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REVISED:
ADDITION OF CONSENT ITEMS II-21A and II-21B

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. February 24, 2015

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on February 10, 2015

II. CONSENT AGENDA ITEMS 1 THROUGH 30

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Vice Mayor Jeff Blubaugh, Council Member James Clendenin and Council Member Lavonta Williams to attend the National League of Cities Annual Congressional City Conference in Washington, DC, March 7-11, 2015.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 30)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 23, 2015.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2015</u>	<u>Address</u>
June Friedman	Kellogg Gift Shop dba Patricia's	6143 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u> Jennifer Renae Bauer	<u>2015</u> Bricktown Brewery**	(Consumption of Premises) 2142 North Tyler Road
<u>Renewal</u> Fermin Santiago Joseph Hemmelgarn	<u>2015</u> Las Garzas Restaurant** Wichita State University**	(Consumption on Premises) 1611 South Broadway 1845 Fairmount
<u>Renewal</u> Kevin Schemm Kevin Schemm Mai Huyhn Vo Julia L Jackowski Andrea Lazenby Andrea Lazenby Andrea Lazenby	<u>2015</u> Dillon Food Stores#12*** Dillon Food Stores#16*** Dillon Food Stores#33*** Dillon Food Stores#34*** Dillon Food Stores#49*** Dillon Food Stores#56*** Dillon Food Stores#65*** Dillon Food Stores#66*** Dillon Food Stores#72*** Dillon Food Stores#89*** Dillon Food Stores#91*** Dillon Food Stores#92*** Dillon Food Stores#249*** Dillon Food Stores#81*** Dillon Food Stores#20*** T & T Discount Cigarette*** Casey's General Store #3261*** Walmart#1099*** Walmart#3492*** Walmart#4321***	(Consumption off Premises) 9450 East Harry 8828 West 13th 4747 South Broadway 3932 West 13th Street 10222 West 21st 3707 North Woodlawn 3211 South Seneca 2244 North Rock Road Ct 10515 West Central 1910 West 21st North 3020 East Douglas Avenue 640 North West 2212 North Maize Road 13415 West Maple 7707 East Central 3448 West Douglas 3520 North Woodlawn Blvd 501 East Pawnee 11411 East Kellogg 5474 North Meridian

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

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

4. Preliminary Estimates:
a. List of Preliminary Estimate.

RECOMMENDED ACTION: Receive and file.

5. Deeds and Easements:
a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.
a. Community Events - 2015 Food Trucks at the Fountains. (District I)
b. Community Events - Battle of the Bean 5K. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Agreements/Contracts:
a. Agreement with the City of Goddard for Improvements to Kellogg, from 135th to 151st Streets West. (District IV)
b. Take or Pay Provision on Derby Water Sales.

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

8. Design Services Agreements:
a. Waterline Improvements on Westfield Street, from Douglas to Rolling Hills. (District V)

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

9. Minutes of Advisory Boards/Commissions

Board of Building Code Standards and Appeals, December 1, 2014
Wichita Airport Advisory Board, January 5, 2015
Wichita Public Library, January 20, 2015

RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, and IV)

<u>Property Address</u>	<u>Council District</u>
a. 357 N. Pennsylvania	I
b. 438 N. Bleckley	I
c. 1611 N. Hillside	I
d. 6105 S. Minnesota	III
e. 1448 S. Handley	IV
f. 1733 S. Hiram	IV

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on April 7, 2015 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Funding for Improvements to East Kellogg from Wiedemann to 127th Street East. (District II)

RECOMMENDED ACTION: Approve the supplemental agreement and budget, adopt the resolution, and authorize all necessary signatures for the acquisition or granting of easements.

12. Designation of a Redeveloper for City-owned Property in the 400 Block of West Central. (District I)

RECOMMENDED ACTION: After the 30-day notice period the City Council approves the real estate purchase agreement and authorizes all necessary signatures.

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

RECOMMENDED ACTION: Approve the KDHE contract and authorize the necessary signatures.

14. Nuisance Abatement Assessments, Cutting Weeds.

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

15. Child Care Licensing Grant Application.

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

16. Funding for Improvements to Tyler Road, 29th to 37th Streets North. (District V)

RECOMMENDED ACTION: Approve the revised budget, adopt the resolution, and authorize the necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

17. Proposed Assessment Rolls.

Proposed Assessment Rolls have been prepared for five (5) water projects, six (6) sewer projects, one (1) storm sewer projects and eleven (11) paving projects. It is necessary to set a public hearing date. Informal hearing with City personnel will be held March 16, 2015 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 27, 2015.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, February 24, 2015.

18. Disposition of Weapons.

RECOMMENDED ACTION: Receive and file the list of weapons.

19. 2015 Narcotic Seizure Fund Budget.

RECOMMENDED ACTION: Adopt the 2015 Narcotic Seizure Fund budget.

20. Printing and Mailing Services.

RECOMMENDED ACTION: Approve the selection of Quik Print for printing and mailing services and authorize the necessary signatures.

21. First Reading and Issuance of Taxable Multi-family Revenue Bonds, KS1, LLC Exchange Place Project. (District VI)

RECOMMENDED ACTION: Place the Bond Ordinance on first reading.

21a. *Emergency Raw Water Main Repair at the Water Treatment Plant.*

RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

21b. *WaterWalk Apartments; Waiver & Approval of Assignment and Release. (District IV)*

RECOMMENDED ACTION: Approve the Lessor Estoppel Certificate and Assignment and Assumption of WaterWalk Ground Lease #5, waive Lease conditions, consent to release of the Assignor, and authorize necessary signatures.

