin Creek, and 135th Street from Load Factor Design to Load and Resistance Factor Design due to a change in KDOT design requirements;
- Add design of spires at 135th Street West bridge;
- Modify the storm sewer design on the north frontage road and Kellogg to allow the frontage road to be constructed prior to construction on Kellogg; and
- Modify the sanitary sewer system north of Kellogg along 151st Street West to avoid a conflict with utility equipment owned by AT&T.

The required modifications to the bridges will require additional geotechnical investigation work and reports. The modifications overall will require additional survey work, construction administration services, shop drawing reviews, and other related support services. Supplemental Design Agreement No. 7 has been prepared to authorize the additional work. The supplemental agreement also includes a rate adjustment to account for inflation since the fee schedule was last examined in 2010.

Financial Considerations: The total cost of the extra work, including the inflation rate adjustment, is $639,182, bringing the total contract amount to $11,742,525. Funding is available in the existing construction and right-of-way acquisition budget, which was approved by the City Council on August 28, 2012. The existing budget is funded by general obligation (GO) bonds, local sales tax (LST), and KDOT contributions, but only the GO and LST portions will be used for the additional design work.

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

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

Attachment: Supplemental Design Agreement No. 7.

SUPPLEMENTAL AGREEMENT NO. 7

to the

AGREEMENT FOR ENGINEERING SERVICES DATED JUNE 10, 1997

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 between the two parties covering Engineering Services to be provided by the ENGINEER for the improvement of West Kellogg from 151st Street West to Mid-Continent Interchange, called the AGREEMENT, and

WHEREAS, the CITY desires to proceed with preparation of Final Plans, Specifications and Estimates for Waterline Improvements North of Kellogg at 151st Street, and

WHEREAS, paragraph IV.B of the AGREEMENT provides that the CITY may contract for additional work on the basis of a duly entered into Supplemental Agreement,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ARTICLE I of AGREEMENT, <u>SCOPE OF SERVICES</u> - Add the following:

   A. <u>Basic Services (Roadway and Bridge Improvements):</u>

i. Original contract included preparing two Bid Packages. CITY now desires to prepare three Bid Packages including one for the north frontage road between 135th and 151st. Additional fee estimated at $8,500 which includes a FF of $910.71.

ii. Modify geometric design at 151st Street to add left turn lanes on US-54 and 151st. Modified design of north frontage road at Auburn Hills Drive to eliminate northbound left turns to the north frontage road (added approx. 500' median). Plans will also be modified to eliminate this median in the 1st phase of the frontage road construction. Modified duct bank design in order to accommodate KDOT's new ITS system into the project. Additional fee estimated at $22,600 which includes a FF of $2,421.43

iii. Modify Bridge designs at 119th (2 bridges), Cowskin Creek (2 bridges) and 135th (1 bridge) from Load Factor Design to LRFD due to change in KDOT design requirements. This work included additional geotechnical investigation and report. Additional fee estimated at $74,600 which included a FF of $7,992.86.

iv. Provide pick-up survey on 119th and 135th Streets for improvements completed under CITY project on 119th and Sedgwick County project on 135th. Additional fee estimated at $5,450 which includes a FF of $583.93.

v. Modify Storm sewer design on North Frontage Road and Mainline US-54 to allow North Frontage Road construction between 135th and 151st as a separate project ahead of mainline construction. Additional fee of $21,500 which includes a FF of $2,303.57.

vi. Provide Construction Administration services including shop drawing review for the North and South Frontage Road projects currently under construction between 135th Street and 151st Street West. Additional fee of $18,400 which includes a FF of 1,971.43.

vii. Add design of "spires" at 135th Street West bridge. Work included additional geotech, foundation and structural design and detailing. Additional fee estimated at $10,200 which includes a FF of $1,092.86.

B. Sanitary Sewer Improvements:

i. Redesigned the Sanitary Sewer system north of Kellogg along 151st St. West. Work involved modifying the alignment included in the original bid documents to avoid a conflict with AT&T equipment. Connection to take place approximately 31 feet north of the existing sanitary sewer manhole located in Lot 6, Block D, Auburn Hills 5th Addition. Additional fee estimated at $1,500 which includes a FF of $160.71.

ii. Provide Construction Administration services including shop drawing review for the North and South Frontage Road projects currently under construction between 135th Street and 151st Street West. Additional fee of $1,200 which includes a FF of $128.57.

C. Waterline Improvements:

i. Provide Construction Administration services including shop drawing review for the North and South Frontage Road projects currently under construction between 135th Street and 151st Street West. Additional fee of $6,300 which includes a FF of $675.00.

2. ARTICLE IV of AGREEMENT, Payment Provisions - add to paragraph A:

Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement No. 7 shall be on the basis of separate, not-to-exceed fees, based on the ENGINEER'S actual costs and may be less than the estimated amount.

A. Basic Services:

i. PEC is requesting an increase in the contract upper limit to cover salary and overhead increases due to the project schedule being delayed approximately five and a half (5-1/2) years from the original milestone date of Sept. 2010 to the new milestone date of April 30, 2016. The following calculation was used to compute the escalation: Original Contract Amount $3,464,469. Fee expended as of December 25, 2010 equals $1,108,024. Remaining fee $2,356,445. KDOT Inflation factor from FY2011 to FY2016 is 19.9%. Inflation of remaining fee (2,356,445*1.199) – 2,356,445 = $468,932. The fixed fee for profit portion of this amount computes to $50,242.71 using the original contract 12% FF.

ii. TOTAL FEE ADJUSTMENT BASIC SERVICES: Increase the upper limit of the contract by $630,182 from $3,464,469 to $4,094,651. The fixed fee which is included in the previous stated amount increases by $67,519.50 from $312,645 to $380,164.50.

B. Sanitary Sewer Improvements:

i. TOTAL FEE ADJUSTMENT SANITARY SEWER IMPROVEMENTS: Increase the upper limit of the contract by $2,700 from $8,693.39 to $11,393.39. The fixed fee which is included in the previous stated amount increases by $289.29 from $931.43 to $1,220.72.

C. Waterline Improvements:

ii. TOTAL FEE ADJUSTMENT WATERLINE IMPROVEMENTS: Increase the upper limit of the contract by $6,300 from $249,824.11 to $256,124.11. The fixed fee which is included in the previous stated amount increases by $675.00 from $26,766.87 to $27,441.87.

4. Except as otherwise noted herein, all terms and conditions set forth in the original 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

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon Dickgrafe, Chief Deputy City Attorney

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
Joe Surmeier, P.E., Principal

ATTEST:

_____

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Paving Improvements in Blackstone Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised estimate, budget, and acceptance of the lowest bid.

Background: On June 27, 2006, the City Council approved a petition for paving improvements to serve Blackstone Addition, a new residential development located east of 151st Street West, north of 13th Street North. The project was bid for construction on January 9, 2015, with all bids exceeding the engineer's estimate.

Analysis: The lowest bid received exceeded the estimate by less than $6,100. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based in the best interest of the City.

Financial Considerations: The existing project budget is $497,000, funded by special assessments. The petition and resolution approved by the City Council on June 27, 2006, provided for a 1% per month cost increase from and after July 1, 2006, if needed to cover the cost of improvements. A revised estimate, which includes a 6% budget increase as allowed by the approved petition and resolution, has been prepared. The revised budget is $526,820.

Legal Considerations: There are no legal considerations associated with the City Council's approval of the revised budget, estimate, or acceptance of the lowest bid.

Recommendation/Action: It is recommended that the City Council approve the revised budget and estimate, approve acceptance of the lowest bid, and authorize the necessary signatures.

Attachments: Bid summary, budget sheet and not to be advertised preliminary estimate.

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 06-382

ENGINEERING REFERENCE #: 472-84398

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Feb 3, 2015 REQUEST DATE:

PROJECT # : 490345 PROJECT TITLE: Blackstone for Blackstone Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Blackstone for Blackstone Addition

OCA # : 766324 OCA TITLE: Blackstone for Blackstone 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	$497,000.00	$29,820.00	$526,820.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$497,000.00	$29,820.00	$526,820.00

Expense Object Level 3			
2999 Contractuals	$497,000.00	$29,820.00	$526,820.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$497,000.00	$29,820.00	$526,820.00

NOTES:

Adding 6 months crawl. Crawl date 7-1-06, none previously used.

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 01/13/15

DEPARTMENT HEAD: J Alaney DATE: 1/15/15

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

PAVING BID TABULATION SUMMARY

RQ441451

FB440248		Engineer's Construction Estimate	APAC - Kansas Inc	Kansas Paving Company	Cornejo & Sons, LLC
Blackstone and Obsidian		$407,021.00	$450,761.40	$413,068.90	$457,395.40
(east of 151st Street West,	BID BOND				
north of 13th Street North)	ADDENDA	0			
472-84398 (766324)					
		Engineer's Construction Estimate	Dondlinger & Sons		
Blackstone and Obsidian		$407,021.00			
(east of 151st Street West,	BID BOND				
north of 13th Street North)	ADDENDA	0			
472-84398 (766324)					
		Engineer's Construction Estimate			
Blackstone and Obsidian		$407,021.00			
(east of 151st Street West,	BID BOND				
north of 13th Street North)	ADDENDA	0			
472-84398 (766324)					
		Engineer's Construction Estimate			
Blackstone and Obsidian		$407,021.00			
(east of 151st Street West,	BID BOND				
north of 13th Street North)	ADDENDA	0			
472-84398 (766324)					

Award 2/3/15 subject to City Council approval of new Engineer's Estimate $413,070.00

CHECKED BY: _____

REVIEWED BY: _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 3, 2015

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Blackstone Addition (District V) (472-84398/766324/490-345) – Total Estimated Cost $526,820.

