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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 11, 2014

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 February 4, 2014

AWARDS AND PROCLAMATIONS

- Proclamations:

 AMBUCS Month
 Girl Scout Cookie Month
 National Wear Red Day
- Award:

 Resolution for author and historian David W. Carter in honor of Black History Month

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 manager 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. Sharon Fearey - The Wichita Arts Council and the Upcoming Art Day of Giving.
2. Miriam Nofsinger - Conceal and Carry Act.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 25)

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

None

IV. NEW COUNCIL BUSINESS

1. Kansas Global Trade Services 2014-2015 Economic Development Services Agreement.

RECOMMENDED ACTION: Approve the proposed 2014 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2014 and authorize the necessary signatures.

2. Resolution Considering a Public Hearing on an Amendment to the K-96 Greenwich STAR Bond District Boundaries. (District II)

RECOMMENDED ACTION: Adopt the resolution which provides notice of consideration of an amendment to the K-96 Greenwich STAR bond district and sets a public hearing for March 18, 2014.

3. Quarterly Financial Report for the Quarter Ended December 31, 2013.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended December 31, 2013.

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

1. ZON2013-00021 – Zone change request from SF-5 Single-family Residential to LC Limited Commercial, subject to a protective overlay that restricts uses to a drug store or pharmacy and NO Neighborhood Office uses on property generally located northwest of the intersection of East 21st Street North and North Oliver addressed as 11 and 12 N. Oliver Avenue. (District I)

RECOMMENDED ACTION: 1) adopt the findings of the MAPC, and deny the application (simple majority vote required); 2) approve the request subject to the suggested protective overlay by making alternate findings (three-fourths majority vote required); or 3) return the application to the MAPC for further consideration.

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.

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

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

1. **Approval of travel expenses for Vice Mayor Pete Meitzner and City Council Member James Clendenin to attend League of Kansas Municipalities City Hall Day in Topeka, KS, February 19, 2014.**

RECOMMENDED ACTION: Approve the expenditures.

2. **Approval of travel expenses for Mayor Carl Brewer, Council Member Lavonta Williams, Council Member Jeff Blubaugh and Council Member James Clendenin to attend the National League of Cities Annual Congressional City Conference in Washington, DC, March 6-13, 2014.**

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 25)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 10, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Bryan Shapiro	Fat Tony's Grill***	417 East Douglas Avenue
Dicie Nicklaus	Innovative Golf LLC**	311 South Greenwich
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Mai Huynh Vo	T & T Discount Cigarette***	3448 West Douglas
Jay Johnson	Johnson's General Stores, Inc. #6	1003 South Seneca
Jay Johnson	Johnson's General Stores, Inc. #3	5400 North Meridian
Kevin Schemm	Dillon Food Stores#12***	9450 East Harry
Kevin Schemm	Dillon Food Stores#16***	8828 West 13th
Kevin Schemm	Dillon Food Stores#31***	1640 South Broadway
Kevin Schemm	Dillon Food Stores#33***	4747 South Broadway
Kevin Schemm	Dillon Food Stores#34***	3932 West 13th Street
Kevin Schemm	Dillon Food Stores#35***	6297 East 13th Street
Kevin Schemm	Dillon Food Stores#49***	10222 West 21st
Kevin Schemm	Dillon Food Stores#56***	3707 North Woodlawn
Kevin Schemm	Dillon Food Stores#89***	1910 West 21st North
Kevin Schemm	Dillon Food Stores#72***	10515 West Central
Kevin Schemm	Dillon Food Stores#91***	3020 East Douglas Avenue
Kevin Schemm	Dillon Food Stores#92***	640 North West
Kevin Schemm	Dillon Food Stores#249***	2212 North Maize Road
Kevin Schemm	Dillon Food Stores#81***	13415 West Maple
Kevin Schemm	Dillon Food Stores#65***	3211 South Seneca
Kevin Schemm	Dillon Food Stores#66***	2244 North Rock Road Ct

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

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

3. Preliminary Estimates:
a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Statement of Costs:

- a. List of Statement of Costs.

RECOMMENDED ACTION: Approve and file.

5. Agreements/Contracts:

- a. Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grant.

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

6. Design Services Agreement:

- a. Design Services Agreement for Liberty Park Third Addition. (District V)

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

7. Minutes of Advisory Boards/Commissions

Police and Fire Retirement System, December 18, 2013

RECOMMENDED ACTION: Receive and file.

8. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons.

9. Contracts and Agreements for January 2014.

RECOMMENDED ACTION: Receive and file.

10. Contract for Professional Training and Consulting Services.

RECOMMENDED ACTION: Authorize the Mayor to approve the contract for legal consulting and training services, and approve any necessary budget adjustment.

11. Abatement of Dangerous and Unsafe Structures.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

12. Nuisance Abatement Assessment, Lot Clean Up.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

13. Nuisance Abatement Assessments, Cutting Weeds.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

14. Contract for Development of Street Design Guidance and Routine Accommodation Policy.

RECOMMENDED ACTION: Approve the contract for professional services with PEC for the preparation of the Wichita Street Design Guidance and Routine Accommodation Policy project; authorize the necessary signatures; authorize the use of \$187,000 of the funding from the City of Wichita and YMCA Wichita Bicycle and Pedestrian Projects MOU to reimburse the City for contract expenses; and authorize the \$5,000 from the MOU to reimburse any other costs related to the project.

15. Second Reading Ordinances: (First Read February 4, 2014)

a. List of Second Reading Ordinances

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

16. *ZON2013-00038 and CON2013-00036 – Zone change request from LI Limited Industrial and LC Limited Commercial, subject to the DO Delano Neighborhood Overlay District, to CBD Central Business District, subject to the DO Delano Neighborhood Overlay District, and a Conditional Use to permit a “nightclub in the city” on property generally located north of West Douglas Avenue, east of North Handley Street, south of West Pearl Street and west of North Osage Street, addressed variously as 826, 822 and 818 West Douglas Avenue; 115 and 149 North Osage Street and 120 North Handley Street. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change and conditional use, subject to the recommended conditions of approval (simple majority vote required); authorize the Mayor to sign the ordinance and resolution and place the ordinance on first reading.

17. *ZON2013-00039 – Zone change request from GO General Office to LC Limited Commercial, generally located east of North Woodlawn and ½ mile south of 29th Street North, 2600 N. Woodlawn. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

18. *ZON2013-00041 – Zone change request from LC Limited Commercial to GC General Commercial, generally located south of East Pawnee and one block west of Hydraulic, 1561 E. Pawnee. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

19. *VAC2013-00041 - Request to vacate a portion of a platted setback on property generally located south of 21st Street North, west of Tyler Road, on the northeast corner of Westport Street and Westfield Street. (District V)

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

20. *VAC2013-00042 - Request to vacate the plattor's text to amend the uses permitted in a platted reserve on property generally located on the west side of Greenwich Road, midway between 13th Street North and 21st Street North, on the north side of the rails to trails path. (District II)

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

21. *DED2013-00032 - Dedication of Street Right-of-Way located on the west side of Webb Road, south of Harry. (District II)

RECOMMENDED ACTION: Accept the Dedication.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

22. *Passenger Boarding Bridges Project Initiation - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Initiate the project and approve the budget.

23. *Hawker Beechcraft Global Customer Support, LLC - Facilities Lease Agreement - Wichita Mid-Continent Airport for - Paint Hangar - 2160 Airport Road; Hangar #6 - 2184 Airport Road; and Office Building - 2190 Airport Road.

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

24. *Airparts Company, Inc. - S.A. No. 18 - Wichita Mid-Continent Airport.

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

25. **WAA Report of Board of Bids and Contracts dated February 10, 2014.*

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

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: Kansas Global Trade Services 2014 Economic Development Services Agreement

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the contract.

Background: The City of Wichita has contracted for economic development services from the Kansas World Trade Center (“KWTC”) in annual amounts of \$50,000, starting in 1998 and continuing through 2013. Prior to 1998, KWTC received annual appropriations from the State of Kansas. From 1999 through 2002, Sedgwick County provided annual funding in the amount of \$50,000. In 2003, KWTC moved its offices from the Wichita Area Chamber of Commerce to the first floor of City Hall and received limited in-kind logistical support in addition to the annual contract amount. In 2005, KWTC moved to leased office space at 111 South Market and in 2008, moved to the Wichita Executive Center at 125 North Market. In 2012, KWTC relocated to 800 E. 1st Street, in Old Town, and changed its name to Kansas Global Trade Services.

Analysis: Kansas Global Trade Services’ (“KGTS”) mission is to promote and facilitate international trade through education, communication, research and assistance. KGTS provides specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and research for companies that are actively seeking international trade opportunities, KGTS also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

KGTS provides a variety of services for the City of Wichita, including assisting with Sister Cities activities, organizing and hosting visiting foreign trade delegations and generally assisting Go Wichita, Greater Wichita Economic Development Coalition (“GWEDC”), Chamber of Commerce and other community organizations with various international trade issues. In 2010, KWTC was engaged by the City to assist with the City’s role in the U.S.-China EcoPartnership program, in which Wichita has been paired with the City of Wuxi, China to study solutions to issues common to both cities, including trade opportunities, clean air and municipal water issues.

Under the proposed contract for services with the City, the scope of services provided by KGTS has been expanded to include management of the Global Air Capital-China program including oversight of the Wichita Aviation Office in China and all activities related to the development and implementation of this program. KGTS will also continue to provide economic development services to increase international trade activity, for the period starting January 1, 2014 and ending December 31, 2014.

Financial Considerations: Payment for the contractual services will not exceed \$50,000 per year. Funds for this purpose are allocated and will be paid from the General Fund.

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

Recommendations/Actions: It is recommended that the City Council approve the proposed 2014 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2014 and authorize the necessary signatures.

Attachments: Economic Development Services Agreement
KGTS Annual Impact Report 2012

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.

Exhibit "B"

Kansas Global Trade Services Business Accountabilities

The Kansas Global Trade Services, Inc. (hereinafter "KGTS"), as a condition of its agreement with the City of Wichita (hereinafter "City") will provide service aimed at increasing international trade in the Wichita area.

IMPACT: *Increased international activity among client businesses as a result of the services of the KGTS.*

SERVICES TO BE PROVIDED

1. Consultation and research for businesses, including:
 - ❖ Assess potential export markets or export projects & evaluate international market opportunities for a company's product(s)
 - ❖ Analyze competition in target international markets
 - ❖ Search for distributors or agents
 - ❖ Provide information on partnering and joint ventures
 - ❖ Assess and/or advise businesses on tariff & non-tariff barriers and cultural issues
 - ❖ Provide advice, consultation & referral regarding trade partner service providers in the areas of transportation & logistics, legal and financial
 - ❖ Provide education regarding current & pending trade regulations; Assistance regarding trade regulatory compliance; Identify and provide trade compliance training
 - ❖ Support universities, schools & the community by educating students on international trade & its impact or providing advice for international curriculum
 - ❖ Serve as a source for international product and/or contacts for global supply chain efficiency
 - ❖ Provide translation & interpretation services
 - ❖ Provide general consulting & research in functional areas of international trade
2. Develop & retain foreign government and foreign business relationships
3. Develop & implement trade seminars and conferences
4. Provide guidance & research regarding opportunities for additional Sister Cities partners and support for Wichita's visiting Sister Cities focused on facilitation of business meetings
5. Development and implementation of Global Air Capital-China program, including management of the Wichita Aviation Office of China; activities & management of city-to-city relationships; marketing, public & government relations; fund-raising; identification & facilitation of business-to-business opportunities; and design, and training and guidance for City staff for successful implementation of program.

OUTCOME GOALS

1. \$500,000 annual impact – KGTS will assess value of services rendered through request of client to provide resulting dollar value. Due to the nature of services provided, dollar value may not be able to be determined by the client at the time of the request. Client will be asked & encouraged to provide an evaluation of services rendered if dollar value is undeterminable. KGTS's contribution to international sales value & improved performance of its clients, as well as the

overall perceived value of services rendered during the calendar year will be calculated and provided in an aggregate report. A third party auditor may confirm the client impact claims based upon documentation provided by the clients to KGTS.

2. 250 entities served through consultation & research projects and/or inquiries

Note: Project/inquiries requiring services exceeding 15 minutes of time will be offered to client through proposal for contract services. The price of said is dependent upon several factors, including time and length of project, complexity of project, direct inputs necessary and applicable discounts.

3. 6 foreign government/business missions supported and/or managed by KGTS, including support of the Mayor and City leadership on inbound & outbound missions with a goal of economic expansion through trade, and act as international trade advisor to support foreign relationship development and lead generation for Wichita. Examples of support include presentation development, speech writing, agreement development, itinerary design and on-ground support for delegations.
4. 6 trade seminars, webinars, and/or conferences serving 100 people
5. As needed support of the City of Wichita's designated Sister Cities through activities focused on economic development, including facilitating business and government meetings, communicating economic development opportunities, and economic development related research.

REPORTING

The City will receive quarterly reports from KGTS.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT
between the
CITY OF WICHITA
and the
KANSAS GLOBAL TRADE SERVICES

THIS AGREEMENT, entered into this ___ day of _____, 2014, by and between the City of Wichita (hereinafter referred to as the “City”) and the Kansas Global Trade Services (hereinafter referred to as “KGTS”);

WHEREAS, the growth of local businesses and an educated workforce are critical to the City’s economic future;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1. ACCOUNTABILITIES and INCORPORATION BY REFERENCE

KGTS agrees to carry out, under the direction of its President, programs in business expansion and workforce development designed to meet the objectives in Exhibit “B”.

SECTION 2. TIME of PERFORMANCE

The services of KGTS will commence January 1, 2014 and will continue under this agreement until completion, or no later than December 31, 2014.

SECTION 3. REPORTS

The KGTS shall provide three (3) copies of the reports specified in Exhibit “B” to the City on a quarterly basis.

SECTION 4. EQUAL OPPORTUNITY and AFFIRMATIVE ACTION

KGTS agrees to comply with the provisions set forth in Exhibit “A” during its performance under this agreement.

SECTION 5. BUDGET

Professional Services:

January 1, 2014 to December 31, 2014

SECTION 6. COMPENSATIONS and PAYMENTS

The total amount of compensation to be paid to KGTS under this agreement shall not exceed \$50,000. Payments under the 2014 budget will be made in quarterly installments. Each installment shall be in the amount of \$12,500.00. In the event the expenditures for the specified objectives are less than the budget, the City’s share of the under-spending shall be promptly returned to the City. In the event that services requested fall outside the scope of this contract, the KGTS will charge an hourly rate of \$100 plus any direct expenses. This additional work must be authorized by the City Manager prior to its commencement.

SECTION 7. APPENDICES

All exhibits referenced in this agreement are hereby incorporated as though fully set forth herein.

EXHIBIT "A" City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts and Agreements

EXHIBIT "B" 2014 Work Plan

SECTION 8. INDEPENDENT CONTRACTOR

KGTS and City agree that KGTS renders professional services under this agreement as an independent contractor and not as an officer, agent or employee of City.

SECTION 9. INTEREST of PUBLIC OFFICIALS and OTHERS

No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decisions relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

SECTION 10. ASSIGNMENT

The rights and obligations of KGTS hereunder shall not be assigned to any other entity without the prior written approval of the City.

SECTION 11. CONSTRUCTION

This agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION 12. AUTHORITY

Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of an entity that is a party hereto.

SECTION 13. PROVISION RELATING to the BUDGET LAW and CASH BASIS LAW

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

SECTION 14. TERMINATION of CONTRACT

A. Termination for Cause. If KGTS shall fail to fulfill in a timely and proper manner its obligations under this contract, or if KGTS shall violate any of the terms or conditions of this contract, City shall thereupon have the right to terminate this contract by promptly giving written notice to KGTS of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and its exhibits. The City shall not be obligated to compensate KGTS for services rendered after the date of giving of written notice of termination for cause.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reason(s) for the termination and the effective date of the termination.

SECTION 15. REPORTS and INFORMATION

Each calendar quarter during the term of this contract, KGTS shall furnish to the City, in such form as city may require, such statements, records, reports, data and information as the City requests pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by KGTS under this contract are confidential. KGTS will comply with the provision of state and federal regulations in regard to confidentiality of eligible participant records.

SECTION 16. INDEMNIFICATION AGREEMENT

KGTS hereby expressly agrees and covenants that it will hold and save harmless and indemnify the City, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of KGTS or of any employee or agent of KGTS or any of them.

SECTION 17. NOTIFICATION

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below:

City: Office of the City Manager
City of Wichita
455 N. Main, 13th Floor
Wichita, KS 67202

KGTS: Karyn Page
President/CEO
Kansas Global Trade Services
800 E. 1st. St. N., Ste. 200
Wichita, KS 67202

SECTION 18. AMENDMENTS

To provide necessary flexibility for the most effective execution of this contract, whenever both City and KGTS mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract when approved by the City Council and Board of KGTS.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

KANSAS GLOBAL TRADE SERVICES

Karyn Page, President/CEO

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney



2012 Annual Impact Report

Results of Customer Survey

Kansas Global seminar and conference attendees were surveyed to determine the impact on international sales and performance per Kansas Global services.

Estimated savings per employee on travel/hotel expense by attending Kansas Global seminars and events in the Midwest:

- **20%** of respondents reported savings between \$1 - \$500 per employee
- **40%** of respondents reported savings between \$501 - \$1,000 per employee
- **30%** of respondents reported savings between \$1,000 - \$3,000 per employee
- **10%** of respondents reported that the question was not applicable to their company

Estimated or projected (direct & indirect) international sales through use of Kansas Global trade-services:

- **20%** of respondents estimated international sales between \$1 - \$500,000 through use of Kansas Global services
- **0%** of respondents estimated international sales between \$500,001 - \$1 Million through use of Kansas Global services
- **10%** of respondents estimated international sales of \$1 Million or more through use of Kansas Global services
- **70%** of respondents report that the question was not applicable to their company

Estimated or projected (direct and indirect) cost savings through use of Kansas Global trade services:

- **40%** of respondents reported saving between \$1 - \$500,000
- **0%** of respondents estimated international sales between \$500,001 - \$1 Million through use of Kansas Global services
- **10%** of respondents estimated international sales of \$1 Million or more through use of Kansas Global services
- **50%** of respondents reported that the question was not applicable to their company

Statements from respondents:

“Kansas Global provides valuable training, assistance and services to our organization on matters involving international trade. Because of Kansas Global’s accessibility, network and knowledge, we



have saved money on travel and been provided access to world-class trade professionals. We are very pleased to have them as a local resource for international trade services.”

“Kansas Global provides Cessna Aircraft Company employees valuable training, assistance and services on matters involving international trade. Because of Kansas Global’s accessibility, network and knowledge, we have saved money on travel and been provided access to world-class trade professionals. We are very pleased to have them as a local resource for international trade services.”

"The training and networking opportunities received by association with Kansas Global Trade Services have been beneficial to our Trade Compliance organization."

“Kansas Global provides valuable training, assistance and services to our organization on matters involving international trade. We are very pleased to have them as a local resource for international trade services. Because of Kansas Global’s accessibility, network and knowledge, we have saved money on travel and been provided access to world-class trade professionals.”

“I found KGTS helps me help other countries with little expense to myself.”

Service Area Spotlight

Education & Training

Goal: Design and implement 12 trade compliance, process, and language courses serving 200 attendees

Actual:

- 14 trade compliance, process, and language courses were designed and implemented serving 178 attendees.
- Provided guidance and supported 2012 Kansas Business Matchmaker Event (approximately 232 attendees including partners/buyers/suppliers/and conference attendees)
- Attendees are surveyed onsite at every seminar with follow up calls applied to a sampling of companies and individuals.



Trade Services

Goal: Provide general guidance, consultation and research, translation, and business credit check services to at least 250 companies or individuals.

Actual:

- Trade services were provided to a total of 273 companies/individuals.
- Follow up services and assistance is offered to companies/individuals.

Trade Relations

Goal: Manage and/or support three government/business missions (incoming and/or outgoing) and provide continuous liaison and promotional efforts with foreign parties.

Actual:

- Managed and/or supported two inbound and one outbound trade missions with the countries of Ghana, Turkey and China.
- Maintained trade relations and provided assistance to interested foreign parties.
- Began planning for trade missions with the country of South Africa for 2013.

Advocacy

Goal: Maintain efforts by Kansas Global staff to advocate on behalf of Kansas companies on trade issues.

Actual:

- Provided updates on trade and regulatory issues affecting industry.
- Maintained relationships and network within Federal Government.

Sister Cities

Goal: Provide guidance and research regarding opportunities for additional Sister cities partners and support of Wichita's visiting Sister Cities focused on facilitation of business meetings.

Actual:

- Supported Ghana delegation visit to Wichita – opportunity for additional Sister city partnership
- Provided guidance to Sister Cities regarding this opportunity



Wichita-Wuxi EcoPartnership

Goal: Manage development and implementation of the program including financial and grant management.

Actual:

- Managed Wichita delegation visit to Wuxi, China.
- Created marketing materials to provide EcoPartnership overview and promotional information to potential partners and informed companies from Wichita and Kansas about the program
- Developed communication mechanisms to continuously increase awareness of the EcoPartnership and its reached goals
 - i. Developed a newsletter to be distributed
 - ii. Announced and promoted events, as applicable
 - iii. Created social media tools in order to update
- Implemented two EcoPartnership Task Force Meetings
- Incorporated and/or advised other government initiatives through meetings, coordination, alliances, etc.
- Created and distributed Wuxi and Wichita industry profile reports.

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: Resolution Considering a Public Hearing on an Amendment to the K-96 Greenwich STAR Bond District Boundaries (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adopt the resolution setting a public hearing for consideration of an amendment to the K-96 Greenwich STAR Bond District boundaries.

Background: On February 14, 2012, the City Council held a public hearing and approved the establishment of the K-96 Greenwich STAR Bond District. On March 6, 2012, the District was adopted following notification from the State Secretary of Commerce approving adoption of a STAR Bond District.

The Ordinance establishing the District included a map and legal description of property within the District. The map and legal description omitted property intended to be in the district as public right-of-way for 27th Street North. An amendment to the Ordinance is needed in order to include the omitted property in the district for eligible improvements. Amendment of the Ordinance requires holding a new public hearing at a time and place set by resolution of the City Council, pursuant to state law.

Analysis: The STAR Bond statute only permits the use of STAR Bond funds within the District boundaries. Improvements along 27th Street North are necessary for the development of the District and the multi-sport athletic facility. Including the 27th Street right-of-way allows the use of STAR Bond funds for the improvements. Funding for the 27th Street improvements is included in the already approved STAR Bond budget.

The City has received approval from the Kansas Department of Commerce to amend the boundaries of the District to include the omitted property. The first step in amending the district boundaries is for the Council to set a public hearing, set by resolution and notice published twice in the City's official newspaper.

Financial Considerations: The publication and mailing costs associated with amending the STAR bond district will be paid from the Economic Development Fund and reimbursed with STAR bond proceeds.

Legal Considerations: The attached resolution setting a public hearing on March 18, 2014 for consideration of an amendment to the boundaries of the STAR Bond Project District has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution which provides notice of consideration of an amendment to the K-96 Greenwich STAR bond district and sets a public hearing for March 18, 2014.

K-96 Greenwich STAR District Amendment Hearing
February 11, 2014
Page 2

Attachments: Resolution with Exhibits

(Published in *The Wichita Eagle* on March 6, 2014)

RESOLUTION NO. 14-052

A RESOLUTION STATING THAT THE CITY OF WICHITA, KANSAS IS CONSIDERING AMENDING ORDINANCE NO. 49-208 OF THE CITY THAT ESTABLISHED THE K-96 GREENWICH STAR BOND PROJECT DISTRICT TO INCLUDE ADDITIONAL PROPERTY IN SUCH 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. 49-208, passed March 6, 2012, and published on March 9, 2012, the City Council of the City (the “Governing Body”), established a STAR bond district pursuant to K.S.A. 12-17,160 *et seq.*, as amended (the “Act”), known as the K-96 Greenwich STAR Bond Project District (the “District”); and

WHEREAS, *Exhibit A* to Ordinance No. 49-208 contained the legal description of property within the District; and

WHEREAS, the legal description of the District omitted certain property intended to be included within the District as public right-of-way for 27th Street; and

WHEREAS, pursuant to the Act, the Secretary of the Kansas Department of Commerce (the “Secretary”) has consented to amending the boundaries of the District to include the omitted property; and

WHEREAS, the Governing Body is authorized by the Constitution of the State of Kansas (particularly Article 12, Section 5) and the Act to pass an ordinance amending Ordinance No. 49-208 to expand the boundaries of the District, subject to conducting a public hearing after notice provided in the Act.

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

Section 1. Ordinance Amendment. The Governing Body is considering amending *Exhibit A* to Ordinance No. 49-208 in order to amend the boundaries of the District.

Section 2. Public Hearing. The Governing Body will hold a public hearing to consider amending *Exhibit A* to Ordinance No. 49-208 in order to amend the boundaries of the District on March 18, 2014, at 9:30 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas. Following the conclusion of the public hearing, the Governing Body will consider an ordinance that would amend Ordinance No. 49-208 as described in *Section 1* hereof.

Section 3. Legal Description and Map. The legal description of the District, including the property to be included with the proposed amendment, is contained in *Exhibit A* hereto. A map generally outlining the boundaries of the District, including the property to be included, is attached as *Exhibit B*

hereto. A copy of such legal description and map are available for inspection by the public at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Section 4. Notice of Public Hearing. A copy of this resolution shall be sent by certified mail, return receipt requested to the Sedgwick County Board of County Commissioners, and to the Board of Education of Unified School District Nos. 259 and 375. Copies of this resolution shall also be mailed by certified mail, return receipt requested, to each owner and occupant of land within the District not more than ten (10) days following the date of the adoption of this resolution.

Section 5. Publication. This resolution, including the Exhibits hereto, shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

Section 4. Effective Date This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on February 11, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Resolution No. 14-[___] (the "Resolution") of the City of Wichita, Kansas (the "City") adopted by the City Council on February 11, 2014,; and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: February 11, 2014.

Karen Sublett, City Clerk

EXHIBIT "A"
STAR BOND DISTRICT
LEGAL DESCRIPTION
(Revised to include 27th Street North R/W)

A tract of land situated in the West One-half of Section 3, the East One-half of Section 4 and the Northwest Quarter of Section 10, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian in, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Note: The basis of the bearings in this description is N 89° 16' 46" E being the South line of the Southwest Quarter of said Section 3, and as shown Cross Pointe 2ND an addition to Wichita, Sedgwick County Kansas.

Beginning at the Southeast corner of said Section 4, said corner being common with the Southwest corner of said Section 3 and the Northwest corner of said Section 10 and at the intersection of the centerlines for 21st Street North and Greenwich Road;

Thence South 89° 01' 03" West 1550.01 feet, on the south line of the Southeast Quarter of said Section 4 and generally West on the centerline of 21st Street North to a point 60.0 feet south of the southwest corner of Lot 12, Block 1, Regency Lakes Commercial 2ND Addition, an addition to Wichita, Sedgwick County, Kansas;

Thence North 00° 42' 44" West 2645.22 feet on the extended west line of said Regency Lakes Commercial 2ND Addition to a point on the north line of the Southeast Quarter of said Section 4, said point being the south line of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas, and said point being coincident with the North right of way line of Highway K-96;

Thence North 89° 02' 53" East 381.86 feet, along the north line of said Southeast Quarter, and along said south line of Regency Park Addition, and said the north right of way line of Highway K-96;

Thence North 54° 11' 18" East 614.48 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence North 74° 45' 12" East 316.18 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence South 89° 59' 33" East 360.23 feet continuing on said south line of Regency Park Addition and said north right of way line of Highway K-96 extended to a point on the East line of the Northeast Quarter of Section 4, said line being common with the West line of the Northwest Quarter of said Section 3 and the centerline of Greenwich Road;

Thence North 00° 32' 29" West 2257.64 feet on said common line and said centerline of Greenwich Road to the northwest corner of said Northwest Quarter of Section 3;

Thence North 89° 16' 14" East 1030.00 feet on the north line of said Northwest Quarter of Section 3, to a point 60.00 feet north of the northwest corner of Block A, Stoney Pointe Addition, Wichita, Sedgwick County, Kansas;

Thence South 00°32'29" East 1023.95 feet along the extended west line of said Stoney Pointe Addition to the southwest corner of Reserve D, said Stoney Pointe Addition;

Thence North 89°14'32" East 250.00 feet on the south line of said Reserve D to a point being 50.00 feet south of the northwest corner of Lot 2, Block A, said Stoney Pointe Addition;

Thence South 00°32'29" East 262.00 feet on the west line of said Lot 2 to the Southeast corner of said Lot 2;

Thence North 89° 14' 32" East 1366.38 feet, along the North right of way line of 27th Street North to a point on the East line of said Stoney Pointe Addition, said point being coincident with the East line of the Northwest Quarter of said Section 3;

Thence South 00° 35' 35" East 1388.80 feet, along said East line to the Center corner of said Section 3, being common with the Southwest corner of Reserve G, said Greenwich Business Center Addition, and being common with the northwest corner of The Fairmont, an Addition to Wichita, Sedgwick County, Kansas;

Thence South 00° 35' 48" East 2651.74 feet, on the East line of the Southwest Quarter of said Section 3, to the southeast corner of said Southwest Quarter, being coincident with the northeast corner of the Northwest Quarter, said Section 10 and on the centerline of 21st Street North;

Thence South 01° 00' 22" East 1862.90 feet, on the East line of the said Northwest Quarter of Section 10 to a point 417.59 feet east of the southeast corner of Reserve C, said Cross Pointe 2ND;

Thence South 89° 16' 20" West 1061.05 feet on the extended south line of said Cross Pointe 2ND to the southwest corner of said Reserve C;

Thence North 00° 43' 40" West 848.92 feet on the west line of said Reserve C and along the west line of Lot 7, said Cross Pointe 2ND;

Thence South 89° 17' 02" West 1589.13 feet, to a point on the West line of said Section 10, and on the centerline of Greenwich Road said point being 60.0 feet west of the southwest corner of Lot 1, Block 1, said Cross Pointe 2ND;

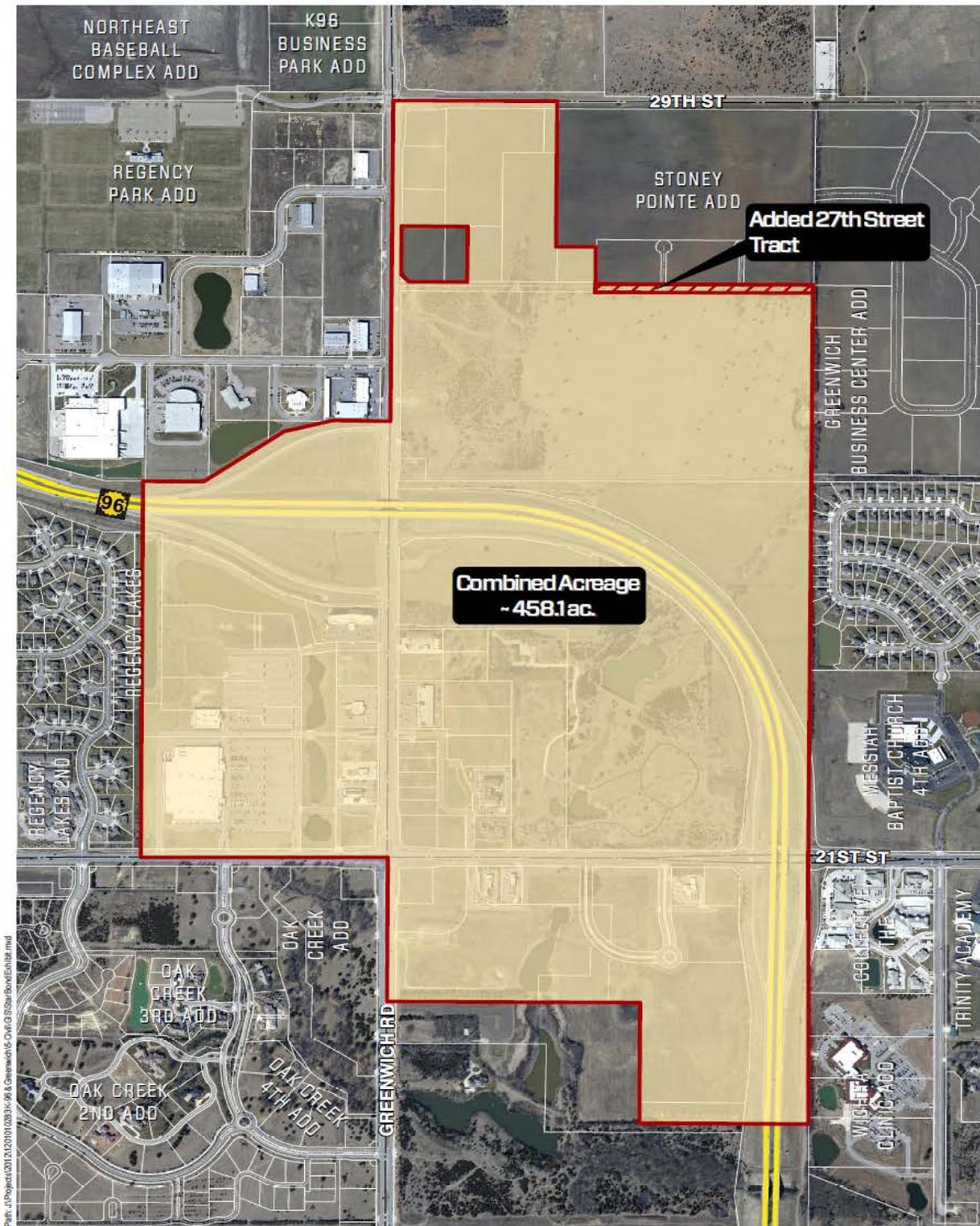
Thence North 00° 46' 07" West 1014.01 feet, on said West line and the centerline of Greenwich Road to the Point of Beginning,

EXCEPT Lots 4 and 5, Block 1, said Greenwich Business Center Addition, EXCEPT thereof the east 215.00 feet of said Lot 5.

Subject to survey and all easements and restriction of record.

CONTAINING: 458.13 acres of land more or less.

EXHIBIT 'B'
MAP OF STAR BOND DISTRICT WITH PROPOSED MODIFICATION



STAR BOND DISTRICT EXHIBIT
 K96 AND GREENWICH
 Friday, January 03, 2014

MKEC
 ENGINEERING SUCCESS

The information presented hereon is best available data gathered by MKEC from various outside sources. MKEC does not guarantee the positional accuracy of the data shown. In no event shall MKEC become liable to users of the data presented hereon, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use of the presented data. By using the data presented hereon, users further agree to indemnify, defend, and hold harmless MKEC for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data.

0 300 600 Feet

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council
SUBJECT: Quarterly Financial Report for the Quarter Ended December 31, 2013
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's website. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions and adjustments that relate to activities in 2013.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended December 31, 2013.

Attachment: Quarterly Financial Report

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00021 – Zone change request from SF-5 Single-family Residential to LC Limited Commercial, subject to a protective overlay that restricts uses to a drug store or pharmacy and NO Neighborhood Office uses on property generally located northwest of the intersection of East 21st Street North and North Oliver Avenue (District I) addressed as 11 and 12 N. Oliver Avenue (District I)

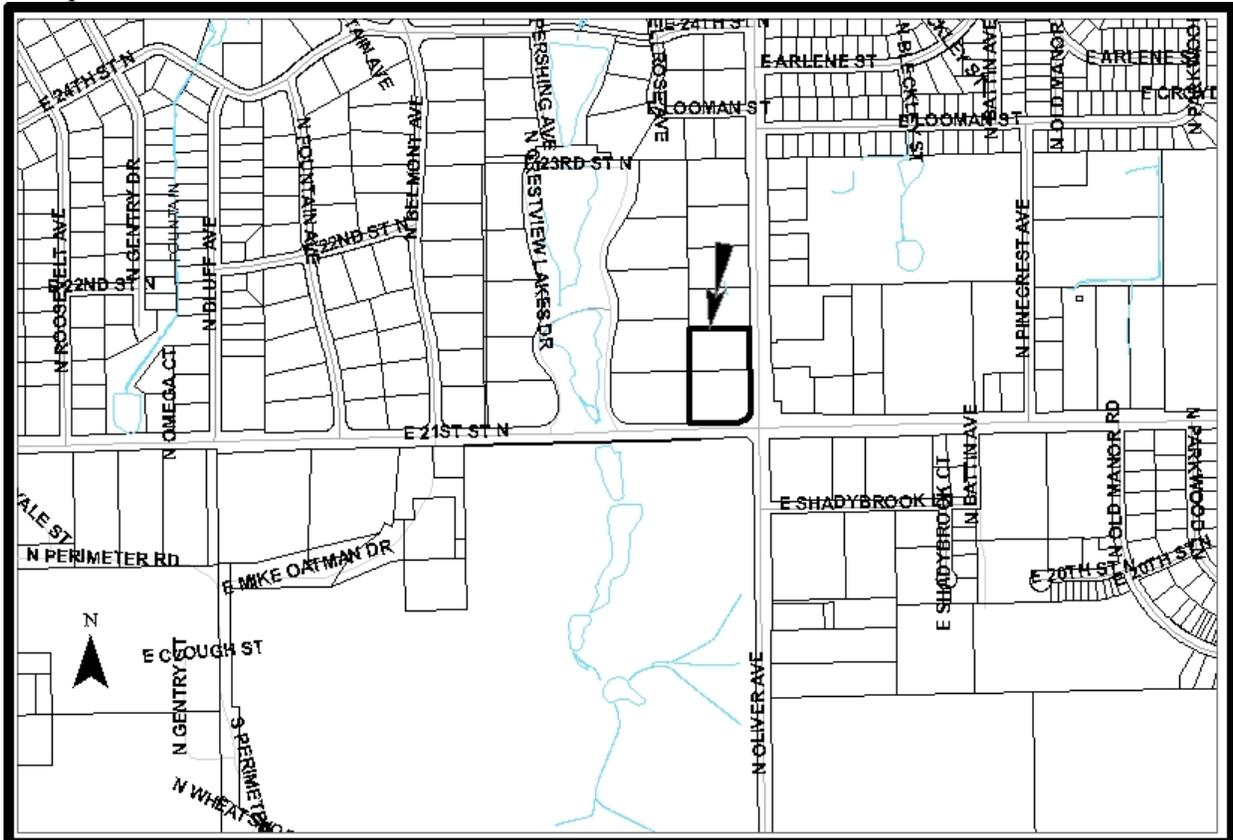
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: The MAPC recommended denial of the request twice, 7-4 on September 26, 2013, and 8-3 on January 9, 2014.

DAB Recommendation: District Advisory Board I unanimously recommended denial of the request (8-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended denial of the request.



Background: The application was originally submitted as a request for LC Limited Commercial (LC) zoning, was reviewed by the Metropolitan Area Planning Commission (MAPC) on September 26, 2013, and received a recommendation of denial (7-4). At the City Council hearing of November 5, 2013, the City Council voted to return the application to the MAPC for reconsideration. After the City Council hearing, the applicant modified the request, as described in the paragraph below. The MAPC considered the amended application on January 9, 2014, and recommended denial (8-3). The majority of the original staff report is still pertinent to the revised application; therefore, most of the original staff report has been retained. Modifications or additions to the original staff report are italicized.

The applicants are seeking LC Limited Commercial (LC) zoning, *subject to a protective overlay that limits the site's uses to a drug store/pharmacy and uses permitted by-right in the NO Neighborhood Office (NO) district* for two platted lots (Lots 11 and 12, Block 2, Crestview Lakes and addressed as 11 and 12 North Crestview Lakes Drive) located northwest of the intersection of East 21st Street North and North Oliver Avenue. The subject lots are currently zoned SF-5 Single-family Residential (SF-5), are developed with single-family residences (built in 1946 and 1953) and contain a total of 2.93 acres. Combined the two properties have approximately 445 feet of frontage along North Oliver Avenue, and 290 feet of frontage along East 21st Street North. The application area has street access to North Oliver Avenue and to East 21st Street, not to the interior local serving streets – Crestview Lakes Drive, North Belmont Avenue or North Fountain Avenue – that serve the majority of the area's residential lots.

Located immediately north and west of the subject property are SF-5 zoned single-family residences located on approximately two-acre lots. In fact, the much larger area located farther north and west of the application area is developed with single-family residences located on lots ranging in size from two-plus acres to approximately 11,000 square feet. The homes in the larger residential neighborhood located north and west of the application area appear to be well-maintained. The Crestview Lakes Addition has a park-like setting with water features and open space, which probably has contributed to the homes having maintained market value.

Located east across North Oliver Avenue is a mostly zoned LC University Plaza commercial-retail sales center, subject to the development standards contained in Community Unit Plan (CUP) DP-8. Part of the CUP is zoned SF-5 with a variance to permit non-residential that supports the retail center. Southeast of the application area, south of East 21st Street North and east of North Oliver Avenue are two SF-5 zoned churches. East of the Unity Church that is located at the southeastern corner of the intersection of East 21st Street North and North Oliver Avenue is property that is zoned LC. South of the subject property, at the southwest corner of the intersection of East 21st Street and North Oliver Avenue, is Wichita State University's 123-acre golf course that is zoned SF-5 subject to the U University District (U) overlay. The U overlay district limits development to uses typically associated with institutions of higher learning, such as: classrooms, dorms, athletic facilities, laboratories, libraries, museums, parking and other facilities typically associated with institutions of higher learning.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. The LC district permits 66 uses by-right; selected uses permitted by-right in the LC district include: single-family, multi-family, assisted living, group residence, community assembly, hospital, nursing facility, bank, convenience store, hotel/motel, medical service, office, restaurant, personal care service, personal improvement service, general retail sales, limited vehicle repair and agricultural sales and service. *If the requested amendment is approved, the only LC use permitted would be a drug store or pharmacy.* Building setbacks are established by the standards required by the LC district or by separate compatibility standards that override the zoning district standards, and are as follows: front (East 21st Street North) 20 feet; street side (North Oliver Avenue) 10 feet; rear (north property line) 25 feet (compatibility setback) and interior side (west property line) 25 feet (compatibility setback). Building height is limited to 43 feet (compatibility height) even though the LC district permits building height of up to 80 feet or higher with additional building setback. Dumpsters and refuse receptacles are required to be located a minimum of 20 feet from the north and west property lines. Light poles are limited to a maximum of 15 feet in height, including the base, if located within 200 feet of SF-5 zoning unless a lighting study has been prepared that demonstrates light will be contained on-site, and cutoff fixtures are required to minimize light trespass. The LC district permits larger, taller and a greater

number of sign types than signage permitted in SF-5 district, including: building signs up to 400 square feet, ground or pole signs up to 300 square feet in area and 25 to 35 feet tall, portable and possibly off-site billboard signs. Single-family residences generate approximately 10 average daily vehicle trips whereas retail uses in a shopping center can generate approximately 42 average daily trips per 1,000 square feet of floor area. If the site were developed at 30 percent coverage, 38,289 square feet of floor area could be developed on the site. At 42 average daily trips, 38,289 square feet of floor area could generate 1,608 average daily trips. Convenience stores during the p.m. peak period can generate an average of 97 daily vehicle trips per 1,000 square feet of gross floor area. A drug store during the weekday can generate 88 average daily vehicle trips per 1,000 square feet of gross floor area. Zoning screening is required along the common property line where property that is zoned for nonresidential uses abuts SF-5 zoned property (north and west property lines). Zoning screening can be provided by a six-foot tall fence, landscaping thick enough to provide a solid screen year-round, earth berms or some combination of the three. The Landscape Ordinance will require one tree to be planted every 40 feet where zoning screening is required. New parking lots are also required to be landscaped when located within view of streets.

The NO district was established to accommodate very-low intensity office development and other complementary land uses that are generally appropriate near residential neighborhoods. Selected uses permitted by-right in the NO district include: single-family, duplex, group home, church, limited and general day care, library, park, minor utility, automated teller machine, medical service and general office. Minimum lot area requirements are: single-family and nonresidential uses, 5,000 square feet; duplex and multi-family (maximum of 14.5 dwelling units per acre), 3,000 square feet. Setbacks in the NO district are: front, 20 feet; rear, 10 feet; interior side, zero or five feet; street side, 15 feet. Maximum building height is 35 feet. The NO district also stipulates that no individual commercial use that is permitted by-right or as a conditional use can exceed 8,000 square feet gross floor area.

Analysis: The Metropolitan Area Planning Commission (MAPC) initially heard the request at its meeting held on September 12, 2013. There were several property owners from the area who spoke in opposition. Some of the concerns expressed by those in opposition include the following:

- a. There is not a natural buffer or barrier between the application area and abutting property to protect abutting properties from increased lighting, noise and odors and loss of privacy from 24-hour seven day-a-week uses.
- b. Limited Commercial zoning will generate more traffic than single-family residential, and the intersection of East 21st Street North and North Oliver Avenue already has plenty of traffic.
- c. Increased traffic will end up on Crestview Lakes Drive, the neighborhood's private street, which will cost the neighborhood's homeowners additional maintenance costs.
- d. Increased runoff from commercial development on the application area will exacerbate neighborhood drainage issues.
- e. Existing LC zoning at University Plaza Shopping Center located across North Oliver Avenue is underutilized; the applicant could put proposed uses at the University Plaza Shopping Center. Plenty of convenience shopping is already provided in the immediate area.
- f. No evidence has been presented that the homes are unusable as residences.
- g. The zoning request is not in character with larger area, especially with the properties located north, west, south and southwest of the application area.

At the 2013 MAPC hearing there were also two to three speakers who spoke in favor of the request citing the City's typical development pattern is to locate commercial uses on property located at the intersection of section-line roads. Supporters also commented that the high traffic volume found at the intersection of North Oliver Avenue and East 21st Street North make use of the application area for residential purposes less desirable. At the September 26, 2014, meeting, the MAPC voted (7-4) to recommend denial.

At the second MAPC hearing on January 9, 2014, most of the same objections that were presented at the first meeting were repeated, and the applicant's agent presented a similar case as the first meeting, except the applicant's agent also emphasized the concessions made to the neighborhood as represented in the proposed protective overlay. The applicant's agent also indicated a willingness to revise the request a second time. The agent indicated he would eliminate the LC zoning request entirely and request NO

district zoning. The applicant's agent also indicated the applicant would provide berms, fences and landscaping in excess of code minimums to protect adjoining residential neighbors.

The MAPC voted to deny the request (8-3).

District Advisory Board (DAB) I heard the request on October 7, 2013. Eleven people spoke in opposition to the request, and cited many of the same concerns expressed at the MAPC meeting (detailed above). One person spoke in favor and added the comment that the developer will have to retain stormwater on-site, and the large size of the abutting lots and the application area provide greater than typical buffering.

DAB I recommended denial unanimously (8-0).

Protest petitions equaling 63.49 percent have been filed; therefore, the request may be approved only with a three-fourths majority vote.

If the City Council determines the amended request is appropriate, it is recommended the zone change be approved subject to replatting within one year of City Council approval, and subject to the following development standards contained in Protective Overlay #280:

- A. *Although the site is zoned LC, the only LC use permitted is a drug store/pharmacy; all other uses are limited to those allowed by-right in the NO district. ~~Uses permitted shall be limited to the following LC Limited Commercial zoning district uses: single family residential, duplex, multi-family, assisted living, day care limited, day care general, government service, safety service, animal care limited, automated teller machine, bank or financial institution, convenience store, funeral home, medical service, monument sales, general office, personal care service, personal improvement service, restaurant and general retail provided the restaurant does not exceed 2,000 square feet and does not provide drive thru or in-car service and no general retail use that exceeds 8,000 square feet in size.~~ The following office uses are is specifically prohibited: ~~retail liquor store, nightclub in the city, drinking establishment or tavern, entertainment establishment, pawnshop or business that accepts vehicle titles or other property as security for loans and drive through services except for banks and pharmacies.~~ All buildings within the subject property shall share a uniform architectural character, color and same predominate exterior building material. The building walls shall not utilize metal as a predominate exterior façade material.*
- B. Landscaped street yards, buffers and parking lot landscaping/screening shall utilize a shared palette of landscape material, and shall comply with the City of Wichita Landscape Ordinance unless modified by another provision of this Protective Overlay.
- C. A landscape plan shall be prepared for the above referenced requirement, and shall indicate type, location and specifications for all plant materials.
- D. Zoning code required screening located along the north and west property lines shall be a masonry wall, a 15-foot wide evergreen landscape yard with plant materials not less than six feet in height and spaced close enough to provide an opaque living wall or earth berm, or some combination of the three, shall be installed. Occupancy permits shall not be issued until a landscaping and screen plan has been approved by the Planning Director. *Landscaping shall be installed prior to occupancy.*
- E. The applicant shall dedicate sufficient right-of way to create half-street widths of 75 feet at the intersection tapering down to 60 feet elsewhere along the site street frontages, per City right-of-way width standards.
- F. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps). All lighting shall be shielded to direct light in a downward direction and directed away from residential areas. Light standards, including the base, shall not exceed 15 feet in height when located within 200 feet of residentially zoned property.
- G. Building setbacks shall be 25 feet along the north and west property line.
- H. Maximum building height is limited to 35 feet.
- I. Rooftop mechanical equipment, trash receptacles, loading docks and loading areas shall be screened from ground level view, and said screening is required to match or be similar to the building façade.

- J. *If the site is developed with a drug store or pharmacy, § signage on the lot containing the drug store/pharmacy is limited to that permitted in the NR zoning district. Lots or parcels developed with NO district uses shall be limited to signage permitted in the NO district. Billboard and/or off-site signage is prohibited.*

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: 1) adopt the findings of the MAPC, and deny the application (simple majority vote required); 2) approve the request subject to the suggested protective overlay by making alternate findings (three-fourths majority vote required); or 3) return the application to the MAPC for further consideration.

Attachments: MAPC minutes of September 26, 2013 and January 9, 2014; City Council minutes of November 5, 2013; DAB memo; two protest maps and 12 protest letters.

EXCERPT MINUTES OF THE SEPTEMBER 26, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-00021- Markland, LLC; Ulysess Gooch (owners/applicants) / Robert W. Kaplan (agent) request a City zone change from SF-5 Single family Residential to LC Limited Commercial on 2.93 acres on property described as:

Lot 11, Block 2, in Crestview Lakes Addition to Wichita, Sedgwick County, Kansas AND .065% interest in and to the drives, lake and park areas lying in Crestview Lakes Addition.

AND

Lot 12, Block 2, in Crestview Lakes Addition to Wichita, Sedgwick County, Kansas AND .065% interest in and to the drives, lake and park areas lying in Crestview Lakes Addition.

BACKGROUND: The applicants are seeking LC Limited Commercial (LC) zoning for two platted lots (Lots 11 and 12, Block 2, Crestview Lakes and addressed as 11 and 12 North Crestview Lakes Drive) located northwest of the intersection of East 21st Street North and North Oliver Avenue. The subject lots are currently zoned SF-5 Single-family Residential (SF-5), are developed with single-family residences (built in 1946 and 1953) and contain a total of 2.93 acres. Combined the two properties have approximately 445 feet of frontage along North Oliver Avenue, and 290 feet of frontage along East 21st Street North. The application area has street access to North Oliver Avenue and to East 21st Street, not to the interior local serving streets – Crestview Lakes Drive, North Belmont Avenue or North Fountain Avenue – that serve the majority of the area’s residential lots.

Located immediately north and west of the subject property are SF-5 zoned single-family residences located on approximately two-acre lots. In fact, the much larger area located farther north and west of the application area is developed with single-family residences located on lots ranging in size from two-plus acres to approximately 11,000 square feet. The homes in the larger residential neighborhood located north and west of the application area appear to be well-maintained. The Crestview Lakes Addition has a park-like setting with water features and open space, which probably has contributed to the homes having maintained market value.

Located east across North Oliver Avenue is a mostly zoned LC University Plaza commercial-retail sales center, subject to the development standards contained in Community Unit Plan (CUP) DP-8. Part of the CUP is zoned SF-5 with a variance to permit non-residential that supports the retail center. Southeast of the application area, south of East 21st Street North and east of North Oliver Avenue are two SF-5 zoned churches. East of the Unity Church that is located at the southeastern corner of the intersection of East 21st Street North and North Oliver Avenue is property that is zoned LC. South of the subject property, at the southwest corner of the intersection of East 21st Street and North Oliver Avenue, is Wichita State University’s 123-acre golf course that is zoned SF-5 subject to the U University District (U) overlay. The U overlay district limits development to uses typically associated with institutions of higher learning, such as: classrooms, dorms, athletic facilities, laboratories, libraries, museums, parking and other facilities typically associated with institutions of higher learning.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. The LC district permits 66 uses by-right; selected uses permitted by-right in the LC district include: single-family, multi-family, assisted living, group residence, community assembly, hospital, nursing facility, bank, convenience store, hotel/motel, medical service, office, restaurant, personal care service, personal improvement service, general retail sales, limited vehicle repair and agricultural sales and service. Building setbacks are established by the standards required by the LC district or by separate compatibility standards that override the zoning district standards, and are as follows: front (East 21st Street North) 20 feet; street side (North Oliver Avenue) 10 feet; rear (north property line) 25 feet (compatibility setback) and interior side (west property line) 25 feet (compatibility setback). Building height is limited to 43 feet (compatibility height) even though the LC district permits building height of up to 80 feet or higher with additional building setback. Dumpsters and refuse receptacles are required to be located a minimum of 20 feet from the north and west property lines. Light poles are limited to a maximum of 15 feet in height, including the base, if located within 200 feet of SF-5 zoning unless a lighting study has been prepared that demonstrates light will be contained on-site, and cutoff fixtures are required to minimize light trespass. The LC district permits larger, taller and a greater number of sign types than signage permitted in SF-5 district, including: building signs up to 400 square feet, ground or pole signs up to 300 square feet in area and 25 to 35 feet tall, portable and possibly off-site billboard signs. Single-family residences generate approximately 10 average daily vehicle trips whereas retail uses in a shopping center can generate approximately 42 average daily trips per 1,000 square feet of floor area. If the site were developed at 30 percent coverage, 38,289 square feet of floor area could be developed on the site. At 42 average daily trips, 38,289 square feet of floor area could generate 1,608 average daily trips. Convenience stores during the p.m. peak period can generate an average of 97 daily vehicle trips per 1,000 square feet of gross floor area. A drug store during the weekday can generate 88 average daily vehicle trips per 1,000 square feet of gross floor area. Zoning screening is required along the common property line where property that is zoned for nonresidential uses abuts SF-5 zoned property (north and west property lines). Zoning screening can be provided by a six-foot tall fence, landscaping thick enough to provide a solid screen year-round, earth berms or some combination of the three. The Landscape Ordinance will require one tree to be planted every 40 feet where zoning screening is required. New parking lots are also required to be landscaped when located within view of streets

CASE HISTORY: Crestview Lakes Addition was recorded in 1940.

ADJACENT ZONING AND LAND USE:

North: SF-5; large-lot single-family residential
South: SF-5; WSU golf course
East: LC, SF-5; commercial-retail sales center; church
West: SF-5; large-lot single-family residential

PUBLIC SERVICES: The intersection of East 21st Street and North Oliver Avenue carries an average daily traffic volume of 16,656 to 25,853 vehicles. East 21st Street North and North Oliver Avenue are paved four-lane arterial streets with left-turn lanes at the intersection. Where East 21st Street North and North Oliver Avenue abut the application area there is only 40 feet of half-street right-of-way, which does not meet current minimum right-of-way standards. The current right-of-way width for arterial street intersections is 75 feet and 60 feet otherwise. The

intersection of East 21st Street at North Oliver is signalized in all four directions. All publicly supplied utilities are available or can be extended to serve the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Applicable commercial location guidelines contained in the “1999 Comprehensive Plan Update” state, in general: 1) commercial sites should be located near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic; 2) commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses and 3) locate commercial uses in compact clusters or nodes versus extended strip developments. The Comprehensive Plan also contains a goal statement, Goal XI that the City should develop, conserve and revitalize housing and neighborhoods that will provide safe, decent, marketable and affordable conditions for all residents. The Comprehensive Plan also contains an objective to “minimize the detrimental impact of higher intensity land uses and transportation facilities located near residential living environments.”

RECOMMENDATION: From a zoning standpoint, the intersection of North Oliver Avenue and East 21st Street North is somewhat unusual in that only one of the corners is zoned LC; the other three corners are zoned SF-5. Many, if not most, properties located at arterial street intersections throughout the city have been rezoned to LC or some other non-SF-5 district. However, the fact that the intersection of East 21st Street and North Oliver Avenue has three SF-5 zoned corners with single-family residences, a neighborhood scale church and the university golf course gives the intersection a feel more like a neighborhood than a commercial area. Based upon the information available at the time the staff report was prepared, it is recommended that the request be denied.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties located north, west, south and southeast are zoned SF-5, and are developed with low-intensity uses such as single-family residences, university golf course and churches. Properties located east of the site are zoned SF-5 and LC, and are developed with retail uses. Land located west of North Oliver Avenue has a low intensity and/or park-like feel because of the large-lot single-family residences and associated neighborhood open space. The golf course also adds to the low-intensity feel of the land located west of North Oliver Avenue.
2. The suitability of the subject property for the uses to which it has been restricted: The subject properties are zoned SF-5, which permit single-family residential uses plus a few other institutional, civic or public uses typically found in residential neighborhoods. The properties are developed with single-family residences that appear to be in reasonable repair and should have continued economic value as currently zoned. County appraiser data indicates the two residences are valued, for tax purposes, at \$168, 200 and \$201,400.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request will introduce LC into the East 21st Street North mile segment located west of North Oliver Avenue and east of North Hillside Avenue. Currently, there

is not any LC zoning on either side of East 21st Street North between North Oliver Avenue and Hillside Avenue. There are significant areas of LC zoning located along East 21st Street North, east of North Oliver Avenue, and west of North Hillside Avenue. The LC district permits a much larger number of more intense uses than SF-5 district, including multi-family residential, office and retail commercial uses not requiring significant amounts of outdoor storage or display. The LC district permits building heights up to 80 feet and higher with larger than minimum required building setbacks; however, compatibility height setbacks would limit building height to 43 feet. Approval of the request will place more intense uses next to large-lot residential uses.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial would presumably represent a loss in increased economic return compared to selling the properties at SF-5 rates. Approval would increase the number of LC zoned lots available for development.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Applicable commercial location guidelines contained in the “1999 Comprehensive Plan Update” state, in general: 1) commercial sites should be located near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic; 2) commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses and 3) locate commercial uses in compact clusters or nodes versus extended strip developments. The Comprehensive Plan also contains a goal statement, Goal XI that the City should develop, conserve and revitalize housing and neighborhoods that will provide safe, decent, marketable and affordable conditions for all residents. The Comprehensive Plan also contains an objective to minimize the detrimental impact of higher intensity land uses and transportation facilities located near residential living environments.
6. Impact of the proposed development on community facilities: At 40-feet, the half-street right-of-way widths located along the application area are substandard. It is almost certain that if the site is rezoned, the property will convert to uses more intense than single-family residences. More intense uses will generate increased numbers of vehicle trips on substandard street right-of-way.