22. Second Reading Ordinances: (First Read February 10, 2015)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

23. *SUB2011-00049 -- Plat of Mike Steven Motors 2nd Addition Located West of Rock Road, on the South Side of Kellogg. (District II)

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

24. *SUB2014-00035 -- Plat of QuikTrip 18th Addition located North of Central, on the East Side of Broadway. (District VI)

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

25. *SUB2014-00037 -- Plat of Moscelyn Meadows Addition Located North of Kellogg, on the West Side of 151st Street West. (District IV)

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

26. *SUB2014-00040 -- Plat of Solis Addition Located North of 29th Street North, East of Hood. (District VI)

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

27. *SUB2014-00044 -- Plat of Greiffenstein Square No. 2 Addition Located on the South Side of 21st Street North, West of 119th Street West. (District V)

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

28. *A15-02 - Request by Ian and Karma Dopps to Annex Lands Generally Located South of 21st Street North, Approximately One-Half Mile West of 119th Street West. (District V)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

29. *Airparts Company, Inc. S. A. No. 19 - Wichita Dwight D. Eisenhower National Airport.

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

30. *EagleMed, LLC. Supplemental Agreement No. 1 - Wichita Dwight D. Eisenhower National Airport.

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

Wichita, Kansas
February 23, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated February 9, 2015, were read and on motion approved.

Bids were opened February 13, and February 20, 2015, pursuant to advertisements published on:

Schweiter Bikeway (Ash Street and Rivera to Central and Poplar) 87TE-0620-01/472-85112 (707055)

Defer one week

2015 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) (472-85202/132100/) Traffic to be maintained during construction using flag persons and barricades. (District I, II, III, IV, V, VI)

Gray & Sons Construction LLC* - \$160,360.00 *Engineer's Estimate

2015 Sanitary Sewer Reconstruction Phase 1 (north of Harry, east of Seneca) (468-85017/620726/664031) Traffic to be maintained during construction using flag persons and barricades. (District I, II, III, VI)

Stannard Construction dba WB Carter - \$181,938.85

Water Distribution System to serve USD 259 4th Addition (south of Pawnee, west of 127th Street East) (448-90496/735520/470193) Does not affect existing traffic. Lateral 426, Four Mile Creek Sewer to serve USD 259 4th Addition (south of Pawnee, west of 127th Street East) (468-84707/744378/480070) Does not affect existing traffic. Lateral 442, Four Mile Creek Sewer to serve USD 259 4th Addition (south of Pawnee, west of 127th Street East) (468-84994/744376/480068) Does not affect existing traffic. (District II)

McCullough Excavation - \$117,660.00 Group 1
\$50,933.60 Group 2
\$42,006.40 Group 3
\$210,600.00 Bid Total

2015 Sanitary Sewer Reconstruction Phase 2 (north of Pawnee, east of Broadway) (468-85019/620737/665007) Traffic to be maintained during construction using flag persons and barricades. (District I, III, VI)

Danco Enterprises - \$157,095.00

55th Street Water Main Extension, Vine to Seneca (along 55th Street, west of Seneca) (448-90607/636314/774083) Traffic to be maintained during construction using flag persons and barricades. (District IV)

Mies Construction - \$103,688.13

Lateral 40 District 'T' SS #20 to serve Lot 36 Menlo Park Addition (north of 21st, west of Broadway) (468-84968/744369/480061) Traffic to be maintained during construction using flag persons and barricades. Lateral 156, Main 4, SS #23 to serve Tracts in Walnut Grove Addition (north of 21st, west of Broadway) (468-84984/744373/480065) Traffic to be maintained during construction using flag persons and barricades. (District VI)

Danco Enterprises - \$9,321.00 Group 1
 \$8,077.50 Group 2
 \$17,398.50 Bid Total

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/STORMWATER DIVISION: RIP-RAP 5x9 Stone, 18" & 24".

H-Excavating LLC* - \$109,478.00

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: 58,000 GVWR Dump Trucks.

Roberts Truck Center LLC dba Summit Truck Group - \$289,760.00 Base Bid
 Included Option 1
 \$20,254.00 Option 2 (Each)
 \$8,105.00 Option 3 (Each)
 Included Option 6
 \$615.00 Option 7 (Each)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Evergreen Library Renovation.**

Van Asdale Construction LLC - \$157,000.00 Base Bid
\$11,200.00 Group 1 Alternate 1
\$4,300.00 Group 1 Alternate 2

**PUBLIC WORKS AND UTILITIES DEPARTMENT/STORMWATER DIVISION: Repair Pump #2
at Pump Station #3.**

Pentair Flow Technologies LLC - \$126,311.00 Base Bid
< \$6,000.00>Option 2 (Deduct)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Trailers.**

Berry Tractor & Equipment Co. - \$89,626.00 Group 4 Base Bid
<\$35,500.00>Group 4 Option 1 (Deduct)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Diesel
Powered Flat Concrete Saw.**

M6 Concrete Accessories Co. Inc.* - \$96,917.40
*Award redirected

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: February 23, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

January 16, 2015

Schweiter Bikeway (Ash Street & Rivera to Central & Poplar) – Public Works & Utilities Dept./Engineering Div.
(Defer to March 2, 2015) (Pending KDOT Approval)

February 13, 2015

2015 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) – Public Works & Utilities Department/Engineering Division