To the City Council
Wichita, Kansas

Date of CC 2/3/2015
(OCA/PROJ) 766324/472-84398
(PPN) 490-345

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Blackstone Addition (District V).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $526,820

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

Agenda Item No. II-10

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Private Lot Cleanup Services

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the contracts.

Background: The City of Wichita has contracts for private lot cleanup projects on properties that are in non-compliance with the Nuisance Code (Title 8 of the Code of the City of Wichita). The contracts have expired.

Analysis: A Request of Proposal was sent to 192 potential firms and a pre-proposal conference was held to respond to any questions. Five proposals were received and evaluated, and interviews were conducted. The recommended firms are H. D. Mills and Sons, Inc. at an estimated yearly amount of $109,050 and T & G Mowing & Excavating, Inc. an estimated yearly amount of $127,190, based on unit prices per bid specifications. The selected contractors will bid on each lot cleanup job with a "not to exceed" cost estimate. The lowest bidder will be awarded the job.

The committee based this recommendation upon the evaluation criteria that was set forth in the proposal. The selected firms have the ability to meet the requirements based upon qualifications, experience and expertise.

Financial Considerations: The approved 2015 Metropolitan Area Building and Construction Department budget includes a $135,200 appropriation within the General Fund for contracted lot cleanup services, which covers the estimated 2015 cost for lot cleanup service (per submitted bids).

Legal Considerations: The Law Department has reviewed and approved the contracts as to form. The contracts will be for one year with two one-year annual renewal options.

Recommendation/Action: It is recommended that the City Council approve the contracts with H. D. Mills and Sons, Inc. and T & G Mowing & Excavation, Inc., and authorize the necessary signatures.

Attachments: Contracts.

CONTRACT
for
PRIVATE LOT CLEANUP

BLANKET PURCHASE ORDER NUMBER BP540001

THIS CONTRACT entered into this 3rd day of February, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **H. D. MILLS AND SONS, INC.** (Vendor Code Number 809437-001), whose principal office is at 2756 S. West Street, Wichita, Kansas, 67217, Telephone Number (316) 942-2031 hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Private Lot Cleanup** (Formal Proposal – FP440066) [Commodity Code Number 98836]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440066 [Commodity Code Number 98836] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP440066, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following **unit price** for **Private Lot Cleanup** for Formal Proposal Number - FP440066 [Commodity Code Number 98836] for the Metropolitan Area Building and Construction Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of October 17, 2014 and as approved by the City Council on January 27, 2015.

Item Number	Description	Unit of Measure	Cost
	Furnish all labor, material, and equipment to provide private lot cleanup as per specifications:		
1	Labor (to include use of hand tools)	Per Hour	$25.00
2	Pickup Truck	Per Hour	$20.00
3	Dump Truck	Per Hour	$55.00
4	Skid Steer Loader	Per Hour	$55.00
5	Tractor with Box Blade and Front Scoop	Per Hour	$50.00
6	Generator to Run Power Tools	Per Hour	$10.00
7	Mowing and Trimming 0 – ½ Acre (0-21,780 Square Feet)	Per Location	$100.00
8	Mowing and Trimming ½ - 1 Acre (21,781 – through 43,560 Square Feet)	Per Location	$100.00
9	Mowing and Trimming Over 1 Acre (Over 43,561 Square Feet)	Per Acre	$100.00
10	Reporting Fee (When a work order has been issued, but work has been completed by property owner)	Per Each	$20.00

Prices are firm for one year, then escalating / de-escalating.
Billing Terms – Net Thirty (30) Days

3. Liquidated Damages. If the **VENDOR** fails to complete all requirements identified within these specifications **by work order completion date**, it is understood and the **VENDOR** hereby agrees that the amount **of twenty-five dollars ($25.00) per location for each additional working day** after the specified work order completion date that the work remains incomplete. For each location, all charges for liquidated damages shall be deducted from contractor payments at the time of completion. A working day shall be considered any day (excluding Sundays and City observed holidays) upon which the contractor can physically and legally prosecute the work under the provisions of these specifications. **VENDOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **VENDOR** (e.g., acts of God, wars, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **VENDOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance and the **VENDOR** must re-negotiate delivery schedules.

4. Term. The term of this contract shall be from **February 3, 2015 through January 31, 2016**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

5. Indemnification and Insurance.

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

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

1. Commercial General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Property Damage Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Occurrence $500,000 Each Aggregate

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Accident
Property Damage Liability	$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Accident

3. Workers' Compensation	Statutory
Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

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

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

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

9. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/ Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

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

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

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

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

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl Brewer
Mayor

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim City
Attorney & Director of Law

H. D. MILLS AND SONS, INC.

Signature

Print Name

Manager

Title (President or Corporate Officer)

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

CONTRACT
for
PRIVATE LOT CLEANUP

BLANKET PURCHASE ORDER NUMBER BP540002

THIS CONTRACT entered into this 3rd day of February, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **T&G MOWING & EXCAVATING, INC.** (Vendor Code Number 801792-001), whose principal office is at 29122 West 45th North, Mount Hope, Kansas, 67108, Telephone Number (316) 706-9649 hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Private Lot Cleanup** (Formal Proposal – FP440066) [Commodity Code Number 98836]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440066 [Commodity Code Number 98836] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP440066, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following **unit price** for **Private Lot Cleanup** for Formal Proposal Number - FP440066 [Commodity Code Number 98836] for the Metropolitan Area Building and Construction Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of October 17, 2014 and as approved by the City Council on January 27, 2015.

Item Number	Description	Unit of Measure	Cost
	Furnish all labor, material, and equipment to provide private lot cleanup as per specifications:		
1	Labor (to include use of hand tools)	Per Hour	$32.00
2	Pickup Truck	Per Hour	$20.00
3	Dump Truck	Per Hour	$57.00
4	Skid Steer Loader	Per Hour	$57.00
5	Tractor with Box Blade and Front Scoop	Per Hour	$55.00
6	Generator to Run Power Tools	Per Hour	$42.00
7	Mowing and Trimming 0 – ½ Acre (0-21,780 Square Feet)	Per Location	$42.00
8	Mowing and Trimming ½ - 1 Acre (21,781 – through 43,560 Square Feet)	Per Location	$47.00
9	Mowing and Trimming Over 1 Acre (Over 43,561 Square Feet)	Per Acre	$52.00
10	Reporting Fee (When a work order has been issued, but work has been completed by property owner)	Per Each	$25.00

Prices are firm for one year, then escalating / de-escalating.
Billing Terms – Net Ten (10) Days

3. Liquidated Damages. If the **VENDOR** fails to complete all requirements identified within these specifications **by work order completion date**, it is understood and the **VENDOR** hereby agrees that the amount **of twenty-five dollars ($25.00) per location for each additional working day** after the specified work order completion date that the work remains incomplete. For each location, all charges for liquidated damages shall be deducted from contractor payments at the time of completion. A working day shall be considered any day (excluding Sundays and City observed holidays) upon which the contractor can physically and legally prosecute the work under the provisions of these specifications. **VENDOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **VENDOR** (e.g., acts of God, wars, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **VENDOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance and the **VENDOR** must re-negotiate delivery schedules.

4. Term. The term of this contract shall be from **February 3, 2015 through January 31, 2016**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

5. Indemnification and Insurance.

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

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

1. Commercial General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Property Damage Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Occurrence $500,000 Each Aggregate

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Accident
Property Damage Liability	$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Accident

3. Workers' Compensation	Statutory
Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

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

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

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

9. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/ Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

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

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

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

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

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl Brewer
Mayor

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim City Attorney & Director of Law

T&G MOWING & EXCAVATING, INC.

Signature

Tim Simon
Print Name

Vice President
Title (President or Corporate Officer)

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Amending Resolutions for the 2008-2009 Traffic Signalization Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolutions.

Background: On May 13, 2008, the City Council adopted Resolution No. 08-261, which included $350,000 in General Obligation bond funding for the 2008 Traffic Signalization Program. On September 22, 2009, the City Council adopted Resolution No. 09-312, which included $450,000 in General Obligation bond funding for the 2009 Traffic Signalization Program. The traffic signalization program is used to implement signalization at a number of locations annually. To fully utilize the annual funding allocations, often annual funding allocations are consolidated into a single project. The 2008 and 2009 allocations were consolidated into a single project in October 2010.

Analysis: The following locations were addressed with funding from the consolidated 2008 and 2009 Traffic Signalization projects:

- Pawnee and Webb
- 39th Street North and Webb
- Oliver pedestrian crosswalk between 17th and 21st Streets North
- Corporate Hills Drive and Webb
- 21st Street North and 135th Street West
- 13th Street North and 119th Street West
- William, Market to Emporia
- 21st Street North and Greenleaf
- I-135 and Hydraulic
- 29th Street North and Ohio
- 135th Street West and Kellogg

The previously approved resolutions have been amended to reflect the revised project structure.

Financial Considerations: The resolution amounts remain $350,000 for 2008 and $450,000 for 2009, for a combined total of $800,000, as previously approved. The proposed amending resolutions are a corrective measure only and do not authorize any additional expenditures or funding.

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

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

Attachments: Amending resolutions.

RESOLUTION NO. 15-[___]

A RESOLUTION AMENDING SECTIONS 1 AND 2 OF RESOLUTION NO. 08-261 AND SECTIONS 1 AND 2 OF RESOLUTION NO. 09-312 OF THE CITY OF WICHITA, KANSAS, WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY, AND REPEALING THE ORIGINAL VERSIONS OF SUCH SECTIONS.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Resolution No. 08-261 and Resolution No. 09-312, authorized financing of the costs of design and construction of certain Traffic Signal Systems at various locations within the City; and

WHEREAS, the City now wishes to perfect previous actions taken to combine the projects and project budgets for the improvements financed by Resolution No. 08-261 and Resolution No. 09-312.