If the MAPC feels the request is appropriate, the application should be subject to the following Protective Overlay:

- A. Uses permitted shall be limited to the following LC Limited Commercial zoning district uses: single-family residential, duplex, multi-family, assisted living, day care limited, day care general, government service, safety service, animal care limited, automated teller machine, bank or financial institution, convenience store, funeral home, medical service, monument sales, general office, personal care service, personal improvement service, restaurant and general retail provided the restaurant does not exceed 2,000 square feet and does not provide drive-thru or in-car service and no general retail use that exceeds 8,000 square feet in size). The following uses are specifically prohibited: retail

liquor store, nightclub in the city, drinking establishment or tavern, entertainment establishment, pawnshop or business that accepts vehicle titles or other property as security for loans and drive through services except for banks and pharmacies.

- B. All buildings within the subject property shall share a uniform architectural character, color and same predominate exterior building material. The building walls shall not utilize metal as a predominate exterior façade material.
- C. Landscaped street yards, buffers and parking lot landscaping/screening shall utilize a shared palette of landscape material, and shall comply with the City of Wichita Landscape Ordinance unless modified by another provision of this Protective Overlay.
- D. A landscape plan shall be prepared for the above referenced requirement, and shall indicate type, location and specifications for all plant materials.
- E. Zoning code required screening located along the north and west property lines shall be a masonry wall, a 15-foot wide evergreen landscape yard with plant materials not less than six feet in height and spaced close enough to provide an opaque living wall or earth berm, or some combination of the three, shall be installed. Occupancy permits shall not be issued until a landscaping and screen plan has been approved by the Planning Director.
- F. The applicant shall dedicate sufficient right-of way to create half-street widths of 75 feet at the intersection tapering down to 60 feet elsewhere along the site street frontages, per City right-of-way width standards.
- G. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps). All lighting shall be shielded to direct light in a downward direction and directed away from residential areas. Light standards, including the base, shall not exceed 15 feet in height when located within 200 feet of residentially zoned property.
- H. Building setbacks shall be 25 feet along the north and west property line.
- I. Maximum building height is limited to 35 feet.
- J. Rooftop mechanical equipment, trash receptacles, loading docks and loading areas shall be screened from ground level view, and said screening is required to match or be similar to the building façade.
- K. Signage is limited to that permitted in the NR zoning district. Billboard and/or off-site signage is prohibited.

DALE MILLER, Planning staff presented the Staff Report.

ROBERT KAPLAN, 1600 EPIC CENTER, ATTORNEY REPRESENTING TWO PROPERTY OWNERS RIP GOOCH AND MIKE MARKS said his concern with staff's position is that, in his opinion, the recommendation clearly violates a well-established principle and that is that the land owner is entitled to the most advantageous use of his property available. He said it is called "highest and best." He said almost every application except those whose tax is based on its current use is highest and best use. He said in land use the compatibility of the proposed use with the surrounding area can and should be considered. He mentioned putting a noxious industry in the middle of a residential area. He said on the other hand a developer is not interested in placing commercial in an area that is not surrounded by roofs. He said if you don't have houses, you don't need services. He said it becomes a decision of balancing commercial applications with residential areas. He said in this case, that is exactly what the applicant is doing. He said they are fine with the conditions in the LC zoning and added that the applicant will go farther than those restrictions listed and use a protective overlay that prohibits every single use in LC zoning except the two prospects they are currently working on which are a convenience store/fuel stop and a pharmacy/drug store. He said the convenience store is owned by a popular supermarket store in Wichita. He said the pharmacy is new to Wichita but is

developing a national chain. He said all the applicant needs is those two uses. He said those two uses are services that would be very valuable and available to the neighborhood. He said he thinks a lot of people presented are concerned about what might go into the location and he did not identify specific uses to Planning Staff previously.

KAPLAN said there will be no traffic access through the neighborhood. He said they are not proposing noxious industry or adult entertainment, or taverns with alcohol beverages. He referred to the architectural rendering of what the corner could look like prepared by Wilson, Darnell and Mann. He said the rendering was taken of an existing convenience store at another location. He said he believes convenience stores and pharmacies are in demand in Wichita and that they are neighborhood services. He said add that to the fact that this is the intersection of two heavily traveled arterials. He said these are major thoroughfares with 25,000 plus cars traveling them per day. He said broken down that is 2,000 cars an hour or 30 plus vehicles every minute. He said that brings him back to his original point which was it is not as much the effect of commercial but telling the land owners they are limited to residential. He said residential is not marketable. He said staff thinks the property is in acceptable condition; however, the applicant says the house is not habitable and cannot be marketed. He said staff recommendation is telling the applicant that they can't develop their property because they can't sell it as a single family residence. He said the property has been sitting vacant for years.

KAPLAN said of the two site plans he has and will commit to, they are only using 10% of the site. He said the site is 127,000 plus square feet and they need about 14,000 square feet. He said the applicant will go to any extent as far as screening and berming. He said they would double the landscape required and install earth and berms in addition to a masonry wall. He concluded by stating that the applicant had a meeting tonight with the neighborhood association to discuss the application in more detail. He said if the Commission feels it would be advisable to defer making a decision on the application until after that meeting, the applicant is okay with that also.

RIP GOOCH, #12 CRESTVIEW LAKE ESTATES which he said is close to the corner of 21st Street and Oliver. He said he spent over 15 years giving service to the Wichita community and the State of Kansas. He said under no circumstances would he intentionally do anything to destroy what he has worked so hard to build. He said when he became a City Councilman 21st Street was two-lanes up to Wichita State University with run down properties. He said the City Council worked to clean the area up. He said many people were opposed to that effort and he said he explained that if the area was cleaned up, better businesses would be willing to come to the area in the future. He said he has spent a lot of time trying to make that happen. He said at this time there is an opportunity to make that happen. He said this is a bad time to be in opposition to development. He said this is an opportunity.

STEVE FALKE, #3 CRESTVIEW LAKES ESTATES. Mr. Falke thanked the Commission for allowing the neighbors' time to share their concerns. He said he is a homeowner in the neighborhood where the rezoning action is being undertaken, and he is currently serving as the President of the Crestview Lakes Homeowner's Association. He said he and many of the homeowners in this area are adamantly requesting the proposed re-zoning at 21st Street and Oliver be denied.

FALKE said their first concern is that there is no appropriate buffer between the proposed re-zoned properties and the adjacent neighborhood. He said the two nearest drives west of the property in question are private drives and the road in this neighborhood is not maintained by the

City. He said the neighbors are concerned that commercial development on this corner and the increase in traffic that comes with it would create a corresponding increase in the amount of traffic on this private drive from motorists thinking they could turn into the neighborhood to turn around. He said this could result in costly damage to the road and would create a financial burden on the homeowners in the association. He referred to a photo that was taken yesterday facing west on 21st street at Oliver and commented that the Commission can see the heavy amount of traffic already present at the intersection.

FALKE referred to an aerial view of the neighborhood and commented on all the green area. He said this is a unique Wichita neighborhood and is well established in a serene park-like setting just adjacent to the golf course at WSU and the Wichita State Campus. He said the square mile area containing the proposed re-zoned property is dotted with several large ponds and the neighborhood serves as a habitat for a wide range of wildlife and waterfowl which could be threatened should the rezoning move forward.

FALKE said the majority of the homes close to 21st Street and Oliver are classic, quality construction and sit on estate sized properties of approximately 2 acres each. He said the homes in this area have enjoyed increasing property values over the past decade and this is far from a neighborhood in decline. He said the residents take great pride in their homes and it shows. He said many of the residents in this surrounding area have lived in this neighborhood for many years and the Northeast Heights Neighborhood Association is one of the more active neighborhood associations in Wichita.

FALKE said by comparison, not far from their neighborhood about five miles to the South and slightly west at Kellogg and Hillside a new large scale Quik Trip convenience store has been erected based around their new neighborhood market format. He said when this neighborhood re-zoning was being proposed, the residents of this neighborhood may have been told their property values were in decline and the addition of a new Quik Trip would certainly increase the value of their homes. He showed a photo from August of 2011 of a home during construction of the new Quik Trip at the corner of Lorraine and Orme. He said Lorraine is the buffer street. He showed a picture of the same home taken yesterday showing many of the windows boarded up and the home falling into disrepair. He said he was not so sure the homeowner was realizing an increase in property values because of the commercialization in the area. He admitted that he was not comparing apples to apples in the illustration, because the homes and lot sizes in that neighborhood are much smaller, unlike his neighborhood. He said the site also has Lorraine which buffers the back side of the new Quik Trip. He also pointed out several tall light poles that he said he was sure illuminate the parking lot at all hours of the night. He also mentioned that according to the residents in the area, the buffer street is used constantly by gasoline and product delivery trucks who find it much easier to make their supply deliveries by driving around the block and pulling in the back way to the Quik Trip.

FALKE said he was not anti-development and as an entrepreneur and active member of this community he knows what it takes to run a business and earn a living for his family. However, he said there is a time and place and a proper way to manage commercial property development, and this is not the time, and the northwest corner of 21st Street and Oliver is not the place especially when just across the street there is already commercial property that is underutilized. He also mentioned that the commercial property borders on being an eyesore and that there is certainly plenty of trash and asphalt.

FALKE concluded by adding that there are already plenty of convenience and shopping options within a mile of this location and mentioned a Quik Trip and a brand new Wal-Mart neighborhood market and pharmacy located just up the street at 13th Street and Oliver. He added that the neighborhood is also not in favor of any additional apartments or student housing. He said there is already a large apartment complex at 29th Street and Oliver, the Grove apartments, that is not fully occupied. He mentioned that just a bit further to the East, only a mile away, there are more gasoline convenience stores, several fast food restaurants, and banks and shopping, including Brittany Center, where there is also property for lease which is underutilized. He added that one more mile east of that there is world-class shopping and dining at the major corners of 21st and Rock Road at Tallgrass and Bradley Fair Shopping Centers.

FALKE said it is obvious that people don't have to go far to find everything they need in the neighborhood. He said the neighborhood does not require, nor desire, any more commercial services closer than they already are. He said they love the city we are privileged to live in it, but asked the Planning Commission to deny the re-zoning request. He concluded by asking people from the neighborhood at the meeting to stand in support and agreement of his remarks.

CHARLIE RIVERA, 2401 N. PERSHING, PRESIDENT, WILLOW LAKES

HOMEOWNERS ASSOCIATION said there are approximately 31 homes consisting of one acre lots in Willow Lakes and they have been there for approximately 24 years. He said they are concerned about the integrity of the neighborhood. He said they have watched property values in the neighborhood decrease because of lack of care. He mentioned the property at 21st and Oliver and said they can't get a resident because the property just doesn't look good. He said it is a beautiful home and lot but it has not been properly maintained or landscaped. He said there are similar beautiful homes located on busy streets all over the City. He mentioned the argument of the most advantageous use of property; however, he said he believes the rezoning will have the reverse effect on property values in the neighborhood. He said the neighborhood currently has four properties for sale, two of which have been poorly maintained. He concluded by asking that the Planning Commission deny the request for Limited Commercial zoning. He said homes not located in the Crestview and Willow Lakes area drop in value significantly and they are concerned about the "domino effect". He said a developer could come and purchase 3-4 lots without a challenge. He said the Willow Lakes Association (just like the Crestview HOA) pays to have the grass cut and other upkeep of the park association area. He said if lots are sold to development it may make it difficult for the association to maintain the property.

JULIA FALKE, #3 CRESTVIEW LAKES ESTATES said she was adamantly requesting that this proposed rezoning request be denied. She briefly reviewed home sales in the neighborhood stating that the values of homes in this area have held or increased with #5 Crestview Lakes being sold in 2000 for \$195,000.00 then more recently in 2007 for an increased price of \$243,000.00. She said #7 Crestview Lakes sold in 2003 for \$200,000.00 and again in 2013 for \$300,000.00. She said a zoning change would negatively affect the home values of the properties adjacent to the proposed lots and then have a domino effect into the neighborhood.

FALKE said some people support limited commercial zoning in some areas due to the run-down condition of the homes and the cost to repair those homes being "prohibitive" and that a better option is to put in new commercial businesses to revitalize the area. She said that is obviously not the condition of their adjacent residential neighborhood and they do not want an increased area for commercial businesses. She said since there is no appropriate buffer such as a street between the proposed rezoning and adjacent properties, any development would back right up to

those residences. She mentioned that a young couple just moved into #2 Crestview Lakes and that it would be a tragedy to have purchased the property specifically for the beauty and privacy in the area to find out that efforts are being made that will change those very things.

FALKE said there is already gas, grocery, pharmacy and other commercial conveniences within a mile or less of the proposed zoning change including a large amount of businesses within the next two miles. She emphasized that the neighborhood does not require nor desire any more commercial spaces any closer than they already are.

FALKE said they discovered this gem in northeast Wichita and love the "country in the city" feel from the serene park-like neighborhood. She said the surrounding area has many wonderful bodies of water that extends this feeling well beyond the borders of their private commons lake area. She said introduction of additional commercial space will intrude on the park-like setting of this unique subdivision. She said because of the nearby watershed and wildlife preserve, commercialization of the area, with the potential of added environmental impact, will have a detrimental effect on wildlife. She said development of this corner would most likely involve clearing all or most of the large established trees and surrounding landscaping, intruding on the wildlife and waterfowl habitat and increased traffic puts those animals at greater risk. She said in addition, the introduction of potential underground gasoline storage tanks greatly increases the risk of contamination of the area. She said allowing a zoning change of this type would not promote and protect the preservation of this unique residential area of the city.

FALKE said a rezoning would cause increased security concerns from foot and vehicle traffic with people potentially ignoring the private drive signs and encroaching on the neighborhood private commons area. She said there is the likelihood of the necessity of increased police support and the cost that accompanies that. She added that the fact that there is no buffer area between the proposed development and adjacent residential lots increases the chance for attempted access to those residences.

FALKE mentioned the potential unauthorized increase in vehicle traffic from autos or heavy delivery trucks entering the private road causing additional wear and damage to a road that the city does not maintain. This in turn will cause a financial hardship on the residents for repairs or modifications to try to stop the intrusion.

FALKE said commercial development of the property could cause additional water drainage and runoff issues in the neighborhood with water draining off asphalt or concrete parking areas rather than soaking into the present grassy and landscaped areas causing increased drainage into the neighboring yards with the potential of harmful petrochemicals being carried in.

FALKE concluded by saying if the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future. She said she has received a copy of the staff report recommending that the zoning request be denied and appreciate the inclusion of the protective overlays requested if that recommendation is dismissed. She said the neighborhood would strongly request some additional protective conditions that there are no apartment buildings considering that apartment complexes in the area are not 100% rented, no businesses open later than 9:00 p.m., no alcohol or tobacco sales, no business that plays loud music through a public address system or allows live music to be performed or consists of any type of outdoor seating or gathering, or has gasoline sales. She asked that people from the

neighborhood at the meeting stand to show their agreement and support of the concerns and information she presented.

WARREN asked for the exact locations of properties that have sold in the area.

GREG FERRIS, 144 S. BAY COUNTRY COURT said he was present to speak as a family friend. He said this is the corner of a major intersection and in Wichita; citizens are used to major intersections being commercial. He said the private drive will have no use for any commercial development. He said the drive is too far away from the property, there is no access to the property and; therefore, no reason for anyone to use the neighborhood private drive. He said he understands that the neighbors don't want commercial in their backyard but an adequate buffer would be trees, good screening and perhaps berms and he understands from the Staff Report and photographs that the applicant intends to do that. He mentioned development of the corner of Central and Tyler and how the neighbors were fearful that a car lot would have a terrible impact on their neighborhood; however, trees and berms were planted and that has co-existed for many years in an area that was once a wide open space. He urged the Planning Commission to consider the Golden Rules. He commented on the Staff Report with regard to the suitability of the property for which it is developed. He said the property has been on the market for over seven months with not a single offer as residential, and he said he believes it will remain that way for a very long time. He said to ask someone to hold a piece property for residential when it has been on the market for a great length of time is not fair. He asked the Commission if they would want to live on the corner of 21st Street and Oliver with the kind of traffic that is present. He said it was appropriate for residential when it was developed on a two-lane road, but now that it is a major arterial it is no longer appropriate. He said commercial property does not negatively affect property values and does not have an impact on residential properties in the area. He mentioned a commercial development near his own residence that had no impact on property values. He said as far as conformance to the Comprehensive Plan, he said the Plan recommends development of commercial near arterial streets and this is on arterial streets. He mentioned noise remediation at the site and development of commercial in compact clusters noting the strip center across the street. He said this meets the requirements of the Comprehensive Plan in some regards and doesn't in other regards. He concluded by saying that he thought this was a "no brainer" when you see what is there now, what is around the location and what they want to develop, it makes sense.

CHRISTINA UNREIN, #7 CRESTVIEW LAKES ESTATES said she was brand new to the neighborhood and she didn't know if she and her husband would have even considered buying a home there if they knew this development was going to take place. She mentioned research they did with the Wichita Police Department before buying and said they were informed that this is a section that is not affected by the bad stuff surrounding the area because of the design. She mentioned that she is a planner by trade and that they also reviewed the Comprehensive Plan which indicated that this area was supposed to be residential in the future. She said she felt the City would stand behind the Plan and keep the neighborhood the way it was. She said she also looked at the covenants that indicated that only single-family residential is allowed in the neighborhood. She mentioned another neighbor who just moved in last month that has a goat. She said she bought that lot to be in town but with a country feel. She said the neighbors do not want a Quik Trip in their backyard. She said the neighborhood association is against this and said she would list the reasons.

UNREIN said the home is occupied and she knows this because she delivers the association newsletter. She commented on the huge commercial sign on the lot, which may be one of the reasons the property is not selling. She also mentioned the price of the property and said the building is run down. She said there are lots of ways to justify why you can't get rid of a property if you are not being reasonable. She said the rezoning would increase intrusion into the privacy of neighbors' backyards, commercial lights, extended hours of operation, increased litter, offensive odors from gasoline and food waste, trash and noise. She said the neighbors like to hear the sound of nature because the neighborhood is set up in a park-like setting and they enjoy that. She said people say the private road won't be used, but people use it now to turn around because they miss something. She said more and more people are going to be using the neighborhood private drive that the association maintains. She mentioned the Staff Report and the fact that the right-of-ways are not wide enough so there will need to be work done on the roads, which has the potential of requiring that some of the nice old trees be torn out. She said the trees divide the neighborhood from the high traffic areas. She said the neighborhood is also concerned about additional curb cuts and more walkers and bikers from WSU and people in wheelchairs from the Timbers and additional signs and clutter.

UNREIN concluded by mentioning the phrase "highest and best use of property" and said this country works as a society and what is the highest and best use for society overall. She said if the developer wants to help the community go across the street and buy the commercial properties that are blighted. She mentioned the parking on the site plan, building, and drive through and said she doesn't understand how the applicant can provide 90% greenery at the site.

TONY STEPHENSON, 2550 N. PERSHING said he understands people's concerns about zoning where they live, more clutter and people using the small road. He said he doesn't see where this property would cause anyone to drive down the private street. He said he has children who attend WSU and every time there is a football or basketball game any of the primary convenience store/gas station locations are about one mile in either direction. He said neither of those locations are in the best upkeep themselves. He said he worries for his kids when they go to those locations late at night to buy gas or soda. He said if the developer was to put something well-known and established like a Quik Trip, it will not be run down like the other stations and convenience stores around the area. He said he and his wife travel to Dillons or another quick shop more than two miles away if they have to buy something at night. He said he believes a development at this location would be more upscale and a nicer place to visit after dark. He concluded by saying he thought this was a nice idea.

JAMES ROSEBORO, 4518 GREENBRIAR, PRESIDENT, NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION which he said includes both Willow Lakes and the Crestview Homeowners Associations. He said he is fully in support of the testimony he has heard today in opposition to this rezoning request. He thanked Mr. Gooch for everything he has done for the 21st Street corridor. He mentioned the Grove development located a mile north that destroyed wildlife, wildlife habitat and trees in the area. He said this area at 21st Street and Oliver is one of the last areas of respectable, upscale homes in the Northeast Heights neighborhood area and he would hate to see that destroyed. He said moving in a Quik Trip or pharmacy will have a detrimental effect on the neighborhood. He mentioned the commercial area across the street and said since two of the major stores left nothing has gone in there to fill the area. He said if the same chain brings in a store with gas tanks and it doesn't work at the location, the neighborhood will be stuck again. He said he is against this proposal and he has

not talked to anyone in the neighborhood that is for it. He said this is a pristine area with the lakes and the property upkeep and they would like to see it stay that way.

KAPLAN said he can't count the number of times he has obtained zoning over neighborhood protests that they don't need and will not use the services only to see after the location is developed the people lined up outside a building because there is a sale on plants or something else. He said he can't take those comments about not using the services seriously. He said these companies he is dealing with (the pharmacy and convenience store) do market studies and know what their markets are. He said these studies are never very far off target. He mentioned the comments about the development being a detriment to neighboring property values. He asked the Planning Commission if anyone has ever presented documentation to show a detrimental value on neighboring properties from a commercial installation/development. He said he has never been furnished any data one way or the other on the issue. He said no one knows. He mentioned the boarded up house at the other location mentioned in previous testimony and said there could be 101 factors why the house was boarded up. He asked how in the world someone can assume the owners left because of construction of a convenience store. He said he would prepare and file a protective overlay with two uses only which were a convenience store/fuel stop and pharmacy. He said they will prohibit everything else which goes beyond the protective overlay that staff has suggested.

MOTION: To give the speaker one additional minute.

MCKAY moved, **MILLER STEVENS** seconded the motion, and it carried (11-0).

KAPLAN commented that the other points don't have validity or documentation such as the comments about environmental impact. He said the tanks would have to be removed. He said fuel storage tanks are highly regulated. He said a national chain is not going to walk away from a facility and violate State or Federal regulations so that is not a legitimate objection. He said this fits with the Comprehensive Plan which recommends that commercial development avoid strip centers and interior roadways and locate on arterials. He said there is nothing they are proposing that isn't appropriate.

G. SHERMAN asked if the convenience store would include a car wash.

KAPLAN said not at this time according to the paperwork that he has. He said if that is a preferred prohibition, put it on the protective overlay list and applicant will accept the condition.

B. JOHNSON said apparently staff has just seen the site plan rendering and proposed uses on it. He asked if that changed staff's recommendation.

MILLER said staff would still recommend denial; however, if the Planning Commission decides to approve the request, staff would modify the proposed protective overlay to indicate that the following two uses are permitted at the site, those being a convenience store with fuel sales and a pharmacy/drug store and whatever else the Commission feels is appropriate.

WARREN asked the question if this was a vacant lot and you were starting from scratch, would you consider putting residential at this location. He commented that there is institutional, a church, catty corner from the location, commercial across the street and a golf course across the

street. He said in his mind this is a horrible location for any kind of residence. He said the nature of City's change as they grow and this is one of those instances where it is time for a change. He mentioned several concerns such as lighting and how to diminish the effects on the surrounding residents, how high should the berm be and what type of buffer should be on top of the berm to protect the residents, establishment of the protective overlay to limit the uses to the two options mentioned by the applicant, water runoff from the site and how to insure that does not affect ponds in the area. He said changing the zoning will very likely decrease use of the private drive so he doesn't see that as a problem because the parking lot will have large entrances and people will not want to turn around on a busy street.

MILLER referred to Item G of the Staff Report which he said was standard language regarding parking lot lighting to be a maximum of 15 feet within 200 feet of residential as well as being shielded and directed downward.

WARREN commented that 200 feet seems like a lot.

MILLER commented that according to GeoZone the property is 300 feet wide. He said standards above 15 feet would be allowed within the first 100 feet right off the corner or he said the Commission could require 15 feet for the entire property. There was discussion concerning the slope of the berm being manageable. He said staff was recommending a 25-foot setback which is the maximum compatibility setback allowed by the City Code based on the width of the property. He said the Commission could set that at 35 feet if they feel that is more appropriate.

WARREN asked how high the berm could be with a 25-foot setback.

MITCHELL gave the formula and indicated for a five foot berm, you would need a 50-foot setback.

DENNIS asked the first speaker (**STEVE FALKE**) if he was going to attend the neighborhood meeting this evening and if the Planning Commission deferred the request, does he think that something will come out of that meeting that will change his mind about the proposed development.

FALKE said he planned on attending the meeting; however, the homeowners in the Crestview Lakes Association are unified in wanting denial of the zoning request.

DENNIS asked what about if the Commission approved a large berm with a masonry wall and lighting shielded off the site.

FALKE said he can't speak for the homeowners.

WARREN asked if Mr. Falke if he would recommend it.

FALKE said he would not recommend it.

DENNIS asked the President of the Northeast Heights Neighborhood Association (**JAMES ROSEBORO**) if he thinks the residents might change their mind or if an agreement could be reached between the neighborhood association and the developers.

ROSEBORO said he can't speak for everyone but he hasn't talked to anyone that is in favor of the zoning change. He said he did not foresee an agreement happening. He said more questions have been raised at today's meeting that need to be addressed at tonight's meeting.

MOTION: To approve subject to staff recommendations including revised lighting, berms as shown on the site plan rendering and protective overlay proposed by the applicant.

WARREN moved, **B. JOHNSON** seconded the motion.

MITCHELL said he has not heard anything that the property cannot continue to be used with the zoning that is there now. He said because the house is run down and not well maintained is not a reason to change the property to commercial.

G. SHERMAN said with the current configuration he would not want to live on that corner but that fact alone is not a reason to put limited commercial at the location. He mentioned possible office uses. He said he can't think of a worse business to be next to the neighborhood than a convenience store. He said when the four-corner zoning was done all around the City there were other uses that were more compatible between commercial and residential.

DENNIS said he would hate to live in the residence right behind the property. He said he hoped to hear that the homeowner and neighborhood representatives would listen and possibly come up with a solution that was satisfactory to the applicant, the neighbors and the Commission. He said he hasn't seen a compelling reason to approve the request because the homes right behind it will be subject to a lot of problems. He said he would have preferred to defer the case, but he said he won't be voting in favor of the motion.

MCKAY mentioned the commercial property across the street and the Quik Trip down the street. He said the commercial development mentioned at Central and Tyler was a completely different deal with commercial development on all four corners.

SUBSTITUTE MOTION: To deny the application.

MCKAY moved, **MITCHELL** seconded the motion and it carried (7-4).
ANTHIMEDES, GOOLSBY, B. JOHNSON and **WARREN** – No.

**EXCERPT MINUTES OF THE JANUARY 21, 2014 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00021 (referred back from City Council) – Markland, LLC; Ulysess Gooch (applicants)/Robert W. Kaplan (agent) request a City zone change from SF-5 Single family Residential to LC Limited Commercial on 2.93 acres on property described as:

Lot 11, Block 2, in Crestview Lakes Addition to Wichita, Sedgwick County, Kansas AND .065% interest in and to the drives, lake and park areas lying in Crestview Lakes Addition.

AND

Lot 12, Block 2, in Crestview Lakes Addition to Wichita, Sedgwick County, Kansas AND .065% interest in and to the drives, lake and park areas lying in Crestview Lakes Addition.

BACKGROUND: This application was originally submitted as a request for LC Limited Commercial (LC) zoning, was reviewed by the planning commission on September 26, 2013, and received a recommendation of denial. At the City Council hearing of January 9, 2014, the City Council voted to return the application to the planning commission for reconsideration. Since the City Council hearing, the applicant has modified the request, as described in the paragraph below. The majority of the original staff report is still pertinent to the revised application; therefore, most of the original staff report has been retained. Modifications or additions to the original staff report are italicized.

The applicants are seeking LC Limited Commercial (LC) zoning, *subject to a protective overlay that limits the site's uses to a drug store/pharmacy and uses permitted by-right in the NO Neighborhood Office (NO) district* for two platted lots (Lots 11 and 12, Block 2, Crestview Lakes and addressed as 11 and 12 North Crestview Lakes Drive) located northwest of the intersection of East 21st Street North and North Oliver Avenue. The subject lots are currently zoned SF-5 Single-family Residential (SF-5), are developed with single-family residences (built in 1946 and 1953) and contain a total of 2.93 acres. Combined the two properties have approximately 445 feet of frontage along North Oliver Avenue, and 290 feet of frontage along East 21st Street North. The application area has street access to North Oliver Avenue and to East 21st Street, not to the interior local serving streets – Crestview Lakes Drive, North Belmont Avenue or North Fountain Avenue – that serve the majority of the area's residential lots.

Located immediately north and west of the subject property are SF-5 zoned single-family residences located on approximately two-acre lots. In fact, the much larger area located farther north and west of the application area is developed with single-family residences located on lots ranging in size from two-plus acres to approximately 11,000 square feet. The homes in the larger residential neighborhood located north and west of the application area appear to be well-maintained. The Crestview Lakes Addition has a park-like setting with water features and open space, which probably has contributed to the homes having maintained market value.

Located east across North Oliver Avenue is a mostly zoned LC University Plaza commercial-retail sales center, subject to the development standards contained in Community Unit Plan (CUP) DP-8. Part of the CUP is zoned SF-5 with a variance to permit non-residential that supports the retail center. Southeast of the application area, south of East 21st Street North and east of North Oliver Avenue are two SF-5 zoned churches. East of the Unity Church that is located at the southeastern corner of the intersection of East 21st Street North and North Oliver Avenue is property that is zoned LC. South of the subject property, at the southwest corner of the intersection of East 21st Street and North Oliver Avenue, is Wichita State University's 123-acre golf course that is zoned SF-5 subject to the U University District (U) overlay. The U overlay district limits development to uses typically associated with institutions of higher learning, such as: classrooms, dorms, athletic facilities, laboratories, libraries, museums, parking and other facilities typically associated with institutions of higher learning.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. The LC district permits 66 uses by-right; selected uses permitted by-right in the LC district include: single-family, multi-family, assisted living, group residence, community assembly, hospital, nursing facility, bank, convenience store, hotel/motel, medical service, office, restaurant, personal care service, personal improvement service, general retail sales, limited vehicle repair and agricultural sales and service. *If the requested amendment is approved, the only LC use permitted would be a drugstore or pharmacy.* Building setbacks are established by the standards required by the LC district or by separate compatibility standards that override the zoning district standards, and are as follows: front (East 21st Street North) 20 feet; street side (North Oliver Avenue) 10 feet; rear (north property line) 25 feet (compatibility setback) and interior side (west property line) 25 feet (compatibility setback). Building height is limited to 43 feet (compatibility height) even though the LC district permits building height of up to 80 feet or higher with additional building setback. Dumpsters and refuse receptacles are required to be located a minimum of 20 feet from the north and west property lines. Light poles are limited to a maximum of 15 feet in height, including the base, if located within 200 feet of SF-5 zoning unless a lighting study has been prepared that demonstrates light will be contained on-site, and cutoff fixtures are required to minimize light trespass. The LC district permits larger, taller and a greater number of sign types than signage permitted in SF-5 district, including: building signs up to 400 square feet, ground or pole signs up to 300 square feet in area and 25 to 35 feet tall, portable and possibly off-site billboard signs. Single-family residences generate approximately 10 average daily vehicle trips whereas retail uses in a shopping center can generate approximately 42 average daily trips per 1,000 square feet of floor area. If the site were developed at 30 percent coverage, 38,289 square feet of floor area could be developed on the site. At 42 average daily trips, 38,289 square feet of floor area could generate 1,608 average daily trips. Convenience stores during the p.m. peak period can generate an average of 97 daily vehicle trips per 1,000 square feet of gross floor area. A drug store during the weekday can generate 88 average daily vehicle trips per 1,000 square feet of gross floor area. Zoning screening is required along the common property line where property that is zoned for nonresidential uses abuts SF-5 zoned property (north and west property lines). Zoning screening can be provided by a six-foot tall fence, landscaping thick enough to provide a solid screen year-round, earth berms or some combination of the three. The Landscape Ordinance will require one tree to be planted every 40 feet where zoning screening is required. New parking lots are also required to be landscaped when located within view of streets.

The NO district was established to accommodate very-low intensity office development and other complementary land uses that are generally appropriate near residential neighborhoods. Selected uses permitted by-right in the NO district include: single-family, duplex, group home, church, limited and general day care, library, park, minor utility, automated teller machine, medical service and general office. Minimum lot area requirements are: single-family and nonresidential uses, 5,000 square feet; duplex and multi-family (maximum of 14.5 dwelling units per acre), 3,000 square feet. Setbacks in the NO district are: front, 20 feet; rear, 10 feet; interior side, zero or five feet; street side, 15 feet. Maximum building height is 35 feet. The NO district also stipulates that no individual commercial use that is permitted by-right or as a conditional use can exceed 8,000 square feet gross floor area.

CASE HISTORY: Crestview Lakes Addition was recorded in 1940.

ADJACENT ZONING AND LAND USE:

North: SF-5; large-lot single-family residential
South: SF-5; WSU golf course
East: LC, SF-5; commercial-retail sales center; church
West: SF-5; large-lot single-family residential

PUBLIC SERVICES: The intersection of East 21st Street and North Oliver Avenue carries an average daily traffic volume of 16,656 to 25,853 vehicles. East 21st Street North and North Oliver Avenue are paved four-lane arterial streets with left-turn lanes at the intersection. Where East 21st Street North and North Oliver Avenue abut the application area there is only 40 feet of half-street right-of-way, which does not meet current minimum right-of-way standards. The current right-of-way width for arterial street intersections is 75 feet and 60 feet otherwise. The intersection of East 21st Street at North Oliver is signalized in all four directions. All publicly supplied utilities are available or can be extended to serve the site. *Drug store/pharmacy uses generate approximately 88 average daily trips per 1,000 square feet of gross floor area. An 8,000 square-foot pharmacy or drug store could generate 704 average daily trips per day. Office uses generate approximately 11 average daily trips per 1,000 square feet of gross floor area or approximately 421 average daily trips if the site were developed at 30 percent of its gross area.*

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Applicable commercial location guidelines contained in the “1999 Comprehensive Plan Update” state, in general: 1) commercial sites should be located near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic; 2) commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses and 3) locate commercial uses in compact clusters or nodes versus extended strip developments. The Comprehensive Plan also contains a goal statement, Goal XI that the City should develop, conserve and revitalize housing and neighborhoods that will provide safe, decent, marketable and affordable conditions for all residents. The Comprehensive Plan also contains an objective to “minimize the detrimental

impact of higher intensity land uses and transportation facilities located near residential living environments.”

RECOMMENDATION: From a zoning standpoint, the intersection of North Oliver Avenue and East 21st Street North is somewhat unusual in that only one of the corners is zoned LC; the other three corners are zoned SF-5. Many, if not most, properties located at arterial street intersections throughout the city have been rezoned to LC or some other non-SF-5 district. However, the fact that the intersection of East 21st Street and North Oliver Avenue has three SF-5 zoned corners with single-family residences, a neighborhood scale church and a university golf course gives the intersection a feel more like a neighborhood than a commercial area. Based upon the information available at the time the staff report was prepared, it is recommended that the *amended* request be denied.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties located north, west, south and southeast are zoned SF-5, and are developed with low-intensity uses such as single-family residences, university golf course and churches. Properties located east of the site are zoned SF-5 and LC, and are developed with retail uses. Land located west of North Oliver Avenue has a low intensity and/or park-like feel because of the large-lot single-family residences and associated neighborhood open space. The golf course also adds to the low-intensity feel of the land located west of North Oliver Avenue.
2. The suitability of the subject property for the uses to which it has been restricted: The subject properties are zoned SF-5, which permit single-family residential uses plus a few other institutional, civic or public uses typically found in residential neighborhoods. The properties are developed with single-family residences that appear to be in reasonable repair and should have continued economic value as currently zoned. County appraiser data indicates the two residences are valued, for tax purposes, at \$168, 200 and \$201,400.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request will introduce LC *zoning* into the East 21st Street North mile segment located west of North Oliver Avenue and east of North Hillside Avenue. Currently, there is not any LC zoning on either side of East 21st Street North between North Oliver Avenue and Hillside Avenue. There are significant areas of LC zoning located along East 21st Street North, east of North Oliver Avenue, and west of North Hillside Avenue. The LC district permits a much larger number of more intense uses than SF-5 district, including multi-family residential, office and retail commercial uses not requiring significant amounts of outdoor storage or display. The LC district permits building heights up to 80 feet and higher with larger than minimum required building setback; however, compatibility height setbacks would limit building height to 43 feet. Approval of the request will place more intense uses next to large-lot residential uses. *The amended application is more sensitive to the larger neighborhood in that it limits LC uses to a drug store or pharmacy and NO uses. However, compared to the SF-5 district, the request places nonresidential uses and the potential negative impacts in close proximity to economically viable residential uses. Drug stores and pharmacies can operate 24 hours per day/seven days a week and have drive-thru services with outside speakers and commercial lighting.*

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial would presumably represent a loss in increased economic return compared to selling the properties at SF-5 rates. Approval would increase the number of LC zoned lots available for development.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Applicable commercial location guidelines contained in the “1999 Comprehensive Plan Update” state, in general: 1) commercial sites should be located near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic; 2) commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses and 3) locate commercial uses in compact clusters or nodes versus extended strip developments. The Comprehensive Plan also contains a goal statement, Goal XI that the City should develop, conserve and revitalize housing and neighborhoods that will provide safe, decent, marketable and affordable conditions for all residents. The Comprehensive Plan also contains an objective to minimize the detrimental impact of higher intensity land uses and transportation facilities located near residential living environments.

6. Impact of the proposed development on community facilities: At 40-feet, the half-street right-of-way widths located along the application area are substandard. It is almost certain that if the site is rezoned, the property will convert to uses more intense than single-family residences. More intense uses will generate increased numbers of vehicle trips on substandard street right-of-way.

If the MAPC feels the request is appropriate, the application should be subject to the following “protective overlay:”

- A. *Although the site is zoned LC, the only LC use permitted is a drug store/pharmacy; all other uses are limited to those allowed by-right in the NO district. ~~Uses permitted shall be limited to the following LC Limited Commercial zoning district uses: single-family residential, duplex, multi-family, assisted living, day care limited, day care general, government service, safety service, animal care limited, automated teller machine, bank or financial institution, convenience store, funeral home, medical service, monument sales, general office, personal care service, personal improvement service, restaurant and general retail provided the restaurant does not exceed 2,000 square feet and does not provide drive-thru or in-car service and no general retail use that exceeds 8,000 square feet in size). The following office uses are is specifically prohibited: retail liquor store, nightclub in the city, drinking establishment or tavern, entertainment establishment, pawnshop or business that accepts vehicle titles or other property as security for loans and drive through services except for banks and pharmacies. All buildings within the subject property shall share a uniform architectural character, color and same predominate exterior building material. The building walls shall not utilize metal as a predominate exterior façade material.~~*

- B. Landscaped street yards, buffers and parking lot landscaping/screening shall utilize a shared palette of landscape material, and shall comply with the City of Wichita Landscape Ordinance unless modified by another provision of this Protective Overlay.
- C. A landscape plan shall be prepared for the above referenced requirement, and shall indicate type, location and specifications for all plant materials.
- D. Zoning code required screening located along the north and west property lines shall be a masonry wall, a 15-foot wide evergreen landscape yard with plant materials not less than six feet in height and spaced close enough to provide an opaque living wall or earth berm, or some combination of the three, shall be installed. Occupancy permits shall not be issued until a landscaping and screen plan has been approved by the Planning Director. *Landscaping shall be installed prior to occupancy.*
- E. The applicant shall dedicate sufficient right-of way to create half-street widths of 75 feet at the intersection tapering down to 60 feet elsewhere along the site street frontages, per City right-of-way width standards.
- F. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps). All lighting shall be shielded to direct light in a downward direction and directed away from residential areas. Light standards, including the base, shall not exceed 15 feet in height when located within 200 feet of residentially zoned property.
- G. Building setbacks shall be 25 feet along the north and west property line.
- H. Maximum building height is limited to 35 feet.
- I. Rooftop mechanical equipment, trash receptacles, loading docks and loading areas shall be screened from ground level view, and said screening is required to match or be similar to the building façade.
- J. *If the site is developed with a drug store or pharmacy, § signage on the lot containing the drug store/pharmacy is limited to that permitted in the NR zoning district. Lots or parcels developed with NO district uses shall be limited to signage permitted in the NO district. Billboard and/or off-site signage is prohibited.*

DALE MILLER, Planning Staff presented the Staff Report.

G. SHERMAN asked if banks and/or banks with drive-thrus are allowed in Neighborhood Office NO zoning.

MILLER said ATM's are allowed, however, he would have to refer to the Unified Zoning Code (UZC).

G. SHERMAN asked if there were any physical restrictions on the "hard" corner directly east of the proposed location.

MILLER said he would have to review the Community Unit Plan (CUP); however, he added that the corner is the high point of the area and the property drops off from there so there is no level view of the rest of the shopping center.

BOB KAPLAN, 301 NORTH MAIN STREET, SUITE 1600, AGENT FOR THE APPLICANT said he believes the Staff Report is rather contradictory because it admits that most arterial intersections are zoned for commercial use, which the Commission is aware of. He referred to previous Commission action back in the 1970's where with one motion every corner with 6 acres was zoned LC Limited Commercial. He said that was what was accepted and it is as

true today as it was then. He said staff notes that 25,000 cars a day pass by the front door at the intersection, but nevertheless they maintain the location has a neighborhood feel. He said 25,000 plus cars is not a neighborhood feel; it is commercial. He said Mr. Gooch and Mr. Marks want to accommodate the neighbors concerns, avoid conflict and be good neighbors. In addition he said they would like to avoid court intervention to resolve the matter. He said consequently he filed an amended application on the site for NO only. He said he would like to discuss the possibility of a drugstore. He commented that he had attended a neighborhood meeting, City Council meeting and is familiar with the problems as the neighbors perceive them which are the convenience store and gas station. He clarified that the applicants are no longer asking for a convenience store or fuel stop. He said they now request only NO subject to development standards in the NO zoning district. He commented most NO usually consists of doctor's offices, medical offices, accountants, lawyers and sales representatives but no retail. He said he reserved drugstore because several people at the neighborhood meeting he attended indicated they would support a pharmacy or drug store operation at the location. However, he said if the pharmacy is a problem for the Commission; the applicants will drop that proposal and request straight NO zoning.

KAPLAN commented that the rule of law is that real property can be appraised and valued at its highest and best economic and advantageous use. He said they are trying to do that and are not going to develop this location as residential. He commented that the Commission is not neighborhood complaint driven but are land use and land use planners. He said unfortunately governing bodies are neighborhood complaint driven. He said this is not a residential location. He said these houses were built in 1946 and 1953. He said the neighborhood then is not what it is today. He said when the homes were built; the southeast corner of Oliver and Central was way out in the country. He said these two homes are not going to sell. He said they would be marketable if they were seriously and significantly discounted. He asked who was going to buy a property to remodel or build on an intersection with this kind of traffic. He concluded by saying they would like to have a drugstore, but if that was not possible, they will go with NO zoning. He said all conditions set by staff are acceptable including screening and other development restrictions. He said the applicants would like to get this rezoning done without court intervention.

RIP GOOCH, 12 CRESTVIEW LAKES ESTATES said he owned part of the property requested to be rezoned. He said they think it meets the guidelines to be rezoned. He mentioned community feelings on the matter. He said this property was first developed across the street from Crestview Country Club. He said they were nice homes when he moved there 30-40 years ago. He said he is one of only three people that have resided there during this entire time. He said about 80 % of the property has changed owners at least 3 times since he has been there. He said he bought the property for a home and that there were lakes for swimming and fishing docks. He said there was a beautiful inside arrangement in the neighborhood for use as recreation. He said they now have two mud ponds with ducks and geese which are not very attractive. He said turnover of the properties is because some of the amenities have gone down. He said there is also high traffic in the area because of improvements along 21st Street and the north end that have occurred since he has been there. He said he wanted to explain the changes in the area so the Commission could understand what has come about. He said he has spent approximately \$150,000 on improvements to his property; however, he could probably only get \$200,000 for it and it is one of the better pieces of property in the area.

MOTION: To give the speaker one additional minute.

J. JOHNSON moved, **D. SHERMAN** seconded the motion and it carried (12-0).

He said he has given 15 years of his time and effort to the City of Wichita and State of Kansas. He said any wealth that he has accumulated is tied to that particular piece of property. He said people have offered to buy the property for several times the amount he could sell it for as residential. He said since this rezoning request has been delayed, they don't know what the potential for the property is. He said he made many decisions based on merit and he believes this property merits being rezoned. He said after living there for 40 years he has the right to get the best value for his property that he can.

CHRISTINE UNREIN, 7 CRESTVIEW LAKES ESTATES said the reason the City Council sent this back to the Commission is that they wanted the people requesting this zone change to come out to the neighborhood and work with them. She said the neighbors didn't receive one phone call, there has not been one meeting and the neighborhood didn't even know what the applicants were going to submit until this meeting. She said the applicants are not working with the neighborhood. She referred to the Protest Map and said over 40 households submitted Protest Petitions against the proposed rezoning. She mentioned that this area was supposed to be left residential according to the Wichita-Sedgwick County Comprehensive Plan. In addition, she said the Central Northeast Area Plan suggests maintaining open space and residential areas along the 21st Street Corridor. She also mentioned the 21st Street Revitalization Plan. She said people put their time and effort into these plans and the plans were put in place to maintain the area and guide future development.

UNREIN said she paid \$300,000 for her home and that is her nest egg also. She said she thinks giving the applicants commercial zoning that might spread through the neighborhood is unfair to the other homeowners. She mentioned the underutilization of the commercial property across the street. She mentioned that the Hobby Lobby one mile away moved to K-96 and that there was 50,000 square feet of space at that location that needs to be utilized. She said she called the property owners and they said they would be willing to break the space up into 10,000 square foot pieces for lease as retail and office. She said as far as some people wanting a pharmacy, when the idea was presented for a pharmacy it was not specified that it would be at this corner. She asked why can't the pharmacy be located across the street. She mentioned the "Golden Rules" and said that is what the Commission should use to make their decision. She commented that the applicants say they can't sell the properties but they have not listed them on the Multiple Listing Service (MLS). She said she knows this because several people might be interested in purchasing the properties and keeping them residential. She said the neighbors don't want to go the legal route either; however, the deeds on the properties have a restrictive covenant that the properties can only be used for residential. She said you can't change the deed after you buy the property.

UNREIN mentioned that this was an arterial, but just because corners have been commercial that doesn't mean the Commission should do the same thing on this corner. She said three of the corners at this location are zoned SF-5, one with a church and one with a golf course, but they are still zoned residential.

STEVE FALKE, 3 CRESTVIEW LAKES ESTATES, PRESIDENT, CRESTVIEW LAKES HOMEOWNERS ASSOCIATION said he has been spearheading the opposition to this application. He said he has lived in the neighborhood since 2006. He mentioned the Planning Commission meeting in fall where he spoke on this issue which is a matter of record. He said one thing planners must do with the City is be good custodians and stewards of the land. He said one of the things they value in that neighborhood is the neighborhood feel. He said that neighborhood feel has largely been lost around the rest of the City. He said there is plenty of commercial property in the area. He said approving the application to rezone will create a detrimental effect to the neighborhood and would be a domino that would tumble and the neighborhood would end up like a lot of other neighborhoods in the area.

DENNIS (and the rest of the Commission) mentioned the e-mail he received from Mr. Falke as ex-parte communication. He asked how the neighborhood association felt about NO zoning on both pieces of property.

FALKE said their neighborhood and homeowners association has been pretty clear that they want to retain SF-5 residential zoning.

G. SHERMAN asked about the restrictive covenants limiting development to residential.

FALKE said the HOA restrictive covenants limit the properties to residential uses.

CHARLIE RIVERA, 2401 N. PERSHING, PRESIDENT, WILLOW LAKES HOMEOWNERS ASSOCIATION said there are 31 homes in the association and a significant amount of homes face Oliver. He said they are concerned about the rezoning request because this may precipitate other rezoning requests along the corridor. He commented that the ponds are stocked with fish and there is wildlife and ducks and geese in the area. He said he has lived in the area since 1988 and that he is originally from New York so he knows about urbanization. He said they have made an extensive commitment and additions to their home. He said you make money on real estate when you buy it, not when you sell it. He said his home was recently valued at twice as much as they paid for it probably because of the upkeep, maintenance and landscaping they have done. He admitted that the lots on the corners are in highly trafficked areas and he can sympathize with that; however, there are other areas with similar communities. He said he hoped the Commission would rule favorably and consider the long term residents in the area.

GREG FERRIS said he doesn't represent the applicant or agent but is speaking as a family friend and was asked to come and share some points of view that he might have. He said one of the items the Commission needs to consider is the claim that a commercial corner automatically devalues the surrounding residential property. He said it's one thing to make that statement but it's another thing to provide information that documents or doesn't document that as fact. He provided a handout that was research he did on property values in close proximity to the intersections of Central and 119th St., 135th St. and Maple St., 13th St. and Ridge Rd. and Maple St. and Tyler Rd. which are developed as commercial. He said he compared home prices in areas immediately adjacent to the intersections in 2005 and 2013 against properties within 1,000-1,500 feet of the commercially zoned areas and that he did not see any difference in the values of those increases. He said the Wichita-Sedgwick County Comprehensive Plan states that commercial development should be limited to corners which would eliminate the concern of

Oliver being stripped out for commercial use. He mentioned that he understood the long-term plan for the university included development of the golf course into neighborhood office. He said the facts are that neighbors don't want commercial next to them, but the truth is that well developed commercial property that is landscaped, bermed and/or screened does not impact property values. He said the City has developed corners this way in many areas. He said he believes this corner is appropriate for commercial.

J. JOHNSON (Out @2:15 p.m.)

KATE NEILSEN, 2 CRESTVIEW LAKES ESTATES said she lives west and adjacent to the house on the corner. She said there was some discussion about who would want to rebuild and remodel the homes in the area and take care of them and that the neighborhood was in decline. She said they purchased their home in August and have every intention of working on it and bringing up its value. She said she will be directly impacted by this rezoning request. She said they moved to Wichita from the country and that this location was a compromise because it has a country setting. She said the way her house sits she doesn't see a lot of the traffic but if this proposed rezoning goes through it will be in her backyard and she will see it, hear it, and smell it every waking hour of every day. She said they came to this area to be in the City in as much of a peaceful place as they could find and that this proposal would disturb that. She mentioned that through this process she has met some amazing people in the neighborhood who are supportive of keeping the neighborhood strong and revitalized. She said these two properties are the cornerstone of the entire area and she fears letting them go may cause a domino effect.

GOOLSBY asked if someone approached her and asked about developing her property into commercial and offered to double her investment, would she be interested in that.

NEILSEN said she would not be interested because although they have only been there a few months, they have put so much into the property already. She said they are trying to make it into somewhere they will stay for a long time. She said they found out about the rezoning within two weeks of moving in and it was definitely not something they were planning on.

CRAIG TOLSON, 4 CRESTVIEW LAKES ESTATES said he lives adjacent to Mr. Gooch's property to the west. He said he has heard all of the arguments but he had a question about the changing of the proposal. He referred to page 4, the statement at the end of the paragraph after Case History regarding building height and square footage of floor area.

MILLER explained that the original proposal for LC zoning doesn't have limitation on gross floor area; however, NO zoning does have limitations on gross floor area which is 8,000 square feet. He said the applicant would have to ask for LC zoning for a drugstore because staff is assuming that a drugstore would be larger than 8,000 square feet. He said the PO applies to NO zoning if they don't develop the site with a drugstore. He said if the site is developed as a drugstore, LC standards would apply except for what is specified in the PO.

TOLSON asked what happens if the business fails and the drugstore doesn't make it. He asked what happens to the land, will it be another vacant area that the rules will change on and anyone wanting light commercial use can use it or will it have to wait until another pharmacy applies.

MILLER clarified that any approved zone change runs with the land. He said if the application is approved and the applicant builds a drugstore and it fails, redevelopment will be subject to the same uses and restrictions.

TOLSON requested that the Commission deny the request and ask the applicant to move across the street.

JULIA FALKE, 3 CRESTVIEW LAKES ESTATES said they have had several years of drought and the lakes have suffered because of that. She said the neighborhood has spent time and resources on the lakes which in reality are part of City's stormwater management system that the neighborhood maintains for the City. She said they have problems with fish and algae growth in the south pond because of all the gas and oil run off. She said they stock the ponds and do not have a dock by choice for liability reasons. She said this neighborhood is not an area that is in decline. She said as far as she knows all homes have gone up in value, it is a wonderful place to live and they wouldn't want to be anywhere else. She said there is a home on the southwest corner of 13th and Woodlawn that sold, another major arterial, and their solution was to build a fence. She said if you are going to sell a property as residential you have to make some effort to give it curb appeal. She said the neighbors want to maintain the residential area; that is what it is zoned and that is why they all bought homes there because they like that county in the City feel. She mentioned taking homes and turning them into LC zoning. She mentioned the shopping center across the street that has failed all these years, is run down and can't seem to keep tenants. She said the area has been unable to maintain an anchor and they don't want to take the risk on this proposal.

JAMES ROSEBORO, 4518 GREENBRIAR, PRESIDENT, NORTHEAST HEIGHTS NEIGHBORHOOD ASSOCIATION said he was present to voice the Northeast Heights NA's concerns about changing the zoning from residential to commercial. He said this may set a precedent and then this could happen to any corner in any neighborhood across Wichita and they don't need that. He discussed how the Oliver Development Committee tried to develop the east side of Oliver at 21st Street after the Dillon's and K-Mart closed in the 1990's. He asked why can't the applicants sell their homes and leave them single family. He mentioned the Grove and Metroplex and commented that he feels development will bring in crime. He said they have had problems with gatherings on the east side of the street in the empty parking lot. He said the area needs to be left residential. He said he does not want to see the area go commercial. He mentioned Shockerville and said they have tried to bring businesses into the area previously and couldn't. He said he thinks they should stick with the plan for development of the 21st Street Corridor. He said he is not against development but this area needs to stay residential.

JANET WILSON, 1152 N. ESTELLE, PRESIDENT, CENTRAL NORTHEAST AREA COUNCIL said poison with sugar is still poison and they feel this proposal will poison the atmosphere in the neighborhood. She said because of the success of WSU she believes the properties will command a greater value. She mentioned the 21st Revitalization Program that recommends that neighborhoods remain neighborhoods. She said the Central Northeast Area Council cannot recommend that the property be rezoned.

BONITA GOOCH, 2918 E. DOUGLAS, TCB PUBLISHING, OWNER/OPERATOR OF THE COMMUNITY VOICE said she has been working in the community for the last 17 years and what she hears over and over again in the community is that Wichita needs economic

development and services. She said they couldn't get anyone to come to these location years ago and finally people are interested. She said development of this corner will bring jobs to the community and encourage further development. She mentioned the ACT ICT process and the number one issue is jobs and economic development. She said the community needs jobs in northeast Wichita. She said anything at this corner will help develop the community. She said she does not believe that economic development automatically brings crime. She said she lives in the area and is pleased to finally have a Wal-Mart and Save-A-Lot. She said she would like to have more services and mentioned that there is no service station or drugstore along 21st Street. She said the readers of the Community Voice indicate over and over again that they want services in the community. She commented that living on Oliver is not the country atmosphere like living back in Crestview Lakes which is a nice little area. She said she wishes her dad's home was back there because living on Oliver is a totally different thing. She said there is commercial development along most of the major arterial intersections throughout the City. She mentioned the trash, oil, gas and snow piled up in the driveway and the bus stop near her father's home. She said this is just not a pleasant place to live. She said where her father lives is not like living on the little cul-de-sacs represented by most of the neighbors. She said that is not life on the corner of 21st Street and Oliver.

BILL WYNN, 934 N. CRESTWAY, MEMBER OF DISTRICT I ADVISORY BOARD said he worked 36 years at WSU so he is familiar with the corner. He said if they want more services in the area the northeast corner of Oliver and 21st would love to have development. He said it is already zoned commercial. He said they have a commercial corner in the area that has not been well used and hasn't attracted very many customers. He said that would be the corner to put more services on.

GOOLSBY asked Mr. Wynn if he had any insight on costs to develop the northeast corner.

WYNN responded no.

GOOLSBY commented these property owners would like to develop the northwest corner and the Commission has not heard from the owners of the northeast corner.

KAPLAN said with two minutes he did not have the luxury of responding to personal indictments or incorrect information. He asked the Commission to do what they knew how to do which was deal with land use issues. He said he will take care of the legal issues and legal concerns. He told the Commission that if there were any legal prohibitions to this request he wouldn't be wasting his time and his client's money trying to rezone property that they couldn't otherwise develop. He said he cannot imagine straight NO development impacting an entire subdivision. He said they continually hear how commercial development will impact property values and since he has been practicing land use he has never yet had anyone document the effect of development on residential one way or other. He said they withdrew the request for a convenience store and will withdraw the drugstore request not because of any legal requirement, lawful use or appropriate use but as a concession to the neighborhood.

MOTION: To give the speaker two more minutes.