Gray & Sons Construction, LLC (Engineer's Estimate) \$160,360.00

2015 Sanitary Sewer Reconstruction Phase 1 (north of Harry, east of Seneca) – Public Works & Utilities Department/Engineering Division

Stannard Construction dba WB Carter \$181,938.85

Water Distribution System to serve USD 259 4th Addition – Public Works & Utilities Dept./Engineering Division

MCCullough Excavation Group 1 – Water Distribution System \$117,660.00

Group 2 – Lat. 426, Four Mile Creek Sewer 50,933.60

Group 3 – Lat. 442, Four Mile Creek Sewer 42,006.40

Aggregate Bid Total \$210,600.00

February 20, 2015

2015 Sanitary Sewer Reconstruction Phase 2 (north of Pawnee, east of Broadway) – Public Works & Utilities Department/Engineering Division

Danco Enterprises \$157,095.00

55th Street Water Main Extension (along 55th St., west of Seneca) – Public Works & Utilities Department/Engineering Division

Mies Construction \$103,688.13

Sanitary Sewer – Public Works & Utilities Department/Engineering Division

Danco Enterprises Group 1 – Lat. 40 Dist 'T' SS #20; Lot 36 Menlo Park Addn. \$9,321.00

Group 2 – Lat. 156 Mn 4 SS #23; Tracts in Walnut Grove Addn. 8,077.50

Aggregate Bid Total \$17,398.50

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

February 20, 2015

5 x 9, 18" and 24" Rip Rap – Public Works & Utilities Department/Stormwater Division

H-Excavating, LLC (See Exhibit B for Itemized Pricing in the Formal Bid Report) \$109,478.00

58,000 GVWR Dump Trucks – Public Works & Utilities Department/Fleet & Facilities Division

Roberts Truck Center, LLC Base Bid \$289,760.00

dba Summit Truck Group Option 1 Included

Option 2 (Add) (Per Each) \$20,254.00

Option 3 (Add) (Per Each) \$8,105.00

Option 6 Included

Option 7 (Add) (Per Each) \$615.00

Evergreen Library Renovation – Public Works & Utilities Department/Fleet & Facilities Division

Van Asdale Construction, LLC Base Bid \$157,000.00

Alternate 1 (Add) \$11,200.00

Alternate 2 (Add) \$4,300.00

Repair Pump #2 at Pump Station #3 – Public Works & Utilities Department/Stormwater Division

Pentair Flow Technologies, LLC Base Bid \$126,311.00

Option 2 (Deduct) <\$6,000.00>

Trailers – Public Works & Utilities Department/Fleet & Facilities Division (Deferred from February 9, 2015)
Berry Tractor & Equipment Co. Group 4 – Base Bid \$89,626.00
Group 4 – Option 1 (Deduct) <\$35,500.00>
Diesel Powered Flat Concrete Saw – Public Works & Utilities Department/Fleet & Facility Division
M6 Concrete Accessories Co., Inc. (Redirect Award) \$96,917.40

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


Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - January 16, 2015

RQ441352

FB440247		Engineer's Construction Estimate	Traffic Control Services Inc.	Cillessen & Sons	Cornejo & Sons, LLC
Schwelter Bikeway			\$95,722.28	\$68,295.00	
(Ash Street & Rivera to Central & Poplar)	BID BOND		X	X	
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Schwelter Bikeway					
(Ash Street & Rivera to Central & Poplar)	BID BOND				
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
		Engineer's Construction Estimate			
Schwelter Bikeway					
(Ash Street & Rivera to Central & Poplar)	BID BOND				
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
		Engineer's Construction Estimate			
Schwelter Bikeway					
(Ash Street & Rivera to Central & Poplar)	BID BOND				
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: _____
 REVIEWED BY: _____

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 13, 2015

RQ540145

FB540013		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Dutton Construction & Plumbing LLC	Danco Enterprises Inc.
2015 Sanitary Sewer Reconstruction Phase 1		\$248,755.00	\$181,938.85	\$218,600.00	\$229,168.00
(north of Harry, east of Seneca)	BID BOND		X	X	X
468-85017	ADDENDA	0			
(620726)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Reconstruction Phase 1		\$248,755.00			
(north of Harry, east of Seneca)	BID BOND				
468-85017	ADDENDA	0			
(620726)					
		Engineer's Construction Estimate	Wildcat Construction		
2015 Sanitary Sewer Reconstruction Phase 1		\$248,755.00			
(north of Harry, east of Seneca)	BID BOND				
468-85017	ADDENDA	0			
(620726)					
		Engineer's Construction Estimate			
2015 Sanitary Sewer Reconstruction Phase 1		\$248,755.00			
(north of Harry, east of Seneca)	BID BOND				
468-85017	ADDENDA	0			
(620726)					

CHECKED BY: Kip

REVIEWED BY: [Signature]