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

Section 1. **Amendment**. (a) ***Section 1*** of Resolution No. 08-261 ("Resolution 08-261") and ***Section 1***of Resolution No. 09-312 ("Resolution 09-312") are hereby amended to read as follows:

> **Section 1**. That the City of Wichita desires to make certain related improvements as follows (collectively, the "Improvements"): The design and construction of traffic signals at Pawnee and Webb; 39th Street North and Webb; Oliver, between 17th Street and 21st Street; Corporate Hills Drive and Webb; 21st Street and 135th Street West; 13th Street and 119th Street West; 21st Street and Greenleaf; I-135 Freeway and Hydraulic; 29th Street North and Ohio; William, between Market and Emporia; 135th Street West and Kellogg (472-84720 and 472-84869).

(b) ***Section 2*** of Resolution No. 08-261 is hereby amended to read as follows:

> **Section 2**. **Financing**. The portion of the cost of such Improvements covered by this Resolution is estimated not to exceed $350,000. All or a portion of such costs of the Improvements, interest on financing and administrative and financing costs are authorized to be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized in Resolution No. 08-261 made on or after the date which was 60 days before the date of original adoption of said resolution to the extent described in and authorized therein and to reimburse additional expenditures of portions of the Improvements authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

(c) ***Section 2*** of Resolution No. 09-312 is hereby amended to read as follows:

> **Section 2**. **Financing**. The portion of the cost of such Improvements covered by this Resolution is estimated not to exceed $450,000. All or a portion of such costs of the Improvements, interest on financing and administrative and financing costs are authorized to be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized in Resolution No. 09-312 made on or after the date which was 60 days before the date of original adoption of said resolution to the extent described in and authorized therein and to reimburse additional expenditures of portions of the Improvements authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. Sections 1 and 2 of Resolution No. 08-261 and Sections 1 and 2 of Resolution No. 09-312, as they previously existed, are hereby repealed and the rest and remainder of the operative text of such Resolutions 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 February __, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim Director of
Law and City Attorney

Agenda Item No. II-12

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: 2015-2017 Kansas Special Traffic Enforcement Program (STEP) Agreement

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the grant application.

Background: Since 2005, the Wichita Police Department has participated in the Kansas Department of Transportation's Special Traffic Enforcement Program, which provides overtime pay for officers enforcing DUI and restraint violation laws. The program is designed to help local law enforcement agencies dedicate time and resources to increase awareness of the dangers of driving impaired and the need to wear approved restraint devices. It emphasizes enforcement efforts coupled with a public education and awareness component designed to educate citizens. The enforcement aspect of the program sets designated enforcement windows, which coincide with national and state media campaigns. These include the DUI-Over the Limit Under Arrest and the Click it or Ticket campaigns.

Analysis: The Wichita Police Department has a comprehensive traffic safety plan that was implemented in 2001. Participation in the Special Traffic Enforcement Program will allow the Police Department to supplement normal staffing and routine enforcement efforts with additional, dedicated traffic enforcement personnel. Public education opportunities will accompany the enforcement exercises to heighten awareness, modify perceptions, and deter impaired driving, and increase the use of restraint devices.

Financial Considerations: The Kansas Department of Transportation will reimburse the Police Department for overtime incurred while performing enforcement aspects of the program. The grant application includes total funding of $52,000 for the first year of the contract and similar amounts to be determined prior to the program start in 2016 and 2017. No local match is required.

Legal Considerations: The application was reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council review and authorize the submission of the grant application.

Attachments: Kansas Department of Transportation Agreement on Special Traffic Enforcement Program (STEP).

Special Traffic Enforcement Program: Grantee Info. & Contract Summary

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

General Agency Information

City of Wichita Police Department	**Interim Chief Nelson Mosley**	**Lt. Eric Bastian**
1. Name of Applicant Agency	7. Name of Agency Head	11. Name of Project Contact Person
455 N. Main / **Wichita** / **67202-1600**	**(316) 268-4158**	**(316) 350-3444** / **(316) 210-5698**
2. Mailing Address / 3. City / 4. Zip Code	8. Agency Head Phone #	12. Contact phone / 13. Cell Phone
Same	**(316) 858-7751**	**(316) 858-7505**
5. Street Address, if Post Office Box entered above	9. Agency Head FAX #	14. Contact Person Fax #
Mayor Carl Brewer	**NMosley@wichita.gov**	**Ebastian@wichita.gov**
6. Person duly authorized to commit the city or county to contracts	10. Agency Head E-mail Address	15. Contact person E-Mail Address

Expectations:

- ✓ STEP contractors will make every reasonable effort to participate in at least the *Click It or Ticket* and *You Drink. You Drive. You Lose.* enforcement campaigns.
- ✓ Over the term of the STEP year an agency will average at least two enforcement contacts/stops per hour of reimbursed enforcement.
- ✓ Agencies will operate under a written safety restraint policy – either departmental or by governing authority – that covers all occupants (adult and child). A model policy is available from KDOT, 785-296-3618.
- ✓ Agencies will adhere to the dates posted on the STEP schedule and to the requirements included on the STEP Fact Sheet (both also available from KDOT).

REIMBURSEMENT INSTRUCTIONS

16. Desired reimbursement method: (If direct deposit, see instructions at bottom.*) **Direct Deposit**

17. Reimbursement checks should be made payable to:

City of Wichita - Police Dept.

18. Reimbursement checks will be mailed to the address above unless a different one is entered here. Also any financial contact person for the grant is listed here.
Contact: Debbie Nguyen, (316) 268-4115

19. Federal Employee ID No. (FEIN):	**48-6000653**
20. Data Universal Numbering System (DUNS) No.:	**043063460**
21. System for Award Management (SAM) Expiration Date:	**9/17/2015**

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

KDOT and GRANTEE AWARD INFORMATION

Contract Periods	**This Year:**	**10/1/2014**	**9/30/2015**
	Full Period:	**10/1/2014**	**9/30/2017**
Contract No	**PT-**	**1049**	**-15**
Approved Grant Amt. (Federal Funds Obligated) *			**$52,000**
*** Current yr. amount only; each remaining yr. determined Sep. prior.**			
Federal Funding Source	**Section 402**		
Federal Award Date	**November 4, 2014**		
Recipient Match Amt.	**None**		
Fed. Awarding Agency	**National Highway Traffic Safety Admin.**		
Research & Dev. Funds	**None**		
Indirect Cost Rate	**NA**		
Local Benefit %	**100% Local Benefit**		
CMS No.	**3515**	**1049**	
CFDA #:	**20.600**		

Campaigns *	FFY 2015	FFY 2016	FFY 2017
November: Thanksgiving week: 1 week. Optional.	Nov 24-30, 2014	Nov 23-29, 2015	Nov 21-27, 2016
May-June (Memorial Day) Theme: *Click It Or Ticket* Seat Belt Campaign. 2 weeks. Mandatory.	May 18-31, 2015	May 23-Jun 5, 2016	May 22-Jun 4, 2017
Aug-Sep (Labor Day) Theme *You Drink. You Drive, You Lose.* DUI Campaign. 2.5 weeks. Mandatory.	Aug 20-Sep 7, 2015	Aug 18 - Sep 5, 2016	Aug 17-Sep 4, 2017

* Occasionally, other campaigns may be offered.

KANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY

Special Traffic Enforcement Program (STEP)

PARTIES:

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

Hereinafter, referred to as the "Secretary."

and:

Interim Chief Nelson Mosley
City of Wichita Police Department

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number and city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Nighttime Seatbelt Enforcement Program (NSEP) application.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2014**

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the added salary expense incurred in the performance of this Project Agreement in an amount not to exceed that which is provided in the NSEP application. This first year amount is:

$52,000

If this agreement is for two or more years, subsequent annual amounts will be reimbursed to the Project Agency through annual Notices to Proceed mailed to the above named official prior to the beginning of the subject year.

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the NSEP application.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform the additional law enforcement patrol activities directed at non-compliance with Kansas adult and child occupant restraint statutes in accordance with terms of the NSEP campaign requirements as issued by the Secretary.

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

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

4) That the agency has and operates under, or will have in place within one year, a policy which requires employees to comply with stipulations of the Kansas Safety Belt Use (K.S.A. 8-2503) and Child Passenger Safety (K.S.A. 8-1344) Acts when engaged in official travel by public or private vehicle. A model policy is available from KDOT (785-296-3618) upon request.

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

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

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

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

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

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

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

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

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

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

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

Article III - THE PARTIES AGREE:

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

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

3) The NSEP application, Attachment 1, is incorporated by reference and made a part of this Agreement.

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

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

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

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

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

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

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

LOCAL AUTHORIZING OFFICIALS

X

Mayor Carl Brewer

X

Interim Chief Nelson Mosley

APPROVED

Interim City Attorney
City of Wichita

KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King

Secretary of Transportation for the State of Kansas

Form Approved
From 11/30/14 to 02/28/15
By Legal Dept. KDOT

Revised 10/23/2014

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

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

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

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

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

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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

(9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract,

(Revised 9/29/11)

KDOT Traffic Safety Contract No: PT- 1049 -15

KANSAS DEPARTMENT OF TRANSPORTATION
Certification of the Project Agency

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

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above project agency) to solicit or secure this Agreement; or

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

_____

_____

_____

_____

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

X Nelson L. Mosley

Interim Chief Nelson Mosley
City of Wichita Police Department

1/21/15
Date:

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

Attachment No. 4

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1st day of October 2014.

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

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

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

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

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

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

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

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

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

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

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

11) Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

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

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

Agenda Item No. II-13

City of Wichita
City Council Meeting
February 3, 2015

TO: Mayor and City Council

SUBJECT: Ordinance Making a Non-Substantial Change to the Union Station District Plan (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Place the ordinance on first reading amending the Union Station District Plan.