G. SHERMAN moved, **GOOLSBY** seconded the motion, and it carried (11-0).

KAPLAN commented that there were some misstatements that hurt him. He said he was asked to go to a meeting and he went but said he couldn't make a presentation with all the vocal and frequent interruptions. He said it is impossible to make a presentation when people don't want to listen. He said to suggest that they don't cooperate or work with the neighborhood, although it has no effect or relevancy on the Commission's decision, is simply not true and the Commission needs to know that. He said as far as restrictive covenants; that is not within the Planning Commission's jurisdiction. He said if this couldn't be developed he would not waste his time and his client's money. He concluded by asking the Commission to approve the NO zoning and said he would like to save the drugstore use. He said the northeast corner has nothing to do with this application.

G. SHERMAN asked about approval of the NO zoning without the pharmacy. He asked if the applicants would still be looking for limited LC uses.

KAPLAN said he wanted to get something done here and his clients do not want court appeal; that is why they are willing to make so many concessions. He mentioned the NO district regulations and said they requested LC to accommodate the 13,000 square foot drugstore. He said they will give up the drugstore to try to get approval for something because it is not fair to leave the corner residential.

DENNIS asked if they agreed with the PO in the Staff Report.

KAPLAN said they accept that and the limit to NO uses. He added that they will provide twice the landscaping required.

D. SHERMAN mentioned body language said when the agent talks the audience shakes their heads, when the neighbors talk the agent and applicants shake their heads. He asked if the neighbors and applicants have talked about the issue enough and asked if one more meeting would do any good.

KAPLAN responded in his opinion no, but he would be willing to meet with the neighbors again.

D. SHERMAN said he wanted to put it on the record that the applicants and agent would be willing to meet one more time. He said he would ask Mr. Falke the same question.

KAPLAN suggested that the neighborhood designate a committee of say 5 or 6 people as representatives of the neighborhood so they can have a meaningful discussion.

G. SHERMAN clarified that if the application was purely NO would staff still recommend denial.

MILLER responded yes.

D. SHERMAN asked if Mr. Falke would be willing to meet with Mr. Kaplan and his clients.

FALKE commented that they sent a representative to the previous neighborhood meeting with a list of questions. He said they would be willing to form a committee and meet with Mr. Kaplan.

WARREN asked if there was any scenario other than residential property that the neighbors would agree with.

FALKE said he can't speak for everyone, but he thinks the property needs to stay residential.

WARREN asked for a show of hands in the audience who agreed with that statement. He commented that he saw no reason to have a meeting since the neighbors' minds are made up.

FOSTER asked if staff had any information on plans for the south side of 21st Street.

MILLER said he had no knowledge and referred the question to Director Schlegel.

DIRECTOR SCHLEGEL said there are plans to extend the campus eastward.

DENNIS asked about the PO in the Staff Report and commented that NO zoning is designed to be a buffer between commercial and residential; that is the purpose of that zoning. He asked what it would take to make staff think NO zoning was appropriate.

MILLER said in his personal opinion the way this is set up now it is a complete neighborhood and unified because there have been no non-residential intrusions into it. He said the uses at the southwest and southeast corners are allowed in SF-5 residential zoning. He said the northeast corner is the only break in the residential feel of the area. He said the uses there are appropriate and more intense uses on the northwest corner would be detrimental to the long-term benefit of the corner and the homes that back up to it.

DENNIS mentioned Staff's approval of the Sam's application at Maize Road with berms, walls and other landscaping, etc. to buffer the commercial development from residential zoning. He said he is still does not understand why staff does not think that some type of buffering would allow this to work.

MILLER commented that the Sam's location on Maize Road was a much larger site and that there was a lot more room to work with in terms of buffers and heights of berms. He said this location is a relatively small site. He said from staff's perspective the best use of this location is residential as suggested by the Wichita-Sedgwick County Comprehensive Plan. He said staff tries to be consistent with developed plans, and if the Commission thinks the plan is wrong, the Commission will let staff know.

DENNIS said his worry is what is going to happen in the future. He mentioned an opportunity to design this now so there is a buffer between the homes. He said another application may not be as palatable as this proposal.

MILLER STEVENS said she believes the Commission needs to deal with the current application and not try to be soothsayers and determine what might happen in the future. She said the zoning stays with the property and she does not think the Commission needs to worry about what might happen in the future.

G. SHERMAN commented that a lot of other areas where LC corners back up to residential were never part of the neighborhood itself. He said the two lots they are discussing are part of the HOA. He said when all corners were rezoned in the 1970's; this corner was not because homes, a golf course and a church already existed at the location. He said because this is a neighborhood it is treated differently than corners that are left open for future commercial use.

WARREN said it would be nice to have a crystal ball and see how the City developed. He mentioned that the area was developed in 1940. He said these homes face Oliver and are not part of the residential neighborhood. He said if he thought the existing properties would be detrimentally hurt by putting in commercial property that is properly buffered then he would not vote for this application. He said there are nice homes along busy streets but they don't face out onto the busy streets. He said 25,000 cars driving by your house do not have any sense or feel of a neighborhood. He said he thinks this is prime property for putting in place properly buffered development that will protect the neighbors as much as possible. He said someone asked what if the development fails but the flip side is what if it is a success. He said it could change the dynamics of the property to the east. He said the northeast corner has a stigma to it because a number of businesses have not done well there. He said a good, well built, well designed development could change the aspect of the community in a positive way. He said it is a possibility and he was going to vote in favor of the change with the necessary PO's and screening overlays. He said he does not feel this will hurt the existing neighborhoods and will help the overall community.

MILLER STEVENS said she disagrees that this development will only impact the neighborhood in a good way. She said she lives close to the corner of Hillside and Harry and the best thing that ever happened to her neighborhood was when Quiktrip moved down the street. She said having a high volume business on the corner impacts the neighborhood. She said she knows how difficult it is to maintain your neighborhood when you are close to high traffic. She said development of this corner will impact the neighborhood by creating more traffic and noise and it will change the neighborhood.

WARREN said he did not think development would increase traffic that much. He said businesses want to go where there is high traffic and it is already there. He said he doesn't see a huge increase in traffic, in his opinion.

MILLER STEVENS reiterated that there will be an increase in traffic and there will be an impact on the neighborhood.

MCKAY said he didn't think another meeting was going to make any difference. In addition, he referred to the corners in the handout provided by Mr. Ferris and commented that the difference in these locations and what the Commission is considering today is that those corners were preplanned and people located there knowing it was designed that way because he developed some of them. He said when the Commission changed the zoning on corners some of the corners were left out for a reason and this was one of them. He said he cannot support the rezoning request.

MOTION: To deny subject to staff recommendation.

MCKAY moved, **MITCHELL** seconded the motion, and it carried (8-3).
GOOLSBY, D. SHERMAN and **WARREN** – No.



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: Megan Buckmaster, Neighborhood Services Supervisor

SUBJECT: ZON2013-00021

DATE: October 16, 2013

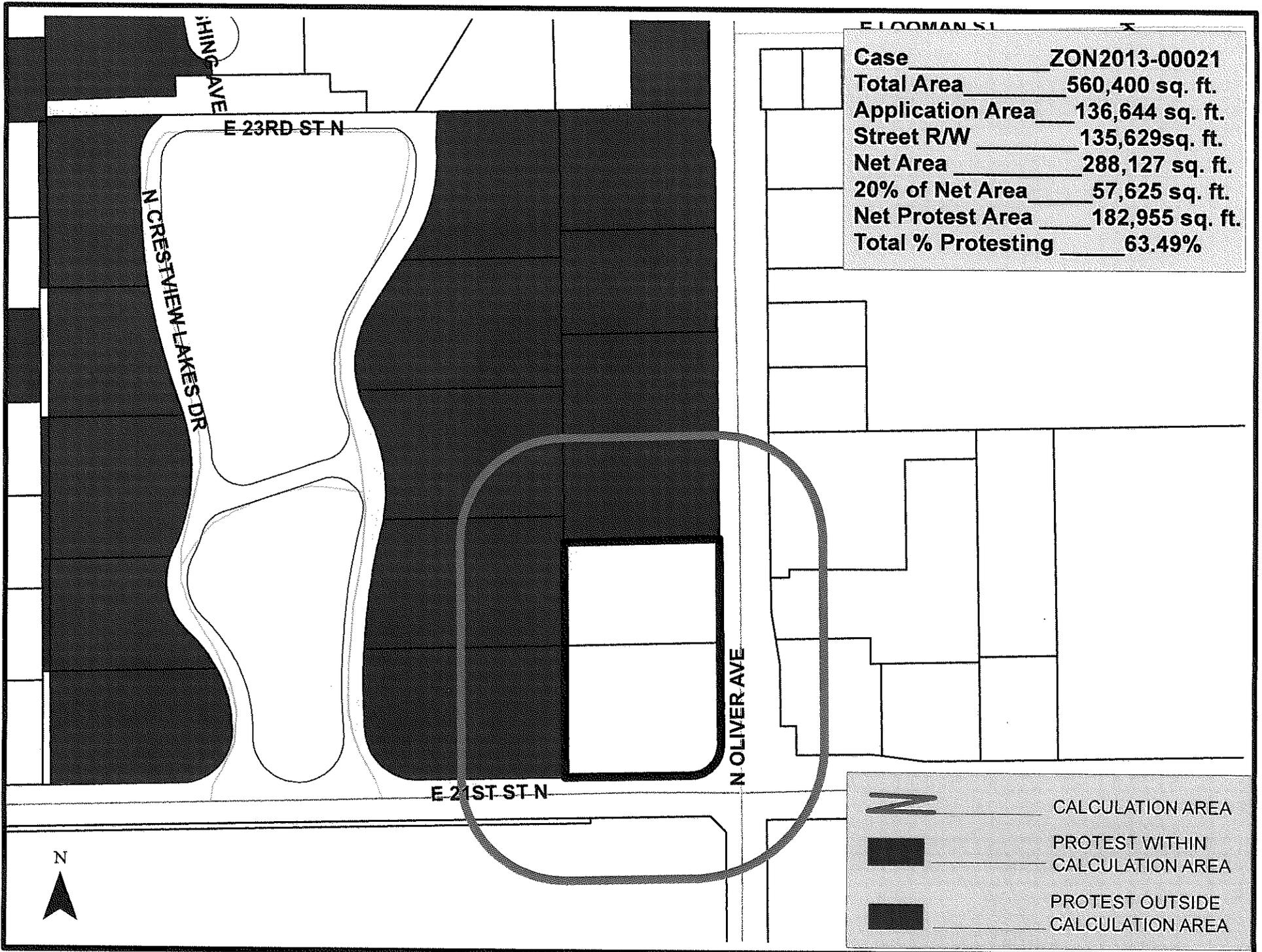
On Monday, October 7th the District Advisory Board (DAB) for Council District 1 considered a request seeking a zone change from Single Family (SF-5) to LC Limited Commercial (LC) zoning two platted lots located northwest of the intersection of East 21st Street North and North Oliver Avenue.

Residents shared concerns with drainage, traffic, changing the feel and tradition of the neighborhood, crime rates increasing, safety, what a “gas” station brings and what happens to the property if the commercial businesses do not make it, more empty buildings. Residents asked the DAB members to deny the request.

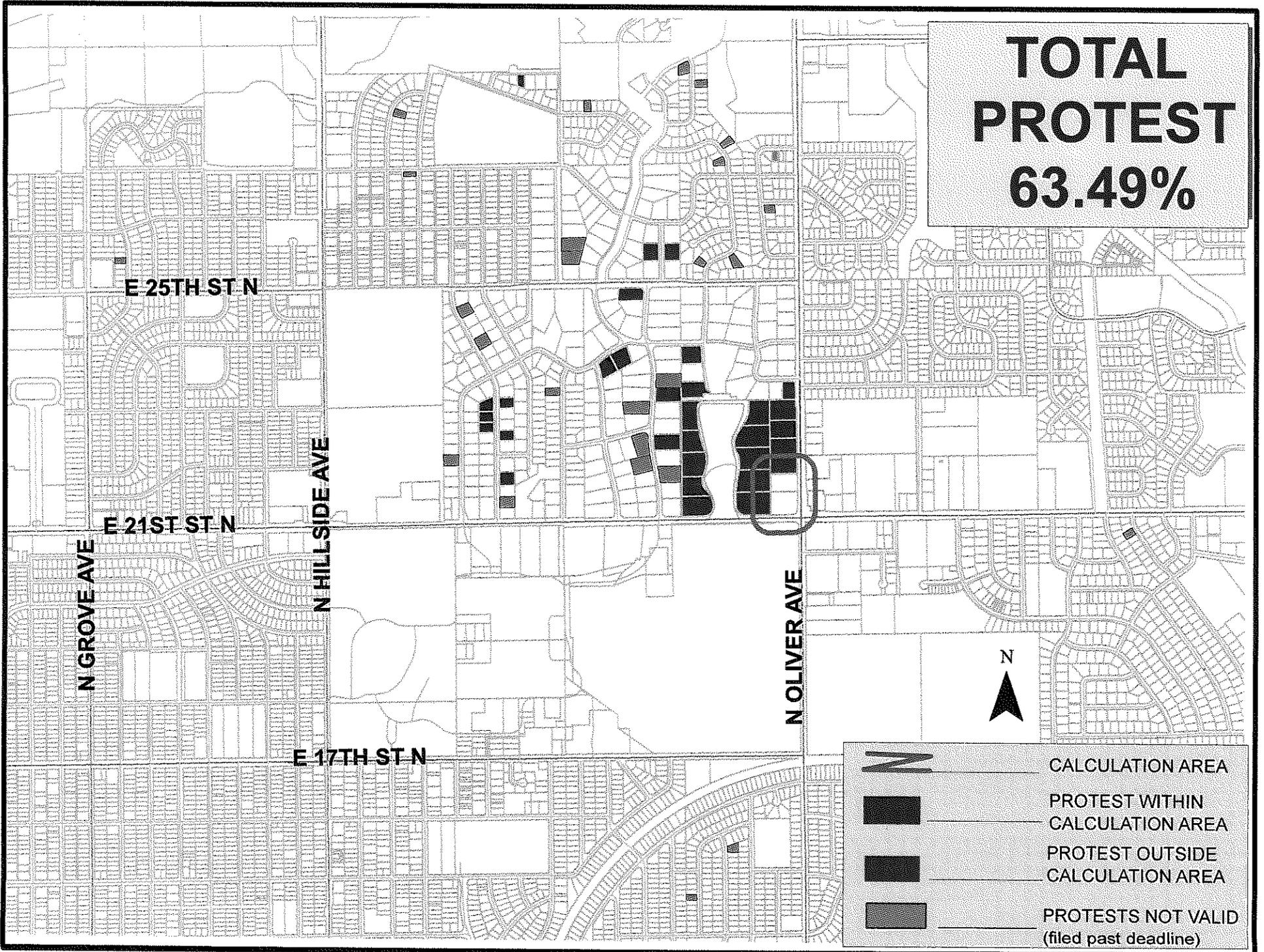
Board members shared concerns of traffic impact, safety, the tradition of the neighborhood, and drainage.

DAB members voted 8-0 to recommend denial of the zone change request.

Please review this information when this request is considered.



**TOTAL
PROTEST
63.49%**



9-26-13 MAPC

HAND OUT

ITEM # 4

Crockett, Maryann

From: Doug Crow [dwcrow777@mac.com]
Sent: Tuesday, September 24, 2013 9:50 PM
To: Crockett, Maryann; Miller, Dale
Subject: Case Number #ZON2013-00021

Sir/Ma'am

We are requesting that the proposed re-zoning, noted by the case number referenced in the subject line above, be denied.

The following is a list of our concerns and opinions regarding the rezoning

1. There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.
2. There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change.
3. It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
4. Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.
5. Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7
6. The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic
7. If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future. It appears there is already commercial property not being fully utilized in the immediate area.

For the above reasons, we are opposed to the rezoning.

Respectfully Submitted,

Doug and Julie Crow

9-26-13 MAPC

HAND OUT

ITEM #4

Crockett, Maryann

From: Shoutout_99@yahoo.com
 Sent: Tuesday, September 24, 2013 10:03 PM
 To: Crockett, Maryann
 Cc: Miller, Dale; Christina Unrein; shane unrein
 Subject: #ZON2013-00021 opposition

Mary Ann Crockett,

Please add our opposition to re-zone #11 & #12 Crestview Lakes to the file for case #ZON2013-00021. We just purchased a house in this neighborhood of 16 houses in June. A large reason that my husband even agreed to look at our current house in a neighborhood so close to WSU and some questionable areas was due to the park like setting and the expansiveness of the open space. We looked over the City's Comprehensive Plan for future land use to confirm that the area is to remain residential and read the Restrictive Covenants which allow only single-family homes on the lots. We understand that it will be beneficial to the requesters to have this zoning change made, but feel that it will destroy a large part of the fabric of our neighborhood. If these lots are re-zoned and set a precedence, what is to stop the next lot in our neighborhood from requesting the same re-zoning action. It would seem logical that the surrounding neighbors that are in this neighborhood for the park setting would want to jump ship and make some additional money while they are at it (by re-zoning their property to LC also) to get away from a new higher use if the re-zoning is approved. We also have some issues with helping people that seem less than responsible get ahead when they haven't contributed their fair share to society by paying property taxes in the last 3 years. The scariest issue for us is that the dynamics of our unique setting will be affect forever by this decision. No matter what the requester initially wants to build, the uses in the future can be anything in LC by right without the input of us neighbors if this zoning change is approved (except for uses explicitly taken away when the approval is granted). There are under-utilized commercial properties close by waiting for an investor. The commons area usage is also a large concern. We currently expect single-family usage rates in the commons and on the private road. Many challenges and costs (including the possibility of large court costs that will have to be paid by all the Crestview Lakes neighbors due to a complete opposite view compared to the original spirit of how this neighborhood and the commons are to function if this zoning change is approved) will be pushed onto the remaining 14 neighbors. Increased traffic on the corner of 21st and Oliver sure seems to be a large safety risk too. We agree with the other concerns mentioned below, yet wanted to add our view as a new neighbor to the mix. The benefits that the requesters will receive with this proposed zoning change is dwarfed compared to the struggles and costs the neighbors will pay. Please file our opposition. If clarification is required, please feel free to contact us.

Thanks for your consideration and time!
 Shane & Christina Unrein
 #7 Crestview Lakes Est
 260-2778

Opinions and concerns of the Homeowners regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter.

There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.

There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7

Introduction of Dumpsters that could introduce or increase insects and vermin problems in the area.

Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas

Advertising and Signage cluttering views.

Potential special assessments for road and infrastructure improvements

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic

If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future

It appears there is already commercial property not being fully utilized in the immediate area.

Some existing commercial property in this area is not well maintained and is an eyesore.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline.

9-26-13 MAPC

HANDOUT

ITEM# 4

Miller, Dale

From: Cornerstone Studios [cornerstone@cornerstonestudios.com]
Sent: Tuesday, September 24, 2013 9:33 PM
To: Crockett, Maryann
Cc: Miller, Dale
Subject: Request for Denial of proposed re-zoning case ZON2013-00021 concerning the properties of 11 and 12 Crestview Lakes Drive

To Whom It May Concern:

As a homeowner in the neighborhood where the proposed re-zoning action is being undertaken, along with serving as the acting president of the Crestview Lakes Homeowner's Association in addition to serving as a CORE Team leader of the LOVE Wichita service day, I am requesting the proposed re-zoning noted by the above case number be denied.

The following is a list of my concerns and opinion in this matter.

- 1) There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.
- 2) There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.
- 3) It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a

- zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
- 4) In light of the history of past burglaries and break-ins in the adjacent neighborhood, a re-zoning would cause increased security concerns.
 - 5) Re-zoning would potentially increase the intrusion on privacy, cause increased litter and offensive odors along with increased and offensive noise.
 - 6) Re-zoning would increase the presence of offensive and objectionable light caused by tall commercial light poles and bright lights that would be on twenty-four hours a day.
 - 7) The introduction of commercial dumpsters could introduce or increase insects and vermin problems in the area.
 - 8) The increase in pedestrian and motorized vehicle traffic in the area could result in people intruding in the established private drive and commons lake area in the adjacent neighborhood.
 - 9) Commercial development of the property could cause additional water drainage and runoff issues in the neighborhood with water draining off asphalt or concrete parking areas.
 - 10) The addition of commercial advertising and signage will clutter the parklike views.
 - 12) Potential special assessments for road and infrastructure improvements would be a burden on the residents in the area.

- 13) The increase in motor vehicle traffic in an already congested intersection at 21st and Oliver will result in more accidents.
- 14) The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.
- 15) If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.
- 16) It appears there is already commercial property not being fully utilized in the immediate area.
- 17) Some existing commercial property in this area is already not well maintained and is an eyesore.
- 18) Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.
- 19) If the re-zoning request is approved, we would desire protective conditions that there are no apartment buildings, and no 24-hour businesses or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering, or sells gasoline.

Thanks in advance for your time and consideration to this matter.

Sincerely,

Steven D. Falke
#3 Crestview Lakes Estates

9-26-13 MAPC

HAND OUT

ITEM #4

Miller, Dale

From: Byron Nielsen [byron.nielsen@gmail.com]
Sent: Tuesday, September 24, 2013 9:16 PM
To: Crockett, Maryann
Cc: Miller, Dale
Subject: Our Objections to Re-Zoning of 21st and Oliver (NW corner)

My wife and I recently purchased a property immediately adjacent to the primary re-zoning property. We are directly to the west. We have lived here for little more than 2 months. We purchased our house in large part due to the park-like setting, the charm of the well-kept neighborhood, and the convenience of many amenities within a 1 mile radius without having them on the back doorstep. This location is convenient enough. The traffic, security, pollution, and property value concerns for re-zoning so close to this neighborhood are listed below and are those I share with an overwhelming majority of my new neighbors. Please let our neighborhood remain park-like and peaceful...

Opinions and concerns of the Homeowners regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter.

There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.

There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7

Introduction of Dumpsters that could introduce or increase insects and vermin problems in the area.

Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas

Advertising and Signage cluttering views.

Potential special assessments for road and infrastructure improvements

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic

If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future

It appears there is ~~already commercial property not being fully utilized in the immediate area~~

Some existing commercial property in this area is not well maintained and is an eyesore.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline. No apartments.

Thank you for your consideration.

Sincerely submitted and approved,

Byron & Kate Nielsen
#2 Crestview Lakes Est.
Wichita, KS 67220

9-26-13 MAPC

HANDOUT

ITEM# 4

Crockett, Maryann

From: Julia Falke [jfalke@eastminster.org]
Sent: Thursday, September 26, 2013 8:09 AM
To: Crockett, Maryann
Subject: Proposed Re-zoning of #11 & #12 Crestview Lakes ZON2013-00021 request for denial

To Whom It May Concern:

I am homeowner and live in the Crestview Lakes neighborhood with my husband where the proposed re-zoning for #11 & 12 to LC action is being undertaken. I am adamantly requesting the proposed re-zoning noted by the above case number be denied.

The following is a list of my concerns and opinion in this matter.

1) Values of homes in this area have held or increased with #5 being sold in 2000 for \$195,000.00 then more recently in 2007 for an increased price of \$243,000.00 and #7 being sold in 2003 for \$200,000.00 and in 2013 for \$300,000.00 again a significant increase in value. A zoning change would surely negatively effect the home values of the adjacent properties to the proposed lots then having a domino affect into the neighborhood.

There may be opinion to support limited commercial zoning in some areas due to the run-down condition of the homes and cost to repair those homes being "prohibitive" and that a better option is to put in new commercial businesses to revitalize the area. That quite obviously is not the condition of our adjacent residential neighborhood and we do not want an increased area for commercial businesses.

2) There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood. Any development would back right up to the adjacent properties. A young couple just purchased #2 and what a tragedy to have purchased specifically for the beauty and privacy in this area to find out that efforts are being made that will change those very things.

3) There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. Go another mile to Woodlawn and there is more gas, groceries, banks, food, and additional shopping. One more mile further and you are into the Rock Rd. and 21st area where there is shopping and services galore. Our neighborhood does not require nor desire anymore commercial services closer than they already are. Over-commercialization of this type could most certainly be detrimental to other businesses in the area and create potential for declines in those neighboring area and increased blight.

4A) We discovered this gem in Northeast Wichita and love the "country in the city" feel from the serene park-like neighborhood, as do our the neighbors with whom we share it. The surrounding area has many wonderful bodies of water that extends this feel well beyond the borders of our private drive and commons lake area. Introduction of additional commercial space will intrude on the park-like setting of this unique NE Wichita

subdivision that is comprised of single family homes on large well-maintained properties and the lovely surrounding area which is currently residential and zoned SF-5.

4B) Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

The development of that corner would most likely involve clearing all the large established trees and surrounding landscaping intruding on this wonderful wildlife and waterfowl habitat and increased traffic puts those animal at greater risk. We are so blessed to have a wide variety of animals including deer, fox, and rabbits along with geese, ducks cranes and other waterfowl. In addition the introduction of potential underground gasoline storage tanks greatly increases the risk of contamination of the area.

Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

5) A re-zoning would cause increased security concerns from foot traffic and vehicle traffic with people potentially ignoring the private signs and encroaching on our private commons area. When this has happened in the past we have been encouraged to contact the police and there is the likelihood of the necessity of increased police support and the cost that accompanies that. The fact that there is no buffer area between the proposed properties with the adjacent residential lots increases the chance for attempted access to those properties.

Increased vehicle traffic due to people attempting to turn around to get back out to 21st street, attempting to cut through our neighborhood to miss the traffic at the light not realizing there is no access into the neighborhood to the north, ignoring the private drive signs, or heavy delivery trucks entering for the above mentioned reasons, will cause additional wear and damage to a private road that the city does not maintain. This in turn will cause a financial hardship on the residents for repairs or modifications to try to stop the intrusion.

6) Re-zoning would increase the intrusion on privacy including but not limited to: increased litter and offensive odors along from gasoline, food waste, general trash, increased and offensive noise from additional traffic both motor vehicle and people, music from establishments, potential use of amplified PA sound systems both inside and outdoors. We love to enjoy the nature's night sounds and the fresh air from open windows that could become a thing of the past if we must shut doors and windows especially when attempting to get sleep.

7) Re-zoning would increase the presence of offensive and objectionable light caused by tall commercial light poles and bright lights that would be on extended hours again intruding on our privacy.

8) The introduction of commercial dumpsters could introduce or increase insects and vermin problems in the area.

9) The increase in motor vehicle traffic in an already congested intersection at 21st and Oliver could result in more accidents.

- 10) The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.
- 11) The addition of commercial advertising and signage will clutter the parklike views and neighborhood feel.
- 12) Potential special assessments for road and infrastructure improvements would be a burden on the residents in the area.
- 13) The increase in motor vehicle traffic in an already congested intersection at 21st and Oliver will result in more accidents.
- 14) Commercial development of the property could cause additional water drainage and runoff issues in the neighborhood with water draining off asphalt or concrete parking areas rather than soaking into the present grassy and landscaped areas. Causing increased drainage into the neighboring yards with an increased potential of harmful petrochemicals being carried in.
- 15) If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.
- 16) It appears there is already commercial property not being fully utilized in the immediate area.
- 17) Some existing commercial property in this area is already not well maintained and is an eyesore.
- 18) We have received a copy of the staff report recommending that the zoning request be denied. we appreciate the inclusion of the protective overlays being requested if that recommendation is ignored. We strongly request the addition of some additional protective conditions that there are no apartment buildings considering that apartment complexes in the area are not 100% rented, no 24-hour businesses or business open later than 9pm, no alcohol or tobacco sales, no business that plays loud music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering, or has gasoline sales.

Thanks in advance for your time and consideration to this matter.

Sincerely,

Julia Diana Prater Falke
#3 Crestview Lakes Estates

Sent from my iPhone

1-26-13 MARC
Crockett, Maryann

HAND OUT

ITEM #4

From: Hava Niceday [rulate98@yahoo.com]
Sent: Wednesday, September 25, 2013 3:27 PM
To: Crockett, Maryann
Cc: Miller, Dale
Subject: proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

Dear Mary Ann,

I am the owner of #8 Crestview Lakes Estates, only a few houses away from the proposed rezoning at the northwest corner of Oliver and 21st Street.

Every neighbor I have spoken with agrees with me, that such rezoning would be to the detriment of the neighborhood, and also be blight to the city of Wichita in general.

We neighbors have compiled a list of concerns, listed below.

In particular, I am concerned about the increase in crime, as I was burglarized last year, and additional transient customers will certainly increase the likelihood of that reoccurring.

Also, I am very concerned about any increase in vehicular traffic to the handicapped citizens who utilize electric scooters and wheelchairs to navigate the sidewalks in the immediate vicinity of the proposed rezoning.

Sincere thanks,
Walter P. Bell
#8 Crestview Lakes Estates
tele: 316-312-3964

Opinions and concerns of the Homeowners regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive:

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter.

- 1) There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.
- 2) There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight. It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
- 3) Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.
- 4) Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

- 5) Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7 Introduction of Dumpsters that could introduce or increase insects and vermin problems in the area.
- 6) Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.
- 7) Potential water drainage issues with water draining off of asphalt or concrete parking areas.
- 8) Advertising and Signage cluttering views.
- 9) Potential special assessments for road and infrastructure improvements Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.
- 10) The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.
- 11) If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.
- 12) It appears there is already commercial property not being fully utilized in the immediate area.
- 13) Some existing commercial property in this area is not well maintained and is an eyesore.
- 14) Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental effect on wildlife in the area.
- 15) If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline, and also exclusion of apartment buildings, especially in light of the fact that the Grove Apartments nearby are not 100% occupied.

9-26-13 MAPC

HAND OUT

ITEM #4

Crockett, Maryann

From: CRAIG [craigtolson@sbcglobal.net]
Sent: Wednesday, September 25, 2013 1:53 PM
To: Crockett, Maryann
Cc: Miller, Dale
Subject: Zoning Rejection Letter.doc

Date: 9-23-2013

To: Mary Ann Crockett < mcrockett@wichita.gov >
Dale Miller < dmiller@wichita.gov >

Sent: September 25, 2013

Subject: Proposed Re-zoning of #11 and #12 Crestview Lakes Drive
Labeled case # ZON2013-00021

Mary and Dale;

We are Craig, Helen, and Christian Tolson. We live a 4 Crestview Lakes Est. and we are adjacent to #~~11~~¹² to our East and would be directly impacted by this proposed change.

I am writing to let you know that we **DO NOT APPROVE** and **Request that the Application be denied.**

This proposal appears to have a large number of undefined, or negative, impacts on our neighborhood and personal properties rather than benefits.

Some of our concerns and opinions are as follows:

There are No Guarantees of how the Properties will be used, and no going back once the changes have been made.

There are already gasoline, grocery, pharmacy and other commercial Conveniences within a mile or less of the proposed zoning change.

It appears there is already commercial property not being fully utilized in the immediate area.

Some existing commercial properties in this area are not well maintained and are an eyesore.

Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

Increased motor vehicle traffic in an already congested intersection will likely result in more accidents and safety issues.

The Timbers and Cerebral Palsy Institutes are nearby. Many disabled individuals and students who would be forced to contend with the increase in traffic that would be seen by the approval of this proposal.

The introduction of commercial Dumpsters could draw insects and vermin to the area.

There is a Potential water drainage issues with water draining off of asphalt or concrete parking areas at an increased rate.

There is the potential for an additional increase in water drainage issues that currently plague our South Lake with run-off from 21st street that in effect makes this pond a settling basin for road pollutants.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

Properties Adjacent to LC properties tend to be less desirable to potential homeowners, which would affect the resale value of our homes.

There are Security issues, in light of the history of past burglaries and break-ins in the adjacent neighborhood.

There could also be an increased opportunity of intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

There would likely be an increased in Offensive Light, caused by tall light poles and bright lights that would be on extended hours.

An Increase in pedestrian and motorized vehicle traffic would likely result in people intruding in the established private drive and commons lake area.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single-family homes on large well-maintained properties and the surrounding area, which is currently residential, and zoned SF-5.

Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

There will also be issues with the titles of our properties considering the redistribution of ownership and access concerns to the commons that are currently reflected on our ownership documents.

Our family, or our home owners association were not informed of this request or its proposed benefits in advance of being notified by the city, so we are hard-pressed to identify any benefits this might offer us.

Thank you for this opportunity.

Craig A. Tolson

9-26-13

MAPC

HANDOUT

ITEM #4

Crockett, Maryann

From: scott.cherise@juno.com
Sent: Wednesday, September 25, 2013 1:51 PM
To: Crockett, Maryann; Miller, Dale
Subject: Case #ZON2013-00021 concerns

Mary Ann Crockett and Dale Miller,

Please add our opposition to the re-zoning of #11 & #12 Crestview Lakes to LC. We just purchased our house in this neighborhood about 6+ years ago. We enjoy our proximity to WSU & other amenities, but really enjoy the "park like" feeling the neighborhood has. Our HOA Covenants only allow single-family homes on the lots and we would like to keep it that way despite what might be beneficial (short or long term) to the requesters of this rezoning request. Granting this request may set in motion the unintended consequence of changing all the lots on Oliver to LC, and then our back yards & "park like" feeling would be ruined (not to mention our tax appraisal values). We want responsible neighbors (short & long term) no matter what happens; hopefully we will not have to go to court to get that. In addition, traffic is already an issue during the daytime hours and this would increase vehicle traffic/noise and pedestrian safety (lots of WSU students) at the corner in question.

We agree with the other concerns mentioned below, yet wanted to add our view as a neighbor to the mix. Please file our opposition. If clarification is required, please feel free to contact us. Thanks for your time.

Scott & Cherise Langenberg
#5 Crestview Lakes Est
683-6671 H / 371-8226 C

Opinions/Concerns of homeowners near the Re-Zoning of #11 & #12 Crestview Lakes Estates >> Case #ZON2013-00021

We are requesting that the proposed re-zoning noted by the above case number be denied

The following lines are a list of our concerns in this matter:

There is no appropriate land buffer, such as a street, between the proposed re-zoned properties and the adjacent neighborhood.

There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away of this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties. The surrounding area is also currently all residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter, and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that might be on 24/7.

Introduction of dumpsters that could introduce or increase insects and vermin problems in the area.

Increase in pedestrian and vehicle traffic that could result in people intruding onto established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas.

Advertising and Signage cluttering views along main roads or driveways.

Potential special assessments for road and infrastructure improvements.

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic

If the new zoning is approved, there are no guarantees as to what form the commercial development might become in the future

It appears there is already commercial property & apartments (both not being fully utilized) in the immediate area.

Some existing commercial property in this area is not well maintained and is an eyesore.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife (deer, fox, raccoons, & turkeys) in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering, and no business that sells gasoline.

**Re-Zoning case #ZON2013-00021
For #11 and 12 Crestview Lakes Drive**

Opinions and Concerns:

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter:

There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7.

Introduction of dumpsters that could introduce or increase insects and vermin problems to this area.

Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas.

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.

If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline.

Signed by
Bang Kim Pham
9 Crestview Lakes Est
Wichita, KS 67220

9-26-13 MARC

HANDOUT

ITEM #
4

Crockett, Maryann

From: Donna Sweet [dsweet@kumc.edu]
Sent: Wednesday, September 25, 2013 10:21 AM
To: Crockett, Maryann
Cc: Miller, Dale
Subject: Concerns regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

We are requesting that the proposed re-zoning noted by the above case number be denied. We reside at #6 Crestview Lakes Estates and a portion of our property directly abuts to the proposed re-zoning property. We have a number of immediate concerns about this type of rezoning that directly affects our unique neighborhood in this part of the city:

- There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood. As I stated above, our property directly abuts the proposed rezoning property and will directly affect our quality of life and safety in our home.
- There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.
- It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
- Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.
- Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.
- Increased and offensive light caused by tall light poles and bright lights that would be on 24/7
- Introduction of dumpsters that could introduce or increase insects and vermin problems in the area.
- Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.
- Potential water drainage issues with water draining off of asphalt or concrete parking areas
- Advertising and signage would clutter views.
- Potential special assessments for road and infrastructure improvements are of great concern to all the homeowners in the area.

- Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.
- With the Cerebral Palsy Research Foundation and the Timbers housing nearby, there are many disabled individuals who utilize the sidewalks surrounding the area. The increase in traffic in an already congested area would place them in harms way.
- A number of students walk from the apartments just east of our area to classes at Wichita State. The increase in traffic caused by additional commercial establishment would also place this pedestrian traffic at risk of harm.
- Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the new zoning is approved:

- There are no guarantees as to what form the commercial development could take in the future. There is already commercial property not being fully utilized in the immediate area. Some of the existing commercial property in this area is not well maintained and is an eyesore.
- We would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline.

Thank you for your attention to this matter.

Donna E. Sweet, MD and George H. Sweet PhD
 #6 Crestview Lakes Estates
 Wichita, KS 67220

Miller, Dale

From: Wilson, Kathy L
Sent: Friday, October 04, 2013 11:27 AM
To: Miller, Dale; Schiffelbein, Jim
Subject: You received a Phone Call, contact Ms. Barbara Morgan. *ZON 2013-21*

Date and Time: 10/4/2013 11:25:00 AM
Message Type: a Phone Call
MessageReadPage: a Phone Call
Please Contact: Ms. Barbara Morgan

Cell ph 239-898-2596 owns property at 13 Crestview Lakes. Ms. Morgan called from out of state to advise she opposes the zoning change scheduled for property at 21st and Oliver.

1-9-14 MAPC

HAND PUT

ITEM # 4

Crockett, Maryann

From: Cornerstone Studios [cornerstone@cornerstonestudios.com]
Sent: Thursday, January 09, 2014 8:03 AM
To: BillJ@evansbldg.com; ccn.ks.1@gmail.com; chuck@derbyhomesales.com; dtdennis@swbell.net; davidfoster@ricefoster.com; millerstevens911@sbcglobal.net; donk@klausmeyer.com; drsherman7@gmail.com; gds8746@yahoo.com; jjohnson@sjcf.com; john@casadomckay.com; mitchditch@cs.com; matt@mattgoolsby.com; anthimides2@hotmail.com
Cc: Crockett, Maryann
Subject: Case #ZON2013-0021

TO: All Members of the MAPC

RE: Case #ZON2013-0021

Honorable MAPC Board Members,

I am writing on behalf of the residents of the Crestview Lakes Homeowners Association minus the two applicants in the zoning case listed above. We are grateful to those who have previously voted to deny this request for re-zoning and ask you to maintain your position in this matter when the case comes before you again on January 9th. To those who previously voted to approve the request, we would ask you to re-consider your position in light of the facts before you in the staff report and in consideration of the established city planning recommendations for this neighborhood.

We presented our case in the original hearing on September 26th, 2013 requesting denial of this application and the neighborhood's position has not changed. Approval of this application would be detrimental for numerous reasons, those which were previously presented at the September MAPC and additional items to follow. Amending the request and adding additional overlays does not make this particular request any more palatable.

Along with the staff report before you in this matter, there are additional items that have added to the neighborhood resident's resolve to request your denial of this application since this case was originally heard on September 26th of last year. There is now even more commercial property in the area sitting idle. The Hobby Lobby store, a major retail anchor in Brittany Center at 21st and Woodlawn, has been vacated leaving an additional 50,000 square feet of space in a neighborhood already marked by a high level of available commercial property.

The MAPC heard from the applicants in this case that the property on the NW corner of 21st and Oliver was uninhabitable. The story then changed to say the property was not uninhabitable, but merely unmarketable, even though they have shown no signs and made no attempts to improve the property's marketability or curb appeal. There is also no indication the property was ever listed with MLS. It is not impossible to sell a large residential property on an arterial corner in this area. This was accomplished when the property located on the NW corner of 13th and Woodlawn was sold last year. We contacted the new owners of this property and found they are delighted with their home purchase and are looking forward to being back in Wichita after several years away.

In light of the above, along with the city's current Central Northeast Area Plan and the 21st Street Revitalization Plan which further emphasizes the need for this area to retain its open space and residential zoning, we urge you again to deny this application.

Sincerely,

Steven D. Falke

President

Crestview Lakes Homeowners Association

Wichita, Kansas
February 10, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Shirley Rogers, Division Supervisor, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated February 3, 2014, were read and on motion approved.

Bids were opened February 7, 2014, pursuant to advertisements published on:

Douglas Avenue Bus Facility Improvements (Market Street to Washington Avenue) 472-85080 (707043/716139/716140/716141

Bids rejected

Cherry Creek from the west line of Tara Creek Addition to the west line of Lot 8, Block 2; and Cherry Creek Court from the north line of Cherry Creek to and including the cul-de-sac to serve Tara Creek Addition (north of Pawnee, west of 127th Street East) (472-84560/766301/490319) Does not affect existing traffic. (District II)

Conspec Inc. DBA Kansas Paving - \$137,948.63

Water Distribution System to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (448-89987/735502/470178) Does not affect existing traffic. Lateral 15, Northwest Interceptor to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (468-83853/744363/480055) Does not affect existing traffic. (District V)

Forshee Plumbing LLC - \$22,688.00 Group 1
\$23,711.40 Group 2
\$46,399.40 Total Bid

2014 Contract Maintenance Slurry Seal (north of 63rd Street South, east of 135th Street West) (472-85144/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, V)

Intermountain Slury Seal Inc. *- \$422,359.09 *Contract Award Amount

2014 Contract Maintenance Micro Surfacing (north of 63rd Street South, east of 135th Street West) (472-85145/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI)

Intermountain Slury Seal Inc.* - \$635,108.42 *Engineer's Estimate

Purchasing Manager recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Motor Grader with Scarifier and Wheel Loader.**

Foley Equipment - \$367,167.28 Group 1 Base Bid
\$2,250.00 Group 1 Option 1- Each
<\$63,400.00> Group 1 Option 2 (Deduct)
Sellers Equipment Inc. \$377,820.00 Group 2 Base Bid
< \$30,014.00> Group 2 Option 1 (Deduct)
\$8,000.00 Group 2 Option 2- Each
\$5,017.00 Group 2 Option 3- Each
\$4,150.00 Group 2 Option 5- Each

**INFORMATION TECHNOLOGY/INFORMATION SERVICES: Digital Video Recorder
Equipment.**

Defer two weeks

**PARK AND RECREATION DEPARTMENT/GOLF COURSES DIVISION: Herbicides and
Fertilizers.**

Van Diest Supply Company - \$8,103.90 Group 1
\$352.80 Group 2
\$6,224.40 Group 3
\$843.85 Group 4
\$1,358.80 Group 5
Helena Chemical Company - \$806.00 Group 6

PUBLIC WORKS AND UTILITIES/ SEWER MAINTENANCE DIVISION: Predco Saddles and Saddle.

HD Supply Waterworks Ltd *- \$34,811.10

*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Caterpillar Certified Power Train Rebuild.**

Foley Equipment Company Inc.* - \$155,233.00

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2.(b)

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

Shirley Rogers, Division Supervisor
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: February 10, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**February 7, 2014**

Douglas Avenue Bus Facility – Rebid (Market Street to Washington Avenue) – Public Works & Utilities

Department/Engineering Division (All Bids Rejected)

Paving – Cherry Creek (north of Pawnee, west of 127th Street East) – Public Works & Utilities

Department/Engineering Division

Conspec, Inc. dba Kansas Paving**\$137,948.63**Water Distribution System to serve Liberty Park 3rd Addition – Public Works & Utilities Dept./Engineering Div.**Forshee Plumbing, LLC****Group 1 - Water Distribution System****\$22,688.00****Group 2 - Lateral 15, Northwest Interceptor****23,711.40****Aggregate Bid Total****\$46,399.40**2014 Contract Maintenance Slurry Seal (north of 63rd Street South, east of 135th Street West) – Public Works & Utilities Department/Engineering Division**Intermountain Slurry Seal, Inc.****(Contract Award Amount)****\$422,359.09**2014 Contract Maintenance Micro Surfacing (north of 63rd Street South, east of 135th Street West) – Public Works & Utilities Department/Engineering Division**Intermountain Slurry Seal, Inc.****(Engineer's Estimate)****\$635,108.42****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****February 7, 2014**

Motor Grader W/Front Scarifier & 4WD Wheel Loader – Public Works & Utilities Dept./Fleet & Facilities Div.

Foley Equipment Company, Inc.**Group 1 – Base Bid****\$367,167.28****Group 1 – Option 1 (Add) (Per Each)****\$2,250.00****Group 1 – Option 2 (Deduct)****<\$63,400.00>****Sellers Equipment, Inc.****Group 2 – Base Bid****\$377,820.00****Group 2 – Option 1 (Deduct)****<\$30,014.00>****Group 2 – Option 2 (Add) (Per Each)****\$8,000.00****Group 2 – Option 3 (Add) (Per Each)****\$5,017.00****Group 2 – Option 5 (Add) (Per Each)****\$4,150.00**

Digital Video Recorder Equipment – Information Technology Department/Information Services (IT/IS)

(Defer to February 24, 2014)

Herbicides & Fertilizers – Park & Recreation Department/Golf Course Division

Van Diest Supply Company**Group 1****\$8,103.90****Group 2****\$352.80****Group 3****\$6,224.40****Group 4****\$843.85****Group 5****\$1,358.80****Group 6****\$806.00****Helena Chemical Company**

Predco Saddles & Saddle Tees – Public Works & Utilities Department/Sewer Maintenance Division (See Exhibit B for Itemized Pricing in the Formal Bid Report)

HD Supply Waterworks, Ltd**\$34,811.10**

Caterpillar Certified Power Train Rebuild – Public Works & Utilities Department/Fleet & Facilities Division

Foley Equipment Company, Inc.**Sole Source of Supply,****\$155,233.00****Ordinance No. 35-856, Section 2(b)**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 7, 2014

RQ#440129

FB#440015		Engineer's Construction Estimate	Intermountain Slurry Seal Inc	South Central Sealing LLC	Cornejo & Sons, LLC
2014 Contract Maintenance Slurry Seal		\$480,502.00	\$412,359.09	\$449,605.17	
(north of 63rd Street South, east of 135th Street West)	BID BOND		X	X	
	ADDENDA	0			
472-85144 (132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2014 Contract Maintenance Slurry Seal		\$480,502.00			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85144 (132726)					
		Engineer's Construction Estimate			
2014 Contract Maintenance Slurry Seal		\$480,502.00			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85144 (132726)					
		Engineer's Construction Estimate			
2014 Contract Maintenance Slurry Seal		\$480,502.00			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85144 (132726)					
CONTRACT AWARDED FOR \$412,359.09					

CHECKED BY: RP
 REVIEWED BY: STW

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 7, 2014

RQ#440130

FB#440016		Engineer's Construction Estimate	Intermountain Slurry Seal Inc.	Vance Brothers Inc.	Cornejo & Sons, LLC
2014 Contract Maintenance Micro Surfacing		\$635,108.42	\$589,089.82	\$663,017.92	
(north of 63rd Street South, east of 135th Street West)	BID BOND		X	X	
	ADDENDA	0			
472-85145 (132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2014 Contract Maintenance Micro Surfacing		\$635,108.42			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85145 (132726)					
		Engineer's Construction Estimate			
2014 Contract Maintenance Micro Surfacing		\$635,108.42			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85145 (132726)					
		Engineer's Construction Estimate			
2014 Contract Maintenance Micro Surfacing		\$635,108.42			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85145 (132726)					

CHECKED BY: RP
 REVIEWED BY: X



Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB440010 Motor Grader w/Scarifier & Wheel Loader

Close Date/Time: 2/7/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
<u>SELLERS EQUIPMENT INC</u>	Partial	\$364,973.00	Award 2/11/14 Group 2 Base Bid w/opt 1,2,3,&5 Public Works & Utilities Depart/Fleet & Facilities Div
<u>BERRY TRACTOR & EQUIPMENT CO</u>	Partial	\$381,887.00	
<u>FOLEY EQUIPMENT CO INC</u>	Partial	\$734,875.36	Award 2/11/14 Group 1 Base Bid w/opt 1 & 2 Public Works & Utilities Depart/Fleet & Facilities Div
<u>MURPHY TRACTOR & EQUIPMENT CO INC</u>	Partial	\$763,350.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line
Solicitation: FB440010 Motor Grader w/Scarifier & Wheel Loader **Close Date/Time: 2/7/2014 10:00 AM CST**

Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Group
Department: Public Works Fleet & Facilities **Responses: 4**
Go to: 001

Line 001 **GROUP 1: Base Bid: New Unused Current Production Model 43,686 LB Articulating Motor Grader with Front Scarifier.**
 Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	2	Each	\$183,583.6400	\$367,167.28	Complete	Caterpillar 12M3 2014
MURPHY TRACTOR & EQUIPMENT CO INC	2	Each	\$207,998.0000	\$415,996.00	Complete	John Deere 770-FP 2014 ALT BID- John Deere 670-GP 2014 base bid \$198,331.00
<u>SELLERS EQUIPMENT INC</u>					No Bid.	
<u>BERRY TRACTOR & EQUIPMENT CO</u>					No Bid.	

Line 002 **GROUP 1 - OPTION 1: Additional Warranty, One (1) Year/1000 Hour, to the Factory Standard, on Power Train to Include Parts and Labor with Zero (0.00) Dollar Deductible. To Include Electronic Components.** **Top of the Page**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	\$2,250.0000	\$2,250.00	Complete	
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$2,655.0000	\$2,655.00	Complete	ALT BID for Model 670-GP \$1,425.00
<u>SELLERS EQUIPMENT INC</u>					No Bid.	
<u>BERRY TRACTOR & EQUIPMENT CO</u>					No Bid.	

Line 003 **GROUP 1 - OPTION 2: Trade-In Allowance. Lump Sum Deduct from Amount. (1) City ID # 000656-Motor Grader, 2004, New Holland, RG170.B, VIN # A10628HBZ028029 (1) City ID # 000657-Motor Grader, 2004, New Holland, RG170.B, VIN # A10625HBZ028028 For Inspection of Above Listed Motor Graders Contact Mike Nordick, Fleet Maintenance Supervisor, between the Hours of 8:00 A.M. - 4:00 P.M. Monday thru Friday at 316-268-4040.** **Top of the Page**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Lump Sum	(\$63,400.0000)	(\$63,400.00)	Complete	
MURPHY TRACTOR & EQUIPMENT CO INC	1	Lump Sum	(\$58,000.0000)	(\$58,000.00)	Complete	ALT BID for Model 670-GP (\$58,000.00) ALT BID for TOTAL Mode 670-GP \$340,087.00
<u>SELLERS EQUIPMENT INC</u>					No Bid.	
<u>BERRY TRACTOR & EQUIPMENT CO</u>					No Bid.	

Line 004 **GROUP 2: Base Bid: New Unused Current Production Model Four Wheel Drive Articulated 4 Yard Wheel Loader with General Purpose Bucket. Manufacturer: _____ Model: _____ Year: _____** **Top of the Page**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	2	Each	\$188,910.0000	\$377,820.00	Complete	Doosan DL300-3 2014
MURPHY TRACTOR & EQUIPMENT CO INC	2	Each	\$206,215.0000	\$412,430.00	Complete	John Deere 644-K 2014
BERRY TRACTOR & EQUIPMENT CO	2	Each	\$209,061.0000	\$418,122.00	Complete	Komatsu WA380-7 2014
FOLEY EQUIPMENT CO INC	2	Each	\$222,679.0400	\$445,358.08	Complete	Caterpillar 950K 2014

Line 005 GROUP 2 - OPTION 1: Trade-In Allowance. Following Units will be Traded Based on the Fleet Maintenance Supervisors Determination. Lump Sum Deduct from Amount. (1) City ID # 000612, 2.0 YD, 2004, New Holland, LW110.B, VIN # N3F00060, 5,649 HRS (1) City ID # 000663, 2.0 YD, 2004, New Holland, LW110.B, VIN # N3F000182, 3,473 HRS The Above Trades will Continue to be Used and will Continue to Accumulate Hours. For Inspection of Above Listed Loaders Contact Mike Nordick between the Hours of 8:00 A.M. - 4:00 P.M. Monday thru Friday at 316-268-4040. Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BERRY TRACTOR & EQUIPMENT CO	1	Lump Sum	(\$48,000.0000)	(\$48,000.00)	Complete	
SELLERS EQUIPMENT INC	1	Lump Sum	(\$30,014.0000)	(\$30,014.00)	Complete	
FOLEY EQUIPMENT CO INC	1	Lump Sum	(\$27,000.0000)	(\$27,000.00)	Complete	
MURPHY TRACTOR & EQUIPMENT CO INC	1	Lump Sum	(\$22,000.0000)	(\$22,000.00)	Complete	

Line 006 GROUP 2 - OPTION 2: Automatic Lubrication System per Specifications Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$6,700.0000	\$6,700.00	Complete	
BERRY TRACTOR & EQUIPMENT CO	1	Each	\$6,800.0000	\$6,800.00	Complete	
FOLEY EQUIPMENT CO INC	1	Each	\$7,000.0000	\$7,000.00	Complete	
SELLERS EQUIPMENT INC	1	Each	\$8,000.0000	\$8,000.00	Complete	

Line 007 GROUP 2 - OPTION 3: Two (2) Years Hydraulic, Engine, and Drive Train System (Including Electrical Components) Parts and Labor Warranty with No Deductible in Addition to the Factory Standard Warranty for a Total of Three (3) Years Coverage. Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$2,925.0000	\$2,925.00	Complete	
FOLEY EQUIPMENT CO INC	1	Each	\$3,500.0000	\$3,500.00	Complete	
BERRY TRACTOR & EQUIPMENT CO	1	Each	\$4,965.0000	\$4,965.00	Complete	
SELLERS EQUIPMENT INC	1	Each	\$5,017.0000	\$5,017.00	Complete	

Line 008 GROUP 2 - OPTION 4: Grapple/Bucket Rake, JRB Model 350GBR Pin On, with All Associated Hydraulics Included. THIS ITEM HAS BEEN DELETED NO BID THIS ITEM. Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>SELLERS EQUIPMENT INC</u>					No Bid.	
<u>FOLEY EQUIPMENT CO INC</u>					No Bid.	
<u>MURPHY TRACTOR & EQUIPMENT CO INC</u>					No Bid.	
<u>BERRY TRACTOR & EQUIPMENT CO</u>					No Bid.	

Line 009 GROUP 2 - OPTION 5: Ride Control. Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	\$0.0000	\$0.00	Complete	
BERRY TRACTOR & EQUIPMENT						

CO	1	Each	\$0.0000	\$0.00	Complete	Included No Charge
MURPHY TRACTOR & EQUIPMENT CO INC	1	Each	\$2,644.0000	\$2,644.00	Complete	
SELLERS EQUIPMENT INC	1	Each	\$4,150.0000	\$4,150.00	Complete	

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Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total: Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB440014 **Digital Video Recorder Equipment**

Close Date/Time: 2/7/2014 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Information Tech/Info Services

[Return to the Bid List](#)

Responses: 5

Vendors	Complete	Bid Total	City Comments
<u>MCCLELLAND SOUND INC</u>	Partial	\$47,900.16	Defer to 2/24/14 Information Tech/Info Services
<u>B & H FOTO & ELECTRO</u>	Partial	\$50,160.00	
<u>SANDIFER ENGINEERING & CONTROLS INC</u>	Partial	\$50,685.91	
<u>MIDWEST DIGITAL SYSTEMS, LLC</u>	Partial	\$54,511.90	
<u>C & C SALES INC dba C & C GROUP</u>	Partial	\$56,507.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440019 Herbicides and Fertilizers

Close Date/Time: 2/7/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: GOLF COURSES

[Return to the Bid List](#)

Responses: 11

Vendors	Complete	Bid Total	City Comments
<u>VAN DIEST SUPPLY CO</u>	Complete	\$18,299.75	Award 2/11/2014 Groups 1-5 Park & Recreation Department/Golf Courses Division
<u>WINFIELD SOLUTIONS</u>	Complete	\$19,941.63	
<u>SUPREME TURF PRODUCTS, INC.</u>	Complete	\$20,961.00	
<u>RED RIVER SPECIALTIES INC</u>	Partial	\$1,362.80	
<u>MIDWEST TURF, INC.</u>	Partial	\$1,788.30	Does not meet specifications - Group 2
<u>EWING IRRIGATION PRODUCTS INC</u>	Partial	\$13,824.63	
<u>AGRIUM ADVANCED TECHNOLOGIES</u>	Partial	\$14,024.15	
<u>BWI COMPANIES INC</u>	Partial	\$14,234.14	
<u>HELENA CHEMICAL CO.</u>	Partial	\$16,532.40	Award 2/11/2014 Group 6 Park & Recreation Department/Golf Courses Division
<u>GRASS PAD</u>	Partial	\$19,421.00	
<u>JOHN DEERE LANDSCAPES</u>	Partial	\$22,617.46	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line
Solicitation: FB440019 Herbicides and Fertilizers **Close Date/Time: 2/7/2014 10:00 AM CST**

Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Group

Department: GOLF COURSES **Responses: 11**
Go to: 001

Line 001 GROUP 1: Bensumec 4LF or approved equal (please specify substitutions). 1. Description: A liquid pre-emergent herbicide used on golf courses for control of annual bluegrass, crabgrass and other weeds. 2. Active Ingredients: 46% Benzenesulfonamide, S-(0,0-Disopropyl phosphorodithioate) ester of N-(2-mercaptoethyl) benzene sulfonamide. 3. Packaged in: 2.5 gallon/5 gallons per case All bids to include delivery and MSDS/SDS for each location. DELIVERY DROP LOCATIONS 1. Mac Donald Golf Course - 1036 N. Roosevelt - 3 cases 2. L. W. Clapp Golf Course - 4611 E. Harry - 3 cases 3. Slim Park Golf Course - 2020 W. Murdock - 4 cases 4. Consolver Golf Course - 1931 S. Tyler Rd. - 3 cases 5. Auburn Hills Golf Course - 355 S. 135th St. West - 4 cases Call Golf Office 24 hrs. before delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	17	Case	\$476.7000	\$8,103.90	Complete	
HELENA CHEMICAL CO.	17	Case	\$477.4000	\$8,115.80	Complete	
AGRIUM ADVANCED TECHNOLOGIES	17	Case	\$504.9500	\$8,584.15	Complete	
GRASS PAD	17	Case	\$517.9000	\$8,804.30	Complete	
SUPREME TURF PRODUCTS, INC.	17	Case	\$518.0000	\$8,806.00	Complete	
WINFIELD SOLUTIONS	17	Case	\$523.0500	\$8,891.85	Complete	Bensumec 4LF
BWI COMPANIES INC	17	Case	\$552.8000	\$9,397.60	Complete	
JOHN DEERE LANDSCAPES	17	Case	\$570.6600	\$9,701.22	Complete	Item # 8451126 Bensumec 4LF 2.5 gal
EWING IRRIGATION PRODUCTS INC	17	Case	\$612.4500	\$10,411.65	Complete	85 EA. 1 Gal price \$122.49/gal
<u>RED RIVER SPECIALTIES INC</u>					No Bid.	
<u>MIDWEST TURF, INC.</u>					No Bid.	