WATER/SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 13, 2015

RQ540146

FB540014		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90496 (735520)	Group 1	\$186,147.00	\$120,970.00	\$127,040.00	\$113,785.00
Lat 426, Four Mile Creek Sewer 468-84707 (744378)	Group 2	\$73,862.00	\$50,808.50	\$62,938.00	\$64,504.75
Lat 442, Four Mile Creek Sewer 468-84994 (744376)	Group 3	\$62,669.00	\$43,896.00	\$42,627.00	\$49,176.00
USD 259 4th Addition	BID BOND				
	ADDENDA	2			
Bid Total		\$322,678.00	215,674.50	232,605.00	227,465.75
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Danco Enterprises Inc.
Water Distribution System 448-90496 (735520)	Group 1	\$186,147.00	\$117,860.00	\$126,769.50	\$168,580.00
Lat 426, Four Mile Creek Sewer 468-84707 (744378)	Group 2	\$73,862.00	\$50,933.60	\$56,684.00	\$62,794.50
Lat 442, Four Mile Creek Sewer 468-84994 (744376)	Group 3	\$62,669.00	\$42,006.40	\$46,463.75	\$69,414.50
USD 259 4th Addition	BID BOND				X
	ADDENDA	2			
Bid Total		\$322,678.00	210,600.00	229,917.25	300,789.00
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90496 (735520)	Group 1	\$186,147.00			
Lat 426, Four Mile Creek Sewer 468-84707 (744378)	Group 2	\$73,862.00			
Lat 442, Four Mile Creek Sewer 468-84994 (744376)	Group 3	\$62,669.00			
USD 259 4th Addition	BID BOND				
	ADDENDA	2			
Bid Total		\$322,678.00			
		Engineer's Construction Estimate			
Water Distribution System 448-90496 (735520)	Group 1	\$186,147.00			
Lat 426, Four Mile Creek Sewer 468-84707 (744378)	Group 2	\$73,862.00			
Lat 442, Four Mile Creek Sewer 468-84994 (744376)	Group 3	\$62,669.00			
USD 259 4th Addition	BID BOND				
	ADDENDA	2			
Bid Total		\$322,678.00			

CHECKED BY: 
 REVIEWED BY: 

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 20, 2015

RQ540173

FB540019		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
2015 Sanitary Sewer Reconstruction Phase 2		\$299,000.00	\$167,316.00		
(north of Pawnee, east of Broadway)	BID BOND				
468-85019	ADDENDA	0			
(620737)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Reconstruction Phase 2		\$299,000.00			\$233,450.00
(north of Pawnee, east of Broadway)	BID BOND				
468-85019	ADDENDA	0			
(620737)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Danco Enterprises
2015 Sanitary Sewer Reconstruction Phase 2		\$299,000.00			\$157,095.00
(north of Pawnee, east of Broadway)	BID BOND				X
468-85019	ADDENDA	0			
(620737)					
		Engineer's Construction Estimate	Dutton Construction		
2015 Sanitary Sewer Reconstruction Phase 2		\$299,000.00	\$298,530.00		
(north of Pawnee, east of Broadway)	BID BOND		X		
468-85019	ADDENDA	0			
(620737)					

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REVIEWED BY: SM

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 20, 2015

RQ540175

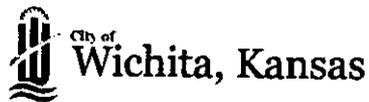
FB540021		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lat 40 Dist 'T' SS #20; Lot 36 Menlo Park Addn 468-84968 (744369)	Group 1	\$10,289.00	\$13,121.00	\$25,266.00	\$14,918.00
Latl 156 Mn 4 SS #23; Tracts in Walnut Grove Addn 468-84984 (744373)	Group 2	\$14,782.50	\$11,225.00	\$22,010.00	\$13,450.85
	BID BOND				
	ADDENDA	1			
BID TOTAL		\$25,071.50	24,346.00	47,276.00	28,368.85
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lat 40 Dist 'T' SS #20; Lot 36 Menlo Park Addn 468-84968 (744369)	Group 1	\$10,289.00	\$20,254.00		\$17,217.00
Latl 156 Mn 4 SS #23; Tracts in Walnut Grove Addn 468-84984 (744373)	Group 2	\$14,782.50	\$19,446.00		\$15,135.00
	BID BOND				
	ADDENDA	1			
BID TOTAL		\$25,071.50	39,700.00		32,352.00
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Danco Enterprises
Lat 40 Dist 'T' SS #20; Lot 36 Menlo Park Addn 468-84968 (744369)	Group 1	\$10,289.00			\$9,321.00
Latl 156 Mn 4 SS #23; Tracts in Walnut Grove Addn 468-84984 (744373)	Group 2	\$14,782.50			\$8,077.50
	BID BOND				X
	ADDENDA	1			
BID TOTAL		\$25,071.50			17,398.50
		Engineer's Construction Estimate	Dutton Construction		
Lat 40 Dist 'T' SS #20; Lot 36 Menlo Park Addn 468-84968 (744369)	Group 1	\$10,289.00	\$15,810.00		
Latl 156 Mn 4 SS #23; Tracts in Walnut Grove Addn 468-84984 (744373)	Group 2	\$14,782.50	\$17,165.00		
	BID BOND		X		
	ADDENDA	1			
BID TOTAL		\$25,071.50	32,975.00		

CHECKED BY: _____



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

Vendor Group Line

Solicitation: FB540011 **RIP-RAP 5X9 Stone, 18" & 24"** **Close Date/Time:** 2/20/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Public Works and Utilities **Responses:** 4

Vendors	Complete	Bid Total	City Comments
H-EXCAVATING LLC	Complete	\$109,478.00	Award 2/24/2015 Public Works & Utilities Department/Stormwater Division
PEARSON CONSTRUCTION LLC	Complete	\$118,294.00	
BOB BERGKAMP CONSTRUCTION CO INC	Complete	\$126,920.00	
CORNEJO MATERIALS LLC	Complete	\$136,898.80	