Background: On October 14, 2014, the City Council established the Union Station Redevelopment District (the "District") for the purpose of generating tax increment financing ("TIF") for eligible improvements located within the district. The action taken by the City Council set 2014 as the base year, from which the increase in property tax revenues (the tax increment) would be measured.

On November 25, 2014, the City Council set a public hearing date of January 6, 2015, to consider a single project plan for the entire District. On January 6, 2015, the public hearing was continued to January 13, 2015, at the request of the developer. On January 13, 2015, the developer requested that the public hearing be continued to February 3, 2015. The developer has subsequently determined that two project plan areas are needed in the District. The developer has requested that the City Council not consider the single project plan on February 3, 2015, and allow the public hearing period to expire.

The District Plan adopted in 2014 provided that redevelopment of the District could be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City. In order for the City to adopt the two project plans proposed by the developer for redevelopment of the area, the District Plan needs to be amended to include a map of the Project Areas.

Analysis: When a City establishes a redevelopment district it also adopts a district plan, which provides a general description of the areas where redevelopment will occur, as well as the general plan for redevelopment within those areas. When the City adopted the District Plan in 2014, a map outlining the proposed project areas was omitted.

The inclusion of a map with the District Plan allows the City to clarify its plan for redevelopment of the area. The map is included as an exhibit to the attached ordinance. The map does not include additional land or a substantial change to the District Plan.

Financial Considerations: There are no additional financial costs associated with the non-substantial change. All costs of publishing the ordinance will be paid from the City's Economic Development Fund and will be reimbursed from the TIF proceeds.

Legal Considerations: The City's bond counsel has reviewed the amendment and determined that insertion of a map does not constitute a substantial change under the TIF statute. The ordinance has been prepared by bond counsel, reviewed by the Law Department and approved as to form.

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

Attachment(s): Ordinance amending the Union Station District Plan

DISPOSITION SUPPLEMENT NO. 7

TO

GENERAL URBAN RENEWAL PLAN

FOR

WICHITA ORIGINAL TOWN URBAN RENEWAL AREA

DATED:

December 11, 1970

MISC BOOK 701 PAGE 421

ND 401, Supp. 7

This section contains the land disposition controls for an area generally known as Administrative Center. The boundary of the project is indicated on Plate 1-7, Property Map, and more specifically includes that certain area situated in the City of Wichita, County of Sedgwick, State of Kansas, and described as follows:

BEGINNING at the South line of Central Avenue and the East line of the North-South alley between Main and Market Streets;

THENCE West along the South line of Central Avenue to the West line of Wichita Street;

THENCE South along the West line of Wichita Street to the South line of First Street;

THENCE East along the South line of First Street to the East line of Main Street;

THENCE North along the East line of Main Street to the South line of Second Street;

THENCE East along the South line of Second Street to the East line of the North-South alley between Main and Market Streets;

THENCE North along the East line of the North-South alley between Main and Market Streets to the North line of Third Street;

THENCE West along the North line of Third Street to the East line of Main Street;

THENCE North along the East line of Main Street to the Southwest corner of Lot 182 on Main Street in Greiffenstein's Original Town;

THENCE East along the South line of said Lot extended to the East line of the North-South alley between Main and Market Streets;

THENCE North along the East line of the North-South alley between Main and Market Streets to the point of beginning.

Attached is a map entitled Land Use Plan Plate . This exhibit indicates specific allowable land uses in the proposed street pattern. Also indicated are easements required for utilities and access. In general, all of that area within the project lying north of a line midway between existing First and Second Streets is committed to public use. The public uses will include public buildings and their related parking. That area lying generally south of a line midway between First and Second Streets will be available for commercial uses compatible with the Central Business District and the public buildings to the north.

- Land Use Provisions and Building Requirements.

  a. Land use shall be as indicated on Plate - Land Use Plan. In those areas indicated for commercial land use, land uses permitted shall be commercial, retail office, multi-family residential, and transient housing provided that all such uses are integrated into a scheme to enable various parts of the design to function properly, and provided, that such uses are in proper relationship to each other and enhance rather than reduce amenity. The design should allow for adequate open space and good facilities for pedestrian movement in safety and pleasant surroundings.

  b. Building Requirements

     In addition to the foregoing, the following regulations, controls, or restrictions shall be imposed on all real property acquired in connection with the Administrative Center Area:

(1) Minimum Pedestrian Walking and Vehicular Circulation Area at Ground Floor Level. At least twenty percent (20%) of the lot area, in the form of malls, arcades, setbacks, and/or drives, shall be provided as pedestrian walking areas or vehicular circulation areas, generally available to the public.

(2) Building Setbacks from the Property Line.
A ten (10) foot setback shall be required on the following frontages;

Central Avenue from the west line of Main Street to the east line of Wichita Street;

Wichita and Main Streets from the south line of Central Avenue to the north line of Third Street;

Water Street from the north line of First Street to the south line of Second Street.

No setback requirement shall be applied to the remaining streets within the area.

The term "ground floor level" is defined to be from zero (0) to twelve (12) feet above the abutting sidewalk grade. No setback requirement shall be applied to any structure above the ground floor level.

Canopies protecting sidewalks and drives shall not be subject to the setback requirements but must be approved, in writing, by the Urban Renewal Agency.

(3) Residential Requirements. Residential uses shall be limited to multi-family, elevator type structures. No living unit may be located at ground floor level. Site coverage of structures designed for residential use may not exceed twenty-five percent (25%) of the combined site coverage of all structures. Residential dwelling unit density shall be limited to one unit per eight hundred (800) square feet of lot area.

(4) Minimum Off-Street Parking. One and one-half car spaces for each dwelling unit and one car space for each five hundred square feet of gross office and/or retail floor area. These spaces to be provided within 600 feet of the proposed structure.

(5) Publicly Owned Off-Street Parking. Publicly owned off-street parking to be provided in the Project Area shall be open to use by the public at large and shall not be limited to special uses or special users.

(6) Signs.

(a) The proposed location and size of all identifying or advertising signs must be indicated on the final working drawings and submitted to the Agency for written approval prior to erection of the sign. The signs should be related to the structure to which they are attached in position, form, color, and size. The one permitted exception is the case of individual occupants or tenants, but final drawings should nevertheless indicate the proposed position of the sign.

(b) Should the redeveloper deem replacement of a sign or addition of a new sign to be necessary to the redevelopment, plans for such replacement sign or additional sign shall be submitted to the Agency for written approval prior to the erection thereof.

(c) Any permitted sign may be illuminated from within or without provided that such lighting shall be limited to a non-flashing type.

(d) No sign is permitted which does not relate to occupancy or operations within the site on which the sign is erected.

(e) Signs affixed to a building wall shall not extend more than eighteen inches from the building wall.

(f) These sign restrictions shall pertain only to signs which are visible from the exterior of the structure.

Circulation Requirements

Circulation requirements are delineated on Plate II-7, Land Use Map.

Redevelopers Obligations

In the conveyance of land in cleared portions of the Administrative Center Area, an obligation will be imposed upon purchasers to commence and complete construction of improvements within a reasonable time and in conformance to the basic plan and this supplement.

Design Objectives.

The real property covered under this supplement shall be subjected to the requirements and restrictions set forth herein in order to ensure its best use and most appropriate development and improvement; to preserve and enhance the amenity and convenience of such property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to ensure the highest and best development of said properties; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof; to secure adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property.

No improvements shall be undertaken until the complete plans and specifications including the floor plans and grade and plot plan of such improvement, shall have been submitted to and approved in writing by the Urban Renewal Agency, which shall incur no liability by reason of its judgment, even though erroneous, in approving or failing to approve such plans and specifications. If such plan or plans are not disapproved by the Agency within thirty (30) days after their submission to it, or in any event, if no suit to enjoin the construction of such improvements, due to the failure to comply with the plans and specification as submitted, has been commenced prior to the completion thereof, the required approval of such construction shall be deemed to have been given and the provisions of this section fully complied with.

Duration of Controls.

From and after the filing of an appropriate "Declaration of Restrictive Covenants" in the office of the Register of Deeds of Sedgwick County, Kansas, the restrictions contained in this plan shall be binding and effective upon all owners, purchasers, or lessees of land, and heirs and assigns, of the property covered hereunder until December 31, 1999, and automatically shall be continued thereafter for successive periods of ten (10) years each, unless by vote of the then owners of a majority of the square foot area covered hereunder, and by approval of the Governing Body of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of any such period.

AMENDMENT TO GENERAL URBAN RENEWAL PLAN OF NOVEMBER 27, 1972 FOR A REAL PROPERTY SITE LOCATED IN THE ADMINISTRATIVE CENTER

RECITALS:

A. The City of Wichita ("City") has a General Urban Renewal Plan originally approved and recorded at Film 558, Page 449 *et seq*. and particularly at Film 558, Page 452 *et seq*., which General Urban Renewal Plan was subsequently amended, modified and supplemented by various amendment documents and disposition supplement documents and further including, but not limited to, Resolution No. 10-176 of the City dated July 10, 2010 and recorded as DOC.#/FLM-PG: 29502752 with Exhibit "A" (General Urban Renewal Plan for the Wichita NDP Renewal Area) and Exhibit "B" (Amendment to General Urban Renewal Plan of November 7, 1972 For Wichita NDP Urban Renewal Area, Wichita, Kansas Amended July 2010) attached thereto (such resolution and exhibits are referred to herein as "Resolution 10-176" herein, and the General Urban Renewal Plan and with all other amendments, modifications and supplements, including, but not limited to, Resolution 10-176, being collectively referred to herein as the "Urban Renewal Plan."