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Line 002 GROUP 2: Ronstar 50WSP or approved equal (please specify substitutions). NOTES: If bidding substitute product or packaging size include product label with bid. 1. DESCRIPTION: A selective preemergent herbicide for the control of annual grasses and broadleaf weeds turf and ornamentals. 2. ACTIVE INGREDIENTS: 50.00% Oxadiazon [2-tert-butyl-4-(2,4-dichloro-5-isopropoxyphenyl)-1,3,4-oxadiazolin-5-one] 3. PACKAGED IN: 5X2X1 pound case All bids to include delivery and MSDS/SDS for location 1. Auburn Hills Golf Course - 355 S. 135th Street West - 2 cases Call Golf Manager 24hrs. before delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST TURF, INC.	2	Case	\$144.1500	\$288.30	Complete	Check rate to verify qty needed due to lower A.I. Phoenix-Starfighter 34.1% Oxadiazon 2 x 2.5G Case. Rate 1.85-2.8oz/m .62-.93 gal/acre \$96.10-\$144.15/acre
VAN DIEST SUPPLY CO	2	Case	\$176.4000	\$352.80	Complete	
HELENA CHEMICAL CO.	2	Case	\$187.2000	\$374.40	Complete	
WINFIELD SOLUTIONS	2	Case	\$202.9400	\$405.88	Complete	Ronstar 50 WSP
RED RIVER SPECIALTIES INC	2	Case	\$207.9000	\$415.80	Complete	10lb case Quoting Oxadiazon 50 WSB by Quali-Pro (20.79

GRASS PAD	2	Case	\$431.2000	\$862.40	Complete	per pound) Quall-Pro/CS+ Oxadiazon 50WSB (5x2lb) case
SUPREME TURF PRODUCTS , INC.	2	Case	\$800.0000	\$1,600.00	Complete	Substitute: Ronstar FLO price \$800.00/2x2.5 gal case
AGRIUM ADVANCED TECHNOLOGIES	2	Case	\$800.0000	\$1,600.00	Complete	Ronstar Flo 2x2.5 gal case \$160.00/gal
JOHN DEERE LANDSCAPES	2	Case	\$1,600.0000	\$3,200.00	Complete	Item # 80847505 Ronstar Flo 2.5 gal
<u>BWI COMPANIES INC</u>					No Bid.	
<u>EWING IRRIGATION PRODUCTS INC</u>					No Bid.	

Line 003 GROUP 3: 10-0-5 Fertilizer w/.19-.25% Dimension (please specify manufacturer and product). 1. Description: A fairway grade fertilizer used on golf course tees and fairways to provide nutrients and the pre-emergent herbicide Dimension. 2. Active Ingredients: Minimum 10% nitrogen (minimum 50% to be slow release sulfur-coated urea). Minimum 5% Potassium from murlate or sulfate of potash. Herbicide active ingredients: Range-Minimum .19% to Maximum .25% Dithiopyr, 3,5-pyridinedicarbothioic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S,S-dimethyl ester. 3. Packaged in: 50 lb. bags All bids to include delivery and MSDS/SDS for each location. DELIVERY DROP LOCATIONS 1. Mac Donald Golf Course - 1036 N. Roosevelt - 120 bags 2. Auburn Hills Golf Course - 355 S. 135th St. West - 240 bags Call Golf Manager 24 hrs. before delivery @ (316) 268-4653

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	360	Bag	\$17.2900	\$6,224.40	Complete	10-0-5 w/50% PCSCU & .19 Dimension
HELENA CHEMICAL CO.	360	Bag	\$17.6700	\$6,361.20	Complete	
SUPREME TURF PRODUCTS , INC.	360	Bag	\$19.2500	\$6,930.00	Complete	
WINFIELD SOLUTIONS	360	Bag	\$19.7500	\$7,110.00	Complete	EC Grow Award 18-0-6 .19% Dimension
GRASS PAD	360	Bag	\$19.8800	\$7,156.80	Complete	EC Grow
JOHN DEERE LANDSCAPES	360	Bag	\$20.8200	\$7,495.20	Complete	Item # 701242 Dimension 15- 0-5 50#
<u>BWI COMPANIES INC</u>					No Bid.	
<u>EWING IRRIGATION PRODUCTS INC</u>					No Bid.	
<u>RED RIVER SPECIALTIES INC</u>					No Bid.	
<u>AGRIUM ADVANCED TECHNOLOGIES</u>					No Bid.	
<u>MIDWEST TURF, INC.</u>					No Bid.	

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Line 004 GROUP 4: Dimension 2EW or approved equal (please specify substitutions) NOTES: If bidding substitute product or packaging size include product label with bid. 1. DESCRIPTION: A flowable herbicide for the control of annual grasses and broadleaf weeds in Ornamental turf (including but not limited to golf course fairways, roughs, tee boxes), landscape ornamentals, commercial sod farms. 2. ACTIVE INGREDIENTS: dithiopyr: S,S'-dimethyl 2-(difluoromethyl) -4-(2-methylpropyl)-6-(trifluoromethyl)-3,5-pyridinedicarbohyioate 3. PACKAGED IN: 2.5 gallon/5 gallon case All bids to include delivery and MSDS/SDS for location. DELIVERY DROP LOCATIONS 1. Auburn Hills Golf Course - 355 S. 135th Street West - 1 case Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1	Case	\$843.8500	\$843.85	Complete	
HELENA CHEMICAL CO.	1	Case	\$875.0000	\$875.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	1	Case	\$950.0000	\$950.00	Complete	
WINFIELD SOLUTIONS	1	Case	\$959.0000	\$959.00	Complete	Dimension 2EW
GRASS PAD	1	Case	\$962.5000	\$962.50	Complete	Quall-Pro/CS1 Dithiopyv 2L
SUPREME TURF PRODUCTS , INC.	1	Case	\$1,080.0000	\$1,080.00	Complete	
BWI COMPANIES INC	1	Case	\$1,089.5400	\$1,089.54	Complete	

Item # 00278317 Dimension

JOHN DEERE LANDSCAPES	1	Case	\$1,206.2400	\$1,206.24	Complete	2EW 2.5 ga;
EWING IRRIGATION PRODUCTS INC	1	Case	\$2,212.2000	\$2,212.20	Complete	QTY 40 4x5 oz \$55.31

RED RIVER SPECIALTIES INC

No Bid.

MIDWEST TURF, INC.

No Bid.

Line 005 GROUP 5: Andersons Goosegrass/Crabgrass Control or approved equal (please specify substitutions) 1. DESCRIPTION: A herbicide product that prevents goosegrass and crabgrass in bermudagrass, zoysiagrass, tall fescue, bentgrass, perennial bluegrass and perennial ryegrass. For use on bentgrass fairways and tees. For use on bentgrass and bermudagrass greens. 2. ACTIVE INGREDIENTS: 5.25% Bensulfide; 1.31% Oxadiazon 3. PACKAGED IN: 28.87 POUND bag All bids to include delivery and MSDS/SDS for each location. DELIVERY DROP LOCATIONS 1. L.W. Clapp Golf Course - 4611 E. Harry - 10 bags 2. Consolver Golf Course - 1931 S. Tyler Rd.- 10 bags Call Golf Manager 24hrs. before delivery @ (316) 268-4653. Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	20	Bag	\$67.9400	\$1,358.80	Complete	
SUPREME TURF PRODUCTS , INC.	20	Bag	\$76.0000	\$1,520.00	Complete	
WINFIELD SOLUTIONS	20	Bag	\$77.0000	\$1,540.00	Complete	Andersons Goose/Crab
BWI COMPANIES INC	20	Bag	\$86.1000	\$1,722.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	20	Bag	\$98.0000	\$1,960.00	Complete	

GRASS PAD

No Bid.

EWING IRRIGATION PRODUCTS INC

No Bid.

RED RIVER SPECIALTIES INC

No Bid.

HELENA CHEMICAL CO.

No Bid.

JOHN DEERE LANDSCAPES

No Bid.

MIDWEST TURF, INC.

No Bid.

Line 006 GROUP 6: Barricade 65WG or approved equal (please specify substitutions). NOTES: Bid prices per pound. If bidding substitute product or packaging size include product label with bid. BULK PACKAGING WILL NOT BE ACCEPTED. 1. DESCRIPTION: A dry formulated herbicide for preemergence control of grass and broadleaf weeds in established turfgrasses, lawns and sod nurseries. 2. ACTIVE INGREDIENT: 65.0% Proflamline 3. PACKAGED IN: 4X5 pound case All bids to include delivery and MSDS/SDS for each location. DELIVERY DROP LOCATIONS 1. Consolver Golf Course - 1931 S. Tyler Rd. - 5 cases Call Golf Manager 24hrs. before delivery @ (316) 268-4653. Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HELENA CHEMICAL CO.	5	Case	\$161.2000	\$806.00	Complete	\$8.06lb Proflamline 65WDG-6x5lb case
AGRIUM ADVANCED TECHNOLOGIES	5	Case	\$186.0000	\$930.00	Complete	\$9.30/lb
RED RIVER SPECIALTIES INC	5	Case	\$189.4000	\$947.00	Complete	per 20lb case Quoting PrimeraOne Proflamline 65WDG (\$9.47 per lb)
JOHN DEERE LANDSCAPES	5	Case	\$202.9600	\$1,014.80	Complete	Item # 084858 Stonewall 65WDG 10 lb
SUPREME TURF PRODUCTS , INC.	5	Case	\$205.0000	\$1,025.00	Complete	Substitute: NuFarm Proclipse 65 Package Size: 5x10# Price \$512.50/cs ext price \$1025.00
WINFIELD SOLUTIONS	5	Case	\$206.9800	\$1,034.90	Complete	Resolute 65WG Syngenta (Barricade)
EWING IRRIGATION PRODUCTS INC	5	Case	\$240.1560	\$1,200.78	Complete	QTY 20 5LB QP Proflamline 65 WDG (Same as Barricade 65WG)
VAN DIEST SUPPLY CO	5	Case	\$283.2000	\$1,416.00	Complete	Proflamline 65WDG \$9.44# ALT BID 4x5=100# 6x5# case x 9.44 = \$944.00= 3.5 Cases ALT BID TOTAL \$1,827.75
MIDWEST TURF, INC.	5	Case	\$300.0000	\$1,500.00	Complete	Phoenix-Knighthawk Proflamline - 65% 4x5 lb case

GRASS PAD	5	Case	\$327.0000	\$1,635.00	Complete	PrimevaOne Prodlamine 65WDG
BWI COMPANIES INC	5	Case	\$405.0000	\$2,025.00	Complete	Barricade \$2,025.00 ALT BID: Resolute 65WG 4x5 lb \$217.12/cs total \$1,085.60 TOTAL w/ALT BID 13,294.74

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB440021 Predco Saddles & Saddle Tees

Close Date/Time: 2/7/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Sewer Maintenance Division

Responses: 3

Vendors	Complete	Bid Total	City Comments
<u>HD SUPPLY WATERWORKS LTD</u>	Complete	\$34,811.10	Award 2/11/14 Public Works & Utilities/Water Sewer Maintenance Division
<u>HAJOCA CORPORATION</u>	Complete	\$35,977.10	
<u>WICHITA WINWATER WORKS CO</u>	Complete	\$37,173.60	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line
Solicitation: FB440021 Predco Saddles & Saddle Tees

Close Date/Time: 2/7/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Sewer Maintenance Division

Responses: 3

Go to: 001

Line 001 4" PREDCO SADDLE KIT: 4" High Impact PVC Plastic Saddle with Epoxy Kit and stainless steel band one size fits all pipe. Kit to include one (1) 4" Predco Fast-Fit saddle Predco Part # HTS4/E, one (1) 4" Predco Epoxy Kit Part # PE44 with mixing paddle stick and one (1) stainless steel band Predco Part # 5B/F. NO SUBSTITUTIONS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HAJOCA CORPORATION	30	Each	\$35.2100	\$1,056.30	Complete	
HD SUPPLY WATERWORKS LTD	30	Each	\$35.2200	\$1,056.60	Complete	
WICHITA WINWATER WORKS CO	30	Each	\$38.0800	\$1,142.40	Complete	

Line 002 6" PREDCO SADDLE KIT: 6" High Impact PVC Plastic Saddle with Epoxy Kit and stainless steel band one size fits all pipe. Kit to include one (1) 6" Predco Fast-Fit saddle Predco Part # HTS6/E, one (1) 6" Predco Epoxy Kit Part # PLE 88 with mixing paddle stick and one (1) stainless steel band Predco Part # 5B/F. NO SUBSTITUTIONS [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	10	Each	\$46.8400	\$468.40	Complete	
HAJOCA CORPORATION	10	Each	\$46.8500	\$468.50	Complete	
WICHITA WINWATER WORKS CO	10	Each	\$51.2400	\$512.40	Complete	

Line 003 4" PREDCO EXPOXY KIT: Predco Epoxy kit only for 4" saddles with mixing paddle stick. Predco Part #PE44. NO SUBSTITUTIONS [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	890	Each	\$13.6100	\$12,112.90	Complete	
HAJOCA CORPORATION	890	Each	\$13.6600	\$12,157.40	Complete	
WICHITA WINWATER WORKS CO	890	Each	\$14.7200	\$13,100.80	Complete	

Line 004 6" PREDCO EXPOXY KIT: Predco Epoxy kit only for 6" saddle with mixing paddle stick. Predco Part #PLE88. NO SUBSTITUTIONS [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	30	Each	\$23.4400	\$703.20	Complete	
HAJOCA CORPORATION	30	Each	\$23.4600	\$703.80	Complete	
WICHITA WINWATER WORKS CO	30	Each	\$25.6400	\$769.20	Complete	

Line 005 DONUTS: Femco #490-405 Donuts NO SUBSTITUTIONS [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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HAJOCA CORPORATION	20	Each	\$7.6100	\$152.20	Complete
HD SUPPLY WATERWORKS LTD	20	Each	\$7.6100	\$152.20	Complete
WICHITA WINWATER WORKS CO	20	Each	\$8.3300	\$166.60	Complete

Line 006 DONUTS: Fernco #614-609 Donuts NO SUBSTITUTIONSTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HAJOCA CORPORATION	20	Each	\$12.7200	\$254.40	Complete	
HD SUPPLY WATERWORKS LTD	20	Each	\$12.7200	\$254.40	Complete	
WICHITA WINWATER WORKS CO	20	Each	\$13.9100	\$278.20	Complete	

Line 007 8 X 4" SDR35 SW Saddle Tee, Centering Ring, 4" SCH40 Inlet, and including two 40" stainless steel quick release worm drive straps. Plastic Trends, Multi-Fitting or GPK MANUFACTURER/MODEL:Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	330	Each	\$26.7800	\$8,837.40	Complete	
HAJOCA CORPORATION	330	Each	\$28.2500	\$9,322.50	Complete	
WICHITA WINWATER WORKS CO	330	Each	\$28.3000	\$9,339.00	Complete	

Line 008 10 X 4" SDR35 SW Saddle Tee, Centering Ring, 4" SCH40 Inlet, and including two 40" stainless steel quick release worm drive straps. Plastic Trends, Multi-Fitting or GPK MANUFACTURER/MODEL:Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	300	Each	\$37.4200	\$11,226.00	Complete	
HAJOCA CORPORATION	300	Each	\$39.5400	\$11,862.00	Complete	
WICHITA WINWATER WORKS CO	300	Each	\$39.5500	\$11,865.00	Complete	

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Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Caterpillar Certified Power Train Rebuild

FOR A TOTAL OF \$155,233.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Fleet & Facilities Division

Vendor	Reference Authority	Cost
Foley Equipment Co Inc.	Ordinance No. 35-856 Section 2 (b)	\$155,233.00

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 11, 2014**

PRELIMINARY ESTIMATE of the cost of Storm Water Drain No. 381 to serve Remington Place Addition (District II) (468-84787/751512/485-403) – Total Estimated Cost \$549,450.

To the City Council
Wichita, Kansas

Date of CC 02/11/2014
(OCA/PROJ) 751512/468-84787
(PPN) 485-403

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

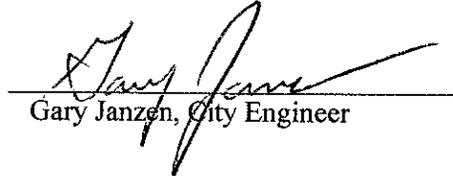
PRELIMINARY ESTIMATE of the cost of Storm Water Drain No. 381 to serve Remington Place Addition (District II).

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 \$549,450

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 _____, 2014.

City Clerk

PRELIMINARY ESTIMATE of the cost of Storm Water Drain No. 381 to serve Remington Place Addition (District II) (468-84787/751512/485-403) – Total Estimated Cost \$549,450.

Page _____

Exhibit _____

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas
February 11, 2014
468-84787

City Clerk
Wichita, Kansas

OCA# 751512
PPN# 485403

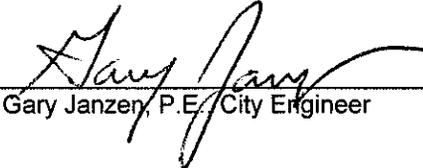
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 381 to serve Lot 1, Block 1, Remington Place Addition (south of 21st Street North, east of Webb Road)

Contract Amount	\$169,657.25
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$10,700.43
Engineering & Inspection	\$365,085.01
Publication	\$259.45
Abstract	\$20.00
Construction Cost	<u>\$545,722.14</u>
Idle Fund Interest Estimated	\$842.68
Temporary Financing Estimated	<u>\$335.18</u>
Subtotal	\$546,900.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	<u>\$546,900.00</u>

Respectfully Submitted,



 Gary Janzen, P.E./ City Engineer

Property \$546,900.00

Benefit Fee \$0.00

September 2014
Chesney 814
15 years

Petition/Resolution Amount: \$495,000.00
Increase by 1% per month after: November 1, 2012

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grant (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the grant contract.

Background: Since 1972, the City has received grant funding from the Environmental Protection Agency (EPA) to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment (KDHE) has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities. Under the terms of the KDHE contract, the City of Wichita provides regulatory services throughout Wichita and Sedgwick County. The one-year contract period will begin on April 1, 2014.

Analysis: This is one of three separate Air Quality Program grants that allow the Environmental Health Division to provide comprehensive air quality services that address public health and environmental protection throughout the county. This federal and state support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for almost 40 years and has maintained good working relationships with both the EPA and KDHE which is essential in dealing with ever-changing and emerging air quality issues.

Financial Considerations: The total grant budget associated with this contract is \$36,380. No local match is required. In addition to the EPA Section 103 grant presented here, a contract which includes an EPA Section 105 grant and a KDHE grant with a funding period from October 1 to September 30 and a total budget of \$306,738 (including local match) was approved by City Council on September 24, 2013.

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

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

Attachments: KDHE contract.

GRANT CONTRACT

Between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

And

**CITY OF WICHITA, PUBLIC WORKS DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH**

Section I-Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement a portion of the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FFY 2015 EPA 103 (Appendix A), and defines the funding arrangements for such services which are to be provided. The contract period is from April 1, 2014 to March 31, 2015.

Summary of Grant Expenditures by Fund

Federal 103 Grant up to:	<u>\$36,380.00</u>
Total Grant not to exceed: \$36,380.00	
Total KDHE Reimbursement not to exceed:	\$36,380.00

Summary of Grant Expenditures by Activity

Ambient Air Monitoring	\$29,613.00
Indirects	\$6,767.00
Total Grant not to exceed	\$36,380.00

Section II-Requirements-WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FFY 2015 EPA 103 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To only use Federal 103 money for air quality related activities associated with the Kansas Air Quality Act and FFY 2015 EPA 103 Work Plan which may be amended under the provisions of Section IV.2.
3. To participate in the implementation of the Kansas Air Quality Act and provide documentation of satisfactory progress toward meeting the objectives in accordance with the FFY 2015 EPA 103 Work Plan, as related to the Federal 103 Air Pollution Control performance goals. WDEH shall submit to KDHE quarterly progress reports as specified in the FFY 2015 EPA 103 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A-(5/96) for Federal 103 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.
4. To obtain written approval in advance for the purchase of any item of equipment costing \$5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDEH upon termination of this contract. The purchase shall not be segmented or otherwise structured to avoid the \$5,000.00 limit.
5. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records necessary to certify compliance with KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
6. To comply with the provision of the Kansas Open Records Act (KORA) in performing Work plan activities contained in this contract per K.S.A. 42-216(a).
7. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.
8. The federal laws and requirements applicable to the State of Kansas pursuant to the underlying grant from EPA are listed in Appendix B and are incorporated into the contract. By virtue of application for and receipt of grant funds, certain of these requirements apply to any sub-grantee and are enforceable against such sub-grantee. Failure to comply may result in initiation of administrative, civil, or criminal action against the sub-grantee including but not limited to suspension or termination of the sub grant and loss of grant funds or a requirement to reimburse those funds. All sub-grantees are responsible for knowledge of these requirements as set forth in the underlying grant from EPA to the State.

Section III-KDHE Agrees:

1. To make payments, not to exceed \$36,380.00 from the Federal 103 fund to WDEH for conducting the KDHE Air Quality Program as authorized in the FFY 2015 EPA 103 Work Plan (See Appendix A).
2. BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect the WDEH Air Quality Program.
3. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.

Section IV-Other Terms and Conditions-It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the "Kansas Prompt Payment Act" (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of EPA 103 funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This Contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to KDHE-BOA.
3. That the provisions found in Contractual Provisions Appendix C (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

Contract Administrators:

Kansas Department of Health and Environment-Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Public Works Department, Division of Environmental Health-Don Henry, 316-268-4664, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and KDHE to its terms.

Carl Brewer, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Dr. Robert Moser
Secretary
Kansas Department of Health
and Environment

Date: _____

Attest:

Karen Sublett Date
City Clerk

Approved as to form:

Gary E. Rebenstorf Date
Director of Law

**APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, PUBLIC WORKS DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FFY 2015 EPA 103
Contract Period April 1, 2014 – March 31, 2015**

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Randy Owen and Don Henry	316-268-8351
Monitoring				
Administrative Issues	Tom Gross	785-296-1692	RandyOwen, Don Henry	316-268-8353
Network design/configuration	Doug Watson	785-296-0910	Randy Owen	316-268-8353
General Operation and Maintenance	Gary Ficklin	785-296-1554	Randy Owen	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	Randy Owen	316-268-8353
Data Issues	Doug Watson	785-296-0910	Randy Owen	316-268-8353

II. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
 - 40 CFR Part 58,
 - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
 - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
 - Instrument Operator’s Manuals.
2. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations.

- B. **General**
1. **Operation:** WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
 2. **Maintenance:** WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.
- C. **PM_{2.5} FRMs**
1. WDEH will retrieve/change, prepare, and ship PM_{2.5} filter elements (including field blanks) to contract laboratory on schedule. Collect field blank after every tenth routine sample. Download/record, review, and transmit required data from samplers.
 2. WDEH will perform monthly verifications (temperature, pressure, leak check, flow rate). Change impactors after every five sampler runs. Perform annual calibrations.
- D. **PM_{2.5} Speciation**
1. WDEH will retrieve/change, prepare, and ship filter cassettes to laboratory on schedule. Submit field blanks and trip blanks to laboratory. Download/record, review, and transmit required data from speciation sampler.
 2. WDEH will perform monthly verifications (date and time, temperature, pressure, leak check, flow chart) and annual calibrations.
- E. **Review and Submission of Data**
1. WDEH will transmit PM_{2.5} sampler data to BOA prior to the 7th of the following month. Submit data quality report by the 15th of the following month.
 2. WDEH will quarterly: collect a minimum of 85% complete and valid samples and data from at least 90% of SLAMS and NAMS continuous pollutant monitors (including TEOMs). Collect a minimum of 75% complete and valid samples and data from at least 90% of SLAMS and NAMS particulate matter samplers (HiVol PM₁₀ and Sequential PM_{2.5}).
- F. **Other Monitoring Projects Sumner County (Peck Community Center) PM_{2.5}**
1. WDEH will operate and maintain the existing PM_{2.5} sampler at the Peck Community Center in Sumner County in the manner described above.
- G. **Reporting and Funding**
1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.

2. Schedule

Monitoring	Number
PM _{2.5} - Regular	3
PM _{2.5} - Colo	1
Speciation 1/6	1
Peck PM _{2.5} Regular	1
Total	6

3. Quarterly Reporting Requirements

1 st Quarter (4/01/14 - 6/30/14)	2 nd Quarter (7/1/14 - 9/30/14)	3 rd Quarter (10/1/14 - 12/31/14)	4 th Quarter (1/1/15 - 3/31/15)

III. Indirect Costs

- A. WDEH & BOA agree to an indirect costs associated with this contract of 17.9% of the total account reimbursed by BOA.
- B. Quarterly Reporting Requirements

1 st Quarter (4/01/14 - 6/30/14)	2 nd Quarter (7/1/14 - 9/30/14)	3 rd Quarter (10/1/14 - 12/31/14)	4 th Quarter (1/1/15 - 3/31/15)

Appendix C: 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 provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), 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 _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the 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 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.

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 of this contract shall find that 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 that 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 an officer or employee of any 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.

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council
SUBJECT: Design Services Agreement for Liberty Park Third Addition (District V)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the agreement.

Background: On January 7, 2014, the City Council approved petitions for sanitary sewer, water, and paving improvements to serve Liberty Park Third Addition, south of 13th Street North, east of 135th Street West.

Analysis: The proposed agreement between the City and Baughman Company, P.A. provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$29,300 and will be paid by special assessments.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY P.A.

for

LIBERTY PARK 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448-89987 serving Lots 9 through 21, Block A, Lots 28 through 37, Block C; Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (Project No. 448-89987).

LATERAL 15, NORTHWEST INTERCEPTOR sewer serving Lots 19 through 21, Block A, Lots 31 through 34, Block C; Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (Project No. 468-83853).

FORESTVIEW from the south line of Lot 27, Block C, south to the north line of Lost Creek; **Lost Creek** from the west line of Forestview, east to the east line of Lot 21, Block A, Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (Project No. 472-84069)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Northborough 3rd Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit “A”**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit “A”**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY’S Affirmative Action Program as set forth in Exhibit “B” which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit “A”; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman’s Compensation and Employer’s Liability Policy shall be procured and maintained. This policy shall include an “all state” endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman’s Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448 89987	\$5,000.00
Project No. 468 83853	\$4,900.00
Project No. 472 84069	\$19,400.00
TOTAL	\$29,300.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.

2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the project.
4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

Baughman Company, P.A.

N. Brent Wooden, P.E.
President

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (Project No. 448-89987; 468-83853; 472-84069)

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

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

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

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

CAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

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

Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **February 26, 2014**

- (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **March 10, 2014**.

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

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

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

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

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

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

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

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

II. WATER LINE

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

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

III. STORM SEWER

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

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

IV. PAVING

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

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

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

Sub-Division Projects

I. SANITARY SEWER

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

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

II. WATER DISTRIBUTION SYSTEM

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

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

III. WATER SUPPLY LINE

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

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

IV. STORM SEWER

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

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

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

V. MASS GRADING

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

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

VI. PAVING

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

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

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

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

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

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

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

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

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

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

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

Utility Plan Review:

- Correct as Shown
- Corrections needed
- Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before **to:**

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

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

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

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

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

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

EXHIBIT "B"

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CITY OF WICHITA
City Council Meeting
February 11, 2014

TO: Mayor and City Council Members
SUBJECT: Weapons Destruction
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: The City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), and includes Exhibit A – 47 long guns and 118 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed.

JANUARY 2014 LONG GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	08C041285	REMINGTON	WINGMASTER870	1143614M	12GA	SP
2	09C084312	RUGER	10/22	350-00700	.22	RI
3	09C070925	MOSSBERG	500A	R308777	12GA	SP
4	09C067270	MOSSBERG	88	MV67446F	12GA	SP
5	09C072578	REMINGTON	NYLON22	2340651	.22	RI
6	09C073134	MOSSBERG	500A	L608755	12GA	SP
7	09C071746	MARLIN	6060	0K016782	.22	RI
8	09C066414	NORINCO	SKS	1713281	7.62	RI
9	09C066414	MOSSBERG	500A	P681752	12GA	SP
10	09C078883	MOSSBERG	500A	R853453	12GA	SP
11	09C077927	H & R	TOPPER83	AT274769	12GA	SS
12	V020597	SAVAGE	350SERIESP	D068314	16GA	SS
13	09C080504	SAVAGE	67SERIESB	A905453	12GA	SP
14	09C074078			225723		RI
15	09C070228	SEARS ROEBUCK	100.100		20GA	SS
16	09C065862	ROSSI		T91488	20GA	SE
17	09C069741	SAVAGE	940		410GA	SS
18	09C073134	J STEVENS				SS
19	09C078261	MARLIN	60	01112478	.22	RI
20	09C083297	NORINCO	SKS	23001994	7.62	RI
21	09C089317	ITHACA	37	276553	20GA	SP
22	09C083348	REMINGTON	597	A2627127	22	RI
23.	09C086473	MOSSBERG	500A	T454752	12GA	SP
24	09C086894	REMINGTON	11	446965	12GA	SI
25	09C087154	PREMIER			22	RS
26	09C087154	REMINGTON	522VIPER	3130739	22	RI

Exhibit "A"

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	00C0118285	SAVAGE ARMS	67	D319330	20GA	SP
28	09C089143	RUGER	10/22CARBINE	115-65749	22	RI
29	09C085535	NORINCO	22ATD	517014	22	RI
30	09C087950	MOSSBERG	500A	K706953	12GA	SP
31	09C089520	MOSSBERG	500A	T136382	12GA	SP
32	09C084038	MARLIN	336	20025169	30/30	RL
33	09C086885	MOSSBERG	385KA		20GA	SB
34	09C093162	BROWNING	BL22	09438PR126	22	RL
35	09C097145	REMINGTON	572		22	RP
36	09C096470	REMINGTON	510		22	RB
37	09C090917	RUSSIAN		95023542		SS
38	09C093919	SEARS	66	2909101	12GA	SI
39	09C097338	MOSSBERG	500A	T105939	12GA	SP
40	09C097145	REMINGTON	870	391945V	12GA	SP
41	09C097145	WINCHESTER	97	4561566	30-30	RL
42	09C093162	WINCHESTER	12	1853534	12GA	SP
43	09C093162	BROWNING		70136E47	22	RL
44	09C094678	NEW ENGLAND	PARDNER	NV267256	12GA	SS
45	09C097145	COAST TO COAST	285		22	RI
46	09C096291	WINCHESTER	62A		22	RP
47	09C090737	NEW ENGLAND	PARDNERTRACKERII	NV262782	12GA	SS
48						
49						
50						
51						
52						

JANUARY 2014 HAND GUN TBD LIST

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	09C069020	HI POINT	C9	P1335585	9MM	PI
2	09C068627	FEG	PA68	L005608	9X18	P1
3	09C075378	FIE	TITAN	D963592	.25	PI
4	09C068598	DEAWOO	DP51	404735	9MM	PI
5	09C078106	LORCIN	L380	058252	380	PI
6	09C080579	HI POINT	CF380	P845668	380	PI
7	09C070984	H & R	929	AS91773	22	PR
8	09C072578	BRYCO	BRYCO59	938103	9MM	PI
9	09C066063	BERSA	THUNDER380	645777	380	PI
10	09C076358	ESSEX ARMS		76418	45	PI
11	09C080579	TAURUS		TB792705	44	PR
12	09C077736	TAURUS	65	1C123373	357	PR
13	09C081226	BRYCO	48	559008	380	PI
14	09C079488			020717	9MM	PI
15	09C084312	TANFOGLIO	BTA90	G24099	9MM	PI
16	09C074329	GLOCK	22	EKK744US	40	PI
17	09C075250	BRYCO	38	081011	380	PI
18	09C074312	SIG SAUER	P220	G159951	45	PI
19	09C075768	GLOCK	22	GSR334	40	PI
20	09C073134	INTRATEC	TEC-9	E001739	9MM	PI
21	09C082226	TAURUS	66	MC77937	38	PR
22	09C076481	BRYCO	JENNINGST380	1431058	380	PR
23	09C078517	DERRINGER CORP		5961	22	PD
24	09C066414	ISREAL MILITARY	DESERTEAGLE	144529	9MM	PI
25	09C077478	GLOCK	23	GYB366	40	PI
26	09C077211	JP SAUER AND SOHN	WESTERNMARSHALL	1203914	44	PR

27	09C079026	BRYCO	48	556170	380	PI
28	09C080081	GLOCK	26	LYM192	9MM	PI
29	09C067762	CHARTER ARMS	BULLDOG	264072	44	PR
30	09C069081	DAVIS	D-22	224300	22	PD
31	09C069700	COLT	OFFICIALPOLICE	565006	38	PR
32	09C074995	BRYCO	BRYCO59	824174	380	PI
33	09C079128	HI POINT	JHP	X4109623	45	PI
34	09C082186	RUGER	SP101	573-45572	357	PR
35	09C066946	RUGER	GP100	174-25368	357	PR
36	09C080579	LORCIN	L380	384538	380	PI
37	09C075222	COBRA	FS380	FS020838	380	PI
38	09C071077	SMITH & WESS	SW380	REA1430	380	PI
39	09C077295	LORCIN	L380	395595	380	PI
40	09C082186	DAVIS	DM-22	472360	22	PD
41	09C073224	STAR			45	PI
42	09C072894	TAURUS	PT111PRO	TAT72171	9MM	PI
43	09C069028	CHARTER ARMS	PATHFINDER	423673	22	PR
44	09C067276	RUGER	P89DC	303-50382	9MM	PI
45	09C070617	RUGER	GP100	174-07562	357	PR
46	09C072891	RG	RG31	0132236	38	PR
47	09C076606	RUGER	NEWMODELSINGLESIX	69-28491	22	PR
48	09C074053	ROHM	66	1C305310	22	PR
49	09C071019	PHOENIX ARMS	HP22A	4234162	22	PI
50	09C075623	GLOCK	36	DVU397US	45	PI
51	09C068665	IMEZ	IJ-70-17A	BKK3780	380	PI
52	09C069342	LORCIN	L380	066879	380	PI
53	09C093465	HI-POINT	C9	P1382739	9MM	PI
54	09C097145	HI-POINT	JHP	X4109622	45	PI

55	09C097145	HI-POINT	C9	P1240592	9MM	PI
56	09C096123	JIMENEZ	JANINE	073186	9MM	PI
57	09C097090	HIGH STANDARD	SK-100	457757	22	PI
58	09C093282	HI-POINT	C9	P1415894	9MM	PI
59	09C091377	FIE	F15		22	PR
60	09C091069	HERITAGE	ROUGH RIDER	F33406	22	PR
61	09C090140	TAURUS	PT111PRO	TAS40502	9MM	PI
62	09C092393	COBRAY	M-11/NINE	89-0060951	9MM	PI
63	09C097090	BRYCO	JENNINGSJ22	407354	22	PI
64	09C093005	FIE	TITAN	ED03723	22	PI
65	09C097090	FIE	TITAN	ED08926	22	PI
66	09C097308	DAVIS IND	P-380	AP391211	380	PI
67	09C093465	KELTEC	P3AT	00359	380	PI
68	09C093005	SMITH & WESS	5906	TDF4656	9MM	PI
69	09C087627	BERETTA	92FS	BER105063	9MM	PI
70	09C094666	RUGER	SINGLE-SIX	21-42644	22	PR
71	09C097090	HI-STANDARD	W-104	160171	22	PR
72	09C093947	BERETTA	92FS	BER121044	9MM	PI
73	09C094678	TAURUS	PT145PRO	NBW90417	45	PI
74	09C093567	LORCIN	L380	263453	380	PI
75	09C094542	CHARTER ARMS	UNDERCOVER	A5925	38	PR
76	09C093023	HI-POINT	C9	P1362623	9MM	PI
77	09C090860	SPRINGFIELD ARMORY	1911-A1	104212	45	PI
78	09C085535	ROHM	63	037330	38	PR
79	09C095209	COLT	DETECTIVE SPECIAL	BA9193	38	PR
80	09C093228	HI-POINT	JCP	X785503	40	PI
81	09C520027	LLAMA		B73033	9MM	PI

82	09C091286	LORCIN	L9MM	L045444	9MM	PI
83	09C094230	SPRINGFIELD ARMORY	XD-40		40	PI
84	09C095337	FIE	TITAN	Z83106	380	PI
85	09C086885	HIGH STANDARD	SENTINEL DELUXE	2392396	22	PR
86	09C093947	DAN WESSON		239075	357	PR
87	09C093051	COLT	MK111		357	PR
88	09C084814	ITHACA	M1911A1USARMY	1885919	45	PI
89	09C093947	TITAN	TIGER	N033839	38	PR
90	09C089494	FIE	E22	AB14376	22	PI
91	09C085535	GEN PREC CORP	20	56507	22	PR
92	09C088329	TAURUS	PT945	NVC58257	45	PI
93	09C088060	HI-POINT	JHP	X458788	45	PI
94	09C064559	SMITH & WESS		60847	32	PR
95	09C089346	HI-POINT	C9	P1356799	9MM	PI
96	09C083597	BERSA	THUNDER45	573785	45	PI
97	09C085808	HIGH STANDARD	R-109	2217348	22	PR
98	09C084436	TAURUS	W5SS2	WL50897	38	PR
99	00C085011	DAVIS	P-380	AP009881	380	PI
100	09C089821	GLOCK	17	KBR219	9MM	PI
101	09C087063	HWM	EA/R	1069255	38	PR
102	09C083974	CZECH	Y9520		7.62	PI
103	09C088060	SPRINGFIELD ARMORY	1911-A1	WW92006	45	PI
104	09C086954	SMITH & WESS	SW40F	PAB2029	40	PI
105	09C089520	LORCIN	L380	143204	360	PI
106	09C085987	HI-POINT	C9	P1327282	9MM	PI
107	09C088864	CDM	CDM	230881	22	PI
108	09C089494	RAVEN	MP-25	1078824	25	PI

109	09C087648	GLOCK	17	NDY694	9MM	PI
110	09C087550	HIGH STANDARD	M-101	1354899	22	PI
111	09C089143	RUGER	22/45	220-35663	22	PI
112	09C089577	GLOCK	17	AML916US	9MM	PI
113	09C087321	HI-POINT	C9	P1488573	9MM	PI
114	09C093162	HI-POINT	JCP	X773362	40	PI
115	09C093228	HI-POINT	JCP	X785505	40	PI
116	09C097090	AMT	BACK UP	B12626	380	PI
117	09C097090	SMITH & WESS		24181	38	PR
118	09C097090	STALLARD ARMS	35	036107	9MM	PI

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
JANUARY 2014**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
				CONTRACT DATES	REMAINING
Airport Media Buying Services	1/31/2015	Copp Media Services Inc.	Airport Authority	2/5/2013 - 1/31/2014	3 - 1 year options
Airport Specific Marketing Services to Include Website Management, Digital and Social Media Marketing, and Creative Design	1/31/2015	Sullivan Higdon & Sink	Airport Authority	2/5/2013 - 1/31/2014	3 - 1 year options
Check Collection Services	1/31/2015	Recheck, Inc.	Finance	2/1/2012 - 1/31/2013	2 - 1 year options
Computer Controlled Access Security System - Technical Support Program	1/4/2015	Simplex Grinnell LP	Airport Authority	1/5/2010 - 1/4/2012	Last option
Janitorial Services for Fire Department Regional Training Facility	1/31/2014	Tee Time Investments, Inc. DBA Ramco Building Maintenance	Public Works & Utilities	2/1/2013 - 1/31/2014	Last option
Janitorial Services for Police Substations	1/31/2015	Clean Country, Inc.	Public Works & Utilities	2/1/2012 - 1/31/2013	Last option
Janitorial Tools	1/31/2015	Massco, Inc.	Various	2/1/2013 - 1/31/2014	1 - 1 year option
Liquid Polyelectrolyte (Bulk Delivery)	1/31/2015	Polydyne, inc.	Public Works & Utilities	2/5/2013 - 1/31/2014	1 - 1 year option
Oils -Lubricating, Gear, Grease, Transmission Fluid and Oil Analysis - Group 2	1/31/2015	Universal Lubricants, LLC	Various	2/1/2012 - 1/31/2013	Last option

**PROFESSIONAL CONTRACTS UNDER \$25,000
JANUARY 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Burns & McDonnell Engineering Co., Inc.	PO440015	Engineering Consulting	24,000.00		
Sullivan Higdon & Sink	DP340951	Marketing Consulting	\$25,000.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR JANUARY 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Oracle America Inc.	DP440096	Software Maintenance/Support	\$53,860.29		
Granicus Inc.	DP440034	Software Maintenance/Support	\$35,400.00		
Logic Inc.	DP440035	Software Maintenance/Support	\$39,862.11		

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: Contract for Professional Training and Consulting Services

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the agreement with Daigle Law Group, LLC to provide legal services, training and consulting services for the Wichita Law Department and Wichita Police Departments.

Background: The City of Wichita currently has litigation pending in state and federal courts against Wichita Police Department Officers. Eric Daigle, an Attorney with Daigle Law Group LLC, is a nationally known expert in policy review, training and policy development for law enforcement agencies. Mr. Daigle provides legal services as a training and policy consultant for a number of law enforcement agencies throughout the country.

Analysis: The proposed contract will provide the necessary funding for the employment of Mr. Daigle to assist with the revision of police policies and procedures and provide supplemental training for Wichita Police Department Officers and serve as a consultant for litigation matters.

Financial Considerations: Funding for the contract, in an amount not to exceed \$50,000, will be paid from the Self Insurance Fund. The finance department is authorized to make any necessary budget adjustments.

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

Recommendations/Actions: It is recommended that the City Council authorize the Mayor to approve the contract for legal consulting and training services, and approve any necessary budget adjustment.

Attachments: Contract for consulting and professional services.

-+CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of FEBRUARY, by and between the CITY OF WICHITA, a municipal corporation hereinafter known as "CITY", and ERIC P. DAIGLE, whose principal address is P.O Box 123, Southington, CT 06489, hereinafter known as "CONTRACTOR".

WHEREAS, the CITY is defending a number of claims which allege violations of individuals' civil rights by City police officers, while acting as employees and agents of City; and

WHEREAS, CONTRACTOR is an attorney who possesses specific expertise valuable to CITY for assisting in the development of policies and procedures and training of Wichita Police Department Officers;

IT IS THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

1. CONSULTANT will be retained to provide legal advice and professional legal services to the CITY on the following:
 - A. Assist Wichita Police Department staff to update and develop policies to maintain current law enforcement standards;
 - B. Observe all department field procedures and operations to assure compliance with legal requirements;
 - C. Conduct training and review training curriculum to assure compliance with legal requirements;
 - D. Additional tasks as requested or directed by the City Manager or Chief of Police;
2. As part of his review, CONSULTANT agrees to confer with the Chief of Police or City Manager and as necessary with other employees of CITY in order to convey CONSULTANT'S legal advice concerning the professional conduct of CITY and its employee officers.
3. As consideration for the legal services performed herein, CITY agrees to pay and CONSULTANT agrees to accept an hourly rate of \$200.00 per hour for his professional services. In addition to the amount set forth above, the CITY agrees to reimburse CONSULTANT any travel expenses flight, hotel, rental car and per diem. The maximum funds to be billed, absent a supplement contract, will be \$50,000.00.

4. 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 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 Worker's 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 while so engaged in any of the work or service anticipated herein, shall be the sole obligation and responsibility of the CONSULTANT.
5. The laws of the State of Kansas shall govern the validity, construction, interpretation, and effect of this Agreement. Venue for the resolution of any dispute shall be in Sedgwick County, Kansas.
6. 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.
7. The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:
 - (a) Representing the CITY:

Gary E. Rebenstorf
Director of Law and City Attorney
455 N. Main 13th floor
Wichita, Kansas 67202
(316) 268-4681
 - (b) Representing the CONSULTANT:

Mr. Eric Daigle, Esq.
Daigle Law Group, LLC
P.O. Box 123
Southington, CT 06489
8. CONSULTANT will carry occurrence insurance coverage during the term of this Agreement and any extensions thereof for Comprehensive General Liability, Broad Form Property Damage, Contractual Liability and Automobile Liability with minimum limits of \$500,000.00. CONSULTANT indemnifies the CITY

against any claim raised against it by a third party resulting from or caused by the negligent acts of CONSULTANT or his employees.

9. Notwithstanding any other provision of this Agreement, the CONSULTANT warrants that he shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, nor delegate any duties arising under this contract to any other person or entity absent the express written consent of the CITY.
10. The CONSULTANT shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement.
11. Except as otherwise stated above, payments for professional services and expenses shall be made upon presentation for statements for the same as approved by the City Manager, and in accordance with the CITY'S routine accounts payable procedures. CONSULTANT agrees to provide tax identification numbers and other documentation in a form acceptable to CITY for purposes of billing for services under the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first written.

CITY OF WICHITA, KANSAS

Robert Layton, City Manager

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CONSULTANT

ERIC P. DAIGLE
DAIGLE LAW GROUP, LLC

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous and Unsafe Structures (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinances on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board-up and secure private property that is in violation of housing and/or building code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the (MABCD) bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board-up abatements in question, and the (MABCD) is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on February 28, 2014. The property owners have 30 days from the date of the statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2014 tax roll.

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

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments and Ordinances

<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
B-08412	128146	1844 (1838) S Lulu	demolition (condemnation)	\$7,316.33	I
B-08792-1	128776	1906 S Pattie	demolition, Sewer, Gas removal	\$6,433.27	III
		(Combined with Memo date	11-5-2013	\$5,658.00	
			11-20-2013	\$420.00	
			<u>1-14-2014</u>	<u>\$355.27</u>	
			New Total	\$6,433.27)	
A-06192	106440	1023 S Wichita	demolition & gas removal	\$15,009.27	III
		(Combined with Memo date	12-12-2013	\$14,654.00	
		"	1-14-2014	<u>\$355.27</u>	
			New Total	\$15,009.27)	
C 20617	166205	2230 N Piatt Ave	emergency board-up	\$ 1763.68	I
C 29279	174630	3981 E Whitney Ln	emergency board-up	\$ 1158.71	III
C 42729	188976	2645 White Cliff S	emergency board-up	\$ 212.17	II
A 01221	100487	1304 N Waco Ave	emergency board-up	\$96.23	VI
A 086860001	109474	2046 N Park Place	emergency board-up	\$ 113.83	VI
D 026760001	201771	1506 S Martinson Ave	emergency board-up	\$195.55	IV
D 0540600AA	205575	517 W Hendryx Ave	emergency board-up	\$238.02	IV
D 02023	201025	625 W Hendryx Ave	emergency board-up	\$182.82	IV
		(Combined with memo date	12/28/2013 @625 W Hendryx Ave	\$75.66	
		"	<u>12/28/2013 @635 W Hendryx Ave</u>	<u>\$107.16</u>	
			New Total	\$182.82)	
C 30248	175617	1362 S Bluffview Dr	emergency board-up	\$162.45	III
C 032040003	139239	1754 N Volutsia Ave	emergency board-up	\$115.71	I
B 03258	121992	532 N Wabash Ave	emergency board-up	\$167.60	I
C 02799	138781	1348 N Green St	emergency board-up	\$160.16	I
C 010200001	136159	1820 E 12 th St N	emergency board-up	\$109.23	I
A 01197	100461	1102 N Waco Ave	emergency board-up	\$140.73	VI
D 22075	223016	201 S Ridge Rd	emergency board-up	\$103.82	V

____ Published in the Wichita Eagle on **February 28, 2014**

ORDINANCE NO. 49-665

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 49-51 & S 5 FT LOT 53 WICHITA ST. KELSCH 2ND. ADD.	15009.27
LOTS 58-60-62-64-66 & S 6 1/2 FT LOT 68 EXC SWLY 52.78 FT CC A-55025 LULU AVE. STRONG'S ADD.	7316.33
LOTS 6-8 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	6433.27

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2014** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **25th day of February, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on February 28, 2014

ORDINANCE NO. **49-666**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 1001-1003 WACO AVE. LEWELLEN ADD.	140.73
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	96.23
BEG 598 FT W & 30 FT S NE COR S1/2 NE1/4 NE1/4 W 80 FT S 50 FT E 79.23 FT N 50 FT TO BEG SEC 8-27-1E	113.83
LOTS 8-10 HEIL ADD.	167.60
W 1/2 LOTS 82-83 ROSENTHAL'S 2ND. ADD.	109.23
LOTS 10-12 GREEN ST. FAIRMOUNT PARK ADD.	160.16
LOTS 92-94 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	115.71

LOT 19 BLOCK 6 WILBER'S ADD.	1763.68
LOT 31 BLOCK O PLANEVIEW SUB. NO. 1	1158.71
LOT 25 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND.	162.45
LOT 7 BLOCK 6 OAK KNOLL 2ND. ADD.	212.17
LOTS 112-114-116 HENDRYX GLENDALE ADD.	182.82
LOTS 6-8 BLOCK H EAST UNIVERSITY ADD.	195.55
LOTS 8-9 ELMDALE ADD.	238.02
LOT 11 BLOCK C WESTVIEW ADD.	103.82

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2014** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **25th day of February, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the (MABCD) bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessments and ordinance.

Geo Code # PIN # Address / Location Amount District #

C 01595	137364	361 N Volutsia Ave	\$2,499.42	1
D 60921	554292	Vacant Lot between 12309 W Haskell and 12221 W Haskell	\$187.00	4
D 03860-0001	203509	144 S Edwards Ave	\$727.80	4
A 07030	107361	1807 S Market St	\$456.40	3
D 38547	240799	380 S Milstead Rd	\$441.93	4
D 58071	528705	Vacant Lot East of 14009 W Texas	\$374.25	5
C 20216	165808	1621 N Kenmar Dr	\$778.00	1
D 22075	223016	201 S Ridge Rd	\$772.08	5
C 17113	162908	1829 S Spruce Ave	\$510.00	3
A 01645	100943	1604 N Fairview Ave	\$699.03	6
D 02923-0001	202139	1326 S Glenn Ave	\$1,010.67	4
D 00668	199273	1111 W Munnell Ave	\$808.61	4
C 13583	159263	1152 N Dellrose Ave	\$922.12	1
C 28790	174138	2568 S Minnesota	\$1,830.00	3
D 02045-0001	201054	724 W Dayton Ave	\$4,276.60	4
D 04611-0001	204401	1046 S Fern Ave	\$630.00	4
D 11892-0001	213072	1351 W 35th St S	\$880.20	4
D 06122-030U	206911	209 S Kessler St	\$950.83	4
C 12642	158347	1822 E 22nd St N	\$984.05	1
B 05713	124905	Vacant Lot South of 701 E Harry	\$1,142.90	3
C 46644	193672	7911 E Champions Court	\$1,155.00	2
C 03146	139163	1021 N Estelle Ave	\$550.00	1
C 03094	139104	2504 E 9th St N	\$380.00	1
C05210	141497	129 S Estelle Ave	\$634.40	1
C 16910-000A	162687	1701 S Chautauqua Ave	\$785.60	3
C 14018	159746	2509 E Murdock	\$1,844.81	1
D 02023	201025	625 W Hendryx	\$826.25	4
A 06037-0001	106268	210 E Gilbert St	\$645.00	3
C 03145	139162	Vacant Lot South of 1021 N Estelle	\$541.80	1
C 12658	158363	2267 N Kansas (Vacant Lot S of 2271 N Kansas)	\$706.89	1
D 04736	204538	1207 S Dodge Ave	\$675.00	4
B 08122	127782	1445 S Greenwood Ave	\$549.00	1
C 01020-0001	136159	1820 E 12th St N	\$794.50	1
B 05398	124550	1342 S Emporia Ave	\$611.80	3
D 03082	202343	1515 S Richmond Ave	\$550.66	4
C 55315	484704	6035 S Minnesota Ave	\$1,376.20	3
D 068140015	207668	440 S Knight St	\$415.96	4
B 03070	121786	937 N Indiana Ave (vacant Lot)	\$503.91	1
B 03319	122139	1002 N Cleveland Ave (1416 E 9th St N)	\$360.00	1
C 11177078E	156689	3330 E Mt Vernon Rd	\$574.57	3
C 010680001	136220	1337 N Piatt Ave	\$394.22	1

B 07238	126809	724 S Laura Ave	\$657.50	1
C 02729	138693	Vacant Lot South of 1345 N Poplar	\$720.96	1
D 01312	200246	128 N Clarence St	\$560.00	6
D 089030008	209922	1144 S Gordon Ave	\$511.55	4
B 04667	123747	1015 S Topeka Ave	\$523.80	3
C 00223	134914	347 N Ash St	\$2,814.98	1

Published in the Wichita Eagle on **February 28, 2014**

ORDINANCE NO. 49-667

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District

Assessment

LOTS 89-91 FAIRVIEW AVE. POWELL'S ADD.	\$699.03
E 51 FT LOT 108 MARKET ST. LEE'S ADD.	\$645.00
LOTS 102-104 MARKET ST. ENGLISH'S 7TH. ADD.	\$456.40
LOTS 17-19 MOORE'S 2ND. ADD.	\$503.91
LOT 1 & S 10 FT LOT 3 CLEVELAND AVE. GETTO'S ADD.	\$360.00
S 20 FT LOT 121-ALL LOT 123 BLOCK 4 ORME & PHILLIPS ADD.	\$523.80
LOTS 84-86 EMPORIA AVE ZIMMERLY'S 3RD. ADD.	\$611.80
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	\$1,142.90

LOTS 1-3 LAURA AVE. WOLLMANS ADD.	\$657.50
LOTS 27-29 FANNIE AVE. MC CORMICK'S ADD.	\$549.00
LOTS 47-49 EXC PT TAKEN IN COND. CASE 95 C 1056 BUTLER & FISHER'S SUB	\$2,814.98
W 1/2 LOTS 82-83 ROSENTHAL'S 2ND. ADD.	\$794.50
LOTS 212-213 ROSENTHAL'S 2ND. ADD.	\$394.22
LOT 31 EXC W 30 FT THEREOF & N 23 FT LOT 33 EXC W 30 FT THEREOF BURR NOW VOLUTSIA AVE. MAPLE GROVE ADD.	\$2,499.42
LOTS 15-17-19 MONA NOW POPLAR ST FAIRMOUNT PARK ADD.	\$720.96
LOTS 26-28 GARVER & ELLIOTT'S ADD.	\$380.00
N 15 FT LOT 14-ALL LOT 16 BLOCK 3 ESTERBROOK PARK ADD.	\$541.80
LOTS 18-20 BLOCK 3 ESTERBROOK PARK ADD.	\$550.00
LOTS 17-19 PECKHAM & LILLY'S SUB.	\$634.40
BEG 30 FT N & 590 FT E SW COR NW1/4N 149.5 FT E 60 FT S 149.5 FT W 60 FT TO BEG SEC 35-27-1E	\$574.57
LOT 14 BLOCK D MILLAIR ADD.	\$984.05
LOT 2 BLOCK F MILLAIR ADD.	\$706.89
LOTS 45-46 BLOCK 9 COUNTRY CLUB HEIGHTS ADD.	\$922.12

LOT 33 PARKMORE 2ND. ADD.	\$1,844.81
LOT 2 & N 22 1/2 FT LOT 4 BLOCK 16 EICHHOLTZ ADD.	\$785.60
LOTS 26-28 BLOCK 14 LINWOOD PARK ADD.	\$510.00
LOT 17 BLOCK 3 KEN-MAR ADD.	\$778.00
LOT 12 BLOCK 5 MURPHY ADD.	\$1,830.00
LOT 3 BLOCK 2 WILLOWBEND FIFTH ADD.	\$1,155.00
LOTS 9-11 MUNNELL AVE. LAWRENCE'S 7TH. ADD.	\$808.61
LOTS 35-36 BLOCK 6 MARTINSON'S 7TH. ADD.	\$560.00
LOTS 112-114-116 HENDRYX GLENDALE ADD.	\$826.25
LOTS 101-103 DAYTON AVE GLENDALE ADD.	\$4,276.60
LOTS 27-29-31 BLOCK A SHEARMAN'S ADD.	\$1,010.67
LOTS 341-343-345-347 RICHMOND'S 2ND. ADD.	\$550.66
LOTS 23-25 EDWARDS AVE ROYAL'S SUB	\$727.80
LOTS 28-30-32 BLOCK 4 REPLAT PT OF JOHN MC CORMICK'S ADD.	\$630.00
LOTS 5-7 BLOCK 16 REPLAT PART JOHN MC CORMICK'S ADD.	\$675.00

BEG 187 FT S SE COR LOT 9 KESSLER PK W 143 FT S 70 FT E 143 FT N 70 FT TO BEG SW1/4 SEC 24-27-1W	\$950.83
LOT 6 BLOCK 7 EUREKA GARDENS ADD.	\$415.96
S 1/2 LOT 82-ALL LOTS 84-86 GORDON AVE RICHMONDS 3RD. ADD.	\$511.55
E 70 FT LOT 14 RECTORS ACRES	\$880.20
LOT 11 BLOCK C WESTVIEW ADD.	\$772.08
LOT 10 BLOCK 4 WEST MILLBROOK ADD.	\$441.93
LOT 9 BLOCK 3 SOUTH HYDRAULIC GARDENS ADD.	\$1,376.20
LOT 37 BLOCK A SHADOW WOODS ADD.	\$374.25
LOT 13 BLOCK C TURKEY CREEK 2ND ADD	\$187.00

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **25th day of February, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the (MABCD) bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the (MABCD) is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and ordinance.