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

Vendor Group Line

Solicitation: FB540011 **RIP-RAP 5X9 Stone, 18" & 24"** **Close Date/Time:** 2/20/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Public Works and Utilities **Responses:** 4

Go to: 001

Line 001 | Flexible light Stone 18" Rip Rap Prices should include delivery to any of the following locations - to be determined by the City at time of order: * MacArthur Road and Hoover * Harry & Governour * Hydraulic & 37th Street South * 63rd Street South & Seneca * 85th North & Hoover Load tickets to be delivered or mailed to the Central Maintenance Facility - 1801 S. McLean Blvd.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
H-EXCAVATING LLC	1300	Ton	\$24.9000	\$32,370.00	Complete	
PEARSON CONSTRUCTION LLC	1300	Ton	\$26.8500	\$34,905.00	Complete	We will be using the KDOT specifications for Stone Rip Rap. We have also pre-qualified the quarry material thru Hannah Lang prior to bid.
BOB BERGKAMP CONSTRUCTION CO INC	1300	Ton	\$28.0000	\$36,400.00	Complete	KANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
CORNEJO MATERIALS LLC	1300	Ton	\$30.9800	\$40,274.00	Complete	

Line 002 | Flexible Heavy Stone 24" Rip Rap Prices should include delivery to any of the following locations - to be determined by the City at time of order: * MacArthur Road and Hoover * Harry & Governour * Hydraulic & 37th Street South * 63rd Street South & Seneca * 85th North & Hoover Load tickets to be delivered or mailed to the Central Maintenance Facility - 1801 S. McLean Blvd.

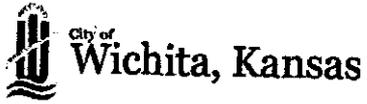
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
H-EXCAVATING LLC	2500	Ton	\$24.9000	\$62,250.00	Complete	
PEARSON CONSTRUCTION LLC	2500	Ton	\$26.8500	\$67,125.00	Complete	We will be using the KDOT specifications for the Stone Rip Rap. We have also pre-qualified the quarry material thru Hannah Lang prior to bid.
BOB BERGKAMP CONSTRUCTION CO INC	2500	Ton	\$28.0000	\$70,000.00	Complete	KANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
CORNEJO MATERIALS LLC	2500	Ton	\$30.9800	\$77,450.00	Complete	

Line 003 | 5 X 9 STONE RIP RAP FOR DITCH LINING. Prices should include delivery to any of the following locations - to be determined by the City at time of order: * MacArthur Road and Hoover * Harry & Governour * Hydraulic & 37th Street South * 63rd Street South & Seneca * 85th North & Hoover Load tickets to be delivered or mailed to the Central Maintenance Facility - 1801 S. McLean Blvd.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
H-EXCAVATING LLC	760	Ton	\$19.5500	\$14,858.00	Complete	
PEARSON CONSTRUCTION LLC	760	Ton	\$21.4000	\$16,264.00	Complete	We will be using the KDOT specifications for the Stone Rip Rap. We have also pre-qualified the quarry material thru Hannah Lang prior to bid
CORNEJO MATERIALS LLC	760	Ton	\$25.2300	\$19,174.80	Complete	
BOB BERGKAMP CONSTRUCTION CO INC	760	Ton	\$27.0000	\$20,520.00	Complete	KANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

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

Vendor Group Line

Solicitation: FB540016 **58,000 GVWR Dump Trucks**

Close Date/Time: 2/20/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 1

Vendors	Complete	Bid Total
ROBERTS TRUCK CENTER LLC DBA SUMMIT TRUCK GROUP	Complete	\$324,626.00

City Comments

Award 2-24-15 Base Bid with Options 1,2,3,6 & 7 Public Works & Utilities Dept/Fleet & Facilities Div

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

Vendor Group Line
Solicitation: FB540016 **58,000 GVWR Dump Trucks** **Close Date/Time:** 2/20/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 1
Go to:

Line 001 | Base Bid: New Current Model 58,000 GVWR Cab & Chassis with New Current Model Eighteen (18) Cubic Yard Slope Sided Dump Bed with Eighteen (18) Cubic Yard Ends to be Installed Complete (Supplement A) Cab & Chassis Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	2	Each	\$144,880.0000	\$289,760.00	Complete	2016 International 7400

Line 002 | Option 1: Air Operated Tailgate. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$0.0000	\$0.00	Complete	Included

Line 003 | Option 2: Spreader with Pre Wet System (Supplement B). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$20,254.0000	\$20,254.00	Complete	

Line 004 | Option 3: 10' Power Reversing Snow Plow (Supplement C). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$8,105.0000	\$8,105.00	Complete	per spec

Line 005 | Option 4: Additional Cost to Option 3 (Supplement C) to Provide Plow with Discharge Wings. Lump Sum Additional Cost to Option 3 per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Lump Sum	\$963.0000	\$963.00	Complete	per spec

Line 006 | Option 5: Clrus Spreadmart RX Electronic Controller, Dash Mounted (Supplement D). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$4,552.0000	\$4,552.00	Complete	per spec

Line 007 | Option 6: Engine Programmed to Shut Off After Five Minutes of Idling. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$0.0000	\$0.00	Complete	included

Line 008 | Option 7: Chalmers Rear Suspension System (No Leaf Spring Type Suspension Allowed)

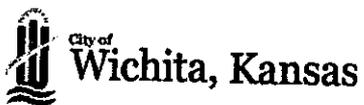
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$615.0000	\$615.00	Complete	