B. Resolution 10-176 was approved by the Governing Body of the City in 2010 for the purpose of eliminating problematic provisions and standards in the Urban Renewal Plan that were contrary to the then City zoning requirements, relevant City codes and the City's Comprehensive Plan. As a result, pursuant to such resolution, a new "Deferred Use" category was established for the Urban Renewal Plan, and in the General Land Use Plan portion of the Urban Renewal Plan for all Activity Areas within such plan, including the Administrative Center area, in replacement of the previous General Land Use Plan provisions which were deleted by such resolution; certain Urban Renewal Plan provisions (Part D Urban Renewal Techniques, and "Exhibit A" Residential/Nonresidential Property Rehabilitation Standards) were repealed; and the land disposition controls and provisions, redevelopment controls, minimum land disposition controls contained in Disposition Supplements were deleted pursuant to such resolution and replaced by the Deferred Use Category, all as provided in such resolution. Resolution 10-176 was adopted in order to allow the underlying zoning requirements of the Wichita-Sedgwick County Unified Zoning Code, relevant City zoning codes and regulations and planning guidance from the Comprehensive Plan to apply in lieu of the prior requirements.

C. By oversight, or otherwise, certain documents in the real estate records pertaining to the Real Estate were not specifically referenced in Resolution 10-176, including, but not limited to, Disposition Supplement No. 7 recorded in the Sedgwick County real estate records at Misc. Book 701, Pages 421 through and including Page 424.

D. The City has been approached by a prospective owner of certain real estate, including a building thereon, located at the northwest corner of the intersection of First Street and Water Street in Wichita, Kansas, which land is legally described on Attachment 1 hereto (the "Real Estate") and has historically been subject to the Urban Renewal Plan in the category referred to therein as the Administrative Center area. Such prospective purchaser desires that the

City verify and affirm that all requirements pertaining to Resolution 10-176 relating to the future use of the building on the Real Estate for residential purposes as contained in the Urban Renewal Plan have been modified and amended so that they are of no further force or effect, and all uses allowed on the Real Estate by the Wichita-Sedgwick County Unified Zoning Code, as amended from time to time, are substituted for such prior requirements with respect to the Real Estate.

E. As an accommodation to the prospective owner, the City is willing to clarify the status of the Urban Renewal Plan as it relates to the Real Estate and the Administrative Center area. In view Resolution 10-176, this document does not constitute a substantial change to the Urban Renewal Plan, but is a confirmation of the previous intent of the City at the time Resolution 10-176 was adopted.

NOW, THEREFORE, as to the Real Estate, the Urban Renewal Plan and all portions of such a plan, whether or not referenced in this Amendment, or in any other amendment, disposition supplement or other instrument recorded in the Sedgwick County, Kansas, office of the register of deeds, or not so recorded, are hereby amended and modified by the City to delete and remove all existing land use provisions, building requirements, rehabilitation of existing structure requirements, circulation requirements, parking requirements, redeveloper's obligations, design objections, building setbacks, residential requirements, signage requirements and pedestrian and vehicular circulation areas, land disposition controls, land disposition and redevelopment controls, minimum land disposition controls from such plan and to substitute in lieu therefore all land uses, restrictions and controls applicable under the Deferred Use Category as defined in Part C of the Amendment to General Urban Renewal Plan of November 27, 1972 For Wichita NDP Urban Renewal Area, Wichita, Kansas, Amended July 2010, attached as Exhibit "B" to Resolution 10-176.

ATTACHMENT 1

Parcel 1:
Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75 and Lot 77, except the North 11 feet of said Lot 77, on Water Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated 20 foot alley adjoining on the West, except from said alley any portion lying North of the South line of the North 218.5 feet of Lot 3, on Wichita Street, Waterman's Addition to Wichita, Sedgwick County, Kansas, as said South line is extended East

Parcel 2:
The East 90 feet of Lot 3, on Wichita Street, in Waterman's Addition to Wichita, Sedgwick County, Kansas, except the North 400 feet thereof, and except that part dedicated for street on Film 160, Page 424

Parcel 3:
The South 225 feet of the North 400 feet of the East 90 feet of Lot 3, on Wichita Street, in Waterman's Addition to Wichita, Sedgwick County, Kansas, except that part lying within the North 218.5 feet of said Lot 3 and except the East 25 feet of the South 4.1 feet of the North 222.6 feet of said Lot 3

Parcel 4:
The East 25 feet of the South 4.1 feet of the North 222.6 feet of Lot 3, on Wichita Street, in Waterman's Addition to Wichita, Sedgwick County, Kansas

Parcel 5:
A non-exclusive easement for vehicular and pedestrian ingress and egress, for the benefit of a portion of Parcel 1, established on Film 1655, Page 967, over and across those portions of Lots and Vacated Alley in Greiffenstein's Original Town, now City of Wichita, Sedgwick County Kansas and Waterman's Addition to Wichita, Sedgwick County, Kansas as described in said instrument

Second Reading Ordinances for February 3, 2015 (first read on January 27, 2015)

A. <u>Petition Calling for Election to Adopt Ordinance Reducing Criminal Penalties for Possession of Marijuana and Marijuana Paraphernalia.</u>

ORDINANCE NO. 49-936

AN ORDINANCE PURSUANT TO K.S.A. 12-3013, SUBMITTING THE QUESTION OF PASSAGE OF AN ORDINANCE REDUCING THE CRIMINAL PENALTIES FOR POSSESSION OF MARIJUANA BY THE CITY OF WICHITA TO THE VOTERS OF THE CITY OF WICHITA, ESTABLISHING THE BALLOT QUESTION AND CALLING FOR A NON-PARTISAN SPECIAL ELECTION.

B. <u>Nuisnce Abatement Assessments, Cutting Weeds.</u>

ORDINANCE NO. 49-934

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

City of Wichita
City Council Meeting
February 3, 2014

TO: Mayor and City Council

SUBJECT: PUD2014-00002 – Zone Change from LI Limited Industrial to Planned Unit Development #43 on Property Located East of South West Street, Approximately 1/3 Mile South of West MacArthur Road, 4340 South West Street (District IV)

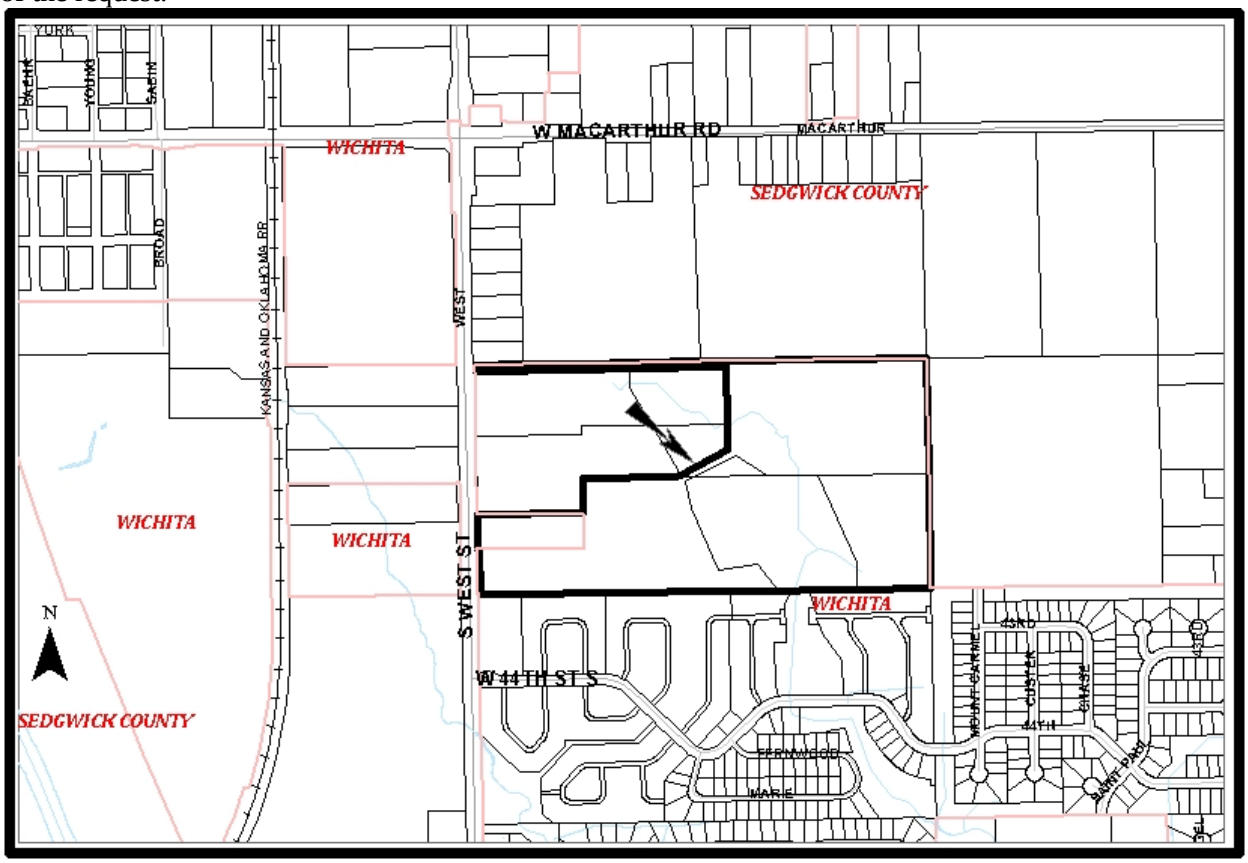
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (8-0).