PIN #	GEO CODE #	ADDRESS / LOCATION	AMOUNT	DISTRICT
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00457924	D 51644	2619 N Rutgers	123.50	5
00549620	D 60441	E of 1200 block N Sandplum	124.00	5
00244431	D 41678	306 S Maple Lane	123.50	4
00565105	D 073320013000B	3329 W Elm	123.50	6
00565094	D 073320013000A	3313 W Elm	123.50	6
00220893	D 19255	1409 N Clarence	123.50	6
00108878	A 08264	1485 N Coolidge	123.50	6
00120200	B 01617	1632 N Emporia	123.50	6
00121631	B 02922	514 N Cleveland	123.50	1
00122455	B 03592	1109 N Cleveland	123.50	1
00136634	C 01310	1612 N Kansas	123.50	1
00136616	C 013000001	V/L S of 1655 N Kansas	123.50	1
00164824	C 19162	2454 N Minnesota	123.50	1
00137039	C 01454001C	1937 N Piatt	123.50	1
00136225	C 01073	1307 N Piatt	123.50	1
00135566	C 005910001	518 N Piatt	123.50	1
00181720	C 36756	V/L S of 320 N Piatt	124.00	1
00135841	C 00768	V/L N of 1042 N Ash	123.50	1
00136866	C 013980001	V/L S of 1837 N Madison	123.50	1
00135088	C 00296	427 N Spruce	123.50	1
00135385	C 00452	202 N Spruce	123.50	1
00136545	C 012640001	V/L N of 1425 N Grove	123.50	1
00139560	C 03475	1436 N Grove	123.50	1
00136953	C 01428	1853 N Grove	123.50	1
00138370	C 025050001	2518 E Mossman	123.50	1
00138805	C 02822	V/L N of 1136 N Green	123.50	1
00166327	C 20912	2709 E 24th N	123.50	1
00138907	C 02919	V/L S of 1228 N Volutsia	123.50	1
00159165	C 13492	2846 E Stadium	123.50	1
00138932	C 02943	1237 N Erie	123.50	1
00172722	C 27274	2611 N Chautauqua	123.50	1
00176133	C 308390001	2640 N Vassar	123.50	1
00154381	C 09685	936 N Pershing	123.50	1
00162130	C 164750005	1642 N Floberta	123.50	1
00184598	C 39263	2361 N Lamson	123.50	1
00488848	C 55820	V/L S of 337 S Grand Mere Ct	123.50	2
00199350	D 00704	833 S Dodge	123.50	4
00152675	C 08056	633 S Green	123.50	1
00134744	C 00168	1922 E 2nd	123.50	1
00109214	A 08538	311 W Lincoln	123.50	3
00202691	D 03313	1137 S Glenn	123.50	4
00202087	D 02876	1921 S Everett	123.50	4
00483393	D 54024	V/L S of 4606 S Edwards	123.50	4
00231463	D 30350	6800 W Kellogg	122.50	4

00219681	D 18388	730 N Eisenhower	122.50	5
00212728	D 11549	308 N Flora	122.50	6
00219043	D 17820	801 N Doris	122.50	6
00205036	D 05041000A	506 N Edwards	122.50	6
00104129	A 04509	1217 N Bitting	122.50	6
00200900	D 01913	501 S Oak	122.50	4
00101388	A 020120002	1556 N Waco	122.50	6
00101618	A 02212	1856 N Market	122.50	6
00101035	A 01719	1741 N Market	122.50	6
00172495	C 27062	8008 E Peach Tree	122.50	2
00164939	C 19278	5738 E Harry	122.50	3
00174828	C 29474	3585 E Ross Pkwy	122.50	3
00201771	D 026760001	1506 S Martinson	122.50	4
00123747	B 04667	1015 S Topeka	122.50	3
00213373	D 12193	1103 W Fultz	122.50	4
00348645	D 49756	5202 S Mt Carmel	122.50	4
00483373	D 54004	V/L W of 2803 W Angel	122.50	4
00235048	D 33610	343 N Parkdale Ct	122.50	5
00206913	D 06122030W	217 S Kessler	122.50	4
00115350	A 151750001	2910 N Meridian	122.50	6
00114498	A 14409	800 W 33rd N	126.75	6
00349391	A 18190	5460 N Shelton	122.50	6
00120356	B 01753	V/L SW corner 16th & Santa Fe	122.50	6
00121799	B 03086	907 N Cleveland	122.50	1
00138820	C 02837	V/L S of 1253 N Estelle	122.50	1
00159133	C 13459	2919 E Maplewood	122.50	1
00166240	C 20825	2542 N Chautauqua	122.50	1
00159220	C 13547	3034 E Carman	122.50	1
00194914	C 47801	2712 N Beacon Hill	122.50	1
00172197	C 26772	2336 S Pershing	122.50	3
00131628	B 113510001	3431 S Laura	122.50	3
00214631	D 13450	2915 S Bonn	122.50	4
00202195	D 02966	2403 W Walker	122.50	4
00199630	D 0082400UP	4355 S Meridian	122.50	4
00215483	D 14300	3415 S Everett	122.50	4
00112310	A 12264	2913 N Market	123.50	6
00120333	B 01727	1547 N Santa Fe	123.50	6
00134746	C 00169	V/L S of 311 N Piatt	123.50	1
00157535	C 11915	2326 E Mossman	123.50	1
00162372	C 16687	V/L NE Corner 8th & Green	123.50	1
00138824	C 02841	V/L N of 1223 N Estelle	123.50	1
00166224	C 20809	2535 N Chautauqua	123.50	1
00153428	C 08775	344 S Bluff	123.50	1
00165538	C 19948	5831 E Avalon	123.50	1
00498091	C 56369	V/L E of 8517 E Millrun	90.95	2
00498092	C 56370	2nd V/L E of 8517 E Millrun	90.65	2

00498093	C 56371	3rd V/L E of 8517 E Millrun	90.65	2
00498094	C 56372	4th V/L E of 8517 E Millrun	90.65	2
00498095	C 56373	5th V/L E of 8517 E Millrun	90.65	2
00498096	C 56374	6th V/L E of 8517 E Millrun	90.65	2
00498097	C 56375	7th V/L E of 8517 E Millrun	90.65	2
00498098	C 56376	V/L W of 8701 E Millrun	90.65	2
00498100	C 56378	V/L E of 8701 E Millrun	94.66	2
00498101	C 56379	2nd V/L W of 8717 E Millrun	94.67	2
00498102	C 56380	V/L W of 8717 E Millrun	94.67	2
00498110	C 56388	V/L S of 8714 E Millrun	123.50	2
00480109	C 53578	E of 9224 E 42nd N	124.00	2
00151412	C 06957	802 S Vassar	123.50	3
00151333	C 06920	636 S Rutan	123.50	3
00150465	C 061310002	856 S Chautauqua	123.50	1
00160152	C 14267000A	1711 S Spruce	123.50	3
00132446	B 12289	1638 E Georgia	123.50	3
00130769	B 10522	2825 S Pattie	123.50	3
00106938	A 06637	1450 S Main	123.50	3
00112020	A 11202	122 W Patterson	123.50	3
00109847	A 08928	2160 S Gold	123.50	3
00204642	D 04816	1742 S Glenn	123.50	4
00483389	D 54020	S of 4613 S Edwards	123.50	4
00121563	B 02861	V/L E of 1405 E 9th	123.50	1
00164762	C 19100	1728 E Looman	123.50	1
00154731	C 09998	1716 N Poplar	123.50	1
00166413	C 20998	2437 N Green	123.50	1
00138944	C 02955	2nd V/L S of 1145 N Erie	123.50	1
00170078	C 246440001	2nd V/L S of 2262 N Erie	123.50	1
00480108	C 53577	9224 E 42nd N	124.00	2
00594834	C 64085	V/L N of 1465 N Ridgehurst	123.50	2
00534648	B 15129	S of 5308 S Ellis	123.50	3
00127921	B 08249	1642 S Lulu	123.50	1
00534492	B 14980	E of 1210 E Mona	123.50	3
00534543	B 15026	5311 S Pattie	123.50	3
00535535	B 15147	S of 2426 S Broadway	124.00	3
00106246	A 06017	1029 S Main	123.50	3
00107999	A 07612	S of 1625 S Palisade	123.50	3
00202019	D 02821	SW Corner of Orient & Everett	123.50	4
00218113	D 16906	3131 S Gordan	123.50	4
00520592	D 57361	E of 4541 S Doris Ct	123.50	4
00520621	D 57390	E of 4538 S Doris	123.50	4
00245465	D 42603	11710 W Murdock	122.50	5
00223016	D 22075	201 S Ridge	122.50	5
00219364	D 18113	629 N Hoover	122.50	6
00520401	D 0141800UP	2517 N Hoover	122.50	6
00114967	A 14806	2524 W 36th N	122.50	6

00100540	A 01273	1324 N Jackson	122.50	6
00105635	A 05347	2321 N Fairview	122.50	6
00100485	A 01219	320 W 12th	122.50	6
00136341	C 01145	1518 N Ash	122.50	1
00136344	C 011460001	1504 N Ash	122.50	1
00138672	C 02714	1304 N Grove	122.50	1
00159741	C 14013	V/L S of 827 N Green	122.50	1
00141830	C 05528	252 S Chautauqua	122.50	1
00186250	C 40497	6721 E 32nd Ct N	122.50	1
00174030	C 28676	8203 E Orme	122.50	2
00534550	B 15033	1603 E Mona	122.50	3
00534538	B 15021	N of 5335 S Pattie Ct	122.50	3
00213509	D 12325	1615 W Crawford	122.50	4
00214774	D 13593	2822 S Hiram	122.50	4
00520620	D 57389	2nd V/L E of 4538 S Doris Ct	122.50	4
00250916	D 47877	10878 W Dora	122.50	4
00238134	D 36347	2032 S Fieldcrest	123.50	4
00241021	D 38762	532 S Maize	122.50	4
00207731	D 06852	505 S All Hallows	122.50	4
00100487	A 01221	1304 N Waco	122.50	6
00138764	C 02784	1241 N Green	122.50	1
00139153	C 03137	V/L S of 1026 N Green	122.50	1
00160687	C 14776	857 N Edgemoor	122.50	1
00498144	C 56422	V/L W of 8609 E Scragg	122.50	2
00498146	C 56424	V/L N of 8609 E Scragg	122.50	2
00167329	C 21853	503 S Drury	122.50	2
00534575	B 15057	V/L S of 5422 S Victoria	101.25	3
00534576	B 15058	V/L N of 5434 S Victoria	101.25	3
00534631	B 15112	S of 5419 S Victoria	94.00	3
00534632	B 15113	2nd S of 5419 S Victoria	94.00	3
00534633	B 15114	3rd S of 5419 S Victoria	94.50	3
00201853	D 02724000A	1549 S Elizabeth	122.50	4
00205765	D 055420001	1602 S Elizabeth	122.50	4
00201054	D 020450001	724 W Dayton	123.50	4
00122399	B 03542000A	V/L S of 1246 N Wabash	123.50	1
00129003	B 08888	V/L S of 1144 N Wabash	123.50	1
00136127	C 00994	1325 N Kansas easement on Hydraulic	123.50	1
00136069	C 009430001	1303 N Ash	123.50	1
00136114	C 00978	1225 N Madison	123.50	1
00135902	C 008180001	1123 N Spruce	123.50	1
00135991	C 0089400A2	V/L S of 1311 N Grove (1305)	123.50	1
00138723	C 027480001	V/L N of 1332 N Poplar	123.50	1
00159006	C 13315	V/L E of 2621 E Stadium	123.50	1
00139374	C 03300	V/L S of 1738 N Lorraine	123.50	1
00139334	C 032730001	1609 N Lorraine	123.50	1
00184313	C 38977	SW Corner of Beech & Osie	123.50	2

00175252	C 29890	V/L E of 3155 S Yale	123.50	3
00174071	C 28723	2492 S Poplar	123.50	3
00107396	A 07063	1851 S Broadway	123.50	3
00124487	B 05339	1240 S Emporia	123.50	3
00569461	D 62396	Area around pond 50th & Seneca	280.70	4
00569351	D 62294	V/L W of 1008 W 50th S	89.90	4
00569355	D 62298	5th V/L W of 900 W 50th S	89.00	4
00569356	D 62299	4th V/L W of 900 W 50th S	89.00	4
00569357	D 62300	3rd V/L W of 900 W 50th S	89.00	4
00569358	D 62301	2nd V/L W of 900 W 50th S	91.27	4
00569359	D 62302	V/L W of 900 W 50th S	91.15	4
00569363	D 62306	V/L N of 5029 S Osage	89.00	4
00569364	D 62307	2nd V/L N of 5029 S Osage	89.00	4
00569350	D 62293	2nd V/L W of 1008 W 50th S	123.50	4
00569456	D 62391	V/L E of 1009 W 50th S	123.50	4
00569455	D 62390	V/L W of 921 W 50th S	123.50	4

Published in the Wichita Eagle on **February 28, 2014**

ORDINANCE NO. _____.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR
THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

Legal of Parcel in Benefit District

Assessment

E 39 1/2 FT LOT 1201 WACO AVE. LEWELLEN ADD.	\$122.50
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	\$122.50
LOTS 1213-1215 JACKSON ST. LEWELLEN ADD.	\$122.50
LOT 54 & S 1/2 LOT 56 MARKET STREET HERSEY'S 2ND. ADD.	\$122.50
W 96.3 FT S 6 FT LOT 1 & W 96.3 FT LOT 3 WACO AVE SHERWOODS ADD	\$122.50
N 3.6 FT LOT 45 & ALL LOT 47 BLOCK 7 FAIRVIEW ADD.	\$122.50
LOTS 1114-1116-1118 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	\$122.50
LOTS 22-24 FAIRVIEW AVE. WALTER MORRIS & SONS 2ND. ADD.	\$122.50

LOTS 129-131 MAIN ST. LEE'S ADD.	\$123.50
LOTS 40-42 MAIN ST. BOSTON AVE. ADD.	\$123.50
LOTS 140-142 LAWRENCE AVE. ENGLISH'S 7TH. ADD.	\$123.50
LOTS 17-19 PALISADE AVE. EUREKA OR ROCK ISLAND ADD.	\$123.50
LOTS 51-53 BLOCK J RIVERSIDE PLACE ADD.	\$123.50
LOT 3 EXC ST OGDEN'S ADD.	\$123.50
W 150 FT LOT 2 BLOCK A BROOKING'S ADD.	\$123.50
W 62 FT LOT 4 HENRY JONES ADD.	\$123.50
LOTS 37-39 BLOCK B MONTROSE PARK ADD.	\$123.50
S 290.5 FT E 316.62 FT LOT 21 EXC W 150 FT THEREOF WALNUT GROVE ADD.	\$126.75
LOT 8 BLOCK B MERIDIAN GARDENS 2ND ADD.	\$122.50
N 87.5 FT S 1127.54 FT LOT 5 EXC E 114.5 FT BULLINGER GARDENS ADD	\$122.50
LOTS 131-133 EMPORIA ST EAGLE ADD	\$123.50
LOTS 37-39 NORTH PARK ADD.	\$123.50
LOT 41 & N 8 FT LOT 43 5TH NOW SANTA FE AVE DEFFENBAUGH'S ADD.	\$122.50

LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	\$123.50
LOTS 28-29 SHIRK'S ADD.	\$123.50
LOTS 5-7 HAMMOND'S ADD.	\$122.50
LOTS 62-64 WABASH AVE. BURLEIGH'S 3RD. ADD.	\$123.50
LOTS 7-9 PRIEST'S ADD.	\$123.50
S 20 FT LOT 121-ALL LOT 123 BLOCK 4 ORME & PHILLIPS ADD.	\$122.50
LOTS 34-36 EMPORIA AVE. ZIMMERLY'S 2ND. ADD.	\$123.50
LOTS 33-35 KITCHENMEISTER'S SUB.	\$123.50
N 43 FT OF TR BEG 358 FT E & 16 RDSS NW COR SW 1/4 NE 1/4 S 132 FT E 136 FT N 132 FT W TO BEG SEC 16-27-1E	\$123.50
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	\$123.50
S 51 FT LOT 35 & N 9 FT LOT 36 BLOCK 6 RAINBOW 1ST ADD.	\$122.50
LOT 24 BLOCK 1 LOUIS 4TH. ADD.	\$123.50
W 40 FT E 90 FT S 8 FT LOT 87 & W 40 FT E 90 FT LOTS 89-91 BUTLER & FISHER'S 2ND. ADD.	\$123.50
S 8 FT E 50 FT LOT 87 & E 50 FT LOTS 89-91 BUTLER & FISHER'S 2ND. ADD.	\$123.50
LOTS 14-16 CARMICHAEL NOW SPRUCE ST. FIELD & CARMICHAEL'S SUB.	\$123.50

W 85 FT LOT 23 SPRUCE AVE. PARK PLACE ADD.	\$123.50
W 94 FT LOTS 2-4 PIATT AVE. STITES BROS. 2ND. ADD.	\$123.50
LOTS 10-12 NORRIS NOW ASH SOLOMONS 2ND. ADD.	\$123.50
LOTS 29-31 TENTH ST. ADD.	\$123.50
LOTS 41-43 SUNNY SLOPE ADD.	\$123.50
LOT 42 EXC N 15 FT - ALL LOTS 44- 46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	\$123.50
LOTS 170-172 & 174 BERING NOW MADISON AVE. ELEVENTH ST. ADD.	\$123.50
LOTS 13-14-15-16 ROSENTHAL'S 2ND. ADD.	\$123.50
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	\$123.50
LOTS 124-126 STRONG NOW ASH ST. LOGAN ADD.	\$122.50
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	\$122.50
LOTS 163-165 GROVE ST. LOGAN ADD.	\$123.50

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

Legal of Parcel in Benefit District

Assessment

LOTS 55-57-59 BLOCK 5 KANSAS ADD.	\$123.50
LOTS 84-86 BLOCK 6 KANSAS ADD.	\$123.50
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	\$123.50
LOTS 52-54 TYLER NOW GROVE STOUT'S ADD.	\$123.50
LOTS 113-115 BLOCK 12 PENNSYLVANIA ADD.	\$123.50
E 52 FT W 78 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	\$123.50
LOTS 46 & 48 EXC E 63 FT TYLER NOW GROVE ST. FAIRMOUNT PARK ADD.	\$122.50
LOTS 18-20 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	\$123.50
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD.	\$122.50
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	\$123.50
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	\$122.50
LOTS 73-75 ESTELLE AVE. FAIRMOUNT PARK ADD.	\$123.50
LOTS 78-80 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	\$123.50
LOTS 65-67 ERIE AVE. FAIRMOUNT PARK ADD.	\$123.50
LOT 113 ERIE AVE. FAIRMOUNT PARK ADD.	\$123.50

LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	\$122.50
LOTS 5-7 LORRAINE AVE. WOODRIDGE PLACE ADD.	\$123.50
LOTS 74-76 LORRAINE AVE. WOODRIDGE PLACE ADD.	\$123.50
LOTS 1-3-5 GROVE ST. MARSH'S REPLAT	\$123.50
LOTS 42-44 DOUGLASS SUB. OF RICHLAND 2ND. ADD.	\$122.50
LOTS 94-96 AVENUE M NOW CHAUTAUQUA SECOND SUNNY-SIDE ADD.	\$123.50
S 8 FT LOT 76-ALL LOT 78 & N 10 FT LOT 80 RUTAN AVE. INDIANA SUB.	\$123.50
LOTS 146-148 & N 5 FT LOT 150 MADISON NOW VASSAR AVE. INDIANA SUB.	\$123.50
LOTS 51-53 GREEN ST DIXON'S ADD	\$123.50
LOTS 16-18 BLOCK A FREDERICKS' ADD.	\$123.50
LOTS 181-182 & S 1/2 LOT 183 BELMONT PARK ADD.	\$123.50
LOTS 32-34 WALTER MORRIS & SON'S 4TH. ADD.	\$123.50
LOT 12 BLOCK 1 PARKMORE ADD.	\$123.50
E 3 FT LOT 17 ALL LOT 18 BLOCK 5 SHADYBROOK ADD.	\$123.50
LOT 5 BLOCK 13 SHADY BROOK ADD.	\$122.50

LOT 37 BLOCK 13 SHADYBROOK ADD.	\$123.50
LOT 14 BLOCK 15 SHADYBROOK ADD.	\$122.50
LOT 28 PARKMORE 2ND. ADD.	\$122.50
LOTS 10-12 BLOCK 7 LINWOOD PARK ADD.	\$123.50
LOT 11 BLOCK 6 COUNTRY SIDE ADD.	\$122.50
LOT 37 EXC S 15 FT ALL LOTS 38-39 BLOCK 19 UNVERSITY HEIGHTS ADD.	\$123.50
LOT 5 SIDELS REPLAT	\$123.50
LOT 14 BLOCK 2 J. WALTER ROSS ADD.	\$123.50
LOT 4 BLOCK 7 J. WALTER ROSS ADD.	\$123.50
LOT 7 BLOCK 4 PURCELL'S 7TH. ADD.	\$122.50
LOT 5 BLOCK 3 OAKWOOD ESTATES 2ND. ADD.	\$123.50
LOT 6 BLOCK J AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$123.50
LOT 3 BLOCK K AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$122.50
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$123.50
LOT 8 BLOCK S AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$123.50

LOT 15 BLOCK 2 EASTRIDGE 5TH. ADDITION	\$122.50
W 165 FT LOT 57 EXC W 30 FT FOR ST HILLSIDE GARDENS ADD.	\$123.50
LOT 4 STEVENS ADD.	\$122.50
LOT 2 BLOCK 5 BONNIE BRAE ADD.	\$122.50
LOT 15 BLOCK 3 FISHER'S, E A ADD	\$123.50

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

Legal of Parcel in Benefit District

Assessment

LOT 6 BLOCK 1 REPLAT OF BLOCK 1 SUNNY-BROOK ADD.	\$122.50
LOT 2 BLOCK C WALLACE ADD.	\$123.50
LOT 34 BLOCK A PLANEVIEW SUB. NO. 2	\$122.50
LOT 24 BLOCK J PLANEVIEW SUB. NO. 2	\$123.50
ODD LOTS 39 THRU 47 INC. BLOCK 8 COLLEGE CREST ADD.	\$123.50
LOT 1 BLOCK 1 HAMPTON ADD.	\$124.00
LOT 29 HAMPTON ACRES ADD.	\$123.50
LOT 2 BLOCK 2 WOODLAWN PLACE 3RD. ADD.	\$123.50

LOT 16 BLOCK 3 COTTONWOOD VILLAGE SECOND ADD.	\$122.50
LOT 51 BLOCK 2 THE COURTS II ADD.	\$122.50
LOTS 27-29 DODGE AVE. LAWRENCE 7TH. ADD.	\$123.50
E 233.8 FT S 168.3 FT NE1/4 EXC PT FOR ST SEC 13-28-1W	\$122.50
LOT 23 KAEISER'S ADD.	\$122.50
LOTS 101-103 DAYTON AVE GLENDALE ADD.	\$123.50
LOTS 6-8 BLOCK H EAST UNIVERSITY ADD.	\$122.50
E 100 FT LOTS 25-27 BLOCK I WHEELER'S ADD.	\$122.50
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. BLOCK K SOUTH UNIVERSITY PLACE ADD.	\$123.50
LOTS 16-18 BLOCK N SOUTH UNIVERSITY PLACE ADD.	\$123.50
LOTS 2-4 POWER NOW SEDGWICK ST. STILES & SMITH'S ADD	\$122.50
LOTS 39-41 GLENN AVE. GARFIELD ADD.	\$123.50
LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	\$123.50
S 2 FT LOT 28-ALL LOTS 30-32 BLOCK 13 J. O. DAVIDSON'S 2ND. ADD.	\$122.50
LOTS 2-4 EXC E 40 FT ELIZABETH AVE BLOCK C PRINCESS ADD	\$122.50

BEG 327 FT S SE COR LOT 9 KESSLER PARK W 143 FT S 70 FT E 143 FT N 70 FT TO BEG SW 1/4 SEC 24-27-1W	\$122.50
LOTS 1-3-5-7 BLOCK 4 DUGAN'S ADD.	\$122.50
LOT 15 BLOCK 14 FRUITVALE PARK ADD.	\$122.50
LOT 10 BLOCK 6 REPLAT OF IVA FULTZ GARDENS	\$122.50
LOT 3 BLOCK B REPLAT OF SOWER'S GARDENS	\$122.50
LOT 21 BLOCK 12 2ND. ADD. TO SOUTHWEST VILLAGE	\$122.50
LOT 4 BLOCK 18 SOUTHWEST VILLAGE 2ND. ADD.	\$122.50
LOT 18 BLOCK 1 GENTRY 2ND. ADD.	\$122.50
N 62 FT LOT 12 BLOCK 28 BUILDER'S 14TH. ADD.	\$123.50
LOT 7 BLOCK F BARNETT'S ADD.	\$122.50
S 125 FT N 375 FT LOT 4 CENTRAL ACRES	\$122.50
W 136 FT LOT 8 BLOCK B WEST CENTRAL GARDENS ADD.	\$122.50
THAT PT LOTS 5-6-7 BEG 150 FT S NW COR LOT 5 S 50 FT TO SW COR E 226.29 FT TO W LI CLARENCE AVE NW ALG W LI AVE TO PT 95 FT SE OF NE COR LOT 6 W 80 FT SW 56.6 FT TO PT 50 FT N & 20 FT W SE COR LOT 5 W 80 FT TO BEG BLOCK A WESTBOROUGH PLACE ADD.	\$123.50
LOT 11 BLOCK C WESTVIEW ADD.	\$122.50

LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	\$122.50
LOT 27 BLOCK 7 WESTLINK SEVENTEEN ADD.	\$122.50
LOT 31 BLOCK 19 PAWNEE MESA ADD.	\$123.50
LOT 9 BLOCK A THE DELL ADD.	\$122.50
LOT 2 BLOCK A MAPLE LANE 3RD. ADD.	\$123.50
LOT 16 BLOCK 5 GOLDEN HILLS 5TH. ADD.	\$122.50
LOT 12 BLOCK A LARK 2ND ADD.	\$122.50
LOT 12 BLOCK 4 STONEBRIAR ADD.	\$122.50
LOT 15 BLOCK A REPLAT OF PT OF INTERURBAN PLACE ADD.	\$122.50
LOT 2 BLOCK 2 EVERGREEN ADD.	\$123.50
LOT 9 WEBB ACRES ADD.	\$124.00
LOT 10 WEBB ACRES ADD.	\$124.00
LOT 7 BLOCK 4 ANGEL ACRES ADD.	\$122.50

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2014:

Legal of Parcel in Benefit District**Assessment**

LOT 10 BLOCK 6 ANGEL ACRES ADD.	\$123.50
LOT 14 BLOCK 6 ANGEL ACRES ADD.	\$123.50
LOT 9 BLOCK 1 BELLE TERRE SOUTH 2ND ADD.	\$123.50
LOT 10 BLOCK 4 SAWMILL CREEK ADD.	\$90.95
LOT 11 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 12 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 13 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 14 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 15 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 16 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 17 BLOCK 4 SAWMILL CREEK ADD.	\$90.65
LOT 19 BLOCK 4 SAWMILL CREEK ADD.	\$94.66
LOT 20 BLOCK 4 SAWMILL CREEK ADD.	\$94.67
LOT 21 BLOCK 4 SAWMILL CREEK ADD.	\$94.67
LOT 6 BLOCK 5 SAWMILL CREEK ADD.	\$123.50

LOT 40 BLOCK 5 SAWMILL CREEK ADD.	\$122.50
LOT 42 BLOCK 5 SAWMILL CREEK ADD.	\$122.50
BEG 440 FT S NE COR SE1/4 S 100 FT W 225 FT N 100 FT E TO BEG SEC 3-27-1W	\$122.50
LOT 24 BLOCK C GRAYS 5TH ADD.	\$123.50
LOT 22 BLOCK D GRAYS 5TH ADD.	\$122.50
LOT 23 BLOCK D GRAYS 5TH ADD.	\$123.50
LOT 21 BLOCK A RIVENDALE ADD.	\$123.50
LOT 38 BLOCK B RIVENDALE ADD.	\$122.50
LOT 43 BLOCK B RIVENDALE ADD.	\$123.50
LOT 2 BLOCK C RIVENDALE ADD.	\$122.50
LOT 26 EXC E 10 FT BLOCK C RIVENDALE ADD.	\$101.25
LOT 27 EXC E 10 FT BLOCK C RIVENDALE ADD.	\$101.25
LOT 12 BLOCK E RIVENDALE ADD.	\$94.00
LOT 13 BLOCK E RIVENDALE ADD.	\$94.00
LOT 14 BLOCK E RIVENDALE ADD.	\$94.50

LOT 29 BLOCK E RIVENDALE ADD.	\$123.50
LOT 4 BLOCK A REPLAT OF PART OF KINKAID PARK ADD	\$124.00
LOT 1 EXC BEG 1318.22 FT SLY NW CORTH SLY 281.38 FT SE 22.86 FT NLY 292.45 FT WLY 20 FT TO BEG & EXC BEG 697.86 FT SLY NW COR TH SLY 333.5 FT SE 34.55 FT NELY 89.17 FT NLY 61.57 FT NLY 28.89 FT WLY 6.47 FT NW 11.86 FT NELY 85.45 FT NW 11.56 FT NELY 73.55 FT NW 6.04 FT TO BEG BLOCK A MIDIAN SHRINE-HOSKINSON ADD	\$124.00
E 50 FT LOT 38 DAVIS GARDENS ADD	\$123.50
W 50 FT LOT 38 DAVIS GARDENS ADD	\$123.50
LOT 2 BLOCK 1 SYCAMORE POND ADD	\$123.50
LOT 3 BLOCK 1 SYCAMORE POND ADD	\$89.90
LOT 7 BLOCK 1 SYCAMORE POND ADD	\$89.00
LOT 8 BLOCK 1 SYCAMORE POND ADD	\$89.00
LOT 9 BLOCK 1 SYCAMORE POND ADD	\$89.00
LOT 10 BLOCK 1 SYCAMORE POND ADD	\$91.27
LOT 11 BLOCK 1 SYCAMORE POND ADD	\$91.15
LOT 15 BLOCK 1 SYCAMORE POND ADD	\$89.00
LOT 16 BLOCK 1 SYCAMORE POND ADD	\$89.00

LOT 7 BLOCK 4 SYCAMORE POND ADD	\$123.50
LOT 8 BLOCK 4 SYCAMORE POND ADD	\$123.50
RESERVE A EXC W 60 FT N 62 FT SYCAMORE POND ADD	\$280.70
RESERVE E STONEBRIDGE 2ND ADD	\$123.50

SECTION 5. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **25th** day of **February, 2014**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council Members

SUBJECT: Contract for Development of Street Design Guidance and Routine Accommodation Policy (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: On April 16, 2013, the City Council approved a Wichita Bicycle and Pedestrian Projects Memorandum of Understanding (MOU) with the YMCA (acting as the fiscal agent for the Health and Wellness Coalition of Wichita). Through the MOU, the Health and Wellness Coalition is providing funding for the development of a routine accommodation policy and street design standards in order to help implement the Wichita Bicycle Master Plan.

In preparing to undertake these projects, staff concluded the following and reflected these changes in the Request for Proposals.

- A consultant team should be hired to assist with this work. Because staff hours are substantially limited, adding a consultant team makes the project feasible within the Health and Wellness Coalition funding deadline of September 20, 2014. Also, a consultant team will add additional expertise on how to accommodate multiple modes of transportation in public rights-of-way.
- Development of the routine accommodation policy and the street design standards should be combined in order to ensure better integration of the work products.
- The process to develop the routine accommodation policy should address accommodation of pedestrian and transit facilities.
- The street design standards should be referred to as street design guidance, since the intent is to show how bicycle facilities “should” be accommodated, not “must” be accommodated.

On October 16, 2013, a Request for Proposals was sent to local, regional, and national vendors. A total of three teams responded. A City of Wichita Staff Screening and Selection Committee reviewed and analyzed the written proposals. The Selection Committee selected all three teams for interviews, based on their experience and proposed services.

On November 21, 2013, each of the teams made a presentation to the Selection Committee. After thorough consideration, the Selection Committee recommended the team led by the Professional Engineering Consultants (PEC) as the preferred team for the project.

Following the recommendation by the Selection Committee, City staff initiated negotiations with PEC. As a result of the negotiations, the contract includes an addendum to the original project proposal. The addendum restructures the fees to correspond with the deliverables; designates a Technical Advisory Committee; and increases the number of meetings with City advisory organizations and other groups as needed.

Analysis: Professional Engineering Consultants is a full-service firm with professional engineers licensed in all 50 states. The firm has more than 255 employees, including surveyors, landscape architects, certified planners, and LEED accredited professionals. PEC’s local knowledge and experience were important attributes to the Selection Committee, leading to its selection.

Financial Considerations: The cost of the contract with PEC for this project is \$187,000 (detailed in the attached Contract for Professional Services). The MOU identifies \$213,336 of Health and Wellness Coalition funding to develop the street design guidance and routine accommodation policy. City staff recommends that the City utilize the MOU funding to reimburse 100 percent of the recommended contract, and authorize the use of an additional \$5,000 to reimburse any other costs related to this project (i.e. printing, publishing, advertising, etc.).

Legal Considerations: The Contract for Professional Services between the City of Wichita and PEC for the preparation of the Wichita Street Design Guidance and Routine Accommodation Policy has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the contract for professional services with PEC for the preparation of the Wichita Street Design Guidance and Routine Accommodation Policy project; authorize the necessary signatures; authorize the use of \$187,000 of the funding from the City of Wichita and YMCA Wichita Bicycle and Pedestrian Projects MOU to reimburse the City for contract expenses; and authorize the \$5,000 from the MOU to reimburse any other costs related to the project.

Attachments: Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES
Wichita Street Design Guidance and Routine Accommodation Policy
Project

THIS AGREEMENT, made and entered into this 11th day of February 2014,

BY AND BETWEEN

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

"CITY"

AND

Professional Engineering Consultants, LLC
hereinafter referred to as

"CONSULTANT"

WHEREAS, the **CITY** desires to obtain professional services to prepare the Wichita street design guidance; routine accommodation policy; recommendations for subdivision regulation updates; a policy for installing bicycle facilities that are isolated segments; a policy for reserving space for future bicycle facilities; and recommendations to help ensure institutionalization and implementation of both the routine accommodation policy and the street design guidance, hereinafter referred to as the "**PROJECT**", and

WHEREAS, the **CITY** is authorized by law to employ professional services to prepare specialized studies related to planning, transportation, and related disciplines and

WHEREAS, the **CONSULTANT** has submitted a proposal in response to the **CITY'S** Request for Proposal No. FP340051, dated Wednesday November 6, 2013 (see **Exhibit "A"**), offering to provide professional services to the **CITY** to complete the **PROJECT**, and has been interviewed among other firms, by the **CITY** Staff Screening and Selections Committee, and:

WHEREAS the **CONSULTANT** has demonstrated the knowledge and experience to undertake the **PROJECT** on behalf of the **CITY**,

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

I. PURPOSE:

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

II. SCOPE OF SERVICES:

The **CONSULTANT** shall provide the services as set out in **Exhibit "B"**, a copy of which is attached hereto and which is incorporated herein by reference. The **CONSULTANT'S** services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

III. THE CONSULTANT AGREES

- A. To provide the various technical and professional services to perform the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**), REQUEST FOR PROPOSAL NO. FP340015 (**Exhibit "A"**), and DELIVERABLES AND INVOICE FEES (**Exhibit "D"**).
- B. To attend meetings with the **CITY** and other individuals and agencies as specified in **Exhibit's "A", "B", "C", and "D"**.
- C. To make available during regular office hours within a reasonable amount of time from the initial request, all work such as the **CITY** may wish to examine periodically during performance of this Agreement.
- D. To save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions or negligent acts of the **CONSULTANT**, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the **CONSULTANT** and, where relevant to method of payment, to make such material available to the **CITY** within a reasonable amount of time from the initial request.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **CITY'S** Affirmative Action Program as set forth in **Exhibit "C"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V Payment Provisions, and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**).
- H. To complete the services to be performed by the **CONSULTANT** for the **PROJECT** in accordance with Article VI, Time of Completion; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **CITY** or other agencies, or for other unavoidable delays beyond the control of the

CONSULTANT, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.

- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. The **CONSULTANT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **CONSULTANT**, its agents, employees and subconsultants, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions to the extent that is possible based on the accuracy of the data or information obtained from the **CITY** or other agencies.
- J. The **CONSULTANT** shall procure and maintain such professional liability insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, employees and subconsultants in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$100,000.00 per claim and annual aggregate.

In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall be not less than: Worker's Compensation - Statutory Employer's Liability \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect the **CONSULTANT** against all claims arising from injuries to persons (other than the **CONSULTANT'S** employees) or damage to property of the **CITY** or others arising out of any negligent act or omission of the **CONSULTANT**, its agents, officers, employees or subconsultants in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage and shall name the **CITY** as additional insured. Satisfactory Certificates of Insurance shall be filed with the **CITY** before the time the **CONSULTANT** starts any work under this Agreement.

- K. To request, in writing no less than 30 days in advance, any change of key staff assigned to the **PROJECT** as designated in the SCOPE OF SERVICES (**Exhibit "B"**). Such request shall include the name(s) and contact information for the specific staff member(s) proposed to be assigned to the **PROJECT**, their proposed role in the **PROJECT**, and a detailed resume listing their individual work experience in this role on similar projects. The **CITY** reserves the right not to approve requested changes of staff assigned to the project, to negotiate with the **CONSULTANT** for changes suitable to the **CITY** to ensure equal performance the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**) and REQUEST FOR PROPOSAL NO. FP340051 (**Exhibit "A"**), or to terminate this contract pursuant to Article VII.

- L. The **CONSULTANT'S** designated Project Manager shall coordinate all aspects of this **PROJECT** through the **CITY** Project Manager. Any requests from other individuals or agencies, which would affect the **CONSULTANT'S** time or expense relative to this **PROJECT**, shall be approved by the **CITY** Project Manager.

IV. THE CITY AGREES:

- A. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**. The **CONSULTANT** shall be entitled to rely on the accuracy and completeness of the information provided by the **CITY**.
- B. To provide standards as required for the **PROJECT**.
- C. To pay the **CONSULTANT** for services and reimbursable expenses (direct expenses) in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry where applicable, for **CONSULTANT'S** personnel in performing field surveys and observations.
- E. To advise the **CONSULTANT**, in writing, of the person designated as the Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **CITY** shall also advise the **CONSULTANT** of any changes in the person designated City's Project Manager.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals, work and other documents presented by the **CONSULTANT** in a timely fashion.
- G. To save and hold the **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions, or negligent acts of the **CITY**, its agents, servants, employees, or contractors other than the **CONSULTANT** occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

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

- For the **PROJECT** and other related items including those items identified in **SCOPE OF SERVICES (Exhibit "B")**, an amount not to exceed \$187,000, which shall constitute complete compensation for the services, including consultant's reimbursable expenses (direct expenses). This fee shall be invoiced by tasks completed as identified in **DELIVERABLES AND INVOICE FEES (Exhibit "D")**. Invoices shall provide a detailed description of services provided sufficient for the **CITY** to determine that satisfactory performance of services has been completed by the **CONSULTANT**. Reimbursable expenses (direct expenses) shall be itemized, including suitable backup

documentation, and identify the task(s) to which they are associated. The **CITY** reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the **CONSULTANT**. The **CITY**, with the concurrence of **CONSULTANT** in writing, may from time to time reassign the sums allocated for fees to each component in **DELIVERABLES AND INVOICE FEES (Exhibit “D”)**, provided that the total shall not exceed the total amount of fees as set forth in this paragraph.

- B. Payments are payable to the **CONSULTANT** within thirty (30) days from the date of receipt of invoice unless the **CITY** informs the **CONSULTANT**, in writing, that the services described on the **CONSULTANT’S** invoice were not completed in a satisfactory manner. If any invoice for services the **CITY** is outstanding for more than forty-five (45) days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **CITY** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **CITY**. The **CITY** shall reimburse the **CONSULTANT** for all costs incurred in the collection of unpaid **CITY** accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **CITY**, the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
 - 1. **CONSULTANT** or witness for the **CITY** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
 - 2. Additional professional services not covered by the scope of this Agreement.
 - 3. A major change in the **SCOPE OF SERVICES** for the **PROJECT**.
- D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- E. If services are rendered by the **CONSULTANT** for the **PROJECT** but the **CITY** elects not to complete the **PROJECT**, the **CONSULTANT** shall be compensated, in proportion to the services rendered, at an amount as stated in Paragraph A above multiplied by the percentage completion of each task as outlined in **Exhibit “D”**.

VI. TIME OF COMPLETION:

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

- A. Performance of all duties and tasks as outlined in the **SCOPE OF SERVICES (Exhibit “B”)**, nine (9) calendar months from the date of approval of the Contract subject to the availability of the **CITY** and staff.

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

VII. THE PARTIES HERETO MUTUALLY AGREE:

- A. Provided the **CONSULTANT** has been paid in full for services rendered, all work pertaining to the **PROJECT** shall become the property of the **CITY** upon completion or termination of the **CONSULTANT'S** services in accordance with this Agreement; and there shall be no restriction or limitation on their further use, reuse or alteration by the **CITY**. Provided, however, that the **CITY** shall hold the **CONSULTANT** harmless from any and all claims, damages or causes of action which arise out of such further use without the participation of the **CONSULTANT**. The **CONSULTANT** reserves the right to utilize all work pertaining to the **PROJECT** for marketing purposes and for continued use of stock materials not uniquely and specifically attributable to the **PROJECT**.
- B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **CITY**. The **CITY** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.
- C. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- D. Excepting the **PROJECT** fee amount stipulated in Article V Payment Provisions, changes in **PROJECT** services, deliverables and timelines may be made, if mutually agreed upon in writing by the **CITY** and the **CONSULTANT**.
- E. That the right is reserved to the **CITY** to terminate this Agreement, upon written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; PROVIDED, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of Article V(E). Payment Provisions.
- F. Neither the **CITY'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **CONSULTANT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **CITY** provided for under this Agreement are in addition to any other rights and remedies provided by law.

- H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
- I. Unless otherwise stipulated in this Agreement, all subconsultants retained to assist the **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.
- J. The **CONSULTANT** agrees to employ the subconsultants designated in the SCOPE OF SERVICES (**Exhibit "B"**) to provide the services required to complete the **PROJECT**, and to pay the fees in the **CONSULTANT** contracts to pay these subconsultants for such services. These fees are not reimbursable expenses (direct expenses). In the event that the **CONSULTANT** chooses to employ a subconsultant not identified in (**Exhibit "B"**), the **CONSULTANT** will advise the **CITY** in writing of its alternative subconsultant. The **CITY** reserves the right to not accept the alternative subconsultant, to negotiate the terms of this Contract to ensure equal performance, or to terminate this Contract.
- K. Special consultants are those who provide services other than those provided by the **CONSULTANT** or its subconsultants. If it is requested that any special consultants be retained on the **CITY'S** behalf, their charges will be paid separately and directly by the **CITY**. Invoicing and payment shall be arranged separately between the **CITY** and the special consultants.
- L. If a firm or firms are separately engaged by the **CITY** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- M. It is further agreed that this Agreement and any subsequent agreement related to this Agreement be governed by the laws of the State of Kansas.
- N. Unless otherwise provided in this Agreement, the **CONSULTANT** and its agents, officers, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in the **PROJECT** area, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **CONSULTANT** or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **CONSULTANT'S** services, the **CONSULTANT** may, at its option and without liability for consequential or any other damages, suspend performance of service on the **PROJECT** until the **CITY** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

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

- P. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the **CITY'S** obligations under this Agreement are to be construed in a manner that assures that the **CITY** is at all times not in violation of the Cash Basis Law or the Budget Law.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Professional Engineering Consultants, P.A.

by _____

Exhibit A

REQUEST FOR PROPOSAL

November 1, 2013

CITY OF WICHITA, KANSAS

REQUEST FOR FORMAL PROPOSAL NUMBER FP340051

ADDENDUM # 2

METROPOLITAN AREA PLANNING DEPARTMENT

DESCRIPTION: WICHITA STREET DESIGN GUIDANCE AND ROUTINE ACCOMMODATION POLICY

OPENING DATE: Wednesday, November 6, 2013 AT 5:00 P.M.

The following additions, deletions, and/or changes have been added to the specifications and made a part of this formal proposal FP340051.

- 1. See Attached Questions and Answers.

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Melinda A. Walker

for Melinda A. Walker
Purchasing Manager

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instruction and stipulations set forth herein.

Date

Company Name

Signature of Company Representative

Print Name of Company Representative

Title

Questions and Answers

1. Is there an expectation or desire to include pedestrian facilities in the Policy for Installing Bicycle Facilities that are Isolated Segments?

- a. Answer: There is not an expectation that the Policy for Installing Bicycle Facilities that are Isolated Segments include pedestrian facilities. However, city staff members are open to the idea that the process for developing the policy include a discussion of the appropriateness of including and addressing pedestrian facilities with the policy.

2. Is there an expectation or desire to include pedestrian facilities in the Policy for Reserving Space for Future Bicycle Facilities?

- a. Answer: There is not an expectation that the Policy for Reserving Space for Future Bicycle Facilities include pedestrian facilities. However, city staff members are open to the idea that the process for developing the policy include a discussion of the appropriateness of including and addressing pedestrian facilities with the policy.

October 30, 2013

CITY OF WICHITA, KANSAS

REQUEST FOR FORMAL PROPOSAL NUMBER FP340051

ADDENDUM # 1

METROPOLITAN AREA PLANNING DEPARTMENT

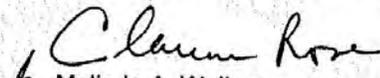
DESCRIPTION: WICHITA STREET DESIGN GUIDANCE AND ROUTINE ACCOMMODATION POLICY

OPENING DATE: Wednesday, November 6, 2013 AT 5:00 P.M.

The following additions, deletions, and/or changes have been added to the specifications and made a part of this formal proposal FP340051.

- 1. See Attached Questions and Answers.
- 2. Federal Attachment Forms attached.

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.


 Melinda A. Walker
 Purchasing Manager

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instruction and stipulations set forth herein.

_____ Date

_____ Company Name

_____ Signature of Company Representative

_____ Print Name of Company Representative

_____ Title

Questions and Answers

1. What role, if any, will KDOT have in developing and reviewing the recommended street design guidance?
 - a. Answer: The City staff preference is for KDOT staff members to be involved in an advisory capacity that provides for input into the planning process, review of proposed designs, and coordination between the City and KDOT.

2. Are there any forms that consultants should complete and submit with their proposals?
 - a. Answer: Yes, City staff members have added a set of Federal Attachment forms that must be completed and submitted with the project proposal.

3. Considering that the deadline for questions to is next Thursday, October 31st, to give teams sufficient time to respond to answers to these questions, will the submittal deadline be moved several days?
 - a. Answer: At this time, the City has decided not to move the submittal deadline. In order to provide as much time as possible for teams to review the answers to questions, the City will provide answers to questions via email to the individual who submitted them and will provide answers prior to the deadline to submit questions.

**ATTACHMENT 1
CERTIFICATION OF NON-RESTRICTIVE
COMPETITION**

PROJECT:

_____ being first duly sworn, deposes and says that he / she is _____ of _____ and that all statements made and facts set out in the Proposal for the above project are true and correct; and that the Proposer (the person, firm association, or corporation making said Proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with such Proposals in response to the above mentioned Request for Proposal or any contact which may result from the acceptance of said Proposal.

Affiant further certifies that the Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above project.

BY _____

BY _____

BY _____

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

ATTACHMENT 2
CERTIFICATION OF POTENTIAL CONTRACTOR
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

Page 1 of 2

The Potential CONSULTANT _____ certifies to the best of its knowledge and belief, that it and its principals;

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or The City of Wichita;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
- 4) Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.

Where the potential CONSULTANT is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Primary Participant Debarment and Suspension
Page 2 of 2

THE POTENTIAL CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(Signature of Authorized Official)

(Title)

ATTACHMENT 3
DEBARMENT AND SUSPENSION CERTIFICATION (Lower Tier Covered Transaction)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

THE PROPOSALDER OR PROPOSER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT ON ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSALDER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 20____.

By: _____
(Signature of CONSULTANT'S authorized official)

(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 4
CERTIFICATION OF RESTRICTIONS ON LOBBYING
Page 1 of 2

I, _____, hereby certify that I am
(Name of CONSULTANT'S Authorized Official)

authorized to execute this certification, and to the best of my knowledge after due
diligent inquiry, on behalf of _____ that:
(Name of CONSULTANT)

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying
Page 2 of 2

THE CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of CONSULTANT'S authorized official)

(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 5 DBE CERTIFICATION

I, _____, hereby certify to the best of my
(Name of CONSULTANT'S Official)

knowledge on behalf of _____ that:
(Name of CONSULTANT)

_____ has complied with the requirements of
(Name of CONSULTANT)

49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Department of Energy Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of CONSULTANT'S authorized official)

(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 6
JOINT VENTURE FORM
Page 1 of 4

This form is to be completed ONLY if the CONSULTANT(S) is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The CONSULTANT, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this Statement of Joint Venture in the name of and on behalf of such CONSULTANT for the purposes herein set forth:

The following named CONSULTANTS:

- (a) _____ ; _____ ; _____
 Individual Partnership Corporation
- (b) _____ ; _____ ; _____
 Individual Partnership Corporation
- (c) _____ ; _____ ; _____
 Individual Partnership Corporation
- (d) _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a Joint Venture for the purpose of carrying on the work hereinafter described.

Under the provisions of such Joint Venture the assets of each of the CONSULTANTS named, and in the case of any CONSULTANT so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such Joint Venture, and liable therefore and for all obligations incurred in connection therewith.

The Statement of Joint Venture is executed so that the named CONSULTANTS may under such Joint Venture proposal upon the work herein mentioned and they may, if the successful proposalder therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the Joint Venture and when so executed shall

Joint Venture Form
Page 2 of 4

bind this Joint Venture and each and every CONSULTANT named herein, severally and jointly. Simultaneous with the execution of the contract, the Joint Venturers shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as Joint Venturers, we bind the CONSULTANT for whom we respectively execute this Statement of Joint Venture in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed an sworn before me, this

_____ day of

_____, 20__

(a) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of

_____, 20__

(b) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of

_____, 20__

(c) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

Subscribed an sworn before me, this

_____ day of

_____, 20__

(d) _____
(Name of CONSULTANT)

BY _____
(Type or Print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(a) _____ hereby certifies that
(Name of CONSULTANT)
_____ has been and is hereby
(Name of Representative)
empowered to sign the Statement of Joint Venture attached hereto as the
authorized representative of _____
(Name of CONSULTANT)
for the special purpose therein expressed.

ATTEST

DATE

***** SEAL NECESSARY IF CORPORATION *****

(b) _____ hereby certifies that
(Name of CONSULTANT)
_____ has been and is hereby
(Name of Representative)
empowered to sign the Statement of Joint Venture attached hereto as the
authorized representative of _____
(Name of CONSULTANT)
for the special purpose therein expressed.

ATTEST

DATE

***** SEAL NECESSARY IF CORPORATION *****

**Joint Venture Form
Page 4 of 4**

(c) _____ hereby certifies that
(Name of CONSULTANT)
_____ has been and is hereby
(Name of Representative)
empowered to sign the Statement of Joint Venture attached hereto as the
authorized representative of _____
(Name of CONSULTANT)
for the special purpose therein expressed.

ATTEST DATE

***** SEAL NECESSARY IF CORPORATION *****

(d) _____ hereby certifies that
(Name of CONSULTANT)
_____ has been and is hereby
(Name of Representative)
empowered to sign the Statement of Joint Venture attached hereto as the
authorized representative of _____
(Name of CONSULTANT)
for the special purpose therein expressed.

ATTEST DATE

***** SEAL NECESSARY IF CORPORATION *****

Contractors List Information
Page 2 of 2

- * A disadvantaged business firm is defined as a small business concern:
 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 8

CITY OF WICHITA PROCUREMENT CERTIFICATIONS

The CONSULTANT _____ hereby certifies that:

- A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above consultant) to solicit or secure this Agreement.
- B. The Consultant has not 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.
- C. The Consultant has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, "Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications
Page 2 of 2

E. Conflict of Interest.

The Consultant certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20____

By: _____
(Signature of CONSULTANT'S authorized official)

(Name and Title of CONSULTANT'S Authorized Official)

ATTACHMENT 9
DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)

Page 1 of 2

As required by the Drug-Free Workplace Act of 1988

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

(_____) Published in The Wichita Eagle Friday, October 18, 2013

REQUEST FOR PROPOSAL NO. – FP340051

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **5:00 O'CLOCK P. M., WEDNESDAY, NOVEMBER 6, 2013.** **One (1) original and twelve (12) copies of the proposal are required.** Envelopes must be marked "**Request for Proposal FP340051**" and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

Metropolitan Area Planning Department

Wichita Street Design Guidance and Routine Accommodation Policy

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 5:00 o'clock p.m., Wednesday November 6, 2013.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 16th day of October, 2013.

Melinda A. Walker
Purchasing Manager

RECEIVED
OCT 17 2013
BY: _____

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <http://ep.wichita.gov>. Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

CITY OF WICHITA, KANSAS
REQUEST FOR PROPOSAL
Wichita Streets Bicycle Accommodation Design Guidance, Policies, and Procedures

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INTRODUCTION

Overview

The City of Wichita, Kansas (City) is soliciting proposals from qualified companies to provide professional services and work associated with developing the following products:

1. a routine accommodation policy to ensure that routine road projects such as resurfacing and striping include bicycle facilities as recommended by the Wichita Bicycle Master Plan (Plan), and walking and transit facilities;
2. Wichita specific streets design guidance that include best practices to accommodate bicycling, walking, and transit use along arterial streets and City of Wichita street types identified in the Wichita-Sedgwick County Subdivision Regulations;
3. recommendations for subdivision regulations updates for the City of Wichita so that the arterial street designs and the designs for all of the street types identified in the Wichita-Sedgwick County Subdivision Regulations accommodate the appropriate bicycle facilities recommended in the Wichita Bicycle Master Plan, walking, and public transit use;
4. a policy for installing bicycle facilities that are isolated segments;
5. a policy for reserving space for future bicycle facilities (e.g. space for a bike lane that is added later); and
6. recommendations to help ensure institutionalization and implementation of both the routine accommodation policy and the streets design guidance; including updates to the Wichita-Sedgwick County Zoning Code for the City of Wichita.

Budget

The budget for this project will not exceed \$208,000. The project is funded by CDC Small Community Transformation Grant Funds, through a partnership between the City of Wichita and the Health and the Wellness Coalition of Wichita.

Community Needs

Policy Support and Planning Initiatives

The City of Wichita has varying levels of policy support for improvements related to bicycling, walking, and public transit. Improvements related to bicycling are guided by the City of Wichita Bicycle Master Plan. The City is currently in the process of creating a plan to help identify community needs and priorities related to walking. Wichita Transit operations and future improvements are currently being evaluated. A long-term vision and related improvements for the Wichita Transit System were presented in the 2010 Wichita Travels: Wichita Regional Transit Plan.

Wichita Bicycle Master Plan

The City of Wichita's three goals related to bicycling, as stated in the Wichita Bicycle Master Plan are to:

1. Increase the amount of bicycling in Wichita;
2. Improve the safety of bicyclists in Wichita; and
3. Foster and promote a culture where bicycling is a viable and acceptable form of transportation.

The Wichita City Council unanimously endorsed the Wichita Bicycle Master Plan in February 2013 as an official guide for future decision making regarding public infrastructure investments, operations, and policies. The Plan was developed over more than two years and with the participation of more than 4,000 individuals. The Wichita Bicycle Master Plan recommends that the City adopt policies to ensure that the City's project planning and review processes account for bicycle facilities (Strategy 20). It also includes recommendations for policies related to installing isolated bicycle facility segments (Strategy 22) and reserving space for future bicycle facilities (Strategy 23). In order to implement these strategies, the Wichita Bicycle Master Plan recommends multiple actions, including the following listed below.

1. Development and adoption of a routine accommodation policy to ensure that as routine road projects such as resurfacing and striping are executed, bicycle facilities are incorporated according to the Plan recommendations, where feasible.
2. Review and update of the Wichita-Sedgwick County Subdivision Regulations (including cross sections) so that the arterial street designs accommodate bicycle lanes or paved shoulders; and/or sidepaths. The new arterial designs with the appropriate bicycle facilities should be used where bicycle facilities are called for in the Plan.
3. Create a policy for reserving space for future bicycle facilities (e.g. space for a bike lane that is initially a wide curb lane).
4. Develop a draft policy regarding installation of bicycle facilities which may create gaps (e.g. when and where appropriate or inappropriate).

Wichita Pedestrian Master Plan

The City of Wichita is currently in the process of developing the Wichita Pedestrian Master Plan, a guide identifying the community needs; vision; and future goals related to walking in the City. It will also identify the prioritized implementation actions necessary to help realize the community vision. The planning process is anticipated to last from through the summer of 2014.

Wichita Transit Planning Efforts

Multiple initiatives are underway and have been completed related to improvements for Wichita Transit. In 2013, efforts began to build an effective and sustainable transit system. The efforts of focused on 3 key areas:

1. Examine existing operations to improve service quality and cost control;
2. Facilitate a public discussion to determine the components of a sustainable system;
3. Establish a vision of what the future transit system should be; and

Wichita Transit is currently undertaking an 18-month plan to help plot a course for cost effective operations. The plan will examine proper management, staffing levels, best practices and compliance with federal regulations for the following operational areas listed below.

- Organizational Structure
- Maintenance Organization and Practices
- Fleet Condition
- Para-transit Operations

Public input is helping to determine the components of a sustainable transit system. A study completed by University of Kansas and a Mind Mixer public dialog have helped to define the key attributes of a successful system. The transit system envisioned by the public includes:

- More frequent service on existing routes
- Reduced travel times
- Later service hours and Sunday service
- Deployment of routes into a grid system
- Expanded coverage to serve greater portion of the population

Based on the stakeholder input, Wichita Transit staff re-examined current levels of transit service and recommended improvements to meet the criteria established through public input. The system of the future would include:

- More frequent peak hour service on existing routes
- Extension of routes to respond to community growth and development
- Introduction of cross-town routes in a grid system to reduce travel time
- Expansion of operating hours to include evening and Sunday services
- Growth of the transit system to serve more of Sedgwick County
- Regional connections with neighboring cities and counties

Downtown Planning and Design

Project Downtown is the downtown master plan for the City of Wichita. It guides development, the provision of infrastructure and municipal services within downtown. The plan outlines a vision for downtown that enables people to live, work, shop, play, and learn within a short walk. The plan includes specific recommends ways to improve conditions for bicycling, walking and utilizing public transit.