Line 009 | Option 8: Haul Max Rear Suspension System (No Leaf Spring Type Suspension Allowed)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	\$377.0000	\$377.00	Complete	

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

Vendor Group Line
Solicitation: FB540018 **Evergreen Library Renovation** **Close Date/Time:** 2/20/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 5

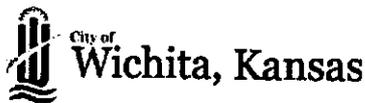
Vendors	Complete	Bid Total	City Comments
VAN ASDALE CONSTRUCTION LLC	Complete	\$172,500.00	Award 2-24-15 Base Bid with Alternates 1 & 2 Public Works & Utilities Dept./Fleet & Facilities Div.
BAUER & SON CONSTRUCTION CO INC	Complete	\$185,000.00	
PENNER CONSTRUCTION SERVICES, INC.	Complete	\$191,600.00	
SUTHERLAND BUILDERS INC	Complete	\$191,800.00	
ARAMBULA CONSTRUCTION CO INC	Complete	\$259,839.00	

BIDS ARE WITHIN ARCHITECTS ESTIMATE

Architect's Estimate: \$207,466.00

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This page summarizes bids by the totals for each group listed on the solicitation.

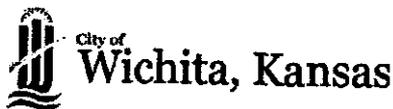
Vendor Group Line
Solicitation: FB540018 **Evergreen Library Renovation** **Close Date/Time:** 2/20/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 5
Go to:

Group 1

Vendors	Complete	Group Total Net Bid
<u>VAN ASDALE CONSTRUCTION LLC</u>	Complete	\$157,000.00
BAUER & SON CONSTRUCTION CO INC	Complete	\$164,000.00
PENNER CONSTRUCTION SERVICES, INC.	Complete	\$171,400.00
SUTHERLAND BUILDERS INC	Complete	\$177,300.00
ARAMBULA CONSTRUCTION CO INC	Complete	\$245,139.00
Group 1: Alternate 1		
SUTHERLAND BUILDERS INC	Complete	\$10,700.00
ARAMBULA CONSTRUCTION CO INC	Complete	\$10,800.00
<u>VAN ASDALE CONSTRUCTION LLC</u>	Complete	\$11,200.00
PENNER CONSTRUCTION SERVICES, INC.	Complete	\$15,200.00
BAUER & SON CONSTRUCTION CO INC	Complete	\$16,000.00
Group 1: Alternate 2		
SUTHERLAND BUILDERS INC	Complete	\$3,800.00
ARAMBULA CONSTRUCTION CO INC	Complete	\$3,900.00
<u>VAN ASDALE CONSTRUCTION LLC</u>	Complete	\$4,300.00
BAUER & SON CONSTRUCTION CO INC	Complete	\$5,000.00
PENNER CONSTRUCTION SERVICES, INC.	Complete	\$5,000.00

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

Vendor Group Line
Solicitation: FB540018 **Evergreen Library Renovation** **Close Date/Time:** 2/20/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 5
Go to:

Line 001 | Base Bid: Labor, Material, and Equipment for Evergreen Library Renovation, 2601 N. Arkansas, as per Drawings and Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN ASDALE CONSTRUCTION LLC	1	Lump Sum	\$157,000.0000	\$157,000.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$164,000.0000	\$164,000.00	Complete	
PENNER CONSTRUCTION SERVICES, INC.	1	Lump Sum	\$171,400.0000	\$171,400.00	Complete	
SUTHERLAND BUILDERS INC	1	Lump Sum	\$177,300.0000	\$177,300.00	Complete	
ARAMBULA CONSTRUCTION CO INC	1	Lump Sum	\$245,139.0000	\$245,139.00	Complete	

Line 002 | Alternate No. 1: Roof Top Units.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUTHERLAND BUILDERS INC	1	Lump Sum	\$10,700.0000	\$10,700.00	Complete	
ARAMBULA CONSTRUCTION CO INC	1	Lump Sum	\$10,800.0000	\$10,800.00	Complete	
VAN ASDALE CONSTRUCTION LLC	1	Lump Sum	\$11,200.0000	\$11,200.00	Complete	
PENNER CONSTRUCTION SERVICES, INC.	1	Lump Sum	\$15,200.0000	\$15,200.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$16,000.0000	\$16,000.00	Complete	

Line 003 | Alternate No. 2: Automatic Door Openers

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUTHERLAND BUILDERS INC	1	Lump Sum	\$3,800.0000	\$3,800.00	Complete	
ARAMBULA		Lump				

CONSTRUCTION CO INC	1	Sum	\$3,900.0000	\$3,900.00	Complete
VAN ASDALE CONSTRUCTION LLC	1	Lump Sum	\$4,300.0000	\$4,300.00	Complete
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$5,000.0000	\$5,000.00	Complete
PENNER CONSTRUCTION SERVICES, INC.	1	Lump Sum	\$5,000.0000	\$5,000.00	Complete

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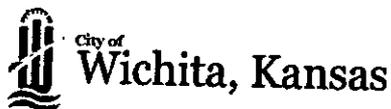
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB540004 **Repair Pump #2 at Pump Station #3** **Close Date/Time:** 2/6/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works and Utilities **Responses:** 2