DAB Recommendation: District Advisory Board IV did not make a recommendation due to a lack of quorum.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is seeking approval of Planned Unit Development #43 (PUD #43) to permit: offices; the manufacture, outdoor display, outdoor storage and outdoor sales of blast resistant buildings and storage containers; parking, storage and repair of vehicles, including tractor/trailers and all other uses permitted by-right in the Limited Industrial (LI) zoning district, except those prohibited by the PUD. The application area contains 55.84 acres located on the east side of South West Street, approximately 1/3 mile south of West MacArthur Road, and addressed as 4340 South West Street.

The subject site has approximately 54.8 LI zoned acres that are located within the corporate boundary of the City of Wichita, and are platted as Lot 1, Block A and Reserve A, Lange 2nd Addition. The site's remaining 1.2 acres are zoned SF-20 Single-Family Residential (SF-20), but have been platted as Block A, Meek Addition. (At the time of the Metropolitan Area Planning Commission hearing the Meek Addition had not been annexed. The annexation of the property was completed on January 30, 2015). The part of the site that is in Sedgwick County is generally the northernmost area labeled on the PUD drawing as "future parking area" and "new container sales area." The property is approximately ½ mile deep but has only approximately 495 feet of frontage along West Street because there is approximately 830 feet of intervening land between the PUD's northern and southern sides that is not included in the application area. The proposed PUD is divided into a single parcel and a reserve. The platted reserve is set aside for open space, lakes, landscaping, outdoor equipment, miscellaneous equipment and drainage. The PUD proposes that a portion of the platted and PUD reserve be used for "potential outdoor container storage." A row of parking spaces are proposed along the eastern property line.

Currently, all of the application area that is located within the City of Wichita is zoned LI, subject to the development standards described in two Protective Overlays (PO) PO #271 and PO #198 that are associated with two zoning cases approved in 2012 and 2007, respectively. (The portion of the application area that has not been annexed is not subject to either of the two PO's). The requirements of the two PO's are nearly identical.

1. All uses permitted by right in the "LI" Limited Industrial zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage. The City Traffic Engineer may require that additional traffic improvements, acceleration/deceleration lanes, be guaranteed to support the increased traffic volume.
2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
3. Landscaping will be per the Landscape Ordinance.
4. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: 1) no outdoor storage or work areas shall be permitted in any building setback; 2) no required off-street parking space or loading area shall be utilized for storage; and 3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.
5. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.
6. A minimum 35-foot setback for all non-residential buildings along the north and east property lines where adjacent to residential zoning, and a 50-foot setback for all outdoor storage areas along the north and east property lines where adjacent to residential zoning. Setbacks along the west and south property lines shall be per the Unified Zoning Code (UZC). Minimum setback requirements shall be 35 feet along West Street and a 50-foot setback with two times the required landscaping from the south property line, where adjacent to MH zoning.
7. No overhead doors or loading docks within 200 feet of residential zoning.
8. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs

advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

The proposed PUD submitted by the applicant contains the following summarized development standards:

1) Building coverage is limited to 35 percent of the site (General Provision 1).
2) Off-street parking is to be calculated at the rate of 1 space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock (General Provision 2). The Unified Zoning Code (UZC) Article IF, Section IV-A.4. "manufacturing" requires one parking space per 500 square feet of building area; "outdoor storage" is figured at one space per 10,000 square feet; "office" is calculated at one space per 999 square feet.
3) A 35-foot setback is shown along the southernmost portion of the site that has frontage along West Street. Both the Meek Addition and the Lange 2nd Addition have platted 35-foot setbacks along West Street at the location shown on the proposed PUD.) A 50-foot setback is proposed along the northern property line but only for the eastern one-half of the application area. A 50-foot setback is proposed along the eastern property line. (PO #271 requires a 35-foot building setback along the north and east but a 50-foot setback for outdoor storage.) Setbacks per the LI district are proposed along the south property line (General Provisions 3 and 11). (PO #198 requires a 50-foot setback.) Building setbacks per the LI zoning district are: front-20 feet; rear-no minimum; interior side-zero feet but if a setback is provided it must be at least five feet.
4) The previously recorded plats for the application had requirements for drainage plans and any required guarantees (General Provision 4).
5) Proposed uses are consistent with those permitted or excluded by the existing protective overlays (General Provision 5).
6) Three points of access to West Street are proposed, which is consistent with the approved plats. One driveway is proposed to be 36 feet wide. (General Provision 6). The proposed driveways should line up with driveways located on the west side of West Street where possible.
7) Screening shall be per Unified Zoning Code; fences or walls shall be constructed of a consistent pattern and color (General Provision 7). The proposed requirement is consistent PO2#271 requirement 2.
8) Landscaping per the landscape ordinance (consistent with PO #271 requirement 3); however, PO #187 requirement number 6 required two-times the landscape ordinance minimums along the southern property line (General Provision 8).
9) General Provision 9 dealing with outdoor storage is consistent with PO #271 requirement 4.
10) General Provision 10 dealing with screening of equipment and loading area, etc. is consistent with PO #271 requirement 5.
11) General Provision 11, see 3 above.
12) No overhead doors or loading docks within 50 feet of residential zoning (General Provision 12). Consistent with PO #271 requirement 7.
13) Signage requirements (General Provision 13) are consistent with PO #271 requirement 8.

Property located north and east of the application area is zoned SF-20, and is developed with single-family residential, is vacant or is farmland. Property to the south is zoned General Commercial (GC) or Manufactured Home (MH), and is developed with a self-service warehouse or manufactured home park. Land located to the west, across West Street, is zoned LI, and is either an office/warehouse, is vacant or is farmland.

A solid metal fence exists approximately 21 feet inside the subject site's southern property line and runs approximately 1,670 feet east from the front property line.

Analysis: On November 20, 2014, the Metropolitan Area Planning Commission (MAPC) approved (8-0) the application subject to annexation of the property not currently annexed, and the following conditions:

1) Building coverage is limited to 35 percent of the site. Total gross floor area is 851,317 square feet. (General Provision 1)

2) Off-street parking is to be calculated at the rate of 1 space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock. (General Provision 2)
3) Setbacks are: west (front)-35 feet; north (interior)-50 feet; east (rear)-50 feet and south (interior)-30 feet. (General Provision 3)
4) A drainage plan shall be submitted to the Public Works Department for review and approval prior to construction of any additional buildings. (General Provision 4)
5) Use permitted in Parcel 1 shall be limited to those permitted by-right in the LI Limited Industrial district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, hobby, boarding, breeding or training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility in the city; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. (General Provision 5).
6) Access shall be limited to three openings to West Street as indicated on the PUD, and as approved by the City Engineer. One driveway is proposed to be 36 feet wide. (General Provision 6).
7) Screening shall be per Unified Zoning Code; fences or walls shall be constructed of a consistent pattern and color. The use of ribbed flat-panel, non-corrugated, metal as a screening material is permitted. (General Provision 7)
8) Landscaping per the landscape ordinance. (General Provision 8)
9) Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: 1) no outdoor storage or work areas shall be permitted in any building setback; 2) no required off-street parking space or loading area shall be utilized for storage; and 3) items stored outdoors shall be screened from view from West Street or any residentially zoned property. Outdoor storage areas maybe surfaced with crushed rock or similar material. (General Provision 9)
10) Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property. (General Provision 10)
11) No overhead doors or loading docks within 50 feet of residential zoning. (General Provision 12).
12) All signs shall be limited to signs that would be allowed in the LC Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street. (General Provision 13)
13) The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted, provided they meet all requirements of this plan. (General Provision 14)
14) Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code. (General Provision 15)
15) Development may be phased on the ability to provide adequate water and sanitary sewer infrastructure. (General Provision 16)
16) The transfer of title of all or any portion of land included within the PUD (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors an assigns. (General Provision 17)
17) The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development. (General Provision 18)
18) Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for its consideration. (General Provision 19)
19) The applicant shall record a notice with the Sedgwick County Register of Deeds that states that the property is subject to development standards contained in the PUD.

On December 1, 2014, District Advisory Board (DAB) IV reviewed the application but did not make a recommendation due to a lack of quorum.

No protest petitions have been received. The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change and place the ordinance on first reading (simple majority vote).

Attachments: PUD drawing, MAPC minutes, DAB memo and ordinance.

OCA 150004

ORDINANCE NO. 49-937

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2014-00002

Zone change request from LI Limited Industrial (LI) to Planned Unit Development (PUD) #43 on property located east of South West Street, approximately 1/3 mile south of West MacArthur Road (4340 South West Street) described as all of Lot 1, Block A, and Reserve A, Lange 2nd Addition, Wichita, Sedgwick County, Kansas; together with that part of vacated West 42nd Street South.