The Downtown Wichita Streetscape Design Guidelines (2010) help to implement the downtown master plan, by providing guidance for how downtown streets should be designed. The guidelines recommend what type of features should be located within the rights-of-way, how the lanes should be configured, and what the look and feel of the street should be.

Additional Planning Information

Below is a short listing of area plans, surveys, and other documents related to walking in Wichita.

Title	Organization
Project Downtown: Downtown Master Plan http://www.wichita.gov/Government/Departments/Planning/Pages/Downtown.aspx	City of Wichita
Regional Pathways System Plan http://www.wampoks.org/IconMenu/Pathways.htm	WAMPO
Metropolitan Transportation Plan 2035 http://www.wampoks.org/Publications/Metropolitan+Transportation+Plan+2035.htm	WAMPO
Wichita-Sedgwick County Comprehensive Plan http://www.wichita.gov/Government/Departments/Planning/PlanningDocument/1999%20Comprehensive%20Plan%20Update.pdf	Wichita and Sedgwick County
Wichita Bicycle Master Plan http://www.wichita.gov/Government/Departments/Planning/Pages/Bicycle.aspx	City of Wichita
Safety Plan http://www.wampoks.org/NR/rdonlyres/C1AA9603-F352-45ED-A033-5BB567BA91CC/72512/SafetyPlan121311.pdf	WAMPO
Downtown Wichita Streetscape Design Guidelines http://www.wichita.gov/Government/Departments/Planning/Pages/Downtown.aspx	City of Wichita

Citizen Surveys

Multiple citizen surveys have shown a desire for improvements related to bicycling, walking, and transit. In 2006, 2010, and 2012 the City of Wichita participated in the National Citizen Surveys, which compare the satisfaction of Wichita residents to the satisfaction of citizens in other similar cities. The National Citizen Survey is a statistically representative survey with a margin of error of plus or minus five percentage points, the survey is mailed to households selected at random.

The survey results report that the satisfaction of Wichita residents with the ease of bicycle travel in the city is “much below” the satisfaction of residents in comparable cities. The 2012 survey results showed that Wichita ranked 232 out of 273 comparable jurisdictions for the ease of bicycle travel. It was one of the three least positive ratings by the citizens of Wichita.

The 2010, and 2012 National Citizen Surveys have also shown that the satisfaction of Wichita residents with the ease of walking is “much below” the satisfaction of residents in comparable jurisdictions. The 2012 survey results showed that Wichita ranked 223 out of 267 comparable cities for the ease of walking.

In addition, the 2006, 2010, and 2012 National Citizen Surveys report that the satisfaction of Wichita residents with the ease of bus service is also “much below” the satisfaction of residents in comparable. The 2012 survey results showed that Wichita ranked 176 out of 200 comparison jurisdictions. The ease of bus travel was one of the three least positive ratings by the citizens of Wichita.

Safety

Records by the Kansas Department of Transportation indicate that between the years 2000 and 2010 crashes involving motor vehicles and pedestrians within the Wichita city limits resulted in the deaths of 37 pedestrians and 1,045 pedestrians injured. The Wichita Area Metropolitan Planning Organization (WAMPO) Safety Plan (updated 2011) indicates that from 2005 to 2009, 10 percent of fatalities and 3 percent of injuries within the WAMPO region were pedestrians. The WAMPO region accounts for 18 percent of the state’s population, but 22 percent of the state’s fatal pedestrian crashes and 21 percent of all statewide crashes involving pedestrians.

Likewise, the records by the Kansas Department of Transportation indicate that between the years 2000 and 2010, 920 crashes involving motor vehicles and bicyclists occurred, resulting in the deaths of 41 bicyclists. The Wichita Area Metropolitan Planning Organization (WAMPO) Safety Plan (updated 2011) indicates that from 2005 – 2009, bicyclists accounted for 2 percent of crash fatalities and 2 percent of crash injuries within the WAMPO area. However, according to the WAMPO 2011 Household Travel Survey, trips by bicycle account for only 0.4 percent of household trips.

Community Context

Overview

The City of Wichita, located in south central Kansas, has a 2010 population of 382,368 residents per the US Census and currently encompasses nearly 163 square miles.

OBJECTIVES AND SCOPE OF SERVICES

Objective

The City of Wichita, Kansas (City) is soliciting proposals from qualified companies to provide professional services and work associated with developing the following products listed below.

- 1) **Routine accommodation policy:** this policy will ensure that as routine road projects such as resurfacing and striping are executed, bicycle facilities are incorporated according to the Plan’s recommendations, where feasible; and walking and public transit facilities are also incorporated where feasible.

- 2) **Street design guidance:** this will guide the design of Wichita streets to accommodate bicycling, walking, and transit use; including arterial streets and all street types identified in the Wichita-Sedgwick County Subdivision Regulations. The street design guidance will be used to illustrate street design best practices, explain positive and negative impacts of the design on all potential modes of transportation. The street design guidance should be cost effective and able to be phased incrementally. The guidance will be utilized as part of, or in conjunction with the Wichita-Sedgwick County Subdivision Regulations for the City of Wichita.
- 3) **Recommendations for Subdivision Regulations updates:** these recommendations will update the Wichita-Sedgwick County Subdivision regulations for the City of Wichita so that the arterial street designs and the designs for all of the street types identified in the Wichita-Sedgwick County Subdivision Regulations accommodate the appropriate bicycle facility types recommended in the Wichita Bicycle Master Plan, walking and transit use.
- 4) **A policy for installing bicycle facilities that are isolated segments:** this policy will help guide the City on when and where it is appropriate to install new bicycle facilities that are isolated segments without connections to existing bicycle facilities. Isolated bicycle facility segments could occur as the development of the bicycle network will be incremental, depending on a number of factors – including: funding and implementation of larger roadway projects.
- 5) **A policy for reserving space for future bicycle facilities:** this policy will help guide the City on when and where it is appropriate to reserve space for future bicycle facilities. There will be times when there is an opportunity to create a new bicycle facility in conjunction with a roadway repaving or widening project, but there is a concern about lack of connectivity to the rest of the network. In those cases space should be preserved for easy installation at a later date. An example is a bicycle lane where space is created and the lane markings are added at a later date.
- 6) **Recommendations for institutionalization and implementation:** these recommendations will identify the actions, guidelines, processes, administrative structures, and policies to successfully institutionalize and implement the routine accommodation policy and the street design guidance. The recommendations should include updates to the Wichita-Sedgwick County Zoning Code for the City of Wichita.

Timeframe

The work identified in the Scope of Services must be completed by September 20, 2014. This deadline is based on requirements associated with the use of the Health and Wellness Coalition of Wichita funding.

Scope of Services

This consultant will deliver the following products to the City.

- Weekly status reports to the City, with progress tied to project deliverables
- Report with analysis of the current City street standards, design guidance, practices, and processes
- Draft of the recommended street design guidance endorsed by the City Bicycle and Pedestrian Advisory Board
- Draft of the recommended updates to the Wichita-Sedgwick County Subdivision Regulations endorsed by the City Bicycle and Pedestrian Advisory Board.
- Draft of the recommended routine accommodation policy endorsed by the City Bicycle and Pedestrian Advisory Board
- Draft of the policy for installing bicycle facilities that are isolated segments endorsed by the City Bicycle and Pedestrian Advisory Board
- Draft of the policy for reserving space for future bicycle facilities (e.g. space for a bike lane that is added later) endorsed by the City Bicycle and Pedestrian Advisory Board
- Draft of the recommendations to help ensure institutionalization and implementation of the routine accommodation policy
- One (1) PDF format copy of all work products
- One (1) Microsoft Word format (or equivalent) copy of all work products
- One (1) ESRI ArcGIS geodatabase (or equivalent) of any GIS data created during the project development process and relevant to the final products

City Provided Information

The City will make the following information available to the consultant, at their request.

- parcel boundaries
- park boundaries
- bicycle facilities locations
- demographics
- existing land use
- zoning
- sidewalk locations (partial inventory)
- street and highway locations
- roadway conditions
- existing subdivision regulations

Much of the aforementioned data layers will be made available to the consultant in digital format using the City/County GIS system, Microsoft Excel files, or Microsoft Access databases. The consulting firm selected is expected, on their own efforts, to obtain any other needed information.

City Provided Services

The City can provide the following services during the planning process.

- Email distribution system – The City has a system which allows people to register with the City of Wichita and receive email updates on the planning process, Council meetings, and other City events.
- Project webpage – The City can create and host a project webpage.

PROPOSAL EVALUATION AND SELECTION PROCESS

Selection Criteria

Final selection will be made following review and ranking of proposals received by representatives of the City's Screening and Selection Committee. The City reserves the right to interview only those consultants whose qualifications best match the project scope as determined by the Screening and Selection Committee. The City's objective is to select the firm best qualified to undertake the tasks identified. Proposals will be evaluated on the basis of the criteria presented in the table on the following page.

The City reserves the right to reject any and all proposals. All submissions, including supporting documentation shall become the property of the City of Wichita. All costs incurred in the preparation of this proposal shall be the responsibility of the firm or consultant making the proposal. The City encourages minority participation in this project.

- The table of proposal evaluation criteria is on the next page. -

Proposal Evaluation Criteria

Criteria	Description
Planning process	Does the planning process follow a logical progression to arrive at a plan document? Will it deliver useful results?
Resources	Does the firm have sufficient resources to complete the project as proposed?
Experience and qualifications	Does the firm have the experience and qualifications necessary for a good process and product?
Work schedule	Is the schedule reasonable and adequate?
Total value of services	How do the proposed services compare to other proposals?
Public involvement	Will the public involvement methods engage the community in a meaningful way, and will citizens be able to follow the process? Are they asking the appropriate questions and reaching appropriate audiences? How will the unusual voices be engaged? Is it useful information?
Understanding of context and community needs	Does the firm have a good understanding of the planning context and the community needs?
Past performances	What were results and experiences working with this firm, or subcontractor, in the past? Did the plans the developed get implemented?

INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidance governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services.

All proposals must address the following items in the order listed below and shall be numbered 1 through 10 in the proposal document.

Chapter 1 – Project Contacts

This chapter shall list the principal responsible for the project, the firm's project manager, key contacts, and how to communicate with them. Limit this chapter to a total of one (1) page.

Chapter 2 – Work Plan

This chapter shall describe the proposed methodology for development of the work products and the proposed tasks to accomplish it. This chapter will also describe the type of assistance that will be sought from City staff. Limit this chapter to a total of five (5) pages.

Chapter 3 – Public and Staff Participation

This chapter shall describe the proposed methodology for public and staff participation in the planning process. Identify who will be consulted, how they will be consulted, and what will be done with the information. Limit this chapter to a total of four (4) pages.

Chapter 4 -Project Timeline

This chapter shall identify the proposed sequence and timing of tasks. Limit this chapter to total of one (1) page.

Chapter 5 - Project Staffing and Costs

This chapter shall identify which staff will be assigned to the various tasks. It will also identify the costs to accomplish each task, including an estimated total project fee and/or hourly fees for services. Limit this chapter to a total of two (2) pages.

Chapter 6 – Project Staff

This chapter shall identify the name, title, and qualifications of the key personnel assigned to this project. Limit this chapter to a total of five (5) pages.

Chapter 7 – Profile on the Proposing Firm(s)

This chapter shall include a brief description of the firm, consultants, and subcontractors that will be used on the project. It will include the address, telephone number(s), contact person, and year of establishment for the firm. Limit this chapter to three (3) pages.

Chapter 8 – Relevant Experience

This chapter shall include a description of experience with relevant projects. Limit this chapter to three (3) pages.

Chapter 9 – References

This chapter shall identify at least three professional references, including addresses and telephone contact information. The references shall be limited to similar projects that have been completed within the last three (3) years. Limit this chapter to a total of one (1) page.

Chapter 10 – Conflicts of Interests

This chapter shall be utilized by the firm to disclose any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Wichita City Council or City staff.

ADMINISTRATIVE INFORMATION

Interviews

Interviews will be made following review of proposals received by representatives of the City's Screening and Selection Committee. The City reserves the right to interview only those consultants whose qualifications best match the project scope as determined by the Screening and Selection Committee.

Project Administration

The Wichita-Sedgwick County Metropolitan Area Planning Department staff will be responsible for project administration. The project will be managed by a Project Management Team – with representatives from the City Engineering Division, Street Maintenance Division, Planning Department, and Wichita Transit.

Project Contact

All questions relating to this RFP must be put in writing and received by the City no later than 4:00 p.m., Thursday, October 31, 2013. The responses from the City will be provided via email to the individual who submitted the question and distributed as an addendum to this RFP. Correspondences shall be address to the following contact person.

Scott Wadle, Senior Planner
Wichita-Sedgwick County Metropolitan Area Planning
Department
10th Floor, City Hall
455 N. Main Street
Wichita, KS 67202
F (316)352-4855
swadle@wichita.gov

Contract Schedule (Subject to Change)

RFP questions deadline	October 31, 2013
RFP submission deadline	Nov 6, 2013
Staff screening and selection committee meeting	Nov. 12, 2013
Consultant interviews and staff screening and selection committee decision	Nov. 21, 2013
City Council approval of contract	Dec. 17, 2013

Contract Review

Following the selection of a preferred consultant, the Plan Project Manager will review the project objective, scope of work, and schedule with the consultant. Such discussion(s) will also address project coordination and responsibilities of the project team. This

activity provides for the development of an organizational framework for the project so that the results are responsive and accountable to all stakeholders.

Additional project tasks and funding may be requested during contract negotiations. The City reserves the right to negotiate the final fees and the proposed scope of work.

GRANT REQUIREMENTS

The project is funded by the CDC Small Communities Transformation Grant. The selected vendor must comply with guidance as stipulated in the Office of Management and Budget *Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009*. A web link to this document is provided below.

http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_fy2009/m09-21.pdf

PROPOSAL SUBMISSION

1. All proposals and information submitted shall become the property of the City.
2. The City reserves the right to issue supplemental information or guidelines relating to the RFP during the proposal preparation period, or to make modifications to the RFP.
3. The City also reserves the right to modify the Objectives and Scope of Services during negotiation of the contract.
4. All proposals shall be considered firm offers for a period of up to three (3) months following the due date.
5. Once submitted, proposals (including the selected consulting staff to work on the project) may not be changed without prior written consent of the City.
6. The consultant shall submit One original, and twelve (12) copies of the proposal by 5:00 P.M., Wednesday, November 6, 2013 to:

Melinda A. Walker
Purchasing Manager
12th Floor, City Hall
455 N. Main Street
Wichita, Kansas 67202 (316) 268-4636

RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

B. The Consultant has not 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.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Bidders should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the bidder reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the bidder requests that the City to contact the bidders for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

SUBCONTRACTING/JOINT VENTURES

Vendors are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their proposals. Therefore, each vendor shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the vendor and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.

Exhibit B

SCOPE OF SERVICES

The scope of services is the Professional Engineering Consultants, LLC proposal to the City of Wichita for the Wichita Street Design Guidance and Routine Accommodation Policy, submitted November 6, 2013) AND the proposal addendum submitted during contract negotiations.

Addendum to the PEC Proposal for the Wichita Street Design Guidance and Routine Accommodation Policy RFP – FP340051

Purpose: this document describes changes to the PEC proposal as a result of contract negotiations with City staff following the City Staff Screening and Selection Committee identification of PEC as the preferred consultant. The revisions are listed below.

1. The document Schedule of Fees by Task and Deliverables (Exhibit D) replaces the Project costs identified in Chapter 5 of the proposal. The older fee structure was estimated by work tasks associated with the four major project elements. The new fee structure is organized by deliverable.
2. The proposed Steering Committee was renamed to Technical Advisory Committee and will now serve a technical advisory role rather than a project management role.
3. Stakeholder involvement was originally proposed to conduct eight meetings between two Focus Groups, one was a user's group and one was a design/development group. PEC will now conduct up to 16 meetings with:
 - a. Bicycle & Pedestrian Advisory Board
 - b. Transit Advisory Board
 - c. MAPC Subdivision Committee
 - d. One development-specific Focus Group
 - e. Other groups as needed



Wichita Street Design Guidance and Routine Accommodation Policy

REQUEST FOR PROPOSAL NO. – FP340051

NOVEMBER 2013



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



November 4, 2013

Mr. John Schlegel, Director of Planning
Mr. Scott Wadle, Senior Planner
Wichita-Sedgwick County Metropolitan Area Planning Department
Wichita City Hall, Tenth Floor
455 North Main Street
Wichita, Kansas 67202

Reference: Wichita Street Design Guidance and Routine Accommodation Policy
Request for Proposal No. FP340051

Dear Mr. Schlegel and Mr. Wadle:

Visionary plans can only be realized when they are implemented using strategies that are practical, logical and technically feasible. The City of Wichita has completed a Bicycle Master Plan and is in the midst of a Pedestrian Master Plan process. Upon the completion of Street Design Guidance and Accommodation Policies, the vision established by these master plans can be effectively integrated into Wichita's transportation infrastructure. PEC has assisted the City in developing a similar implementation tool with the Downtown Streetscape Design Guidelines. So, we know how to craft policies and design guidance proven to work in Wichita.

PEC's assigned project staff has over four decades combined experience making Wichita's transportation network what it is today. Over the years, they have been directly involved with planning and designing street improvements, bicycle/pedestrian facilities and transit accommodations. Furthermore, our staff has participated in the bicycle and pedestrian facility design training sessions recently sponsored by the City of Wichita. PEC is ready to continue this tradition of providing excellent transportation consulting services to the City.

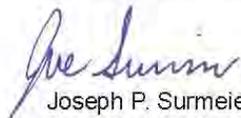
By signature of this letter, We certify compliance with the RFP Conditions and Certifications, General Specifications, Liability Insurance Specifications and Affirmative Action Requirements included as part of the Request for Proposal No. FP340051.

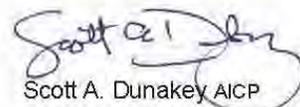
We do not anticipate the need for including Emerging Business Enterprise participation due to the size and nature of the work for this project. However, we have worked with several City of Wichita certified Emerging Business Enterprise firms and will acquire participation if the opportunity to do so arises during the project.

We appreciate this opportunity to offer this proposal. We look forward to discussing our project approach with you in the near future. Please let us know of any questions you may have.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.


Joseph P. Surmeier PE
PRINCIPAL-IN-CHARGE


Scott A. Dunakey AICP
PROJECT MANAGER/SENIOR PLANNER

308 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pec1.com



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- CHAPTER 8 Relevant Experience
- CHAPTER 9 References
- CHAPTER 10 Conflicts of Interest





CHAPTER 1
Project Contacts



Project Contacts

► **Principal-in-Charge**

Joe Surmeier PE
Phone: 316-206-1306
Email: Joe.Surmeier@pec1.com

► **Project Manager**

Scott Dunakey AICP
Phone: 316-206-1305
Email: Scott.Dunakey@pec1.com

► **Project Planner**

Mitch Coffman
Phone: 316-206-1333
Email: Mitchell.Coffman@pec1.com

► **Project Engineer**

Scott Canfield PE, PTOE
Phone: 316-206-1341
Email: Scott.Canfield@pec1.com





CHAPTER 2
Work Plan





CHAPTER 3
Public and
Staff Participation



The main intent for the work plan is to lead a process that will enable PEC to develop useful deliverables that define how the City will systematically implement recommendations of the Bicycle Master Plan and Pedestrian Master Plan, as well as connections to transit. The methodology for completing all tasks and providing relevant and useful deliverables is provided in this chapter. It is intended that these processes are carried out concurrently, streamlining the process for increased efficiency.

Approach to Policy Development

The City is requesting three separate policies; all dealing with current or future accommodation of bicycle and pedestrian facilities. Through our understanding of the unique needs and desires of the City, PEC has developed a simplified approach to policy development. Although the outcome will be three separate policies, the approach combines the development of all three policies into one process, making it efficient for those involved.

This streamlined process will enable clear and concise communication to the public that the City is systematically developing policies and processes to implement recommendations from its planning efforts. These three policies will show major steps toward implementation. A clear message of progress, along with a vision for future policy development, will show the public the dedication to safely, efficiently, and systematically implementing bicycle and pedestrian improvements.

PEC understands that there will likely be future policies that guide the development of bicycle and pedestrian facilities, such as the complete streets recommended by the Bicycle Master Plan. The complete streets policy will build upon the three policies. The three policies will need to take into account the ultimate goal of providing a safe and efficient environment for all users of the transportation network. PEC's approach facilitates clear communication of the process of continued improvement.

Routine Accommodation Policy

The Wichita Bicycle Master Plan recommends the use of routine accommodation as a means of integrating bicycle facilities into routine road projects and programs. The future pedestrian plan and transit planning efforts will also likely identify routine accommodation as a strategy for implementing improvements to accommodate walking trips and access to transit. The routine accommodation policy will ensure consistent action by the City for consideration of bicycle, walking, and transit facilities/amenities, helping to achieve the institutionalization of bicycling, walking, and transit in Wichita.

The guiding philosophy for the development of the Routine Accommodation Policy will be usefulness and flexibility. The policy will be developed in coordination with those responsible for planning, designing, implementing, operating and maintaining improvements. This coordination, along with a clear vision for the intended outcomes,



will ensure the policy is useful and can be efficiently implemented. PEC will develop subjective criteria to help determine when it is appropriate to implement context sensitive routine accommodations. The criteria will consider such aspects as safety, mobility, access, appropriateness, and financial responsibility. PEC also understands the need for flexibility in policy based on context. PEC, through discussions with staff, will identify areas that need to be flexible and ensure context sensitive policy directives.

Policy for Installing Isolated Bicycle Facilities

The City and PEC understand there will be times when it may make sense, financially or otherwise, to develop a bicycle or pedestrian facility identified in a plan that does not provide immediate connectivity of the overall network. PEC will develop a policy to identify when and where it is appropriate and advantageous to install bicycle and pedestrian facilities that do not provide immediate connectivity. The policy will include criteria to aid in this determination. The criteria will help to subjectively determine if the facility will enable future connectivity without being financially burdensome or providing unsafe conditions.

Policy for Reserving Space for Future Bicycle Facilities

The Policy for Reserving Space for Future Bicycle Facilities is closely related to the Policy for Installing Isolated Bicycle Facilities and they should work hand-in-hand. When it is determined that it is not appropriate to develop an isolated facility along with a road project, the question should be asked about reserving space for future bicycle and/or pedestrian facilities. PEC will develop a policy that defines when, where, and why it is appropriate to reserve space for future facilities. Similar to the other policies, a decision making process and criteria will be developed to define expectations and add subjectivity for determining the appropriateness of reserving space.

Policy Development

The following is an overview of the policy development process and tasks to carry out the process.

1. Coordinate with a Steering Committee on policy development matters
2. Define intent of all three policies, as well as key terms, such as 'routine road project', 'accommodation', 'isolated', and 'opportunity'
3. Identify current/future plans, policies, regulations, processes, and staff to consider/consult
 - a. Determine how elements, such as the Bicycle Master Plan, Project Downtown, Downtown Wichita Streetscape Design Guidelines, etc. should be considered
4. Review current plans, policy, practices, regulations, interview staff, and review planning efforts
5. Identify limitations and opportunities (real and perceived)
6. Identify policies, programs, regulations, etc. that will use policy or to be impacted by new policy
7. Draft rational, feasible, and meaningful policy directives
8. Identify issues and implications, such as safety, efficiency, delivery, maintenance, etc.



9. Develop appropriate criteria for each policy
10. Identify intent, responsible staff/committees, required departmental coordination, review process, reporting mechanism(s), etc.
11. Draft policies

Deliverables

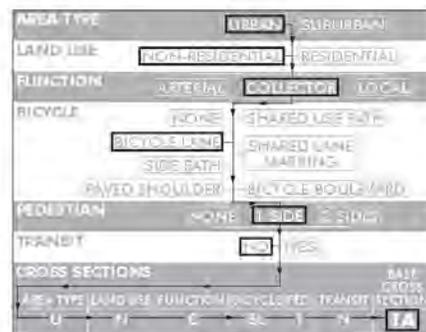
- Report on best practices for routine accommodation
- Draft Routine Accommodation Policy
- Draft Policy for Installing Isolated Bicycle Facilities
- Draft Policy for Reserving Space for Future Bicycle Facilities

Approach to Street Design Guidance Development

The City desires to identify street design guidance for bicycle, pedestrian, and transit facilities and amenities within (or crossing) street right-of-way. This guidance will build upon the policies to integrate bicycle, pedestrian, and transit accommodations into planning, designing, and implementing road projects. PEC will develop the street design guidance through a cooperative and collaborative process. The guidance document will provide context sensitive street and intersection design options based on best practices, sound rationale, and City goals. The development process will facilitate collaboration of City departments and committees to build consensus on preferred design concepts based on mutual goals and appropriate justification.

The three policies identified earlier will all reference the street design guidance. PEC will facilitate the development of the policies and the guidance document concurrently. This will allow a clear understanding of how each document/policy will be formatted and used when developing the other documents/policies.

PEC, through coordination with stakeholders and City staff, will develop a logical and user friendly Street Design Guidelines document with a similar look and feel as the Downtown Streetscape Design Guidelines, which we prepared. The guidance document will aid in determining appropriate design elements to accommodate each planned mode within the road right-of-way. The focus of the design will be space allocation appropriate to context, function, and mode accommodation. The designs will be based on best practices identified in guidance documents, such as the AASHTO Guide for the Development of Bicycle Facilities. The graphic shows an example process to be developed as part of the guidance document to aid in determining a context sensitive design.



PEC will illustrate concepts for accommodating all necessary elements between the curbs (or shoulders) and within the right-of-way including intersections and crossings. The guidance document will identify maximum, minimum, and target space allocations for each element. It will also identify positive and negative impacts of each design element according to roadway type, function, context, and other characteristics. Providing the illustrations, ranges for space allocation, and the impacts of each design element will provide clear communication to the public about street design while providing the City with sound rationale and consistent standards.

Street Design Guidance

1. Coordinate with the Steering Committee on the development of street design guidance
2. Identify purpose, need, and intent
3. Collect data from City identified in the RFP
4. Identify, obtain, and review existing City standards and design guidance
5. Conduct interviews with staff about standards, guidance, practices, and processes
6. Produce report that summarizes and analyzes current City standards, guidance, practices, and processes; provides positives and negatives; identifies links or missing links between City goals and current City standards, guidance, practices, and processes; and provides sufficient information to develop sound recommended changes to standards, guidance, practices, and processes
7. Discuss needed and desired updates, changes, and additions
8. Identify process and key inputs for determining proper design
9. Develop maximum, minimum, and target space allocations for each design element
10. Develop design elements and cross CHAPTER options
11. Develop rationale for each design element option
12. Identify exemptions
13. Identify those that will be responsible for compliance and oversight
14. Develop process for compliance and oversight

Deliverables

- Report analyzing current practices, policies, processes, guidance, and regulations
- Draft Street Design Guidance



Approach to Development of Recommendations

PEC understands the importance of institutionalizing bicycle, pedestrian, and transit into planning, design, construction, operations and maintenance activities. PEC will guide the development of the three policies and street design guidance in a way to identify strategic recommendations for implementing and institutionalizing the policies and guidance document. PEC will facilitate discussions to develop recommendations for changes to policies, procedures, processes, administrative structures including the Subdivision Regulations and Zoning Code. These recommendations will be developed to support the new policies and design guidance. PEC will use its in depth knowledge of current City political climate, processes, limitations, opportunities, and challenges to format recommendations for institutionalizing bicycling and pedestrian activities.

Process and Tasks

During the development the three policies and design guidance, PEC will keep record of discussions that identify changes needed to other City policies, guidance, processes, structures, and actions. Once the policies and design guidance are near completion and prior to any recommendation for approval, PEC will present these identified changes to the Steering Committee for discussion. The Steering Committee will then be able to discuss and determine the appropriateness of making recommendations based on the identified changes. This will also enable a comprehensive discussion about policies, design guidance, and recommendations.

Deliverables

- Draft recommended changes to Subdivision Regulations
- Draft recommendations for institutionalization and implementation

Other Deliverables

Along with those products previously identified, PEC will provide weekly status reports. PEC will also present, and modify as necessary, the draft policies, design guidance, and recommendations to the Bicycle and Pedestrian Advisory Committee for recommendation. PEC will then deliver final PDF versions of the work products, as well as corresponding Microsoft Word format (or equivalent) versions. PEC will also provide an ESRI ArcGIS geodatabase (or equivalent) of any georeferenced data created, compiled, or modified during the process.

Assistance from City Staff

PEC would request that City staff attend Steering Committee meetings; review materials and deliverables; provide data identified in the RFP; provide insight into political and institutional climate; provide professional opinions and direction based on unique understanding of City processes; and identify and provide current policies, practices, processes, programs, and guidelines followed by City staff relevant to bicycle, pedestrian, and transit facilities/accommodations.





CHAPTER 3
Public and
Staff Participation



COMMUNICATIONS STRATEGY

Key Contacts

One of the first steps in the planning process will be to develop a list of key stakeholders, media contacts, community groups and other interested parties. The Project Team will work with the City to create a distribution list of interested parties to receive notices about the planning process. Once plugged into the local networks, the engagement process can get underway.

Press Releases and Meeting Notifications

Periodic press releases will be prepared and distributed to local media to inform the public of upcoming meetings, involvement opportunities, and project progress. The Project Team will also prepare meeting notification flyers for print and email distribution. It should be noted that hard copies will need to be available for those without internet access. The Project Team will coordinate with the City to identify the appropriate distribution locations for hard copies.

Project Website

The Project Team will work with the City to develop content for a project website hosted and maintained by the City. This website will be a forum for disseminating important project information, documents, contact information and notifications of meetings and other involvement opportunities. The website should also contain tools for receiving input from the public, such as a comment form.

ENGAGEMENT STRATEGY

PEC will conduct engagement activities at three levels using a Steering Committee, focus groups, and the broader community. Each aspect of the planning process will utilize all three levels of engagement to gather input, identify local preferences and build consensus.

City Staff Communications

Project Management Communications

PEC will conduct regular team coordination meetings. All work will be coordinated by PEC's project manager, who also will serve as the primary consultant point of contact. Project activities, responsibilities and schedule are coordinated during these meetings. PEC will submit weekly status reports to the City's assigned project manager and coordinate directly with this individual on project management items as needed.

Steering Committee

PEC will work with a Steering Committee made up of assigned City staff and Health and Wellness Coalition representatives. Meetings will be held according to a schedule to be determined, but normally include a Project Kickoff Meeting and monthly Progress Meetings.



Project Kickoff Meeting – The purpose of this meeting is to:

- Clarify project goals and scope
- Discuss the engagement process
- Discuss the project schedule and determine key milestone and meeting dates
- Conduct a cursory review of issues
- Establish key contacts and exchange contact information

Progress Meetings – These are informal meetings between the consultant and Steering Committee held to:

- Provide updates on project status and progress
- Gather input of a technical or specific nature
- Make key project decisions
- Distribute information, graphics and concepts and receive input from the Committee

Focus Groups

The Project Team will coordinate with the City to convene two focus groups representing the primary local stakeholder constituencies. One group will represent facility users and will include representatives of the Bicycle and Pedestrian Advisory Board, Transit Advisory Board, and others as appropriate. The second focus group will represent the design and development community. It is anticipated that the second group would be made up of local engineers, landscape architects, developers (or organizations like WABA), and potentially members of the MAPC Subdivision Committee and WAMPO Technical Advisory Committee.

The focus groups will serve a critical role for their area of interest by providing information, making recommendations, reviewing work, and serving as a sounding board to ensure the content and messages will resonate with the community.

PEC's trained facilitator will facilitate the focus group meetings primarily using the Technology of Participation (ToP®) developed by the Institute of Cultural Affairs. ToP® is a set of facilitation methods centered on five foundational values:

- Inclusive Participation
- Teamwork and Collaboration
- Individual and Group Creativity
- Action and Ownership
- Reflection and Learning



Public Coordination

This project is primarily intended to implement the Wichita Bicycle and Pedestrian Master Plans, which included fairly substantial community engagement components. So, much of the public coordination has been covered by the previous and ongoing efforts of those initiatives. However, there is still a need to exchange information with the broader community.

We will work with the City to publicize the project website and the communication tools it offers. This will be the main way of disseminating project information to the public and allowing a means of communicating with the project team.

We propose using District Advisory Board (DAB) meetings as the primary public engagement forum. We suggest presentations to each DAB at two points during the project. The first would be early in the process and would focus on informing of the project's purpose, describing its components, providing contact information and asking for initial feedback. The second DAB presentation would take place after the development of the draft work products. The recommended policies, guides and future implementation items would be reviewed and input would be solicited.

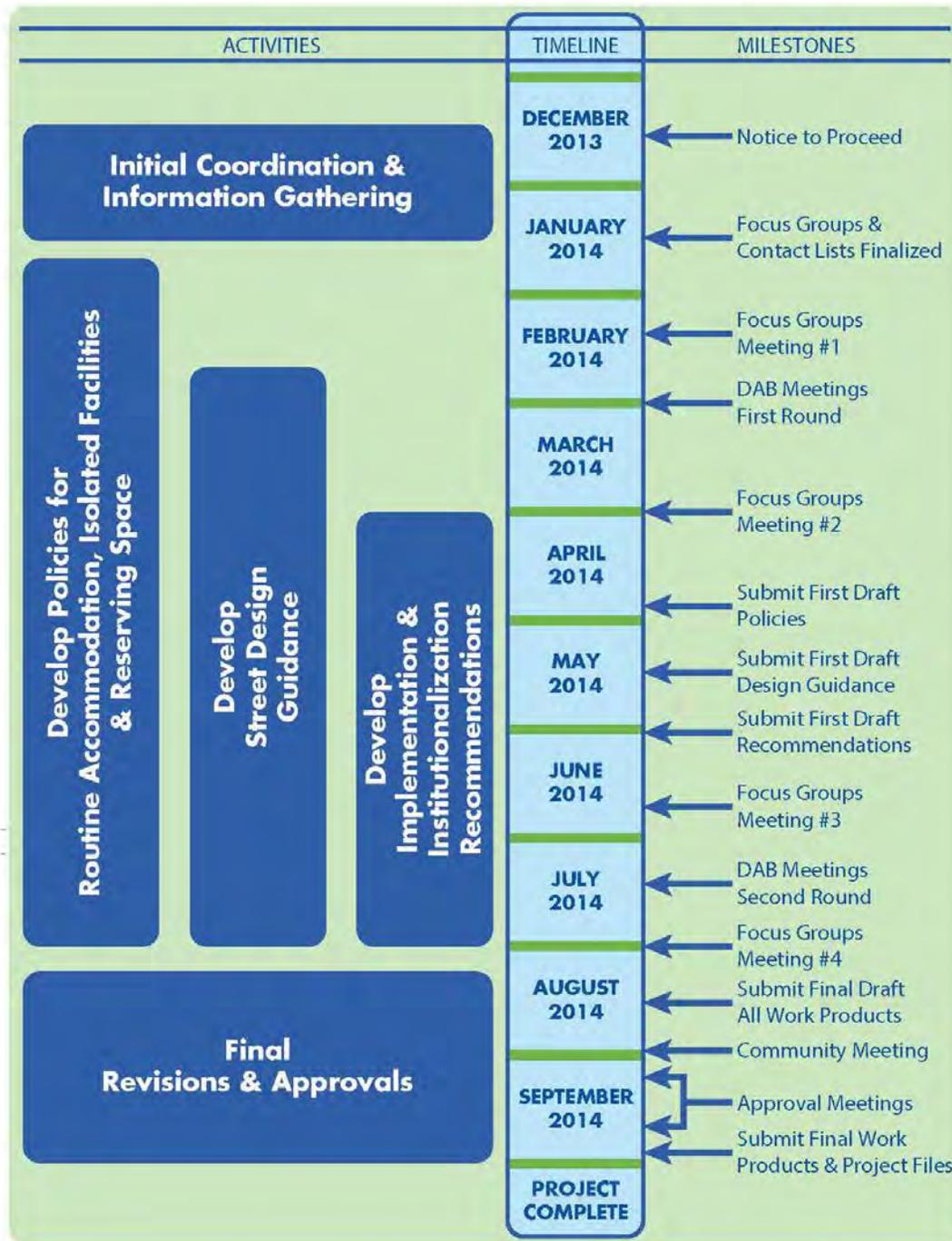
Public coordination will culminate with an overall community forum to present the final deliverable work products. The meeting will be publicized using the typical means of notification with targeted announcements being sent to specific community and user groups most interested in the project outcomes. Audience response keypad polling will be used to determine attendees' level of agreement with the final policies, design guidance and implementation recommendations.





CHAPTER 4
Project Timeline





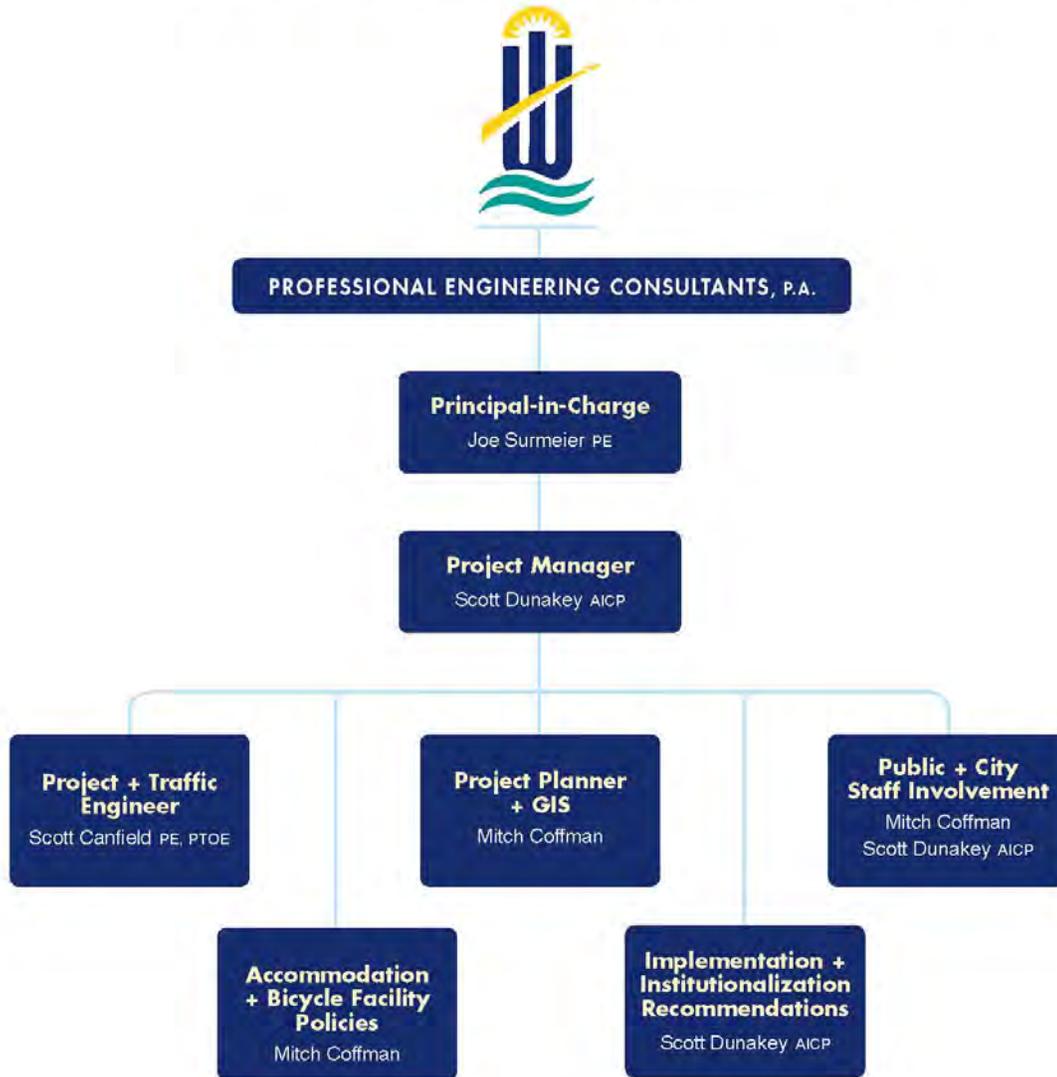


CHAPTER 5
Project Staffing
and Costs



Project Staffing

PEC has assigned staff to the project according to the Organizational Chart below.



Project Costs

Estimated project costs are shown fees below organized by work task/activities. As shown, fees are assumed to be on a lump sum basis.

POLICY DEVELOPMENT

Routine Accommodations	
Isolated Bicycle Facility Segments	
Reserving Future Bicycle Facility Space	
TASK SUBTOTAL	\$38,000

STREET DESIGN GUIDANCE

Integration of Transportation Modes	
Design Illustrations/Cross-Sections	
TASK SUBTOTAL	\$67,000

RECOMMENDATIONS

Subdivision Regulation Updates	
Institutionalization and Implementation	
TASK SUBTOTAL	\$24,000

PUBLIC AND CITY STAFF INVOLVEMENT

Project Management Coordination	
Communications and Website Content	
Focus Group/Public Involvement	
TASK SUBTOTAL	\$58,000

TOTAL ESTIMATED LUMP SUM FEE \$187,000





CHAPTER 6
Project Staff





JOSEPH P. SURMEIER PE

Principal-in-Charge

Kansas State University, Bachelor of Science, Civil Engineering, 1991

Colby Community College, Associate of Science, Mathematics and Science, 1989

Professional Engineer - State of Kansas

American Society of Civil Engineers

National Society of Professional Engineers

For Professional Engineering Consultants: Mr. Surmeier is a principal in the Transportation Division of the Civil Engineering Department. He is responsible for design plan development, and project management geometric alignments for road, bridge, and airport projects. His design and plan development duties include, signals, pavement marking, signing, and traffic control. His project management experience includes cost estimating, specification development, staff assignments, public and private meeting, bid document preparation, and administration.

Mr. Surmeier's project experience includes:

- Waterman Street, Main to Washington, Wichita, KS
- Washington Street, Lewis to English, Wichita, KS
- William Street, Emporia to Commerce, Wichita, KS
- Topeka Street, Dewey to Waterman, Wichita, KS
- St. Francis, Douglas to William, Wichita, KS
- Greensburg Main Street Street Revitalization and Design, Wichita, KS
- K-15 Improvements, Derby to Mulvane, Sedgwick and Sumner County, KS
- Central Avenue Improvements, Greenwich to 127th Street, Sedgwick County, KS
- Central Avenue Relocation, Webb to Greenwich, Sedgwick County, KS
- Ridge Road Improvements, 29th Street North to K-96, Sedgwick County, KS
- Oliver Road Relocation, 47th to 63rd Street South, Sedgwick County, KS
- 13th Street North Improvements, Wichita City Limits to K-96, Sedgwick County, KS
- Maize Road Reconstruction, 21st Street North to 45th Street North, Wichita, KS
- Greenwich Road Improvements, Kellogg (U.S. 54) to Central Avenue, Wichita, KS
- 63rd Street South Improvements, K-15 to Buckner Avenue, Sedgwick County, KS
- West Kellogg Freeway Improvements, Ridge Road to 151st Street West, Wichita, KS
- Kellogg (U.S. 54) and Dugan Interchange, Wichita, KS
- Patterson Avenue Improvements Street and Drainage Design, Iola, KS
- U.S. 69 Improvements, Fort Scott, KS
- Central Avenue Improvements, 143rd to 159th Street East, Sedgwick County, KS
- 13th Street North Improvements, K-96 to 159th Street East, Sedgwick County, KS

Prior to joining PEC: Mr. Surmeier prepared plans for street and drainage improvements and airport improvements in his work with another private engineering firm. His inspection experience includes road construction and is combined with lab and field testing expertise for concrete, soils, and asphalt.

More than 22 years design experience.





SCOTT A. DUNAKEY AICP

Project Manager / Public + City Staff Involvement
Implementation + Institutionalization Recommendations

Missouri State University, Bachelor of Science, Community and Regional Planning, 2001
University of Central Arkansas, Master of Science, Community and Economic Development, 2008

International Economic Development Council, Basic Eco Devo Course, 2004

Institute of Cultural Affairs, Certificate, Technology of Participation, 2009

Colorado State University/ACEC, Certificate, Green Infrastructure and Sustainability, 2011

Certified Planner, American Institute of Certified Planners, Certification No. 022482

Member, American Planning Association, National and Kansas Chapter

Member, Institute of Transportation Engineers

Professional Profile: Mr. Dunakey has a diverse background in the planning disciplines. He strongly believes that high-quality collaboration is essential to gaining a thorough understanding of each project, identifying key issues, developing sustainable yet pragmatic solutions and crafting viable implementation strategies.

For Professional Engineering Consultants: Mr. Dunakey has served as PEC's Senior Planner since 2008 with responsibility over the firm's planning services including land use planning, transportation planning, economic development, geographic information systems (GIS) services, grant writing, community involvement, and meeting facilitation.

Mr. Dunakey's project management experience with PEC includes:

- 2030 Comprehensive Plan; El Dorado, KS
(2009 Pioneer Award – KS APA)
- Comprehensive Community Plan; Sedgwick, KS
- Joint Plan for Community Collaboration; Kechi, KS and Bel Aire, KS
- Project Downtown: The Master Plan for Wichita; Wichita, KS
(2011 Pinnacle Award – International Downtown Association ; 2011 Pioneer Award – KS APA)
- South Broadway Corridor Plan; WAMPO and Haysville, KS
- Downtown Streetscape Design Guidelines; Wichita, KS
- Wichita Campus Master Plan and Feasibility Study – Koch Industries; Wichita, KS
- Site Reuse Master Plan – Boeing IDS; Wichita, KS

Previous Professional Experience:

Principal Planner, Wichita Area Metropolitan Planning Organization (WAMPO), 2005-2008

- Administered the \$230 million four-year regional transportation program
- Project manager for regional plans including the Railroad Master Plan, winner of the 2007 Award for Innovative Planning from the Assn. of MPOs

Community Development Director, City of Siloam Springs, Arkansas, 2004-2005

- Managed 50+ employees in five divisions with a \$5 million annual budget
- Oversaw long-range planning and economic development for a community of 15,000

Planning Project Manager, City of Corpus Christi, Texas, 2001-2004

- Managed comprehensive planning projects for a community of over 300,000

More than 12 years planning and community development experience.





SCOTT A. CANFIELD PE, PTOE
Project + Traffic Engineer

University of Kansas, Bachelor of Science, Civil Engineering, 1990

Professional Engineer - States of Kansas and Missouri
Professional Traffic Operations Engineer

Institute of Transportation Engineers
American Public Works Association
Kansas Association of Uniform Traffic Control

AASHTO Training Course on the Development of Bicycle Facilities, 2013

For Professional Engineering Consultants: Mr. Canfield is a Traffic Engineer in the Transportation Division of the Civil Engineering Department. He is responsible for traffic engineering in support of transportation planning and design projects. Mr. Canfield provides engineering support to numerous urban street projects with bike and pedestrian facilities. His responsibilities include sign plans, pavement markings, analysis of interCHAPTER capacity, traffic counts, peak-hour turning movement counts, crash and safety analysis, traffic impact studies and operational analysis.

Mr. Canfield's project experience includes:

- West Kellogg Avenue Improvements, 111th Street West to 151st Street West; Wichita, KS
- I-70 Rehabilitation; Thomas County, KS
- K-96 and Greenwich Interchange Improvements; Wichita, KS
- South Broadway Corridor Plan; Haysville, KS
- US-69 Highway Bypass Improvements; Pittsburg, KS
- Kansas Department of Transportation 4 Street/Highway Lighting Projects; Johnson and Wyandotte Counties, KS
- US-24 and Ferguson Road Improvements; Perry, KS
- US-40 and K-10 Interchange Improvements; Lawrence, KS
- US-36 Signing Replacement; Norton, Phillips and Smith Counties, KS
- US-81/K-53 Corridor Plan; Sedgwick County, KS
- MacArthur and Oliver Traffic Study; Wichita, KS
- Broadway and 20th Street Traffic Study; Pittsburg, KS
- Memorial and 61st Street Improvements; Tulsa, OK

Prior to joining PEC: Mr. Canfield worked as a Traffic Engineer for a consulting engineering firm in the Kansas City area and for the City of Wichita. His past duties have included conducting and managing various traffic impact studies and roadway safety audits; and designing and reviewing geometric roadway/intersection/traffic calming and roadway lighting improvement projects.

More than 23 years design experience.





MITCHELL A. COFFMAN

Project Planner + GIS / Public + City Staff Involvement
Accommodation + Bicycle Facility Policies

University of Wisconsin, River Falls, Bachelor of Science, Land Use Planning, 2005
Wichita State University, Mini Masters of Public Administration (MPA), 2011
AASHTO Guide for the Development of Bicycle Facilities
Wichita Pedestrian Facility Design Workshop

Member, American Planning Association, National and Kansas Chapter
Member, Institute of Transportation Engineers

Professional Profile: Mr. Coffman is a proven project manager with a track record of responsibility and success. He possesses superb professionalism with a strong foundation in regional, urban, and community planning. He is considered to be a results-oriented and effective leader with demonstrated ability to coordinate with stakeholders and build consensus around common themes.

For Professional Engineering Consultants: Mr. Coffman recently joined PEC as a Lead Planner. His responsibilities include project management and support for a variety of planning projects including transportation planning, land use planning, geographic information systems (GIS) services, community involvement, meeting facilitation, and grant writing.

Mr. Coffman's experience with PEC includes:

- US-81/K-53 Casino Area Transportation Plan (KDOT); Sumner County, KS
- Pedestrian and Bicycle Facilities Master Plan; Valley Center, KS
- US-54 Expansion (KDOT); Seward County, KS
- Water Demand and Supply Assessment Study; Wichita, KS
- US-69 Corridor Environmental Assessment (KDOT); Crawford County, KS
- US-281 Pedestrian Safety Study; Medicine Lodge, KS

Prior to joining PEC: Mr. Coffman worked for the Wichita Area Metropolitan Planning Organization (WAMPO). His prior experience includes:

- WAMPO Metropolitan Transportation Plan and Regional Travel Demand Model Update (Project Manager)
- WAMPO Regional Congestion Management Process (Project Manager)
- Developed and implemented public and stakeholder involvement programs
- Facilitated committee, stakeholder and public meetings

More than 8 years of experience in planning and community development.





CHAPTER 7
Firm Profile





Professional Engineering Consultants, P.A. (PEC) is a nationally recognized design firm with multi-discipline capabilities and a midwestern work ethic. PEC was established in 1965 with the merger three firms specializing in mechanical, structural and electrical engineering.

Today, PEC is a full service firm with Professional Engineers licensed in 50 states. Our multi-discipline staff of over 255 employees includes Surveyors, Landscape Architects, Certified Planners and 20+ LEED Accredited Professionals. PEC is ranked among the top 500 design firms nationwide by *Engineering News Record* Magazine.



PEC MISSION + VISION

PEC's people are dedicated to finding solutions for tough problems. We like fixing things. Making things work better, more efficiently, more effectively, less expensively, more productively. We want to make the traffic flow smoothly. Deliver plentiful and pure water. Help communities grow. We want to design a more productive factory. A more functional airport. **And we want to do it all responsibly.**



What do we value at PEC? Creative, workable designs that fulfill our clients' needs. We think it's important to preserve natural resources and protect the environment. And we think it should all be done without much fuss. **We value economy.** We believe that once you've been treated honestly and your project is completed successfully, you'll become more than just a PEC client. We'll have a relationship. **We value that most of all.**

PEC PLANNING SERVICES + SPECIALTIES

PEC offers a full range of planning related services. This is a natural outgrowth of the engineering services we have always provided. Our planning staff is augmented with more than 200 experts in fields ranging from Landscape Architecture to Geographic Information Systems to the traditional engineering disciplines. Working with you we can plan manage and design projects of any size and scope.

- Comprehensive Plans
- Corridor Plans
- Pedestrian/Bicycle Plans
- Downtown Plans
- Sustainability Planning
- Economic Development
- Geographic Information Systems
- Development Codes
- Wayfinding Systems
- Public Involvement
- Surveys and Polling
- Strategic Planning





CHAPTER 8
Relevant
Experience



Downtown Streetscape Design Guidelines WICHITA, KANSAS

The City of Wichita envisioned the Downtown Wichita Streetscape Design Guidelines as a means of implementing a number of previous recommendations and integrating the “complete streets” concept into the Downtown street network. PEC was awarded the project based on a history of professional experience with similar projects.



PEC developed an innovative Implementation Model that integrates context-based design into Downtown Wichita’s street environment. The Model uses a series of inputs to determine the basic street design configuration, the types and quantities of street amenities (e.g. benches, street lights and plantings), and the character of the amenity designs (e.g. styles, colors and plant selections). PEC led a highly collaborative stakeholder involvement process.

Historically, Downtown Wichita streetscape design has been piecemeal. The final Downtown Streetscape Design Guidelines developed by PEC provide a cohesive set of principles. These unique guidelines will improve street design well into the future, helping improve the quality of place and the visitor experience in Downtown Wichita. Simple, pragmatic and implementable solutions, like those developed for this project, are core to the planning processes developed by PEC’s planning department.

Pedestrian and Bicycle Facility Master Plan VALLEY CENTER, KANSAS

The purpose of the Pedestrian and Bicycle Facilities Master Plan is to provide a blueprint for a community wide network of facilities for walking and cycling. The Master Plan establishes a prioritized list of improvements along with an implementation toolbox that suggests a variety of facility types, funding mechanisms and policies for developing the system. The recommended system is focused on connecting destinations with routes that will serve the needs of every local resident. Safe Routes to School are also integrated into the plan to enhance the safety of children traveling to and from school.

The planning process organized the City to set a cohesive vision and move forward with project implementation. The plan’s implementation strategies have allowed the City to compete on a regional level for federal transportation funds. Since the plan’s adoption in early 2013, Valley Center has been awarded over \$500,000 in federal funds for bicycle/ pedestrian project construction. Additionally, volunteer organizations and local business have also been organized to help fund, build, and maintain new walking and biking trails.



South Broadway Corridor Plan HAYSVILLE, KANSAS



South Broadway is a regional commuter corridor through Haysville, Kansas. It is a portion of U.S. Highway 81 (US-81), which is a continuous route between Texas and North Dakota. Strong community growth and the opening of the Kansas Star Casino south of Haysville were expected to increase traffic volumes and create additional development pressure in the corridor. This anticipated growth generated the need for a detailed study and a plan for enhancing transportation and preserving the long-term viability of the corridor.



PEC was selected to examine traffic congestion, access management, pedestrian accommodations, land development patterns and development quality. Also, the study area includes portions of Haysville and Sedgwick County. The facility is owned and operated by the Kansas Department. Additionally, the entire corridor is within WAMPO's planning area. So, community engagement and stakeholder coordination were major challenges to overcome.

The South Broadway Corridor Plan was approved with the consensus of the stakeholders, corridor property owners and local residents. The plan provides recommendations for traffic congestion, travel safety, mobility, public amenities, future land uses and site design along with a detailed implementation plan. Project implementation was able to begin prior to the plan's formal approval. This quick success is only possible through extensive coordination and the thorough understanding of the relationship between transportation, land use and economic development that PEC brings to each planning process.

St. Francis Avenue Streetscape Design WICHITA, KANSAS

St. Francis Street is a critical north-south transportation link in downtown Wichita. The segment from Douglas Avenue to Second Street provides a vital connection between Old Town and Intrust Bank Arena. However, it was the last remaining portion of St. Francis in downtown that was still configured for one-way traffic. Over the years, the condition of street and sidewalk pavement had deteriorated. There were no benches or trees and the dated street lights were rusty.

The City of Wichita selected PEC to design improvements that would set the stage for corridor revitalization. St. Francis was the first street designed according to the new Downtown Wichita Streetscape Design Guidelines, which PEC developed, and one of the first public projects constructed after adoption of Project Downtown: The Master Plan for Wichita.

Construction was completed in June 2012 and the street was permanently opened to traffic. The enhanced streetscape provided a safe, attractive walking environment complete with ample seating and bicycle parking. The project sparked new interest in development along St. Francis almost immediately. According to Wichita Downtown Development Corporation, nearly \$7 million has been invested in private development along the two block corridor since improvements were made.



Wichita and Sedgwick County Street and Trail Design Projects

- West Kellogg Freeway, Ridge to Maize Road – 2 miles of urban freeway including 7 bridges; Wichita, KS
- Hydraulic Avenue over Big Slough; Wichita, KS
- KTA at Big Slough; Wichita, KS
- 37th Street North over Big Slough; Wichita, KS
- 29th and Oliver Bridge Replacement; Wichita, KS
- Northwest Water Transmission Line and Pedestrian Bridge over the Arkansas River; Wichita, KS
- Southeast Boulevard Bridge Rehabilitation at Drainage Canal; Wichita, KS
- I-235, Meridian to Broadway – 2.0 mile Interstate with New Bridges; Wichita, KS
- K-96 Northeast Circumferential and Bypass Bridge Structures – including pavement, drainage, guard rail, signing and bridge design; Wichita, KS
- Zoo Boulevard Bridge over the Wichita-Valley Center Floodway – 6-lane arterial street Reconstruction, auxiliary lanes, two railroad at-grade crossings, interchange with I-235, bridge over Wichita-Valley Center floodway, signage, bike path, landscaping, crosswalks, signalization and ornamental fencing; Wichita, KS
- Douglas Avenue and Lewis Street Bridges – Bridge replacements over the Arkansas River. Bridges carry 5-lanes of traffic with a walkway on each side; Wichita, KS
- Murdock Bridge over the Little Arkansas River – rehabilitation of historic bridge including prestressed beam replacement and overlay, sidewalk area and stone wall additions; Wichita, KS
- Gypsum Creek Bridge Improvements on East Harry Street; Wichita, KS
- 9th Street Bridge at Westlink Tributary – Replacement design with a 2-lane, 3-span reinforced concrete bridge; Wichita, KS
- 47th Street Improvements – Street improvements including a 6-lane, 3-span reinforced concrete haunch slab bridge over Big Slough Creek; Wichita, KS
- Kellogg Frontage Road over Calfskin Creek – Design of a 2-lane, 3-span reinforced concrete haunch slab bridge for new frontage road; Wichita, KS
- 63rd Street, Hydraulic to K-15 – 2.0 miles of street reconstruction; Wichita, KS
- West Street, 47th South to I-235, Road Design – 1.7 miles of street reconstruction to provide 4-lanes with curb and gutter, storm sewer, traffic signals, signing and pavement marking; Wichita, KS
- North Ridge Road from 29th Street North to K-96 – 64' roadway and 3-span 33'-43'-33' reinforced concrete haunch slab bridge design; Wichita, KS
- US-400 Kellogg/Dugan Interchange (full urban interchange); Wichita, KS
- Meridian, 71st Street South to 47th Street South – 3.5 mile upgrade of a 2-lane rural CHAPTER to a 4-lane urban CHAPTER with storm sewer, turn lanes, traffic signals, pavement marking and permanent signing; Wichita, KS
- Central Avenue Reconstruction from 143rd to 159th Street East – 1.0 mile of street reconstruction and KTA Bridge; Wichita, KS





CHAPTER 9
References



Professional References

Professional Engineering Consultants, P.A., has a high percentage of repeat clientele. This clientele, which includes local government, state government, federal government, and private industry is a direct reflection of our firm's reputation for integrity and competence.