Vendors	Complete	Bid Total	City Comments
PENTAIR FLOW TECHNOLOGIES LLC	Complete	\$120,311.00	Award 2/24/2015 Base Bid with Option 2 Public Works & Utilities Dept/Stormwater Division
JCI INDUSTRIES INC	Complete	\$384,500.00	

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

Vendor Group Line
Solicitation: FB540004 **Repair Pump #2 at Pump Station #3** **Close Date/Time:** 2/6/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works and Utilities **Responses:** 2
Go to:

Line 001 | Base Bid: Labor, Material, and Equipment to Repair Pump #2 at Pump Station #3 located at 5100 Southwest Boulevard as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JCI INDUSTRIES INC	1	Lump Sum	\$0.0000	\$0.00	Complete	See Options for Base Bid
PENTAIR FLOW TECHNOLOGIES LLC	1	Lump Sum	\$126,311.0000	\$126,311.00	Complete	

Line 002 | Option 1: Discharge Bowl: Repair the damaged bowl to original specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PENTAIR FLOW TECHNOLOGIES LLC	1	Lump Sum	\$0.0000	\$0.00	Complete	Not Recommended
JCI INDUSTRIES INC	1	Lump Sum	\$109,000.0000	\$109,000.00	Complete	Base Bid Included

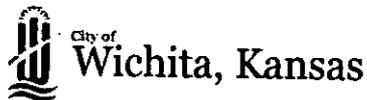
Line 003 | Option 2: Discharge Bowl: Replace the bowl with original material that meets original specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PENTAIR FLOW TECHNOLOGIES LLC	1	Lump Sum	(\$6,000.0000)	(\$6,000.00)	Complete	
JCI INDUSTRIES INC	1	Lump Sum	\$139,500.0000	\$139,500.00	Complete	Base Bid Included

Line 004 | Option 3: Discharge Bowl: Repair the damaged bowl then install stainless steel liner so all factors allow the pump to work as intended in the original specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PENTAIR FLOW TECHNOLOGIES LLC	1	Lump Sum	\$0.0000	\$0.00	Complete	Not Recommended
JCI INDUSTRIES INC	1	Lump Sum	\$136,000.0000	\$136,000.00	Complete	Base Bid Included

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

Vendor Group Line
Solicitation: FB540005 **Trailers** **Close Date/Time:** 2/6/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Group
Department: Public Works Fleet & Facilities **Responses:** 4

Vendors	Complete	Bid Total	City Comments
TRANSWEST TRUCK TRAILER RV	Complete	\$132,670.00	Does not meet specifications Group 4
KANSAS UNDERGROUND INC	Partial	\$49,697.00	Award 2/10/2015 Groups 1,2,3, & 5 Public Works & Utilities Department/Fleet & Facilities Division
BERRY TRACTOR & EQUIPMENT CO	Partial	\$54,126.00	Award 2/23/2015 Group 4 Base Bid w/opt 1 Public Works & Utilities Depart/Fleet & Facilities Div
VERDE INC	Partial	\$56,160.00	

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2015

TRANSWEST TRUCK TRAILER RV 1 Each \$3,750.0000 \$3,750.00 Complete Manufacturere Towmaster Model T-UT 2015

BERRY TRACTOR & EQUIPMENT CO No Bid.

Line 004 | GROUP 4: New Unused Current Model 110,000 # G.V.W.R. Lowboy Trailer with Detachable Gooseneck. Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TRANSWEST TRUCK TRAILER RV	1	Each	\$85,400.0000	\$85,400.00	Complete	Manufacturer Trail King Model TK110HDG Commercial 2015
BERRY TRACTOR & EQUIPMENT CO	1	Each	\$89,626.0000	\$89,626.00	Complete	Manufacturer Trail King Model 7K110HDG 2015
KANSAS UNDERGROUND INC					No Bid.	
VERDE INC					No Bid.	

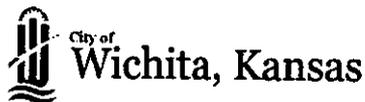
Line 005 | OPTION 1: Trade-In Allowance for 4-0480, Trailer, Low Boy, 2003, Trail King, TK110HDG, 1TKJ053373M071242. Lump Sum Deduct from Total. For Inspection of Listed Equipment Contact Mike Nordick, Fleet Maintenance Supervisor, Between the Hours of 8:00 A.M. - 3:30 P.M. Monday Through Friday at 316-268 4040

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BERRY TRACTOR & EQUIPMENT CO	1	Lump Sum	(\$35,500.0000)	(\$35,500.00)	Complete	
TRANSWEST TRUCK TRAILER RV	1	Lump Sum	(\$35,000.0000)	(\$35,000.00)	Complete	
KANSAS UNDERGROUND INC					No Bid.	
VERDE INC					No Bid.	

Line 006 | GROUP 5: New Unused Current Model All Purpose Flat Top Deck Over Tandem Axle 15,600 # G.V.W.R.Trailer. Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS UNDERGROUND INC	1	Each	\$7,998.0000	\$7,998.00	Complete	Manufacturere PJ Model LS35 2015
VERDE INC	1	Each	\$10,395.0000	\$10,395.00	Complete	Manufacturer PJ Trailers Model LSP3572BSFK Lo Pro Flat Deck with Singles
TRANSWEST TRUCK TRAILER RV	1	Each	\$14,995.0000	\$14,995.00	Complete	Manufacturer Towmaster Model TC-16 2015
BERRY TRACTOR & EQUIPMENT CO					No Bid.	