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

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

ADOPTED this 10th day of February, 2015.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

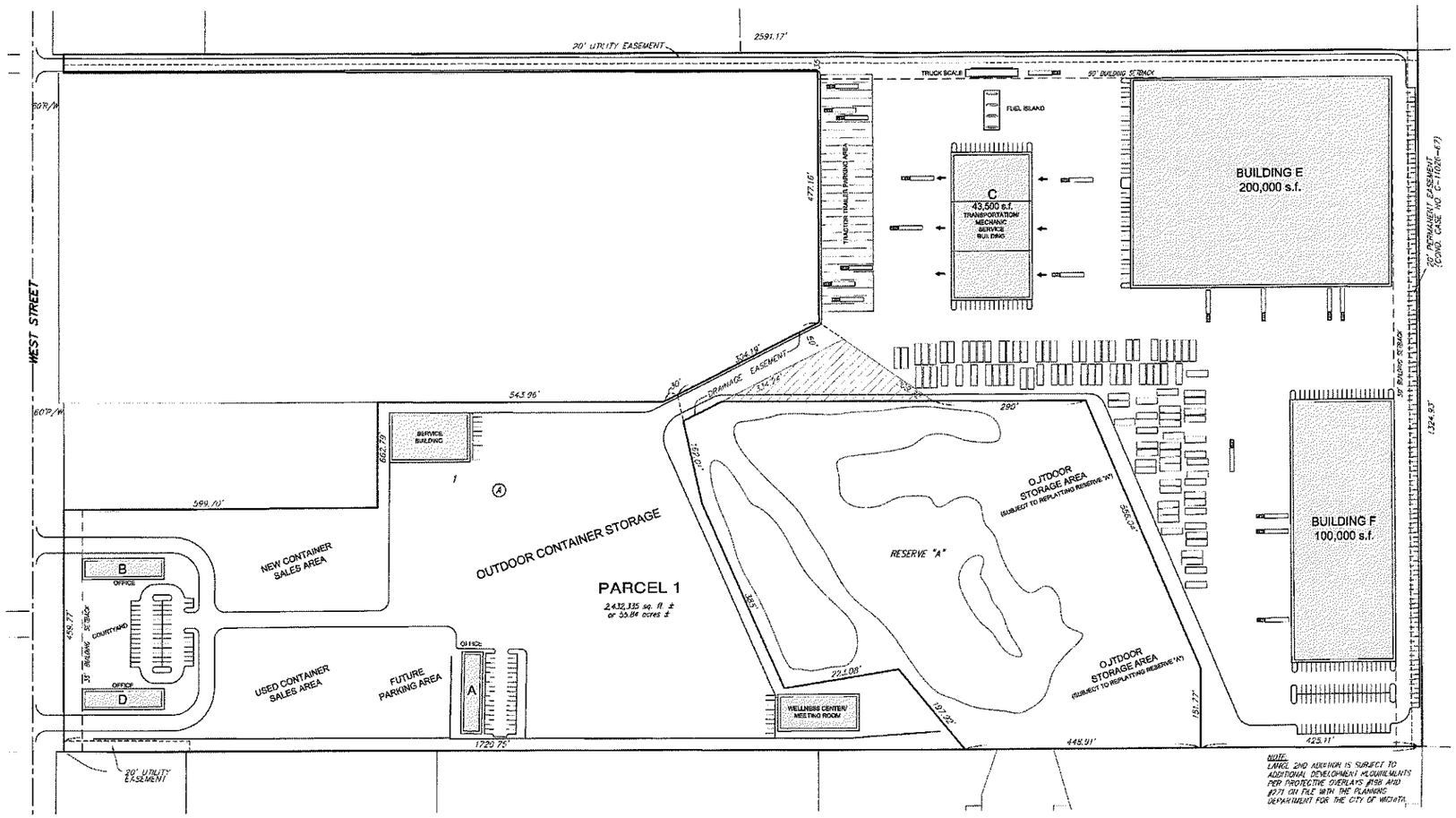
(SEAL)

Approved as to form: _____
Sharon Dickgrafe, Interim City Attorney

LANGE WEST STREET INDUSTRIAL

PLANNED UNIT DEVELOPMENT

PUD2014-02



GENERAL PROVISIONS:

1. Total Land Area: 2,432,335 sq. ft. ± or 55.84 acres
   Total Gross Floor Area: 851,317 sq.ft.
   Total Floor Area Ratio: 35 percent

2. Parking requirements shall be calculated at 1 parking space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock or similar material.

3. Setbacks are as indicated on the P.U.D. drawing.

4. A Drainage Plan shall be submitted to Public Works Department for approval. Required guarantees for drainage shall be provided at the time of platting improvements.

5. Uses in Parcel 1 shall be limited to those permitted by-right in the "LI" Limited Industrial district, except the following: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage.

6. Access shall be limited to three openings to West Street as indicated on the Plan, and as approved by the City Engineer. One access opening may be up to 36 feet in width to accommodate truck traffic.

7. Screening shall be per Unified Zoning Code; fences or walls shall be constructed of a consistent pattern and color. The use of ribbed flat-panel, non-corrugated, metal as a screening material is permitted.

8. Landscaping will be per the Landscape Ordinance.

9. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) no outdoor storage or work areas shall be permitted in any building setback; and (2) no required off-street parking space or loading area shall be utilized for storage. Outdoor storage areas may be surfaced with crushed rock or similar material.

10. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.

11. A minimum 50-foot setback for all non-residential buildings along the north and east property lines where adjacent to residential zoning, and a 50-foot setback for all outdoor storage areas along the north and east property lines where adjacent to residential zoning. Setbacks along the west and south property lines shall be per the Unified Zoning Code.

12. No overhead doors or loading docks within 50 feet of residential zoning.

13. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

14. The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted, provided they meet all requirements of this plan.

15. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.

16. Development may be phased based on the ability to provide adequate water and sanitary sewer infrastructure.

17. The Transfer of title of all or any portion of land included within the Planned Unit Development (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.

18. The development of this property shall proceed in accordance with the the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

19. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

PARCEL 1

A.	Net Area:	2,432,335 sq. ft. ± or 55.84 acres ±
B.	Maximum Building Coverage:	728,701 sq.ft. or 30 percent
C.	Maximum Gross Floor Area:	851,317 sq.ft.
D.	Floor Area Ratio:	35 percent
E.	Maximum building height:	80 feet, except for any other structures exempt by the UZC.
F.	Setbacks:	See Drawing
G.	Access Points:	Three (3) access drives to West Street as indicated on drawing.
H.	Permitted Uses:	See General Provision #5.

LEGAL DESCRIPTION:

All of Lot 1, Block A, and Reserve A, Lange 2nd Addition, Wichita, Sedgwick County, Kansas; together with Lot 1, Block A, Meek First Addition to Sedgwick County, Kansas.

REVISIONS:

Draft Planned Unit Development Filed:	October 8, 2014
Draft Planned Unit Development Revised:	October 22, 2014
Approved by MAPC:	November 20, 2014
Approved by City Council:	January 20, 2015

SCALE: 1" = 100'

PUD2014-02

LANGE
WEST STREET INDUSTRIAL
PLANNED UNIT DEVELOPMENT

Baughman
ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE

EXCERPT MINUTES OF THE NOVEMBER 20, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: PUD2014-00002 - JBL, Inc (Jeff Lange) / Baughman Company, P.A. (Russ Ewy) request a zone change from LI Limited Industrial to PUD Planned Unit Development on property described as:

All of Lot 1, Block A, and Reserve A, Lange 2nd Addition, Wichita, Sedgwick County, Kansas; together with Lot 1, Block A, Meek First Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking approval of Planned Unit Development #43 (PUD #43) to permit: offices; the manufacture, outdoor display, outdoor storage and outdoor sales of blast resistant buildings and storage containers; parking, storage and repair of vehicles, including tractor/trailers and all other uses permitted by-right in the Limited Industrial (LI) zoning district, except those prohibited by the PUD. The application area contains 55.84 acres located on the east side of South West Street, approximately 1/3 mile south of West MacArthur Road, and addressed as 4340 South West Street.

The subject site has approximately 54.8 LI zoned acres that are located within the corporate boundary of the City of Wichita, and are platted as Lot 1, Block A and Reserve A, Lange 2nd Addition. The site's remaining 1.2 acres are zoned SF-20 Single-Family Residential (SF-20), and have not been annexed but have been platted as Block A, Meek Addition. The part of the site that is in Sedgwick County is generally the northernmost area labeled on the PUD drawing as "future parking area" and "new container sales area." The property is approximately ½ mile deep but has only approximately 495 feet of frontage along West Street because there is approximately 830 feet of intervening land between the PUD's northern and southern sides that is not included in the application area. The proposed PUD is divided into a single parcel and a reserve. The platted reserve is set aside for open space, lakes, landscaping, outdoor equipment, miscellaneous equipment and drainage. The PUD proposes that a portion of the platted and PUD reserve be used for "potential outdoor container storage." A row of parking spaces are proposed along the eastern property line.

Currently, all of the application area that is located within the City of Wichita is zoned LI, subject to the development standards described in two Protective Overlays (PO) PO #271 and PO #198 that are associated with two zoning cases approved in 2012 and 2007, respectively. (The portion of the application area that has not been annexed is not subject to either of the two PO's.) The requirements of the two PO's are nearly identical. The requirements of PO #271 are listed below in standard print; requirements contained in PO #198 that differ from PO #271are listed in italics.

1. All uses permitted by right in the "LI" Limited Industrial zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage. The City Traffic Engineer may require that additional traffic improvements, acceleration/deceleration lanes, be guaranteed to support the increased traffic volume.

2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
3. Landscaping will be per the Landscape Ordinance.
4. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: 1) no outdoor storage or work areas shall be permitted in any building setback; 2) no required off-street parking space or loading area shall be utilized for storage; and 3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.
5. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.
6. A minimum 35-foot setback for all non-residential buildings along the north and east property lines where adjacent to residential zoning, and a 50-foot setback for all outdoor storage areas along the north and east property lines where adjacent to residential zoning. Setbacks along the west and south property lines shall be per the Unified Zoning Code (UZC). Minimum setback requirements shall be 35 feet along West Street and a 50-foot setback with two times the required landscaping from the south property line, where adjacent to MH zoning.
7. No overhead doors or loading docks within 200 feet of residential zoning.
8. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

The proposed PUD submitted by the applicant contains the following summarized development standards:

1) Building coverage is limited to 35 percent of the site (General Provision 1).
2) Off-street parking is to be calculated at the rate of 1 space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock (General Provision 2). The Unified Zoning Code (UZC) Article IF, Section IV-A.4. "manufacturing" requires one parking space per 500 square feet of building area; "outdoor storage" is figured at one space per 10,000 square feet; "office" is calculated at one space per 999 square feet.
3) A 35-foot setback is shown along the southernmost portion of the site that has frontage along West Street. Both the Meek Addition and the Lange 2nd Addition have platted 35-foot setbacks along West Street at the location shown on the proposed PUD.) A 50-foot setback is proposed along the northern property line but only for the eastern one-half of the application area. A 50-foot setback is proposed along the eastern property line. (PO #271 requires a 35-foot building setback along the north and east but a 50-foot setback for outdoor storage.) Setbacks per the LI district are proposed along the south property line (General Provisions 3 and 11). (PO #198 requires a 50-foot setback.) Building setbacks per the LI zoning district are: front-20 feet; rear-no minimum; interior side-zero feet but if a setback is provided it must be at least five feet.
4) The previously recorded plats for the application had requirements for drainage plans and any required guarantees (General Provision 4).