The following client references will attest to our ability to provide exceptional engineering services. We invite you to contact them for additional information.

► City of Wichita

Gary Janzen PE
City Engineer/Assistant Public Works Director
455 North Main, 7th Floor
Wichita, KS 67202
316-268-4450
gjanzen@wichita.gov

► City of Wichita

Scott Knebel AICP
Downtown Revitalization Manager
455 North Main, 10th Floor
Wichita, KS 67202
316-268-4456
sknebel@wichita.gov

► City of Haysville

Jeanna Morgan
Planning/Community Relations Coordinator
200 West Grand Avenue
Haysville, KS 67060
316-529-5900
jmorgan@haysville-ks.com

► City of Valley Center

Warren Utecht AICP
Community Development Director
121 South Meridian
Valley Center, KS 67147
316-755-7315
communitydevelopment@valleycenterks.org

► Kansas Department of Transportation

Mike Moriarty
700 SW Harrison, 2nd Floor West
Topeka, KS 66603
785-296-8864
mikemor@ksdot.org





CHAPTER 10
Conflicts of
Interest



Potential Conflicts of Interest

with members of the Wichita City Council, City Staff, Sedgwick County Board of County Commissioners OR County Staff:

PEC and our consulting team perceive no conflicts of interest with the above-mentioned groups. Project Manager Scott Dunakey and Project Planner Mitch Coffman are former City employees assigned to the Wichita Area Metropolitan Planning Organization (WAMPO), an organization jointly funded by the City of Wichita and Sedgwick County. Mr. Dunakey left the City of Wichita in August 2008 and Mr. Coffman left in September 2012.





SCIENCE  APPLIED®

303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

Exhibit C

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.

Exhibit D

DELIVERABLES AND INVOICE FEES
(see next page)

SCHEDULE OF FEES BY TASK & DELIVERABLE

WORK TASKS	TASK DELIVERABLES		APPROXIMATE TASK COSTS*	
	Item #	Description	Unit Cost	Fee
Proj. Management & Coordination: Task 1	1	Project management plan and detailed work schedule	NA	\$1,500
	2	Weekly project team meetings, ongoing communications and project status reports	8 months @ \$600	\$4,800
	Task Subtotal			\$6,300
Public & City Staff Involvement: Task 2	1	Website and social media content	8 months @ \$300	\$2,400
	2	Develop contact lists for distribution of project communications	NA	\$200
	3	Project information flyer s/emails and meeting notifications	8 months @ \$200	\$1,600
	4	Technical Advisory Committee meetings and meeting summaries	8 months @ \$700	\$5,600
	5	Other committee and community group meetings with summary reports including, but not limited to: A) Bicycle and Pedestrian Advisory Board B) Transit Advisory Board C) MAPC Subdivision Committee D) Development Focus Group (local residential and commercial development representatives)	16 meetings @ \$800	\$12,800
	6	District Advisory Board meetings with summary reports (2 rounds)	12 meetings @ \$500	\$6,000
	7	Communitywide Engagement Forum with summary report	NA	\$7,500
	8	Street Design and Policy Training Seminar for City staff/design professionals including educational materials and design manuals	NA	\$10,900
	9	Approval process meetings and presentation materials	4 meetings @ \$1,100	\$4,400
Task Subtotal			\$51,400	
Policy Development: Task 3	1	Report on National Best Policy Practices A) Gather and review example policies from U.S. communities B) Identify current policy trends, common elements and national best policy practices C) Gather, review and assess applicable City plans, policies, procedures, etc. D) Prepare, submit and present report	NA	\$12,750
	2	Routine Accommodation, Isolated Bicycle Facility Segments, Reserving Space for Future Bicycle Facilities A) Develop and present policy recommendations B) Prepare, submit and present draft policies C) Prepare, submit and present final policies	NA	\$23,500
	Task Subtotal			\$36,250
Street Design Guidance: Task 4	1	Street Design Guidance Discovery Report A) Gather and review applicable City plans, policies, procedures, design standards and specifications, regulations, etc. B) Gather and review national design guidelines and standards C) Identify strengths and opportunities of current City street design practices D) Prepare, submit and present report	NA	\$14,500
	2	Design Guidance for Bicycle, Pedestrian and Transit Facilities in Public Street Rights-of-Way A) Develop and present recommended design guidance including graphic illustrations B) Prepare, submit and present draft Design Guidance documents C) Prepare, submit and present final Design Guidance documents	NA	\$36,300
	3	Interactive Street Cross Section Selection Tool in PDF and HTML file formats	NA	\$2,000
Task Subtotal			\$52,800	
Recommendations: Task 5	1	Recommendations for institutionalizing and implementing Project Policies and Design Guidance A) Gather and review applicable City codes, regulations and procedures B) Identify and analyze options and opportunities C) Prepare, submit and present draft recommendations D) Prepare, submit and present final recommendations	NA	\$16,750
	Task Subtotal			\$16,750
Deliverable Work Products: Task 6	1	Project document and graphic templates: A) Project branding and graphic identification elements B) Formats and layouts for notifications, flyers, presentations, memos, documents, reports, etc. C) Standards for electronic communications such as email blasts, website and social media	NA	\$5,500
	2	PDF format electronic files of final policies, documents, reports, etc. in print resolution and web quality versions A) Separate files will be provided for each individual final work product B) Final work products will be compiled into a comprehensive design manual upon request	NA	\$17,000
	3	Provide other final work products including: A) Source files for all deliverable reports and graphics in native file formats B) Original project data files (spreadsheets, GIS, etc.) developed during project work activities	NA	\$1,000
Task Subtotal			\$23,500	
Project Totals	20 Deliverables		Total Fee	\$ 187,000

* Fees estimated by deliverable on a lump sum basis inclusive of all activities, materials, deliverables, expenses and overhead.

Second Reading Ordinances for February 11, 2014 (first read on February 4, 2014)

A. Public Hearing and Issuance of Industrial Revenue Bonds, The Lux Building, LLC (District VI)

ORDINANCE NO. 49-661

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES I, 2014 (LUX BUILDING, LLC) (TAXABLE UNDER FEDERAL LAW) AND SUBORDINATED INDUSTRIAL REVENUE BONDS, SERIES II, 2014 (LUX BUILDING, LLC) (TAXABLE UNDER FEDERAL LAW) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,450,000 FOR THE PURPOSE OF CONSTRUCTING AND ACQUIRING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

B. Public Hearing and Approval of a Façade Improvement Project – 623 West Douglas. (District IV)

ORDINANCE NO. 49-662

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 14-019 OF THE CITY (623 WEST DOUGLAS FACADE IMPROVEMENT DISTRICT).

C. Removal of Sidewalk Repair Special Property Tax Assessment 258 North Market.

ORDINANCE NO. 49-663

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF SIDEWALKS IN THE CITY OF WICHITA, KANSAS, CONTAINED AN ERROR IN SECTION 1. SECTION 1 SHOULD HAVE READ AS FOLLOWS.

D. Improvements to the Old Lawrence Road Bridge. (District VI)

ORDINANCE NO. 49-664

AN ORDINANCE AMENDING ORDINANCE NO. 49-563 DECLARING THE OLD LAWRENCE ROAD BRIDGE NORTH OF 1-235 AND K-96 FREEWAY (472-85116) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00038 and CON2013-00036 – Zone change request from LI Limited Industrial and LC Limited Commercial, subject to the DO Delano Neighborhood Overlay District, to CBD Central Business District, subject to the DO Delano Neighborhood Overlay District, and a Conditional Use to permit a “nightclub in the city” on property generally located north of West Douglas Avenue, east of North Handley Street, south of West Pearl Street and west of North Osage Street, addressed variously as 826, 822 and 818 West Douglas Avenue; 115 and 149 North Osage Street and 120 North Handley Street (District VI)

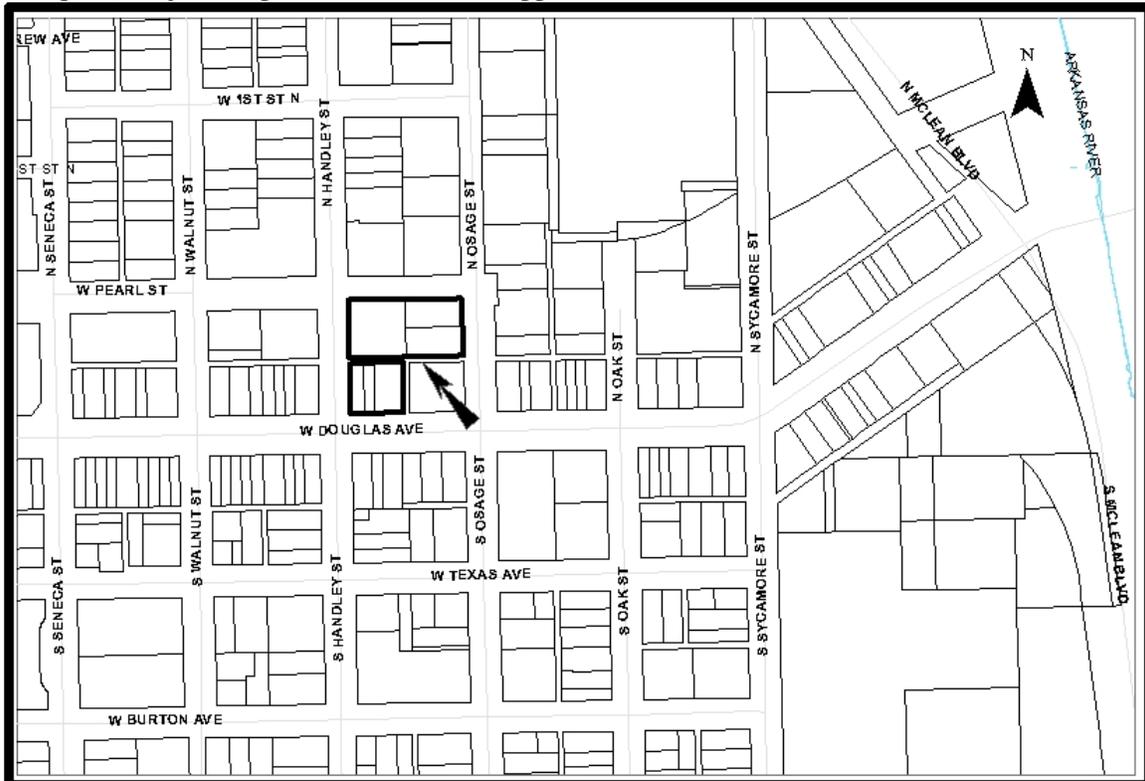
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request subject to staff recommendations (11-0-1) on January 9, 2014.

DAB Recommendation: District Advisory Board VI unanimously recommended approval of the request (5-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request, subject to specific conditions of approval.



Background: The applicant is seeking to rezone to the CBD Central Business District (CBD) 1.38 platted acres that are currently zoned LI Limited Industrial (LI) (115, 117 and 149 North Osage and 120 North Handley) and LC Limited Commercial (LC) (818, 822, 822-1/2 and 826 West Douglas), subject to the D-O Delano Neighborhood Overlay District (D-O). The applicant is also seeking Conditional Use approval for a “nightclub in the city” on the same properties included in the rezoning request.

The application area is located northeast of the intersection of West Douglas Avenue and North Handley Street and covers three-fourths of the block on which it is located. The property is developed with two sets of commercial buildings and a parking lot. The first set of commercial buildings front West Douglas Avenue, just east of North Handley Street, and are zoned LC. The buildings fronting West Douglas Avenue are separated from the rest of the application area by an east-west alley that runs from North Osage Street to North Handley Street. Another alley runs north-south to the previously noted east-west alley along the eastern property line of the application area that fronts West Douglas Avenue. A second set of commercial buildings, zoned LI, are located in the northeast-quarter of the block; these building front North Osage Street. Located west of the previously mentioned buildings, on the northwest corner of the application area, is a parking lot that is zoned LI, fronts North Handley Street and provides off-street parking for the two sets of commercial buildings contained in the application area.

The applicant operates a business named “All Things Barbecue” from the commercial buildings that front West Douglas Avenue. All Things Barbecue is an establishment that offers for sale items used in competition barbecuing. The applicant has identified an approximately 34-foot by 66-foot outdoor area (2,244 square feet) that fronts Douglas Avenue, just west of the north-south alley, that is currently zoned LC that is proposed to be used to store and display outdoors barbecue grills and to hold promotional activities for goods offered for sale. The LC zoning district has significant limits on the outdoor display and outdoor storage of merchandise available for sale within an LC zoned building.

In part, Article III, Section III-B.14.e of the Wichita-Sedgwick County Unified Zoning Code (UZC) reads as follows: the outdoor display of merchandise that is for sale within a building may be displayed in areas immediately contiguous to and within ten feet of the building, subject to certain standards: (a) no portion of the display area shall be on publicly owned property without a minor street permit; (b) no required off-street parking space or loading space shall be utilized for display; (c) no food or drink shall be displayed outside the building except in accordance with standards and prior written approval of Environmental Services; (d) the outdoor display of motor vehicles, rental trailers, rental equipment, used furniture, used appliances, used plumbing, used house wares, used building materials or similar items, except as may be otherwise authorized by this Code.

Article III, Section III-B.14.e(3) of the UZC deals with outdoor storage and reads in part, storage of merchandise available for sale shall be allowed outside of an enclosed building in the LC district only as an accessory use and only in compliance with the following standards: (a) the area used for outdoor storage shall be enclosed by a fence or screening wall not less than six feet in height nor less than the height of the merchandise to be screened and (b) the enclosure around the storage area shall be attached to the main building, and the area within such enclosure shall not exceed 10 percent of the floor area occupied by the principal uses within the building. The area within the enclosure shall comply with the same building setbacks as are required for the main building and shall be used in the area calculation used to determine parking requirements.

The CBD zoning district does not have the display and storage restrictions described above. The applicant’s proposal to use the 34- by 66-foot area described above for outdoor activities exceeds the LC district limitations described above; therefore, the applicant is requesting CBD zoning.

The application area is located within the D-O Delano Neighborhood Overlay District (D-O); however, the uses proposed by the applicant are not regulated by the D-O district except that building demolition, construction or alterations (as well as certain other appurtenances) require review for compliance with the Delano Neighborhood Design Guidelines and approval by the Delano Neighborhood Design Review Committee. The requested zone change and the proposed improvements that have triggered the application now under consideration have been reviewed and approved (5-0) by the Delano Neighborhood Design Review Committee (December 13, 2013, HPC2013-00104).

Another part of the applicant's business model is to have the service of food, alcohol and/or live entertainment at promotional events held on-site. The service of alcohol with live entertainment within 300 feet of a place of worship, church, school, residential zoning or a public park is categorized by the UZC as a "nightclub in the city" use, requiring Conditional Use approval. B Multi-family Residential zoning is located 295 feet to the northwest and there is a place of worship, the Potter's House, located approximately 260 feet to the east; therefore, the applicant is requesting Conditional Use approval for a "nightclub in the city."

Land located immediately north of the application is unimproved right-of-way. Property north of the unimproved right-of-way is zoned LI and developed with warehouse and office uses. Property located to the east is also zoned LI and developed with warehouse and office uses. Land to the south is zoned LI, General Commercial (GC) and LC, and is developed with a bank, office and retail sales uses. Land to the west is zoned GC and LI and is developed with retail sales, office and warehouse uses. There is CBD zoning located one-half block east of North Osage Street. An MAPD parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting West Douglas Avenue between Sycamore Street and Seneca Street do not provide the current code required number of off-street parking spaces. The planning department analysis estimates that 5,373 off-street spaces are required; an estimated 3,989 have been provided.

On January 6, 2014, District Advisory Board (DAB) VI (5-0) unanimously approved the request, subject to staff recommendations. There were two nearby property owners present who had questions about the specific location of the proposed nightclub. When they heard the applicant's explanation and reviewed the recommended conditions of approval the two citizens indicated they did not object to the application.

On January 9, 2014, the Metropolitan Area Planning Commission (MAPC) unanimously approved (11-0-1) the request, subject to staff recommended conditions of approval:

- (1) The Conditional Use permits a "nightclub in the city" only as an accessory and subordinate use to another non-night club principal use on the platted lots fronting West Douglas Avenue, currently addressed as 818, 822, 822-1/2 and 826 West Douglas Avenue. The parking lot located north of the lots that front Douglas shall be allowed to provide parking for the accessory nightclub in the city. The site shall be developed, operated and maintained in compliance with the approved site plan, and applicable ordinances, codes, regulations and/or licenses, including but not limited to, zoning, building, fire, noise and health.
- (2) No outside loudspeakers are permitted.
- (3) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

There were not any citizens present at the MAPC meeting to address the application. There were not any protests filed during the protest period. The request may be approved by 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 conditional use, subject to the recommended conditions of approval (simple majority vote required); authorize the Mayor to sign the ordinance and resolution and place the ordinance on first reading.

Attachments: Elevation rendering, site plan, elevation plan, MAPC minutes, ordinance and resolution.

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. ZON2013-00038 (associated with CON2013-00036)

Zone change request from LI Limited Industrial and LC Limited Commercial, subject to the DO Delano Neighborhood Overlay District, to CBD Central Business District, subject to the DO Delano Neighborhood Overlay District, on property containing approximately 1.38 acres generally located north of West Douglas Avenue, east of North Handley Street, south of West Pearl Street and west of North Osage Street, addressed variously as 826, 822 and 818 West Douglas Avenue; 115 and 149 North Osage Street and 120 North Handley Street, and described as:

Lots 31, 33, 35, 37 and 39 on Osage Avenue together with the East half of vacated alley adjoining said lots on the West together with the South 20 feet of vacated Pearl St adjoining said Lot 39 on the North; AND lots 32, 34, 36, 38 and 40 on Wichita Street now Handley Avenue, together with the West half of vacated alley adjoining said Lots on the East, together with the South 20 feet of vacated Pearl Street adjoining lot 40 on the North; AND Lots 41, 43, 45, 47 and 49 Chicago Avenue now Douglas Avenue, together with a 10 foot strip of vacated land adjoining lot 41 on the West, all in West Wichita Addition to the City of Wichita, Sedgwick County, Kansas.

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

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

ADOPTED this 25th day of February, 2014.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

RESOLUTION No. 14-051

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NIGHT CLUB ON APPROXIMATELY .859-ACRE ZONED CBD CENTRAL BUSINESS DISTRICT (CBD), GENERALLY LOCATED NORTH OF WEST DOUGLAS AVENUE, EAST OF NORTH HANDLEY STREET AND SOUTH OF WEST PEARL STREET, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a “nightclub in the city,” on approximately 0.859-acre zoned CBD Central Business District (CBD) legally described below:

Case No. CON2013-00036

A Conditional Use to allow a “nightclub in the city,” on approximately 0.859-acre zoned CBD Central Business District (CBD) described as:

Lots 32, 34, 36, 38 and 40 on Wichita Street now Handley Avenue, together with the West half of vacated alley adjoining said Lots on the East, together with the South 20 feet of vacated Pearl Street adjoining lot 40 on the North; AND Lots 41, 43, 45, 47 and 49 Chicago Avenue now Douglas Avenue, together with a 10 foot strip of vacated land adjoining lot 41 on the West, all in West Wichita Addition to the City of Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING CONDITIONS:

- (1) The Conditional Use permits a “nightclub in the city” only as an accessory and subordinate use to another non-night club principal use on the platted lots fronting West Douglas Avenue, currently addressed as 818, 822, 822-1/2 and 826 West Douglas Avenue. The parking lot located north of the lots that front Douglas shall be allowed to provide parking for the accessory nightclub in the city. The site shall be developed, operated and maintained in compliance with the approved site plan, and applicable ordinances, codes, regulations and/or licenses, including but not limited to, zoning, building, fire, noise and health.
- (2) No outside loudspeakers are permitted.
- (3) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the “Official Zoning District Map” on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date
February 11, 2014.

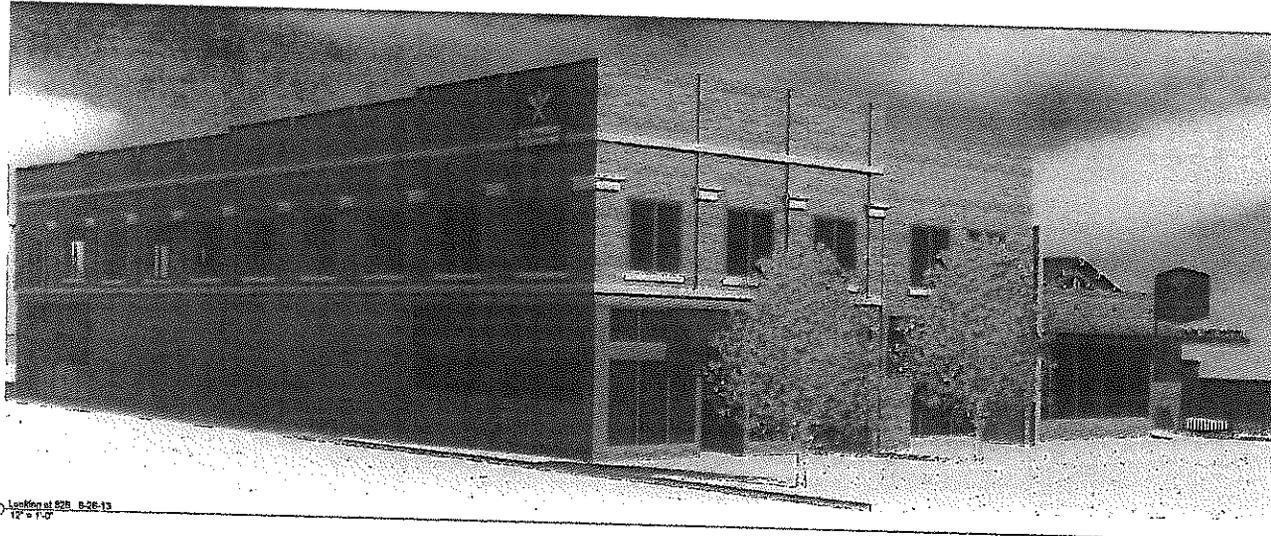
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

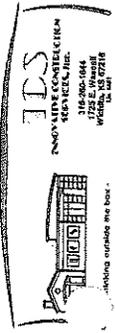
Gary E. Rebenstorf, City Attorney



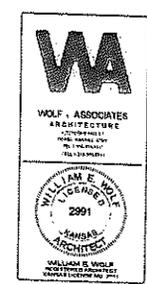
Looking at 828 8-26-13
12" = 1'-0"



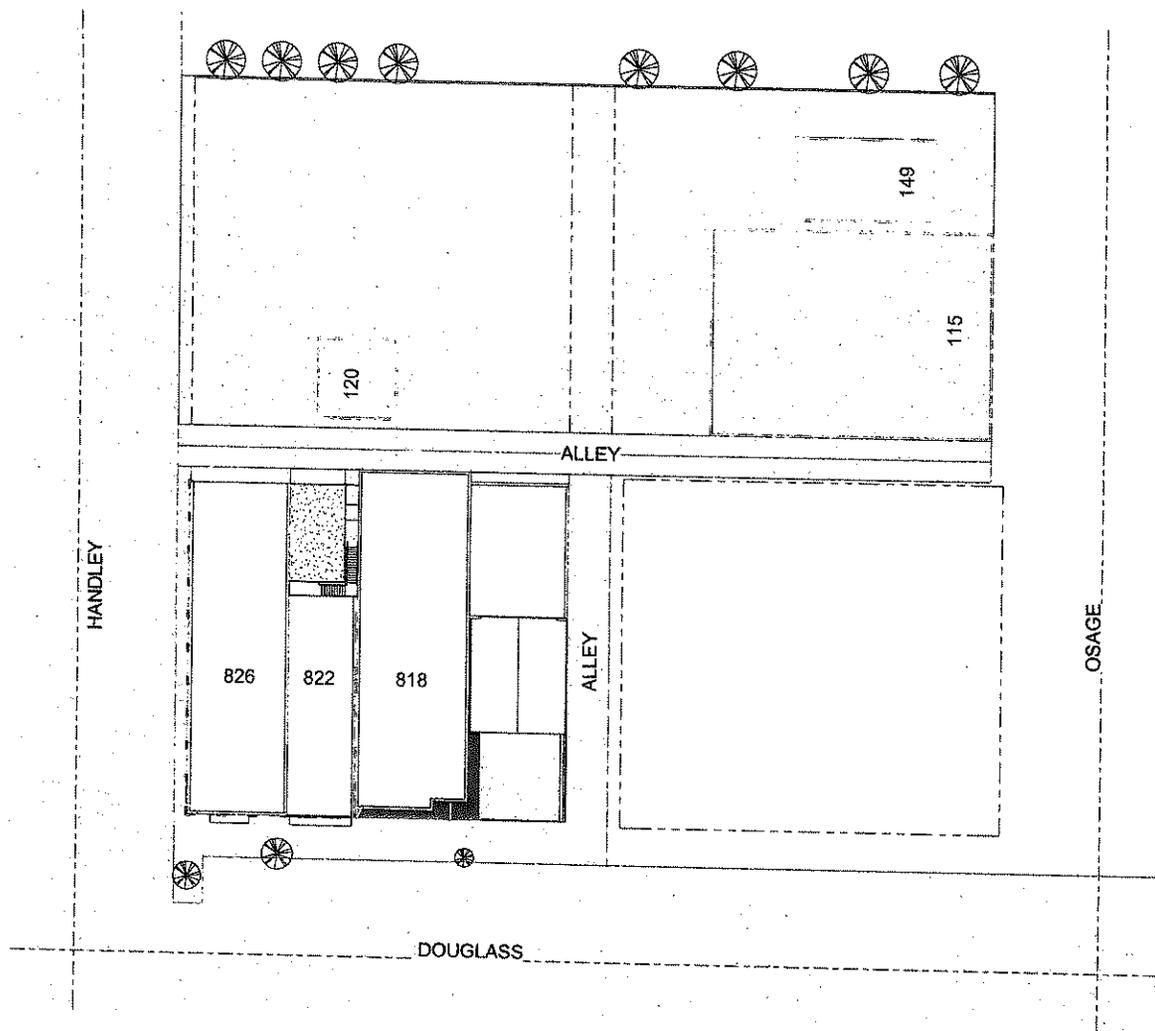
Looking at east door kitchen 8-26-13
12" = 1'-0"



DATE: 8/26/13
 DR. BY: BH
 PROJECT NO.
 13-172
 REVISIONS
 SHEET
 A2.2



ZON 2013-38 & CON 2013-36
 MAPC 1-14



1" = 20'

WA
 WOLF & ASSOCIATES
 ARCHITECTURE
 1000 BROADWAY, SUITE 1000
 NEW YORK, NY 10018
 TEL: 212-693-1000
 FAX: 212-693-1001
 WWW.WOLFARCH.COM

WILLIAM E. WOLF
 LICENSE NO.
 2591
 SEALS
 ARCHITECT

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 ARCHITECTURE
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 WWW.WOLFARCH.COM

DATE: 8/28/13
 DR. BY: BH
 PROJECT NO.
 13-172
 REVISIONS:

SHEET
SA1

IDS
 INDUSTRY PRODUCTION
 SERVICES, INC.
 215-260-1144
 1775 E. MARKET
 SUITE 100
 WILMINGTON, DE 19801

Thinking outside the box.

ALL THINGS BBQ
 810, 826 & 818 W. Douglass
 WILMINGTON, NC 28401

PROPERTY

20N2013-38 & CON 2013-26
 MAPC 1-9-14

**EXCERPT MINUTES OF THE JANUARY 21, 2014 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00038 and CON2013-00036 – Don Cary request a City zone change from LI Limited Industrial and LC Limited Commercial to CBD Central Business District subject to the DO Delano Overlay District and Conditional Use for a nightclub in the City on property described as:

Lots 31, 33, 35, 37 and 39 on Osage Avenue together with the East half of vacated alley adjoining said lots on the West together with the South 20 feet of vacated Pearl St adjoining said Lot 39 on the North; AND lots 32, 34, 36, 38 and 40 on Wichita Street now Handley Avenue, together with the West half of vacated alley adjoining said Lots on the East, together with the South 20 feet of vacated Pearl Street adjoining lot 40 on the North; AND Lots 41, 43, 45, 47 and 49 Chicago Avenue now Douglas Avenue, together with a 10 foot strip of vacated land adjoining lot 41 on the West, all in West Wichita Addition to the City of Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking to rezone to the CBD Central Business District (CBD) 1.38 platted acres that are currently zoned LI Limited Industrial (LI) (115, 117 and 149 North Osage and 120 North Handley) and LC Limited Commercial (LC) (818, 822, 822-1/2 and 826 West Douglas), subject to the D-O Delano Overlay Neighborhood Overlay District (D-O). The applicant is also seeking Conditional Use approval for a “nightclub in the city” on the same properties included in the rezoning request.

The application area is located northeast of the intersection of West Douglas Avenue and North Handley Street and covers three-fourths of the block on which it is located. The property is developed with two sets of commercial buildings and a parking lot. The first set of commercial buildings front West Douglas Avenue, just east of North Handley Street, and are zoned LC. The buildings fronting West Douglas Avenue are separated from the rest of the application area by an east-west alley that runs from North Osage Street to North Handley Street. Another alley runs north-south to the previously noted east-west alley along the eastern property line of the application area that fronts West Douglas Avenue. A second set of commercial buildings, zoned LI, are located in the northeast-quarter of the block; these buildings front North Osage Street. Located west of the previously mentioned buildings, on the northwest corner of the application area, is a parking lot that is zoned LI, fronts North Handley Street and provides off-street parking for the two sets of commercial buildings contained in the application area.

The applicant operates a business named “All Things Barbecue” from the commercial buildings that front West Douglas Avenue. All Things Barbecue is an establishment that offers for sale items used in competition barbecuing. The applicant has identified an approximately 34-foot by 66-foot outdoor area (2,244 square feet) that fronts Douglas Avenue, just west of the north-south alley, that is currently zoned LC that is proposed to be used to store and display outdoors barbecue grills and to hold promotional activities for goods offered for sale. The LC zoning district has significant limits on the outdoor display and outdoor storage of merchandise available for sale within an LC zoned building.

In part, Article III, Section III-B.14.e of the Wichita-Sedgwick County Unified Zoning Code (UZC) reads as follows: the outdoor display of merchandise that is for sale within a building

may be displayed in areas immediately contiguous to and within ten feet of the building, subject to certain standards: (a) no portion of the display area shall be on publicly owned property without a minor street permit; (b) no required off-street parking space or loading space shall be utilized for display; (c) no food or drink shall be displayed outside the building except in accordance with standards and prior written approval of Environmental Services; (d) the outdoor display of motor vehicles, rental trailers, rental equipment, used furniture, used appliances, used plumbing, used housewares, used building materials or similar items, except as may be otherwise authorized by this Code.

Article III, Section III-B.14.e(3) of the UZC deals with outdoor storage and reads in part, storage of merchandise available for sale shall be allowed outside of an enclosed building in the LC district only as an accessory use and only in compliance with the following standards: (a) the area used for outdoor storage shall be enclosed by a fence or screening wall not less than six feet in height nor less than the height of the merchandise to be screened and (b) the enclosure around the storage area shall be attached to the main building, and the area within such enclosure shall not exceed 10 percent of the floor area occupied by the principal uses within the building. The area within the enclosure shall comply with the same building setbacks as are required for the main building and shall be used in the area calculation used to determine parking requirements.

The CBD zoning district does not have the display and storage restrictions described above. The applicant's proposal to use the 34- by 66-foot area described above for outdoor activities exceeds the LC district limitations described above; therefore, the applicant is requesting CBD zoning. The application area is located within the D-O Delano Neighborhood Overlay District (D-O); however, the uses proposed by the applicant are not regulated by the D-O district except that building demolition, construction or alterations (as well as certain other appurtenances) require review for compliance with the Delano Neighborhood Design Guidelines and approval by the Delano Neighborhood Design Review Committee. The requested zone change and the proposed improvements that have triggered the application now under consideration have been reviewed and approved (5-0) by the Delano Neighborhood Design Review Committee (December 13, 2013, HPC2013-00104).

Another part of the applicant's business model is to have the service of food, alcohol and/or live entertainment at promotional events held on-site. The service of alcohol with live entertainment within 300 feet of a place of worship, church, school, residential zoning or a public park is categorized by the UZC as a "nightclub in the city" use, requiring Conditional Use approval. B Multi-family Residential zoning is located 295 feet to the northwest and there is a place of worship, the Potter's House, located approximately 260 feet to the east; therefore, the applicant is requesting Conditional Use approval for a "nightclub in the city."

Land located immediately north of the application is unimproved right-of-way. Property north of the unimproved right-of-way is zoned LI and developed with warehouse and office uses. Property located to the east is also zoned LI and developed with warehouse and office uses. Land to the south is zoned LI, General Commercial (GC) and LC, and is developed with a bank, office and retail sales uses. Land to the west is zoned GC and LI and is developed with retail sales, office and warehouse uses. There is CBD zoning located one-half block east of North Osage Street. An MAPD parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that, most of the businesses fronting West Douglas Avenue, between Sycamore Street and Seneca Street do not provide the current code required number of off-street

parking spaces. The planning department analysis estimates that 5,373 off-street spaces are required; an estimated 3,989 have been provided.

CASE HISTORY: The property is platted as the West Wichita Addition, 1872. There were some vacation actions that added land to the application area along North Handley Street, North Osage Street and along the north property line.

ADJACENT ZONING AND LAND USE:

North: LI; warehouse and office
South: LI, GC and LC; bank, retail and office
East: LI, GC and LC; warehouse and office
West: LI, GC and LC; retail, warehouse and office

PUBLIC SERVICES: The application area is located in one of the older parts of Wichita, and is served by all normally supplied municipal and franchise utilities. West Douglas Avenue has 100 feet of right-of-way; North Handley Street has 80 feet of right-of-way; North Osage Street has 60 feet and the sand and gravel right-of-way located north of application area is 60 feet wide.

CONFORMANCE TO PLANS/POLICIES: The application area was included in the 2001 Delano Neighborhood Revitalization Plan that indicates the property is appropriate for commercial mixed uses. The 2030 Wichita Functional Land Use Guide indicates the property is suited for local commercial serving uses that do not have a significant regional market draw.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared, it is recommended the requested zone change to CBD, subject to the D-O Delano Neighborhood District be approved and the conditional use for a “nightclub in the city” be approved, subject to the following conditions:

- (1) The Conditional Use permits a “nightclub in the city” only as an accessory and subordinate use to another non-night club principal use on the platted lots fronting West Douglas Avenue, currently addressed as 818, 822, 822-1/2 and 826 West Douglas Avenue. The parking lot located north of the lots that front Douglas shall be allowed to provide parking for the accessory nightclub in the city. The site shall be developed, operated and maintained in compliance with the approved site plan, and applicable ordinances, codes, regulations and/or licenses, including but not limited to, zoning, building, fire, noise and health.
- (2) No outside loudspeakers are permitted.
- (3) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties surrounding the application area are zoned LI, GC and LC, and are developed with a variety of uses: warehouse, bank, offices and retail sales. CBD zoning is located one-half block east of North Osage Street. The area has from its beginnings been developed with a mix of retail, office, food and/or

drink establishments. Most of the businesses that front West Douglas in the Delano District do not have the minimum parking required by current zoning code standards.

2. The suitability of the subject property for the uses to which it has been restricted: The property is currently developed with commercial buildings or a parking lot that supports the commercial buildings. The buildings fronting North Osage Street appear to be vacant; the buildings fronting West Douglas Avenue house the All Things Barbecue. The application area is a mix of zoning, including LC, subject to the D-O Neighborhood Overlay District and the LI district. Both the LC and the LI districts permit a wide range of land uses that should make the property economically viable as currently zoned. The LC district permits uses as varied as single-family residential, multi-family residential, office and retail commercial uses not requiring significant outside display or storage uses. The LI district permits an expansive range of industrial, commercial and office uses, but does not permit residential uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The residential, public and civic uses permitted by-right in both the LC and CBD district are nearly identical. "Auditorium or stadium," "correctional facility" (prohibited by the D-O district), "recycling processing center" are permitted in the CBD district but not the LC district. The following uses require conditional use approval in the LC district but are permitted by-right in the CBD district: "animal care, general," kennels, hobby or boarding/breeding," "monument sales," "printing and publishing, general," "recreation and entertainment, outdoor," "vehicle sales outdoor," (requires conditional use approval in the D-O overlay district), "vehicle repair, general" (requires conditional use approval in the D-O overlay district), "warehouse, self-service" (requires conditional use approval in the D-O overlay district) and "manufacturing, limited" (requires conditional use approval in the D-O district). CBD uses not permitted in the LC district are: "microbrewery," "vehicle storage yard," (not permitted by the D-O district), "outdoor storage," (requires conditional use approval per the D-O district), "research services," "manufacturing, general" (requires conditional use approval in the D-O overlay district) "warehousing" (requires conditional use approval in the D-O overlay district) and "warehousing" (requires conditional use approval in the D-O overlay district). The requested zone change will remain subject to the CBD district and should not detrimentally impact nearby property. The recommended conditions of the approval for the conditional use should also minimize anticipated impacts.
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 would provide the applicant the ability to promote his goods and services in an enhanced manner and provide the community with a specialized shopping experience.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The application area was included in the 2001 Delano Neighborhood Revitalization Plan that indicates the property is appropriate for commercial mixed uses. The 2030 Wichita Functional Land Use Guide indicates the property is suited for local commercial serving uses that do not have a significant regional market draw.
6. Impact of the proposed development on community facilities: None identified.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **G. SHERMAN** seconded the motion, and it carried (11-0-1).
FOSTER – Abstained.

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00039 – Zone change request from GO General Office to LC Limited Commercial, generally located east of North Woodlawn and ½ mile south of 29th Street North (2600 N. Woodlawn) (District I).

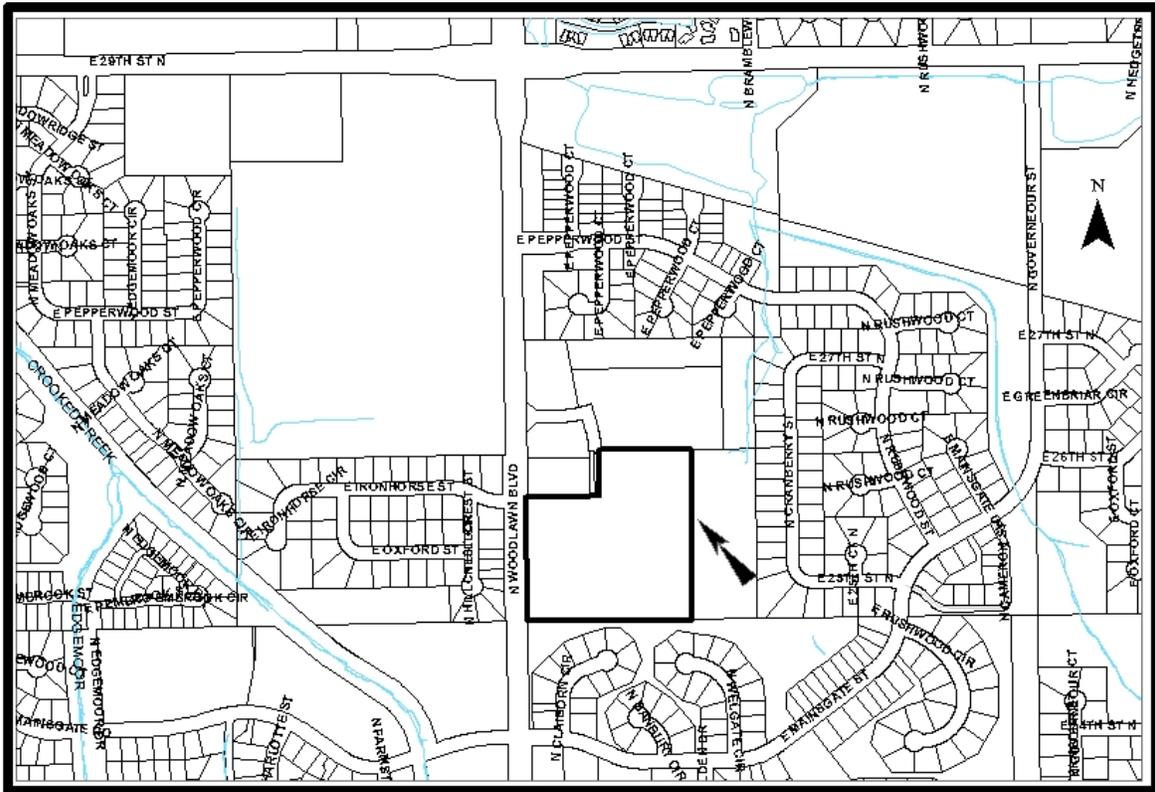
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board I recommended approval of the request (10-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant's GO General Office (GO) zoned site is developed with a medical office and hospital use. The applicant intends to continue medical office and hospital use on the site, but desires increased signage as allowed under LC Limited Commercial (LC) zoning. The applicant submitted a voluntary Protective Overlay (PO) restricting land uses to those permitted in the GO zoning district, but permitting signage in accordance with LC zoning under the Sign Code, see the attached letter from the applicant. The application area received three Sign Code variances and one administrative adjustment between 2001 and 2006 (case numbers BZA2001-21, BZA2006-26, BZA2006-34 and BZA2006-36). Those variances and adjustments allowed: an increase in ground sign size from 32 to 96 square feet, an increase in building sign size from 32 to 130 square feet, an increase in the number of signs for a business from one to two, the internal illumination of building signs, and a decrease in ground sign separation from 150 to 100 feet. The addition of an emergency room to the site prompted the three cases in 2006, as the applicant was concerned with adequate signage during emergency situations.

The Sign Code allows a maximum of 32 square feet for pole or monument signs in GO zoning; it allows .8 square feet per linear foot of arterial street frontage in LC zoning, not to exceed 300 square feet. The application area has approximately 580 linear feet of frontage along Woodlawn, an arterial street. Building signs in GO zoning are limited to 32 square feet; building signs in LC zoning are permitted up to 20 percent of building elevation per building tenant, not to exceed a total of 400 square feet. Code required compatibility setbacks, parking, screening and landscaping is identical under GO and LC zoning. With a change from GO to LC zoning, the site could increase maximum building height from 60 to 80 feet. Because medical use buildings already exist on the site, staff does not anticipate buildings taller than those permitted under GO zoning.

The application area is on the east side of N. Woodlawn with a mixture of surrounding zoning and land uses. North of the site is GO zoned vacant land and a medical office use. Immediately south of the site is an SF-5 Single-family Residential (SF-5) zoned residential neighborhood, 580 feet further south of the site is an LC zoned shopping center. East of the site is an SF-5 zoned residential neighborhood. West of the site, across Woodlawn, is a TF-3 Two-family Residential (TF-3) zoned duplex neighborhood. Northwest of the site, across Woodlawn, is an SF-5 zoned elementary school. Southwest of the site is a large GO zoned office use on the west side of Woodlawn, and a GO zoned retirement community. Further west of the GO office use is an MF-29 Multi-family Residential (MF-29) zoned apartment complex.

Analysis: District Advisory Board (DAB) I heard the rezone request on January 6, 2014, and recommended approval (10-0). No citizens spoke at the DAB hearing on this request.

The Metropolitan Area Planning Commission (MAPC) heard the request on January 9, 2014. No citizens spoke at the MAPC hearing and no protests were filed on this request. The MAPC voted (11-0) to recommend approval of the request subject to Protective Overlay #284:

1. The subject property shall be limited to those uses as permitted by the GO zoning district only.
2. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the south or east building facades facing residential zoning. A pole or monument sign shall not be permitted on the southern 60 feet of the Woodlawn Road frontage.

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 zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments:

- DAB report
- Ordinance
- MAPC minutes

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. ZON2013-00039

Zone change from GO General Office (GO) to LC Limited Commercial (LC) on approximately 12.7 acres described as:

That part of Lot 1, Block 1, Hinkle’s Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the Southwest corner of said Lot 1; thence North, 584.50 feet; thence East, 334.00 feet; thence North, 217.00 feet; thence East, 450.00 feet; thence South, 801.50 feet; thence West, 784.00 feet to a point of beginning.

SUBJECT TO PROTECTIVE OVERLAY #284:

1. The subject property shall be limited to those uses as permitted by the GO zoning district only.
2. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the south or east building facades facing residential zoning. A pole or monument sign shall not be permitted on the southern 60 feet of the Woodlawn frontage.

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

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

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Alana Haynes, Community Liaison
SUBJECT: ZON2013-39: Wesley Medical Center Request for Zoning Expansion
DATE: January 6, 2014

On Monday, January 6, 2014, the District I Advisory Board considered a request for: The applicant's GO General Office (GO) zoned site is developed with a medical office and hospital use. The applicant intends to continue medical office and hospital use on the site, but desires increased signage as allowed under LC Limited Commercial (LC) zoning. The applicant submitted a voluntary Protective Overlay (PO) restricting land uses to those permitted in the GO zoning district, but permitting signage in accordance with LC zoning under the Sign Code, see the attached letter from the applicant.

Bill Longnecker, MAPD, explained that the applicant wanted to expand zoning to increase signage for the medical center due to the addition of the emergency room.

The applicant was present and able to respond to questions the DAB I members asked. The question of concern from DAB Members were if the sign would face the NE direction to traffic, the response was yes.

The DAB I members voted 10-0 to recommend approval of the request.

**EXCERPT MINUTES OF THE JANUARY 21, 2014 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00039 – Galichia Medical Property, LLC c/o Matt Leary (applicant) / Baughman Company, PA, c/o Russ Ewy (agent) request a City zone change from GO General Office to LC Limited Commercial on property described as:

That part of Lot 1, Block 1, Hinkle's Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the Southwest corner of said Lot 1; thence North, 584.50 feet; thence East, 334.00 feet; thence North, 217.00 feet; thence East, 450.00 feet; thence South, 801.50 feet; thence West, 784.00 feet to a point of beginning.

BACKGROUND: The applicant's GO General Office (GO) zoned site is developed with a medical office and hospital use. The applicant intends to continue medical office and hospital use on the site, but desires increased signage as allowed under LC Limited Commercial (LC) zoning. The applicant submitted a voluntary Protective Overlay (PO) restricting land uses to those permitted in the GO zoning district, but permitting signage in accordance with LC zoning under the Sign Code, see the attached letter from the applicant. The application area received three Sign Code variances and one administrative adjustment between 2001 and 2006 (case numbers BZA2001-21, BZA2006-26, BZA2006-34 and BZA2006-36). Those variances and adjustments allowed: an increase in ground sign size from 32 to 96 square feet, an increase in building sign size from 32 to 130 square feet, an increase in the number of signs for a business from one to two, the internal illumination of building signs, and a decrease in ground sign separation from 150 to 100 feet. The addition of an emergency room to the site prompted the three cases in 2006, as the applicant was concerned with adequate signage during emergency situations.

The Sign Code allows a maximum of 32 square feet for pole or monument signs in GO zoning; it allows .8 square feet per linear foot of arterial street frontage in LC zoning, not to exceed 300 square feet. The application area has approximately 580 linear feet of frontage along Woodlawn, an arterial street. Building signs in GO zoning are limited to 32 square feet; building signs in LC zoning are permitted up to 20 percent of building elevation per building tenant, not to exceed a total of 400 square feet. Because the application area is over 6 acres, the Unified Zoning Code (UZY) requires LC zoned developments to submit a Community Unit Plan (CUP) document, or a PO in lieu of a CUP as submitted by the applicant. Code required compatibility setbacks, parking, screening and landscaping is identical under GO and LC zoning. With a change from GO to LC zoning, the site could increase maximum building height from 60 to 80 feet. Because medical use buildings already exist on the site, staff does not anticipate buildings taller than those permitted under GO zoning.

The application area is on the east side of N. Woodlawn with a mixture of surrounding zoning and land uses. North of the site is GO zoned vacant land and a medical office use. Immediately south of the site is an SF-5 Single-family Residential (SF-5) zoned residential neighborhood, 580 feet further south of the site is an LC zoned shopping center. East of the site is an SF-5 zoned residential neighborhood. West of the site, across Woodlawn, is a TF-3 Two-family Residential (TF-3) zoned duplex neighborhood. Northwest of the site, across Woodlawn, is an SF-5 zoned elementary school. Southwest of the site is a large GO zoned office use on the west side of

Woodlawn, and a GO zoned retirement community. Further west of the GO office use is an MF-29 Multi-family Residential (MF-29) zoned apartment complex.

CASE HISTORY: The site was platted as a portion of Lot 1, Block 1 of the Hinkle's Addition in 1972.

ADJACENT ZONING AND LAND USE:

NORTH:	GO	Medical office, vacant
SOUTH:	SF-5, LC	Single-family residences, shopping center
EAST:	SF-5	Single-family residences
WEST:	TF-3, GO	Two-family residences, office development, retirement community

PUBLIC SERVICES: The site has access to Woodlawn, a four-lane arterial with central turn lanes, a 110-foot right of way and a daily traffic volume of 20,597 vehicles per day. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2013 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the site as "major institutional." The major institutional category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.

RECOMMENDATION: The requested LC with PO land use restrictions is consistent with surrounding zoning and uses, a PO should protect residential neighbors to the east and south from incompatible land uses and signage. The requested zone change will permit signage that is larger than signage already permitted on the site through variances and adjustments. However, the requested LC zoning will allow signage consistent with nearby commercial developments. Based upon the information available prior to the public hearings, planning staff recommends that the request for LC zoning be **APPROVED** subject to a Protective Overlay with the following conditions:

1. The subject property shall be limited to those uses as permitted by the GO zoning district only.
2. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the south or east building facades facing residential zoning. A pole or monument sign shall not be permitted on the southern 60 feet of the Woodlawn frontage.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The application area is on the east side of N. Woodlawn with a mixture of surrounding zoning and land uses. North of the site is GO zoned vacant land and a medical office use. Immediately south of the site is an SF-5 zoned residential neighborhood, 580 feet further south of the site is an LC zoned shopping center. East of the site is an SF-5 zoned residential neighborhood. West of the site, across Woodlawn, is a TF-3 zoned duplex neighborhood. Northwest of the site, across Woodlawn, is an SF-5 zoned elementary school. Southwest of the site is a large GO zoned office use on the west side of Woodlawn, and a GO zoned retirement community. Further west of the GO office use is an MF-29 zoned apartment complex.

- (2) **The suitability of the subject property for the uses to which it has been restricted:**
The existing GO zoning allows the existing medical office and hospital development. However, GO sign restrictions on this site may not be adequate considering the traffic volume on this portion of Woodlawn, the facility scale and the building setback from Woodlawn.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Abutting properties to the north are zoned GO, the proposed PO should protect residences south and east of the site.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “2013 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as “major institutional.” The major institutional category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.
- (5) **Impact of the proposed development on community facilities:** The existing Woodlawn Street and public utilities accommodate the current land use.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

MCKAY moved, MITCHELL seconded the motion, and it carried (11-0).

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00041 – Zone change request from LC Limited Commercial to GC General Commercial, generally located south of East Pawnee and one block west of Hydraulic (1561 E. Pawnee) (District III).

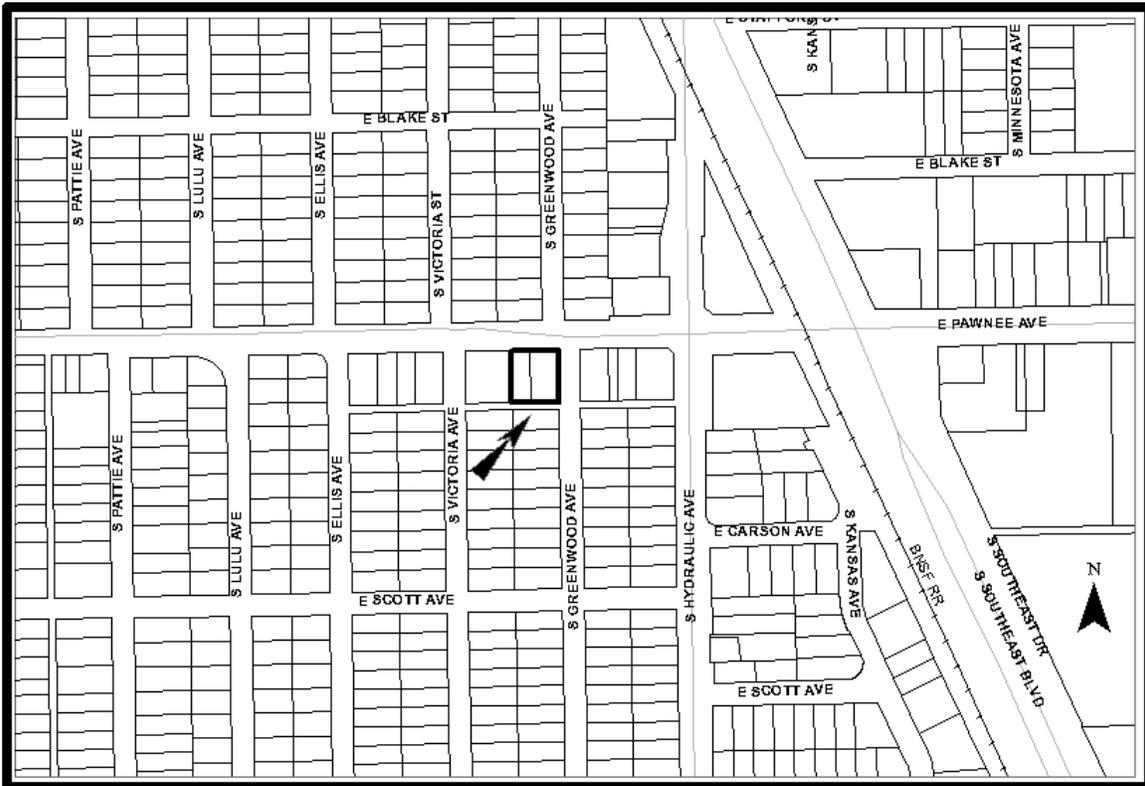
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board III recommended approval of the request (8-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant's LC Limited Commercial (LC) zoned site was developed with two small retail buildings along E. Pawnee. The applicant intends to redevelop the site with one larger building used primarily as a commercial bakery; the bakery would send most baked goods out for distribution but would have a walk-in retail component. The Unified Zoning Code (UZC) first permits manufacturing, general in the GC General Commercial zoning district. The UZC defines "manufacturing, general" to include "bakeries engaged in large-scale production and wholesale distribution." The UZC supplementary use conditions for manufacturing in GC requires that building principal street frontage be used for office space, display, wholesale or retail sales. Other code requirements such as parking, screening and landscaping are identical under LC or GC zoning. The Sign Code would allow more signage under GC than LC zoning. The applicant submitted a proposed site plan (see attached) which appears to meet all UZC requirements.

The application area is at the southwest corner of E. Pawnee and Greenwood. Areas north of the site, across Pawnee, and south of the site, across a platted alley, are TF-3 Two-family Residential (TF-3) zoned residential neighborhoods. Property east and west of the site, along the south side of E. Pawnee, is zoned LC and developed with retail, convenience store, restaurant and vehicle repair uses. The Pawnee/Hydraulic intersection has LC zoning at all four corners developed with retail, auto service and restaurant uses. The nearest GC General Commercial zoning is 850 feet northeast of the site at the northeast corner of Southeast Boulevard and Blake Street; this GC zoned site is developed with a manufacturing use.

Analysis: District Advisory Board (DAB) III heard the rezone request on January 8, 2014, and recommended approval (8-0). No citizens spoke at the DAB hearing on this request.

The Metropolitan Area Planning Commission (MAPC) heard the request on January 9, 2014. No citizens spoke at the MAPC hearing and no protests were filed on this request. The MAPC voted (11-0) to recommend approval of the request subject to Protective Overlay #285:

1. The site shall be limited to those uses permitted in the LC zoning district and Manufacturing, General only.
2. The site shall be developed and maintained in conformance with the approved site plan.
3. Manufacturing, General uses on the site shall conform with the UZC Section III.D.6.n. with office, display, wholesale or retail use along the building's Pawnee Street frontage.
4. The site shall conform with all code requirements to include but not limited to zoning, landscaping, building, fire and health.
5. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the south building facade facing residential zoning.

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 zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments:

- DAB report
- Site plan
- Ordinance
- MAPC minutes

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. ZON2013-00041

Zone change from LC Limited Commercial (LC) to GC General Commercial (GC) on approximately .4 acres described as:

Lots 1 and 3, Block 2, Archie Adams Addition, Wichita, Sedgwick County, Kansas.

SUBJECT TO PROTECTIVE OVERLAY #285:

1. The site shall be limited to those uses permitted in the LC zoning district and Manufacturing, General only.
2. The site shall be developed and maintained in conformance with the approved site plan.
3. Manufacturing, General uses on the site shall conform with the UZC Section III.D.6.n. with office, display, wholesale or retail use along the building's Pawnee Street frontage.
4. The site shall conform with all code requirements to include but not limited to zoning, landscaping, building, fire and health.
5. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the south building facade facing residential zoning.