5) Proposed uses are consistent with those permitted or excluded by the existing protective overlays (General Provision 5).
6) Three points of access to West Street are proposed, which is consistent with the approved plats. One driveway is proposed to be 36 feet wide. (General Provision 6). The proposed driveways should line up with driveways located on the west side of West Street where possible.
7) Screening shall be per Unified Zoning Code; fences or walls shall be constructed of a consistent pattern and color (General Provision 7). The proposed requirement is consistent PO2#271 requirement 2.
8) Landscaping per the landscape ordinance (consistent with PO #271 requirement 3; however, PO #187 requirement number 6 required two-times the landscape ordinance minimums along the southern property line (General Provision 8).
9) General Provision 9 dealing with outdoor storage is consistent with PO #271 requirement 4.
10) General Provision 10 dealing with screening of equipment and loading area, etc. is consistent with PO #271 requirement 5.
11) General Provision 11, see 3 above.
12) No overhead doors or loading docks within 50 feet of residential zoning (General Provision 12). Consistent with PO #271 requirement 7.
13) Signage requirements (General Provision 13) are consistent with PO #271requiremnt 8.

Property located north and east of the application area is zoned SF-20, and is developed with single-family residential, is vacant or is farmland. Property to the south is zoned General Commercial (GC) or Manufactured Home (MH), and is developed with a self-service warehouse or manufactured home park. Land located to the west, across West Street, is zoned LI, and is either an office/warehouse, is vacant or is farmland.

A solid metal fence exists approximately 21 feet inside the subject site's southern property line and runs approximately 1,670 feet east from the front property line.

CASE HISTORY: Case number ZON2012-34 and its associated PO #271 rezoned the northern half of the current application area and additional acreage not included in the current application (30.3 acres) from SF-20 to LI, subject to the development standards contained in PO #271.

Case number ZON2007-00052 and its associated PO #198 rezoned the southern half of the current application (34 acres), except that portion of the current application that is zoned SF-20, from SF-5 Single-Family Residential (SF-5) to LI.

The northern portion of the site was annexed in 2002, while a portion of the southern-half was annexed in 2013. Lange 2nd Addition was recorded in 2013. Block A, Meek Addition was recorded in 1982.

ADJACENT ZONING AND LAND USE:

North: SF-20; single-family residences, vacant or farmland
South: GC and MH; self-service warehouse, manufactured home park/subdivision
East: SF-20; vacant or farmland
West: LI; office/warehouse, vacant or farmland

PUBLIC SERVICES: South West Street is a two-lane paved arterial with 120 feet of full right-of-way. Sanitary sewer is located along the west, north and east property lines and along a portion of the southern property line. A water main is located in West Street.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map, adopted in 2005, depicts the front approximately 500 feet of the application area as appropriate for "employment/industry center"; while the remainder of the application area is designated as appropriate for "urban development mix" uses. The "employment/industry center" category includes centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes: manufacturing and fabrication facilities, warehousing and shipping centers. The urban development mix includes land that will likely be developed or redeveloped within the next 30 years with uses predominately found in the "urban residential use" category.

RECOMMENDATION: Based upon the information available at the time the report was prepared, staff recommends the request be approved subject to annexation of the property not currently annexed, and the following conditions:

1) Building coverage is limited to 35 percent of the site. Total gross floor area is 851,317 square feet. (General Provision 1)
2) Off-street parking is to be calculated at the rate of 1 space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock. (General Provision 2)
3) Setbacks are: west (front)-35 feet; north (interior)-50 feet; east (rear)-50 feet and south (interior)-30 feet. (General Provision 3)
4) A drainage plan shall be submitted to the Public Works Department for review and approval prior to construction of any additional buildings. (General Provision 4)
5) Use permitted in Parcel 1 shall be limited to those permitted by-right in the LI Limited Industrial district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, hobby, boarding, breeding or training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility in the city; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. (General Provision 5).
6) Access shall be limited to three openings to West Street as indicated on the PUD, and as approved by the City Engineer. One driveway is proposed to be 36 feet wide. (General Provision 6).
7) Screening shall be per Unified Zoning Code; fences or walls shall be constructed of a consistent pattern and color. The use of ribbed flat-panel, non-corrugated, metal as a screening material is permitted. (General Provision 7)
8) Landscaping per the landscape ordinance. (General Provision 8)
9) Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: 1) no outdoor storage or work areas shall be permitted in any building setback; 2) no required off-street parking space or loading area shall be utilized for storage; and 3) items stored outdoors shall be screened from view from West Street or any residentially zoned property. Outdoor storage areas maybe surfaced with crushed rock or similar material. (General Provision 9)
10) Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units,

outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property. (General Provision 10)

11) No overhead doors or loading docks within 50 feet of residential zoning. (General Provision 12).
12) All signs shall be limited to signs that would be allowed in the LC Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street. (General Provision 13)
13) The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted, provided they meet all requirements of this plan. (General Provision 14)
14) Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code. (General Provision 15)
15) Development may be phased on the ability to provide adequate water and sanitary sewer infrastructure. (General Provision 16)
16) The transfer of title of all or any portion of land included within the PUD (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors an assigns. (General Provision 17)
17) The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development. (General Provision 18)
18) Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for its consideration. (General Provision 19)
19) The applicant shall record a notice with the Sedgwick County Register of Deeds that states that the property is subject to development standards contained in the PUD.

This recommendation is based on the following findings:

1. <u>The zoning, uses and character of the neighborhood</u>: West Street south of West Highway 54/400 is a significant heavy commercial and light industrial arterial street and has been for the last 40 or 50 years. The properties located south of I-235, on the west side of West Street are predominantly zoned LI and there are significant areas zoned LI on the east side of South West Street as well. Property located north and east of the application area is zoned SF-20, and is developed with single-family residential, is vacant or is farmland. Property to the south is zoned General Commercial (GC) or Manufactured Home (MH), and is developed with a self-service warehouse or a manufactured home park. Land located to the west, across West Street, is zoned LI, and is either an office/warehouse, is vacant or is farmland. The character of the area surrounding the subject site is a mix of zoning extremes, LI or SF-20 zoning.

2. <u>The suitability of the subject property for the uses to which it has been restricted</u>: The site is currently zoned LI subject to two nearly identical protective overlays, described in the "background" section. As currently zoned, the site could be put to economically viable uses as the protective overlays prohibit a short list of problematic uses, such as

taverns, sexually oriented businesses and correctional placement residences and permit a wide range of industrial, commercial and office uses.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed PUD maintains most of the restrictions established by the existing protective overlays. The PUD primarily: allows the site's parking, loading and driveways to be gravel instead of concrete, asphaltic concrete, asphalt or other comparable surfacing; modifies building setback along the southern property line; establishes a uniform parking standard for the entire site instead of by use and permits metal fencing.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request will allow a local company to expand, and be more efficient and competitive, and provide additional industrially zoned land to the community's inventory. Denial would presumably represent an economic hardship to the applicant.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map, adopted in 2005, depicts the front approximately 500 feet of the application area as appropriate for "employment/industry center"; while the remainder of the application area is designated as appropriate for "urban development mix" uses. The "employment/industry center" category includes centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes: manufacturing and fabrication facilities, warehousing and shipping centers. The urban development mix includes land that will likely be developed or redeveloped within the next 30 years with uses predominately found in the "urban residential use" category. The request is not consistent with the 2005 land use guide map; however, the more recent zone changes granting LI subject to the protective overlays are a more accurate reflection of the land uses thought to be appropriate for this area.

6. Impact of the proposed development on community facilities: Community facilities are in place to serve the site; however, due to the depth of the lot and the location of sewer and water services, the site will likely need long private service lines to serve buildings located to the rear of the property.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to the staff recommendation.

B. JOHNSON moved, **MILLER STEVENS** seconded the motion, and it carried (8-0).

Draft

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC
FROM: Case Bell, Community Liaison
SUBJECT: **PUD2014-02**
DATE: December 1, 2014

Bill Longnecker, Planning, presented on a request for approval of Planned Unit Development #43 (PUD #43) to permit: offices; the manufacture, outdoor display, outdoor storage and outdoor sales of blast resistant buildings and storage containers; parking, storage and repair of vehicles, including tractor/trailers and all other uses permitted by-right in the Limited Industrial (LI) zoning district, except those prohibited by the PUD. The application area contains 55.84 acres located on the east side of South West Street, approximately 1/3 mile south of West MacArthur Road, and addressed as 4340 South West Street.

There have been no calls or protests on this case.

Questions:
None

The DAB IV members were not able to vote on this issue due to a lack of a quorum. Of the DAB members present, none expressed opposition to the request.

OCA 150004

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2014-00002

Zone change request from LI Limited Industrial (LI) to Planned Unit Development (PUD) #43 on property located east of South West Street, approximately 1/3 mile south of West MacArthur Road (4340 South West Street) described as all of Lot 1, Block A, and Reserve A, Lange 2nd Addition, Wichita, Sedgwick County, Kansas; together with that part of vacated West 42nd Street South.

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

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

ADOPTED this _____ day of _____, 2015.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Sharon Dickgrafe, Interim City Attorney