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

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

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney



**INTEROFFICE
MEMORANDUM**

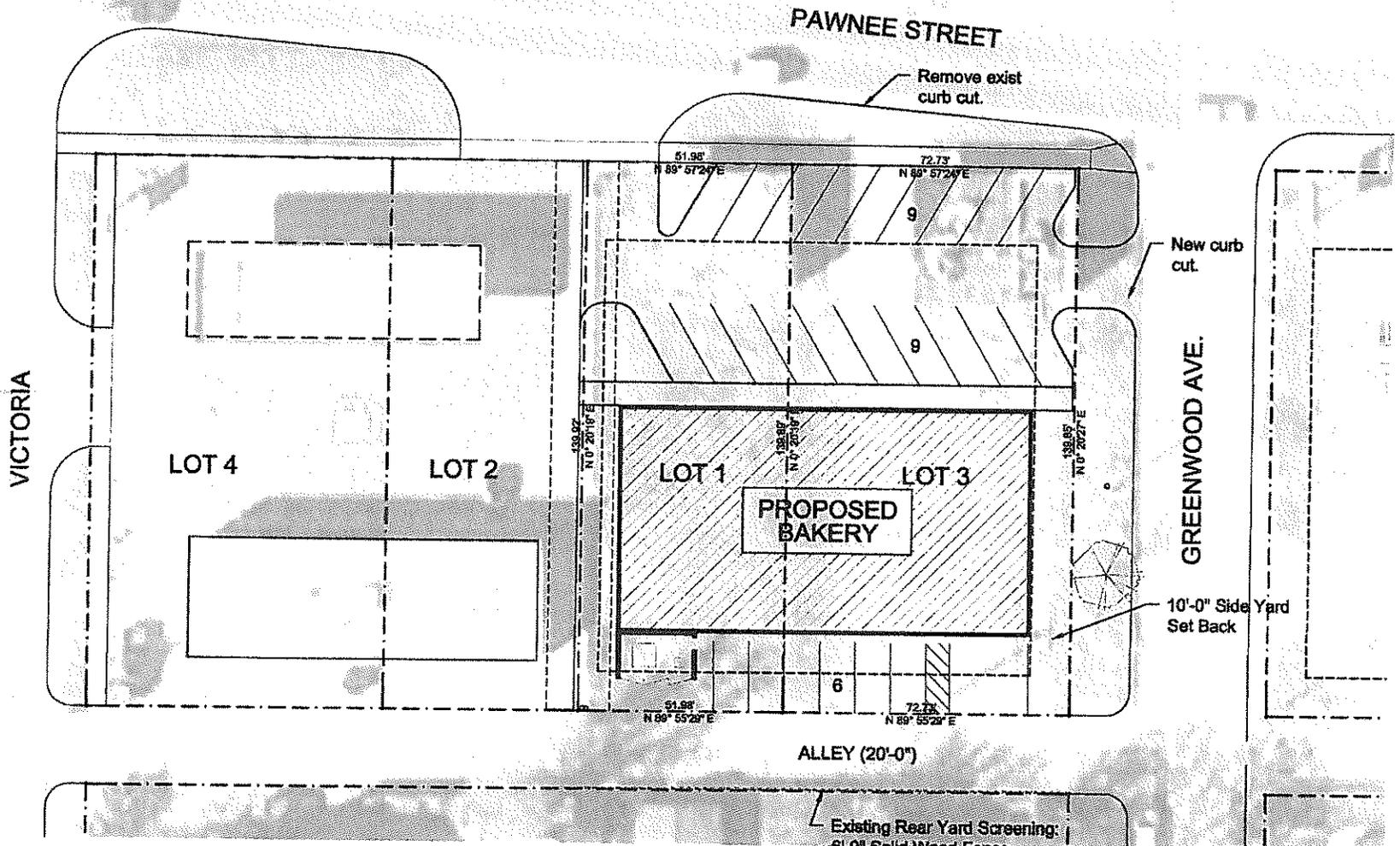
TO: MAPC
FROM: Case Bell, Community Liaison
SUBJECT: ZON2013-41: Requested zoning change from Limited Commercial to General Commercial
DATE: January 9, 2014

On Wednesday, January 8, 2014, the District III Advisory Board considered a request for the application area at the southwest corner of E. Pawnee and Greenwood. The applicant's LC Limited Commercial (LC) zoned site was developed with two small retail buildings along E. Pawnee. The applicant intends to redevelop the site with one larger building used primarily as a commercial bakery; the bakery would send most baked goods out for distribution but would have a walk-in retail component. The Unified Zoning Code (UZC) first permits manufacturing, general in the GC General Commercial zoning district. The UZC defines "manufacturing, general" to include "bakeries engaged in large-scale production and wholesale distribution." The UZC supplementary use conditions for manufacturing in GC requires that building principal street frontage be used for office space, display, wholesale or retail sales. Other code requirements such as parking, screening and landscaping are identical under LC or GC zoning. The Sign Code would allow more signage under GC than LC zoning.

Jess McNeely, MAPD, explained that the applicant plans to turn the two small buildings into one large building. McNeely requested that the DAB approve the application to move to General Commercial subject to the five conditions listed including protective overlay.

One DAB member asked where parking would be. McNeely responded that parking would be east of Greenwood and deliveries would take place in the alley. The applicant added that deliveries would be from vans and small trucks, not semis. One DAB member asked for a clarification if there will be seating inside. The applicant answered that there would be limited seating inside. One DAB member asked if the protective overlay stayed with the owner or the land. McNeely responded that the overlay remained with the land.

The DAB III members voted 8-0 to recommend approval of the request subject to the five listed conditions.



PARKING:
24 NEW STALLS
(Includes 1 ADA stall)

LEGAL DESCRIPTION:
Lot 3 Except the West 2 feet along with Lot 1 and the West 2 feet of Lot 3, all in Block 2, Archie Adams Addition to Wichita, Sedgwick County, Kansas.

 **(A) SITE PLAN:**
SCALE: 1" = 40'-0"

Plotted: Dec 02, 2013 - 11:27am by daleh

project no.
1318
sheet
A-1
Site
Plan

Juarez Bakery

Pawnee & Greenwood
Wichita, Kansas

Architectural Innovations, LLC
architects www.arch-innov.com master planners

7701 E. Kelllogg, Suite 650 phone 316.685.5175
Wichita, Kansas 67207-1703 fax 316.685.7667

1271 Kelly Johnson Blvd., Suite 111 phone 719.260.9990
Colorado Springs, CO, 80920 fax 719.260.9991

DATE:
12-02-2013

EXCERPT MINUTES OF THE JANUARY 21, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-00041 - Manual Fernandez (applicant) / Myra De La Torre (agent) request a City zone change request from LC Limited Commercial to GC General Commercial on property described as:

Lots 1 and 3, Block 2 in Archie Adams Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant's LC Limited Commercial (LC) zoned site was developed with two small retail buildings along E. Pawnee. The applicant intends to redevelop the site with one larger building used primarily as a commercial bakery; the bakery would send most baked goods out for distribution but would have a walk-in retail component. The Unified Zoning Code (UZC) first permits manufacturing, general in the GC General Commercial zoning district. The UZC defines "manufacturing, general" to include "bakeries engaged in large-scale production and wholesale distribution." The UZC supplementary use conditions for manufacturing in GC requires that building principal street frontage be used for office space, display, wholesale or retail sales. Other code requirements such as parking, screening and landscaping are identical under LC or GC zoning. The Sign Code would allow more signage under GC than LC zoning. The applicant submitted a proposed site plan (see attached) which appears to meet all UZC requirements.

The application area is at the southwest corner of E. Pawnee and Greenwood. Areas north of the site, across Pawnee, and south of the site, across a platted alley, are TF-3 Two-family Residential (TF-3) zoned residential neighborhoods. Property east and west of the site, along the south side of E. Pawnee, is zoned LC and developed with retail, convenience store, restaurant and vehicle repair uses. The Pawnee/Hydraulic intersection has LC zoning at all four corners developed with retail, auto service and restaurant uses. The nearest GC General Commercial zoning is 850 feet northeast of the site at the northeast corner of Southeast Boulevard and Blake Street; this GC zoned site is developed with a manufacturing use.

CASE HISTORY: The site was platted as Lots 1 and 3, Block 2 of the Archie Adams Addition in 1949.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Single-family residences
SOUTH:	TF-3	Single-family residences
EAST:	LC	Restaurant, vehicle repair
WEST:	LC	Convenience store, retail

PUBLIC SERVICES: The site proposes one joint access point to Pawnee, a five-lane arterial with an 80-foot right of way; one access point to Greenwood, a paved two-lane local street with 60 feet of right of way; and public alley access from the paved alley south of the site. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2013 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the site as "local commercial." The local commercial

category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.

RECOMMENDATION: The requested use is compatible with surrounding commercial land uses; the requested GC zoning is more intense than surrounding zoning along Pawnee, but not out of character with more intense zoning and uses at the Pawnee/Southeast Boulevard intersection two blocks east of the site. A Protective Overlay (PO) should protect residential neighbors north and south of the site from incompatible land uses and signage. Based upon the information available prior to the public hearings, planning staff recommends that the request for GC zoning be **APPROVED** subject to a Protective Overlay with the following conditions:

1. The site shall be limited to those uses permitted in the LC zoning district and Manufacturing, General only.
2. The site shall be developed and maintained in conformance with the approved site plan.
3. Manufacturing, General uses on the site shall conform with the UZC Section III.D.6.n. with office, display, wholesale or retail use along the building's Pawnee Street frontage.
4. The site shall conform with all code requirements to include but not limited to zoning, landscaping, building, fire and health.
5. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the south building facade facing residential zoning.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The application area is at the southwest corner of E. Pawnee and Greenwood. Areas north of the site, across Pawnee, and south of the site, across a platted alley, are TF-3 zoned residential neighborhoods. Property east and west of the site, along the south side of E. Pawnee, is zoned LC and developed with retail, convenience store, restaurant and vehicle repair uses. The Pawnee/Hydraulic intersection has LC zoning at all four corners developed with retail, auto service and restaurant uses. The nearest GC General Commercial zoning is 850 feet northeast of the site at the northeast corner of Southeast Boulevard and Blake Street; this GC zoned site is developed with a manufacturing use.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site could be used for various local commercial uses under the existing LC zoning.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested zone change could impact residences south of the site, across the alley, with increased traffic, noise and odors. Existing codes and the staff proposed PO should mitigate those impacts.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The "2013 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the site as "local commercial." The local commercial category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.

- (5) **Impact of the proposed development on community facilities:** The existing Pawnee Avenue and public utilities should accommodate the proposed manufacturing land use.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **G. SHERMAN** seconded the motion, and it carried (12-0

Background: The applicants are requesting consideration for the vacation of the east three (3) feet of the platted 15-foot street side yard setback located parallel to the west property line of Lot 15, Block K, Jamesburg Addition & the Westfield Street right-of-way. The subject corner lot is zoned SF-5 Single-Family Residential. The Unified Zoning Code's (UZC) minimum street yard setback for the SF-5 zoning district is 15 feet, i.e., the same as the subject site's platted 15-foot street side yard setback. If the setback was not platted the applicants could have applied for an Administrative Adjustment to reduce the street side yard setback by 20 per cent, resulting in a three (3) foot reduction; the same reduction the applicants are requesting. To reduce the subject setback by more than 20% requires a variance, which is a separate public hearing process. There is platted 10-foot utility easement located within the subject setback. With perhaps the exception of stormwater improvements, there are no utilities located within the platted easement. There are no utilities located within the proposed vacated portion of the platted street side yard setback. The Jamesburg Addition was recorded with the Register of Deeds March 25, 1981.

Analysis: The MAPC voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

Attachment:

- Vacation Order

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

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

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

5. The vacation of the described portion of the platted street side yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 11th day of February, 2014, ordered that the above-described portion of the platted street side yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

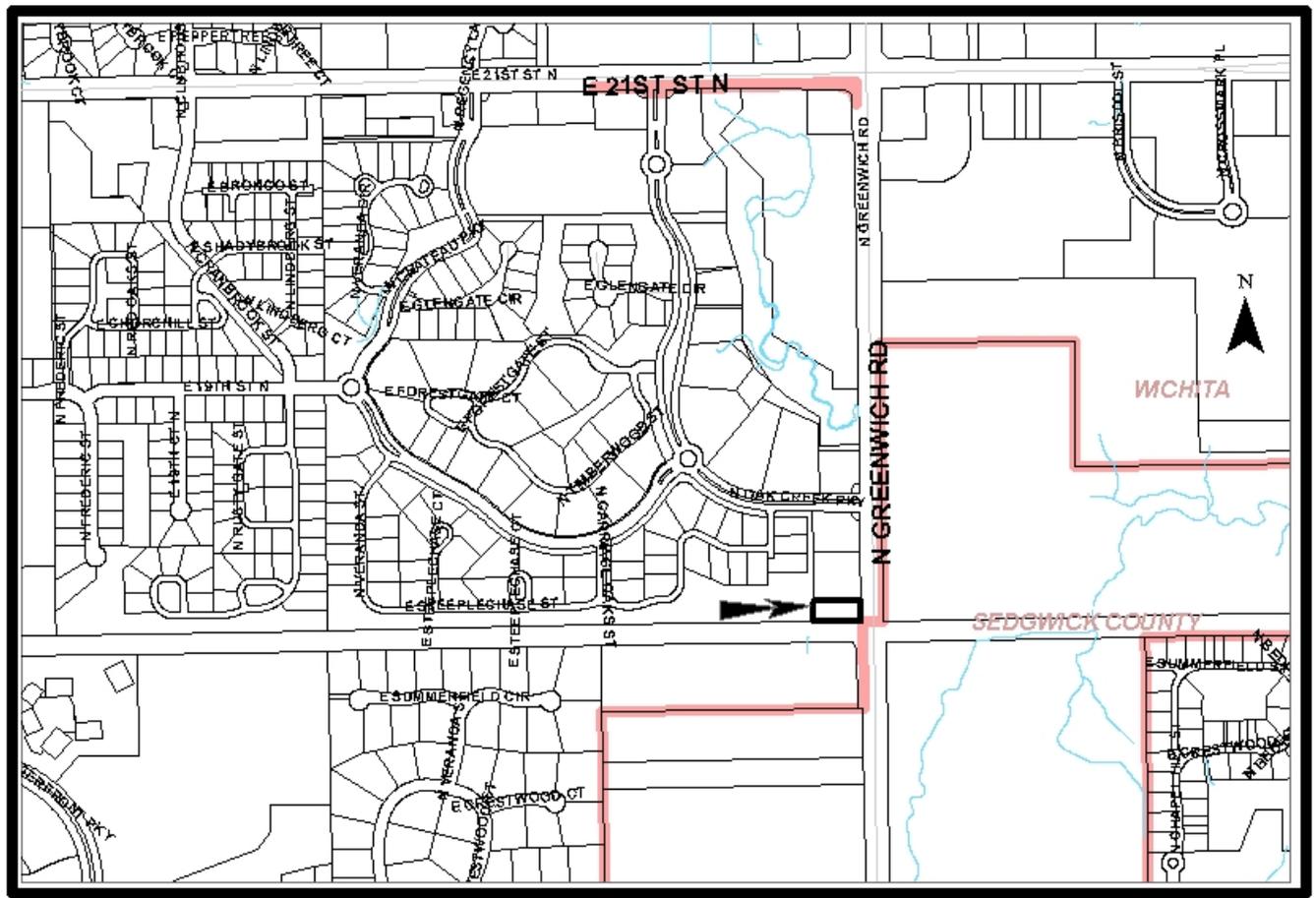
SUBJECT: VAC2013-00042 - Request to vacate the plattor's text to amend the uses permitted in a platted reserve on property generally located on the west side of Greenwich Road, midway between 13th Street North and 21st Street North, on the north side of the rails to trails path (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (8-0).



Background: The applicant is requesting consideration for the vacation of the plattor's text to amend the uses allowed within Reserve O, Oak Creek 2nd Addition. The plattor's text states that..."Reserves 'K' and 'O' are hereby platted for landscaping, ponds, drainage, sidewalks & utilities confined to easements." Reserve O is 100-foot wide and is entirely occupied by a 100-foot wide KG&E easement dedicated by separate instrument; Miscellaneous Book 594, Page 590. Westar has power lines located within the subject reserve and its easement. Westar and City Stormwater have approved parking in the Westar easement and Reserve O with conditions that the applicant has agreed to. No other utilities are located in Reserve O. The Oak Creek 2nd Addition was recorded with the Register of Deeds October 6, 2006.

Analysis: The MAPC voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

Attachment:

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF THE)
PLATTOR'S TEXT TO AMEND THE USES PERMITTED)
IN A PLATTED RESERVE)
)
GENERALLY LOCATED ON THE WEST SIDE OF)
GREENWICH ROAD, BETWEEN 13TH & 21ST STREETS)
NORTH ON THE NORTH SIDE OF THE RAILS TO)
TRAILS PATH)
)
MORE FULLY DESCRIBED BELOW)**

VAC2013-00042

VACATION ORDER

NOW on this 11th day of February, 2014, comes on for hearing the petition for vacation filed by Slawson Commercial Properties, LLC (applicant), praying for the vacation of a plattor's text to amend the uses permitted in a platted reserve, to-wit:

To allow parking as additional use in Reserve O, Oak Creek 2nd Addition, Wichita, Sedgwick County, Kansas, while retaining the following uses as stated in the plattor's text for Reserve O, Oak Creek 2nd Addition; landscaping, ponds, drainage, sidewalks & utilities confined to easements.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 14, 2013, which was at least 20 days prior to the public

hearing.

2. No private rights will be injured or endangered by the vacation of the above-described plattor's text to amend the uses permitted in a platted reserve and the public will suffer no loss or inconvenience thereby.

3. The applicant has received permission from Westar Energy to locate parking in the 100-ft wide KG&E easement dedicated by separate instrument (Misc Bk 594, PG 590), which is located entirely within the 100-foot wide platted Reserve O, Oak Creek 2nd Addition.

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

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

6. The vacation of the described plattor's text to amend the uses permitted in the platted reserve should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 11th day of February, 2014, ordered that the above-described plattor's text to amend the uses permitted in a platted reserve is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 11, 2014

TO: Mayor and City Council

SUBJECT: DED2013-00032 - Dedication of Street Right-of-Way located on the west side of Webb Road, south of Harry (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2013-00027 (Caliendo 11th Addition) and was requested by the City of Wichita Traffic Engineer.

Analysis: The Dedication DED2013-00032 is for additional street right-of-way along Webb Road.

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

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Dedication of Right-of-Way.

COPY

DEDICATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Jeff W. Bannon and Melinda Bannon, husband and wife, being the owner(s) of the following described real estate in Wichita, Sedgwick County, Kansas, to wit:

SEE ATTACHED EXHIBIT "A"

do(es) hereby dedicate the above-described real estate to the public for street right-of-way purposes.

Executed this 17th day of January, 2014.

By: *Jeff W. Bannon* By: *Melinda Bannon*
Jeff W. Bannon Melinda Bannon

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

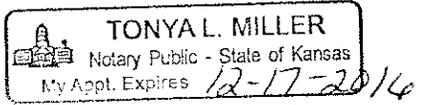
BE IT REMEMBERED, that on this 17th day of Jan 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff W. Bannon and Melinda Bannon personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

Tonya L Miller
Notary Public

(My Appointment Expires: 12-17-2016)

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law

DED 2013-32
LSP 2013-27
Page 1 of 2

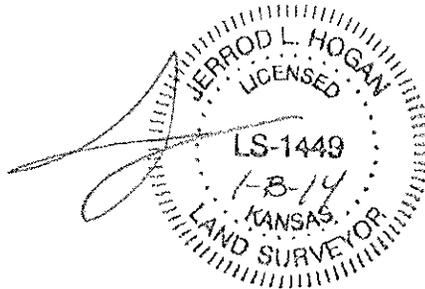
EXHIBIT "A"

LEGAL DESCRIPTION

A 10.00 FOOT WIDE TRACT OF LAND LYING IN LOT 2 OF THE FINAL PLAT OF CALIENDO 11TH ADDITION AS DESCRIBED IN THE SEDGWICK COUNTY, KANSAS, RECORDER'S OFFICE IN DOCUMENT NUMBER 1068936 AND ALSO DESCRIBED IN BOOK 1744, PAGE 2136 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF THE FINAL PLAT OF CALIENDO 11TH ADDITION SAID POINT ALSO LYING ON THE WEST RIGHT-OF-WAY OF WEBB ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°52'52" EAST, 165.00 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 89°14'33" WEST, 10.00 FEET; THENCE NORTH 00°52'52" WEST, 165.00 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 2 OF THE FINAL PLAT OF CALIENDO 11TH ADDITION; THENCE ALONG SAID NORTH LINE, NORTH 89°14'34" EAST, 10.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 27 SOUTH, RANGE 2 EAST, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS. BEARINGS BASED ON GRID NORTH OF THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.

CONTAINING 1,650 SQUARE FEET OR 0.038 ACRES AND 165 LINEAR FEET, MORE OR LESS.



City of Wichita
City Council Meeting
February 11, 2014

TO: Wichita Airport Authority

SUBJECT: Passenger Boarding Bridges Project Initiation
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget.

Background: The acquisition of the passenger boarding bridges is a separate project within the approved Capital Improvement Program (CIP) in order to provide for a design and timely procurement based on the types of aircraft the airlines anticipate operating into the Airport at the time the new terminal opens, which provides a better opportunity to specify the latest technology in bridge equipment. On January 31, bids were received from two vendors. The bids were evaluated by staff and the low bidder for glass boarding bridges and ancillary equipment was selected.

Analysis: Establishment of the project budget was delayed until selection of the vendor and the type of bridge was selected. Favorable pricing was obtained for the preferred glass bridge type, and the bid price is below the engineer's estimate. A separate agenda action is being presented for the procurement through the Board of Bids process.

Financial Considerations: The adopted CIP includes \$6,049,000 for a portion of this project, and the remainder is provided for with Passenger Facility Charge collections and has been incorporated into the financial planning model used by the Airport to ensure adequate funding. Therefore, a budget of \$9,600,000 is requested for this project, which is funded with Passenger Facility Charge collections and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: None.

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

Attachments: None.

City of Wichita
City Council Meeting
February 11, 2014

TO: Wichita Airport Authority

SUBJECT: Hawker Beechcraft Global Customer Support, LLC
Facilities Lease Agreement – Wichita Mid-Continent Airport for
Paint Hangar – 2160 Airport Road;
Hangar #6 – 2184 Airport Road; and
Office Building – 2190 Airport Road

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Effective October 17, 1988, the Wichita Airport Authority (WAA) entered into a lease agreement with Hawker Beechcraft Global Customer Support, LLC (Beechcraft) for use of an office building located at 2190 Airport Road on Mid-Continent Airport. In 1996, Beechcraft constructed a 9,223 sq. ft. maintenance hangar located at 2184 Airport Road (Hangar #6). The term expires on January 31, 2015.

Analysis: Beechcraft is desirous of entering into a new lease to include new language and to extend the term for the existing facilities and to permit the construction of a 9,440 sq. ft. paint hangar. The paint hangar will be built within the current leasehold. The term is a 26 year period.

Financial Considerations: The facility and land rental rates will continue at the established schedules contained in the existing lease agreement, so there is no financial impact to the WAA. The standard land rental rate for 2014 is \$0.3922 per sq. ft.; therefore, the total land revenue for 12 months is \$119,681. The annual facility rent for the office facility is \$52,442. Hangar #6 facility rent will begin on February 1, 2025, and be set at the then-current market value.

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

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

Attachments: Agreement.



Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

EXHIBIT A

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

Page 1 of 3

December 18, 2013

Legal Descriptions

Parcel 1:

That part of Reserve F, Wichita Municipal Airport Addition, Sedgwick County, Kansas, being located in Sections 27, 28, 33 and 34, Township 27 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas, and in Sections 2, 3, 4 and 9, Township 28 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas described as Commencing at the N1/4 corner of said Section 33; thence N87°48'57"E, along the North line of the N.E.1/4 of said Section 33, 2642.70 feet to the N.E. corner of said Section 33; thence S03°55'09"E, a distance of 4009.41 feet to the Point of Beginning; thence S19°21'12"W, 324.04 feet; thence N70°38'48"W, 324.24 feet; thence N19°21'12"E, 305.04 feet; thence S70°38'48"E, 23.70 feet; thence N19°21'12"E, 19.00 feet; thence S70°38'48"E, 300.54 feet more or less to the point of beginning. Containing 10461.36 sq. ft.± or 2.40 Acres±

Parcel 2:

That part of Reserve F, Wichita Municipal Airport Addition, Sedgwick County, Kansas, being located in Sections 27, 28, 33 and 34, Township 27 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas, and in Sections 2, 3, 4 and 9, Township 28 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas described as Commencing at the N1/4 corner of said Section 33; thence N87°48'57"E, along the North line of the N.E.1/4 of said Section 33, 2642.70 feet to the N.E. corner of said Section 33; thence S03°55'09"E, a distance of 4009.41; thence S19°21'12"W, 344.04 feet to the Point of Beginning; thence continuing S19°21'12"W, 493.77 feet; thence N70°38'48"W, 213.02 feet; thence N27°38'48"W, 291.55 feet; thence S62°21'12"W, 22.63 feet to the P.C. of a curve, having a radius of 3.20 feet; thence Northwesterly, along said curve (being a curve to the right) through a central angle of 97°51'25", an arc distance of 5.47 feet, having a chord bearing of N68°43'06"W, 4.83 feet to the P.C.C. of a curve, having a radius of 112.12 feet; thence Northerly, along said curve (being a curve to the right) through a central angle of 36°51'59", an arc distance of 72.14 feet, having a chord bearing of N01°21'24"W, 70.90 feet to the P.R.C., having a radius of 117.08 feet; thence Northerly, along said curve (being a curve to the left) through a central angle 30°53'08", an arc distance of 63.11 feet, having a chord bearing of N01°38'02"E, 62.35 feet; thence N19°21'12"E, 185.61 feet; thence S70°38'48"E, 76.43 feet; thence S19°25'38"W, 58.69 feet; thence S70°31'50"E, 82.03 feet; thence N55°16'28"E, 72.68 feet; thence S70°38'48"E, 289.54 feet more or less to the point of beginning. Containing 200539.71 sq. ft.± or 4.60 Acres±

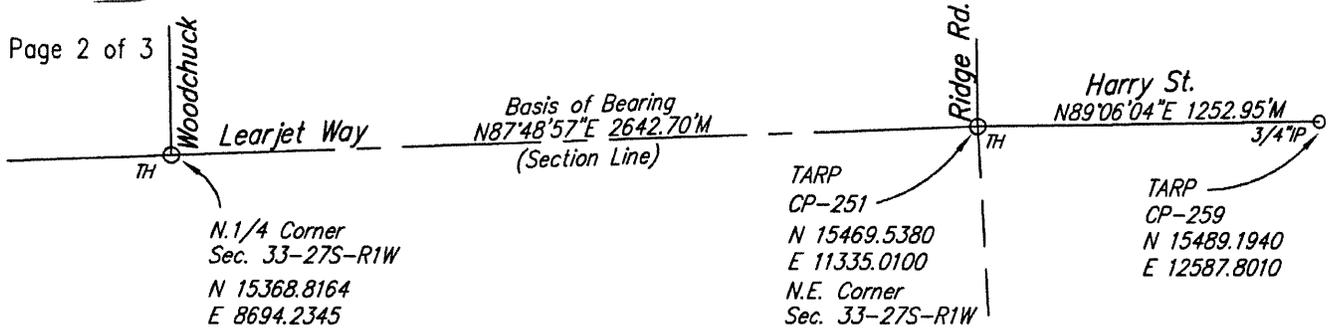


Savoy Company, P.A.

433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
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Page 2 of 3



N.1/4 Corner
Sec. 33-27S-R1W
N 15368.8164
E 8694.2345

TARP Horizontal Control

TARP Horizontal Coordinates are based on an assumed horizontal network utilized by Mid-Continent Airport Engineering Circa 1970'S

Part of Reserve "F"
Wichita Municipal Airport Addition

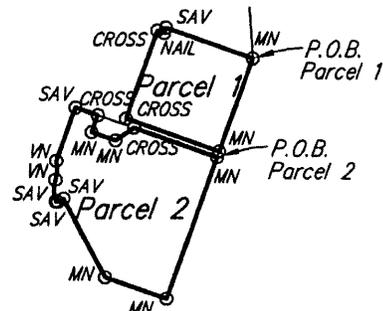


1" = 400'

LEGEND:

- 3/4"IP 3/4" IRON PIPE (FOUND ORIGIN UNKNOWN)
- NAIL 100d NAIL/SPIKE (SET)
- MN MAG NAIL W/SAVOY WASHER (SET)
- VN CHISELED V-NOTCH (SET)
- CROSS CHISELED CROSS (SET)
- SAV 1/2" REBAR W/SAVOY CAP (SET)
- TH CITY OF WICHITA CONTROL THIMBLE (FOUND)

December 18, 2013
PROJECT NO. 13JJ14032 S



Mark A. Savoy

Land Surveyors

Brian N. Savoy

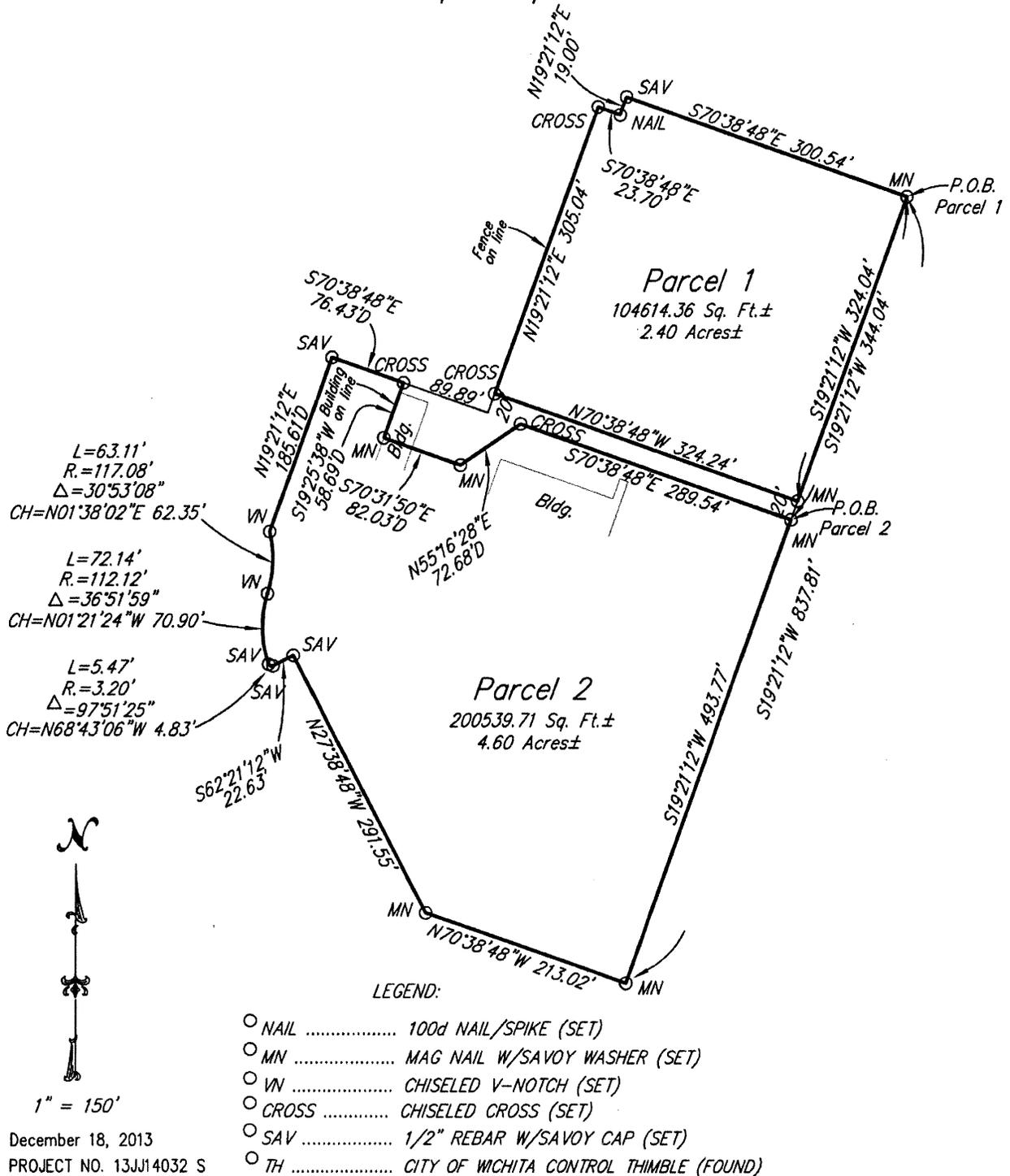


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Page 3 of 3

*Part of Reserve "F"
 Wichita Municipal Airport Addition*



Mark A. Savoy

Land Surveyors

Brian N. Savoy

LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC

for

Wichita Mid-Continent Airport
Paint Hangar – 2160 Airport Road
Hangar 6 – 2184 Airport Road
Office Building – 2190 Airport Road
Wichita, Kansas

THIS AGREEMENT is entered into this February 11, 2014, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC, Federal Tax Identification # 48-0677338 (LESSEE).

WHEREAS, LESSOR is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, LESSOR AND LESSEE entered into a lease dated October 17, 1988 for Land and Improvements (Existing Agreement); and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1, dated October 15, 1990; Supplemental Agreement No. 2, dated June 3, 1996; Supplemental Agreement No. 3 dated, June 7, 1996; and Supplemental Agreement No. 4 dated January 24, 2006; and

WHEREAS, LESSEE desires to expand its facilities located on the Premises, to extend the term and to terminate the existing agreement; and

WHEREAS, LESSEE is an entity authorized to operate in the State of Kansas that desires to enter into a new lease for the land as described on Exhibit A, and improvements located at 2184 Airport Road, Hangar 6; 2190 Airport Road, Office Building, and to construct a paint hangar located at 2160 Airport Road; Wichita, Kansas, the combined real properties as defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement);

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

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1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property, where improvements located at 2184 Airport Road, commonly known referred to Hangar 6; an office building located at 2190 Airport Road; and a future paint hangar to be located at 2160 Airport Road, consisting of 305,154 sq. ft. of land (Premises), as set forth and shown on the attached Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

Except as may be otherwise expressly provided in this Agreement, the taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Agreement.

2. TERM

The Term of this Agreement shall commence on January 1, 2014, and shall continue for a period of twenty-six years ("Term"), with the Term expiring on December 31, 2040, unless otherwise terminated under provisions agreed to herein.

3. LAND RENT DURING TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR basic land rental for the Premise, containing 305,154 sq. ft. That rent shall be calculated as follows:

LAND RENT

2160 Airport Road, 2184 Airport Road and 2190 Airport Road 305,154 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2013	-	04/30/2014	.3735	\$113,975.02	\$9,497.92
05/01/2014	-	04/30/2015	.3922	\$119,681.40	\$9,973.45
05/01/2015	-	04/30/2016	.4118	\$125,662.42	\$10,471.87
05/01/2016	-	04/30/2017	.4324	\$131,948.59	\$10,995.72
05/01/2017	-	04/30/2018	.4540	\$138,539.92	\$11,544.99
05/01/2018	-	04/30/2019	.4767	\$145,466.91	\$12,122.24
05/01/2019	-	04/30/2020	.5005	\$152,729.58	\$12,727.46
05/01/2020	-	04/30/2021	.5255	\$160,358.43	\$13,363.20
05/01/2021	-	04/30/2022	.5518	\$168,383.98	\$14,032.00
05/01/2022	-	04/30/2023	.5794	\$176,806.23	\$14,733.85
05/01/2023	-	04/30/2024	.6084	\$185,655.69	\$15,471.31
05/01/2024	-	04/30/2025	.6388	\$194,932.38	\$16,244.36
05/01/2025	-	04/30/2026	.6707	\$204,666.79	\$17,055.57
05/01/2026	-	04/30/2027	.7042	\$214,889.45	\$17,907.45
05/01/2027	-	04/30/2028	.7394	\$225,630.87	\$18,802.57
05/01/2028	-	04/30/2029	.7764	\$236,921.57	\$19,743.46
05/01/2029	-	04/30/2030	.8152	\$248,761.54	\$20,730.13
05/01/2030	-	04/30/2031	.8560	\$261,211.82	\$21,767.65
05/01/2031	-	04/30/2032	.8988	\$274,272.42	\$22,856.03
05/01/2032	-	04/30/2033	.9437	\$287,973.83	\$23,997.82
05/01/2033	-	04/30/2034	.9909	\$302,377.10	\$25,198.09
05/01/2034	-	04/30/2035	1.0404	\$317,482.22	\$26,456.85
05/01/2035	-	04/30/2036	1.0924	\$333,350.23	\$27,779.19
05/01/2036	-	04/30/2037	1.1470	\$350,011.64	\$29,167.64
05/01/2037	-	04/30/2038	1.2044	\$367,527.48	\$30,627.29
05/01/2038	-	04/30/2039	1.2646	\$385,897.75	\$32,158.15

4. FACILITY RENT

Office Facility - 2190 Airport Road:

Facility rental for the office facility located at 2190 Airport Road shall be as follows:

Office Space:	5,348 sq.ft. @ \$6.92/sq.ft.	= \$37,008.16/year	\$3,084.01/month
Warehouse/Garage:	3,875 sq.ft. @ \$2.75/sq.ft.	= \$10,656.25/year	\$888.02/month
Basement:	4,778 sq.ft. @ \$1.00/sq.ft.	= \$4,778.00/year	\$398.17/month

Therefore, the combined annual facility rental shall be \$52,442.41, payable in monthly installments of \$4,370.20, due on the first day of each month, expiring on January 31, 2014.

Facility rental for the office facility commencing February 1, 2015 shall be set at the then-current market value of such facility as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and with experience in the local commercial property market. The appraiser shall be selected by agreement of the parties no later than October 1, 2014. In the event that the parties cannot agree on this selection within 15 days after notice is given, then this appraiser role shall be filed by designation of the chair person of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

Hangar 6 Facility - 2184 Airport Road:

Facility rental for the Hangar 6 facility located at 2184 Airport Road shall commence on February 1, 2025. Facility rental for shall be set at the then-current market value of such facility as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and with experience in the local commercial property market. The appraiser shall be selected by agreement of the parties no later than October 1, 2024. In the event that the parties cannot agree on this selection within 15 days after notice is given, then this appraiser role shall be filed by designation of the chair person of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

Paint Hangar Facility - 2160 Airport Road:

Facility rental for the Paint Hangar facility located at 2160 Airport Road shall commence on January 1, 2041. Facility rental for shall be set at the then-current market value of such facility as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and with experience in the local commercial property market. The appraiser shall be selected by agreement of the parties no later than September 1, 2039. In the event that the parties cannot agree on this selection within 15 days after notice is given, then this appraiser role shall be filed by designation of the chair person of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

5. INFRASTRUCTURE COSTS

LESSEE agrees to pay all costs incurred in connection with the demolition and the lawful removal of the Water Works building located at 2100 Airport Road including the removal and disposal of materials contained upon or therein at approved construction and demolition landfill. In addition to the structure, removal shall include but not be limited to removal and disposal of the foundation and utilities. LESSEE shall disconnect and remove the steel pressure tank and transport the tank to the location on Airport property designated by the LESSOR. LESSOR shall retain ownership of the steel pressure tank. LESSEE shall then restore the land to a condition similar to the surrounding site including grading and seeding. In consideration of this work, LESSOR agrees to allow LESSEE the reuse of the existing AOA security gate and operating system currently located at, and commonly known as, Gate D.

LESSOR hereby grants access to and use by LESSEE of the existing underground storage tank, located at 2100 Airport Road, for deluge fire suppression drain-off containment. LESSOR does not guarantee the suitability or structural integrity of the underground storage tank for LESSEE's intended use. LESSEE shall be responsible to satisfy itself, through whatever means or methods it deems suitable, that the existing underground storage tank is non-impervious and structurally sound for its intended purpose and use. The LESSEE shall be solely responsible to comply with any federal, state or local regulations, statues or ordinances and shall be responsible to maintain the tank in a non-impervious and structurally sound condition throughout the Term of this Agreement and all approved extensions which may be applicable, if any, concerning the operation and maintenance of the underground storage tank and the lawful removal and disposal of any future contents caused by the LESSEE to be placed therein. If there is a release of discharge of the deluge fire suppression system that releases substances into the underground storage tank, the LESSEE shall within ten (10) calendar days perform analytical testing and lawfully remove any substance or material in the storage tank. At minimum, the LESSEE shall visually inspect the underground storage tank on an annual basis and promptly and lawfully

remove any substance or material in the storage tank. The location of this tank is shown on the attached Exhibit "B".

6. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

7. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for both facility rental and land rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

LESSEE shall make all payments to the Wichita Airport Authority and in a form acceptable to LESSOR. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

8. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a

specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

9. PUBLIC-USE RAMP AREA

In addition to responsibilities included in the original agreement, LESSEE agrees to be responsible for the management of the public-use ramp area included within the LESSEE's leasehold, for the purpose of providing aircraft parking and tie-down services to the general public on Mid-Continent Airport. This ramp area is included within the leasehold reflected on Exhibit "A", attached hereto and made a part hereof.

10. ENTRY TO RAMP LEASEHOLD

Within the LESSEE's ramp leasehold, the LESSEE shall not preclude a competitor from assisting the user of a disabled aircraft in placing the aircraft in a condition so it can be taxied or towed away from the leased area. Additionally, the LESSEE shall not preclude the user of LESSEE's ramp leasehold from servicing the user's aircraft on the LESSEE's ramp area.

LESSEE shall not require users of the tie-down area to secure goods and services from LESSEE exclusively. However, a Fixed Base Operator other than the LESSEE must have permission from the LESSEE in order to enter LESSEE 's leasehold to fuel aircraft parked on the ramp area managed by LESSEE and within LESSEE 's leasehold.

11. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as an aircraft maintenance operator, shall have the right of use of the Premises to operate a maintenance hangar, ground support equipment shop and office space for aviation-related purposes. LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft,

for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto in support of an aircraft maintenance operator.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, PREMISES, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

12. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 11, PERMITTED USE OF PREMISES. The following operations, services and concessions shall be specifically prohibited on or from the Premises:

- (a) Commercial catering, restaurant and/or lounge concessions;
- (b) Commercial (for hire) ground transportation;

- (c) Commercial “paid” parking;
- (d) Commercial hotel or lodging;
- (e) Sale of non-aviation products and services;
- (f) Sale, trade or bartering of aviation fuels, or other fuel or lubricant products;
- (g) Revenue-producing communication systems or systems not directly applicable to LESSEE’s operations on the Premises;
- (h) Automobile rental service;
- (i) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment;
- (j) Commercial outdoor advertising;
- (k) Any activity reasonably considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with a aircraft maintenance operator.

The LESSEE shall not perform, or allow to be performed any engine “run-up” in excess of fifty percent (50%) power level on the Premises.

13. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

14. LESSEE’S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

- (a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE’s lawful business.
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE’s invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;

- (c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids.
- (d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area (AOA) connecting and adjacent to the Premises.

15. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
- (c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.
- (d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:
 - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
 - (2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
 - (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) General Provisions. The right to exercise any and all rights set out in Section 54, GENERAL PROVISIONS.

- (h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

16. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

17. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for

purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

18. DESIGN AND CONSTRUCTION

LESSEE agrees to construct a minimum of 9,440 sq. ft. facility or facilities on the Premises shown on Exhibit "A" as 2160 Airport Road. LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facilities on 2160 Airport Road has not commenced within two hundred and seventy (270) days, or may be changed at the discretion of the Director of Airports, from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under Section 33, CANCELLATION BY LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facilities on 2160 Airport Road within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

If the Agreement is cancelled due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR'S election at LESSEE'S sole expense, be required to restore the Premises to a like and comparable condition as existed at the commencement date of this Agreement. This restoration shall be completed within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in Section 33, CANCELLATION BY LESSOR. At the end of the ninety (90) day period described above, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. At LESSOR'S election, LESSOR shall have the option to complete the construction, utilizing the performance bonds to the extent available at LESSEE'S sole expense, as set forth in Section 20, CONSTRUCTION COSTS in lieu of restoration.

LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out

by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system if required by LESSEE's future construction. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and FAA standards for the largest type of aircraft expected to use the Premises.

LESSEE shall provide a storm water management plan as part of the preliminary plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and all federal agencies. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. Upon LESSOR'S approval of all plans and specifications and upon approval and issuance of required building permits by the City of Wichita Office, the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices (BMPs) shall be installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals and Job Site Requirement document to ensure compliance with the approved plans and specifications; (2) proposed construction modifications, amendments or changes to the LESSOR approved plans and specifications shall be submitted to LESSOR for prior approval; (3) to install a temporary security and/or construction barricade fence as directed by the LESSOR at LESSEE's expense (4) to repair or replace, at LESSEE's expense and to LESSOR's satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (5) to provide LESSOR, within thirty (30) days following occupancy of the facilities, a complete reproducible set of as-built record drawings, along with a certification of project costs for all permanent improvements. Upon completion of the facility, LESSEE shall furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the approved plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises. Inaccurate or false certifications under this Section shall be a breach of this Agreement which the parties agree may only be remedied by specific performance whenever discovered. LESSEE's

obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

Plan approval described in this Section shall not be deemed approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita. LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. Improvements within the secured area and AOA shall conform to Federal Aviation Administration and Transportation Security Administration regulations, standards and criteria for design, construction, inspection and testing. LESSEE shall use reasonable efforts to coordinate the construction of the improvements with time schedules established by the LESSOR, should other construction be occurring at the Airport which may be impacted by this project.

19. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

Once the initial improvements are completed, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be subject to the same design, construction and use requirements established for initial construction as set forth in Section 18, DESIGN AND CONSTRUCTION. Any such addition or alteration must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

20. CONSTRUCTION COSTS

LESSEE agrees to pay all costs incurred in connection with the construction of the new structures, facilities and improvements, and future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds five thousand dollars (\$5,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. Satisfaction of this requirement shall not be the basis for an extension of the Section 18, DESIGN AND CONSTRUCTION, construction period.

For improvement that exceeds five thousand dollars (\$5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 29, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

21. CONSTRUCTION INSPECTIONS

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LESSOR has no duty to undertake such inspections, and LESSOR will not be held to any duty of care regarding such inspections, if conducted.

22. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises

without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the Authority to such compensation as is necessary to restore the affected improvements.

23. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

24. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made

or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no agency authority to act on behalf of LESSOR for any such construction. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 27, ASSIGNMENT and Section 28, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or cancellation of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

25. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and

about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

26. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 23, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 19, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow

therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

27. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

28. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 11 and 12 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended

from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

29. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence) and automobile liability (minimum of \$500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	\$500,000 Each Accident
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c) GENERAL LIABILITY

LESSEE shall maintain General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

e) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

The LESSEE shall maintain Hangarkeepers and Premises Liability Insurance. Minimum limits, as outlined herein, shall be:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

f) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide *pollution liability* coverage with a minimum limit of:

Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *pollution liability* coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms

thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement as set forth in Section 33, CANCELLATION BY LESSOR.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses of LESSEE-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of LESSEE's cost for such insurance.

30. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, sewer backup, explosion and collapse, and shall furnish LESSOR a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 50, DAMAGE AND DESTRUCTION. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement.

31. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force

permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of LESSEE's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

32. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

33. CANCELLATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement continuing for more than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

34. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

- i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may

terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 50, DAMAGE OR DESTRUCTION.

35. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in the condition the Premises were in when originally subleased from Wichita Airport Facilities, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

LESSEE's maintenance obligations include, but not limited to, the following:

(a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.

(b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.

- (c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
- (d) Repair or replacement of any damage to Wichita Airport Authority's existing storage tank, shown on the attached Exhibit "B".
- (e) Removal of any substance or material inserted in the storage tank, shown on the attached Exhibit "B".
- (f) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
- (g) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.
- (h) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.
- (i) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.
- (j) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems on the Airport not within or upon the Premises. At anytime during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

36. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and other Air Operations Areas within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of

not less than \$2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

37. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

38. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

39. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

40. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

41. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 34, CANCELLATION BY LESSEE.

42. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

43. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance,

maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full

extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Mid-Continent Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

44. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

45. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

46. ENVIRONMENTAL ASSESSMENT

A "Phase I" and "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established at the commencement of this Agreement. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

47. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached Exhibits A and B, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any

settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit

and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise),

activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

48. IMPOSITIONS

LESSEE shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions, including all lawful taxes and assessments imposed on the Premises, personal property thereon, or LESSEE's possessory right therein. In the event any impositions may be lawfully paid in installments, LESSEE shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. LESSOR covenants that without LESSEE's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which LESSEE would be required to pay under this Section and that should any such levy or assessment be threatened or occur LESSOR shall, at LESSEE's request, fully cooperate with LESSEE in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent LESSEE from contesting the legality, validity, or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled to do so.

49. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all

reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

50. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration.

In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or casualty not resulting in whole or in part from the actions of the LESSEE during the term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements. Upon such election by LESSEE, this Agreement shall be terminated effective as of the date such notice is

given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

51. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

52. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

53. NONDISCRIMINATION

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

54. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of

noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other

requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said

airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(1) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

Attn: Randy Blad
Hawker Beechcraft Global Customer Support LLC
10511 E. Central
Wichita, Kansas 67206

and bills and statements to LESSEE shall be sufficient if sent via email to:

dave_lambertz@beechcraft.com

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

55. THIRD PARTY RIGHTS

It is agreed between the parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, 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.

56. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the General Provisions contained in Section 54.

57. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days notice by LESSOR or LESSEE.

58. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

59. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other

similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

60. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

61. AMENDMENT

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

62. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

63. TERMINATION OF EXISTING LEASE

The undersigned are parties to a certain Land and Improvements Lease, dated October 17, 1988. By their signatures LESSEE and LESSOR agree that this agreement is hereby terminated and null and void, effective February 10, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST: HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC

By _____
Title _____

By _____
Robert H. Sill, Vice President of Finance
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**DEMOLITION
BY TENANT**

**WATER
WORKS**

**UNDERGROUND
RESERVOIR**

**RESERVOIR USED
BY TENANT**



2100 AIRPORT ROAD			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
12/17/13	H.G.O.	1" = 16'	1 of 1

City of Wichita
City Council Meeting
February 11, 2014

TO: Wichita Airport Authority

SUBJECT: Airparts Company, Inc. – S. A. No. 18
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Since January 1, 1996, the Wichita Airport Authority (WAA) has had an agreement with Airparts Company, Inc. (Airparts) to lease an office/warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Airparts occupies 2,504 square feet of the subject building, which has a total area of approximately 12,135 square feet. Rockwell Collins occupies the remainder of the facility. The agreement expired December 31, 2013.

Analysis: Airparts is desirous of extending its current agreement for one additional year through December 31, 2014.

Financial Considerations: The combined facility rent and land rent calculates to be an annual rate of \$16,400, which reflects an increase of 1% compared to the previous year. The calculation of this amount includes a land rental rate increase to \$0.3922 per square foot that is consistent with the WAA's published land rental rate schedule.

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

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

Attachments: Supplemental Agreement No. 18.

SUPPLEMENTAL AGREEMENT NO. 18

By and Between

THE WICHITA AIRPORT AUTHORITY

and

AIRPARTS COMPANY, INC.

Facility Rental – 1991 Airport Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 18, dated February 11, 2014, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (LESSOR); and AIRPARTS COMPANY, INC., the (LESSEE).

The parties previously entered into an Agreement dated December 18, 1995 for use of the facility located at 1991 Airport Road for aviation-related purposes in connection with its business of distribution and retailing of aircraft parts;

That original agreement has been modified by Supplement Agreement Nos. 1 through 17, with the most recent supplement dated February 5, 2013; and

The LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 18 for the purpose of adjusting the rental amounts and extending the Agreement for one year.

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement, as previously supplemented:

1. Term

Section 1, Term, of the Supplemental Agreement No. 17 shall be deleted and replaced with the following language:

The term of this extension shall be for a one-year period from January 1, 2014 through December 31, 2014.

2. Rental

Section 2, Rental, of the Supplemental Agreement No. 17 shall be deleted and replaced with the following language:

Facility rental shall remain and continue for the twelve month term of this Supplemental Agreement No. 18 in the sum of \$12,606.42 as annual rent, payable in monthly installments of \$1,050.54.

In addition to foregoing facility rental, LESSEE agrees to pay land rental for the leased premises, containing approximately 9,671 square feet. Land rental during the term of this Supplemental Agreement No. 18 shall be set at \$.3922 per square foot. This annual land rental of \$3,792.97 is payable in monthly installments of \$316.08.

Therefore, the annual rent shall be \$16,399.39, payable in monthly installments of \$1,366.62, due on the first day of each month during the term of this Supplemental Agreement No. 18.

3. Other Terms

It is understood and agreed that all other terms and conditions of the original Agreement and Section 3 of Supplement 16 are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

AIRPARTS COMPANY, INC.

By _____

By _____

Title _____

Terry A. Gardner, Branch Manager
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____

Director of Law

Wichita, Kansas
February 10, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Shirley Rogers, Division Supervisor, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated February 3, 2014, were read and on motion approved.

Bids were opened January 31, 2014, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Passenger Boarding Bridges.

John Bean Technology Corp.* -\$8,792,775.00 Base Bid
*Subject to City Council Budget Approval

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Shirley Rogers, Division Supervisor,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: February 10, 2014

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

January 31, 2014

Wichita Mid-Continent Airport - Air Capital Terminal 3 Passenger Boarding Bridges – Wichita Airport
Authority/Engineering Division

John Bean Technology Corp. (Deferred from February 3, 2014) Group 1 – Base Bid \$8,792,775.00*

(*Subject to City Council Budget Approval)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager



Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340251 Passenger Boarding Bridges

Close Date/Time: 1/31/2014 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Group
Department: Airport Engineering

[Return to the Bid List](#)

Responses: 2

Vendors	Complete	Bid Total	City Comments
<u>JOHN BEAN TECHNOLOGY CORP</u>	Complete	\$17,451,561.00	Award 02/11/2014 Base Bid Wichita Airport Authority/Engineering Div. Subject to Budget Approval
<u>THYSSENKRUPP AIRPORT SYSTEMS</u>	Complete	\$18,447,077.94	

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Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line
Solicitation: FB340251 Passenger Boarding Bridges

Close Date/Time: 1/31/2014 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Group
Department: Airport Engineering
 Go to: 1

[Return to the Bid List](#)

Responses: 2

Group 1

Vendors	Complete	Group Total Net Bid
<u>JOHN BEAN TECHNOLOGY CORP</u>	Complete	\$8,792,775.00
<u>THYSSENKRUPP AIRPORT SYSTEMS</u>	Complete	\$9,731,105.97

[Top of the Page](#)

Group 2

Vendors	Complete	Group Total Net Bid
<u>JOHN BEAN TECHNOLOGY CORP</u>	Complete	\$8,658,786.00
<u>THYSSENKRUPP AIRPORT SYSTEMS</u>	Complete	\$8,715,971.97

[Top of the Page](#)





Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line
Solicitation: FB340251 Passenger Boarding Bridges

Close Date/Time: 1/31/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Airport Engineering

Responses: 2

Go to: 001

Line 001 GROUP #1 - BASE BID Provide and Install nine (9) each glass-walled , telescoping Passenger Boarding Bridges, as specified, complete for Aircraft Gates #1 through #9 per milestone #1:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN BEAN TECHNOLOGY CORP	9	Each	\$666,507.0000	\$5,998,563.00	Complete	
THYSSENKRUPP AIRPORT SYSTEMS	9	Each	\$730,700.3300	\$6,576,302.97	Complete	

Line 002 GROUP #1 - BASE BID Provide and Install ten (10) each glass-wall, fixed Passenger Boarding Bridges, as specified, complete for Aircraft Gates #1 through #11 per Milestone #1: [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN BEAN TECHNOLOGY CORP	10	Each	\$74,001.0000	\$740,010.00	Complete	
THYSSENKRUPP AIRPORT SYSTEMS	10	Each	\$90,883.2000	\$908,832.00	Complete	

Line 003 GROUP #1 - BASE BID Provide and Install three (3) glass-walled, telescoping Passenger Boarding Bridges, as specified, complete for Aircraft Gates #10 through #12 per Milestone #2: [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN BEAN TECHNOLOGY CORP	3	Each	\$684,734.0000	\$2,054,202.00	Complete	
THYSSENKRUPP AIRPORT SYSTEMS	3	Each	\$748,657.0000	\$2,245,971.00	Complete	

Line 004 GROUP 2 - ALTERNATE BID Provide and install nine (9) each steel-walled, telescoping pasenger Boarding Bridges, as specified, complete for Aircraft Gates #1 through #9 per Milestone #1: [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THYSSENKRUPP AIRPORT SYSTEMS	9	Each	\$646,786.3300	\$5,821,076.97	Complete	
JOHN BEAN TECHNOLOGY CORP	9	Each	\$655,445.0000	\$5,899,005.00	Complete	

Line 005 GROUP #2 - ALTERNATE BID Provide and Install ten (10) each glass-walled, fixed Passenger Boarding Bridges, as specified, complete for Aircraft Gates #1 through #11 per Milestone #1: [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN BEAN TECHNOLOGY CORP	10	Each	\$74,001.0000	\$740,010.00	Complete	
THYSSENKRUPP AIRPORT SYSTEMS	10	Each	\$90,883.2000	\$908,832.00	Complete	

Line 006 GROUP #2 - ALTERNATE BID Provide and Install three (3) steel-walled, telescoping Passenger Boarding Bridges, as specified, complete for Aircraft Gates #10 through #12 Milestone #2: [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THYSSENKRUPP AIRPORT SYSTEMS	3	Each	\$662,021.0000	\$1,986,063.00	Complete	
JOHN BEAN TECHNOLOGY CORP	3	Each	\$673,257.0000	\$2,019,771.00	Complete	

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