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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: FB540006 **Diesel Powered Flat Concrete Saw** **Close Date/Time:** 2/6/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 4

Vendors	Complete	Bid Total	City Comments
WHITE STAR MACHINERY & SUPPLY	Complete	\$89,340.00	Does not meet specifications
M6 CONCRETE ACCESSORIES CO INC	Complete	\$96,917.40	Redirect Award 2/23/2015 Public Works & Utilities Department/Fleet & Facilities Division
D & D EQUIPMENT & SALES INC	Complete	\$105,024.00	
ANDOVER AUTO PARTS INC	In-Complete	\$0.00	

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 24, 2015**

- a. Water Distribution System to serve Tyler's Landing 5th Addition (east of Tyler, south of 37th Street North) (448-90655/735524/470197) Does not affect existing traffic. (District V) - \$93,000.00
- b. Lateral 35, Main 19, Southwest Interceptor Sewer to serve Tyler's Landing 5th Addition (east of Tyler, south of 37th Street North) (468-85006/744384/480076) Does not affect existing traffic. (District V) - \$125,000.00
- c. Rockhill Street from the northeast corner of Lot 46, Block 2 to the northeast corner of Lot 10, Block 4 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (472-85057/766323/490344) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$148,960.00
- d. Storm Water Sewer No. 668 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (468-84834/751528/485419) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$29,260.00

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 24, 2015**

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve USD 259 4th Addition (District II) (468-84707/744378/480-070) – Total Estimated Cost \$100,050.

To the City Council
Wichita, Kansas

Date of CC 2/24/2015
(OCA/PROJ) 744378/468-84707
(PPN) 480-070

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

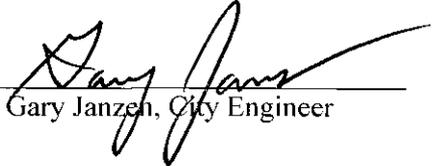
PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve USD 259 4th Addition (District II).

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 \$100,050

CITY OF WICHITA
STATE OF KANSAS) SS

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



Gary Janzen, City Engineer

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

City Clerk

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve USD 259 4th Addition (District II) (468-84707/744378/480-070) – Total Estimated Cost \$100,050.

Page _____

Exhibit _____

DEEDS AND EASEMENTS – FEBRUARY 24, 2015

- a. Storm Water Drainage and Detention Basin Improvements Easement dated January 27, 2015, from Slawson Commercial Properties, LLC, for a pond lying within Reserves B and C, Glen Meadows Second Addition, an addition to Wichita, Sedgwick County, Kansas. (OCA No. 751522) No cost to City. OCA [751522](#).

**PERMANENT STORMWATER DRAINAGE & DETENTION BASIN
IMPROVEMENTS EASEMENT**

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on this ___ day of _____ 201~~4~~, by and between Slawson Commercial Properties, LLC "Developer" or "Grantor") and The City of Wichita, Kansas (the "City" or "Grantee"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as Reserves B and C, Glen Meadows 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (hereinafter, the "Subject Property"); and

WHEREAS, the Developer desires to grant to the City a permanent easement upon, over and under that portion of the Subject Property, for the construction and permanent location of storm water mitigation, drainage and detention facilities, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer and City, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of both the City and any property owners' association representing successive owners of the Subject Property or any portion(s) thereof, an easement upon, over and under that portion of the Subject Property (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property.

2. Reservation of Rights. The Developer hereby expressly reserves for itself, its successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.

3. Maintenance; Taxes. After the construction of the above-referenced storm water mitigation, drainage and detention facilities, and the acceptance of the same by the City, the Developer and its successors shall assume responsibility for the operation, maintenance and repair of the private facilities in compliance with all applicable codes and regulations, and without any contribution from the City. Developer and its successors agree to assume all liability and hold harmless the City for claims or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach relating to the privately maintained facilities. Furthermore, the Developer, its heirs, successors and assigns, hereby waive and release the City from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein, and agree to pay all taxes, special assessments or installments thereof on the Subject Property, for which the City shall have no liability.

4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to maintain the Subject Property or fail in any manner to fulfill its obligation relating to said Subject Property, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City of Wichita may serve a written Notice of Delinquency upon the owner of the Property setting forth the manner in which the owner of the Property has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the owner of the Property may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, may enter upon said Subject Property and perform the obligations listed in the Notice of Delinquency. Should the owner of the Property, and any future successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the City Manager to contest the proposed assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to determination.

If the City, in its sole discretion, believes an emergency situation exists, the City shall make a reasonable attempt to notify the Developer, but if the City is unsuccessful in notifying the Developer, it may operate, maintain or repair any of the facilities without any prior written notice to the Developer and the Developer or its successors shall be responsible for reimbursing the City for its costs incurred in such repair. All costs incurred by the City of Wichita in carrying out the obligations of the owner of the Property may be assessed against said Subject Property in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Subject Property. In the event that substitute facilities are constructed within the easement by the City or the Developer, the ownership of such facilities will remain in or vest in the City, and the respective rights as responsibilities of the parties with respect to the subsequent operation and maintenance of those facilities will be the same as with respect to the original facilities.

5. Developer's Negative Covenants. The Developer shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that would impede or impair the flow and retention of storm water drainage as designed. The Developer shall not place any fill or construct any object or facility which would reduce the volume of the detention basin(s) as shown on the approved construction plans for the development of the Subject Property, and shall not construct, plant, place or cause to be placed within the easement hereinabove granted any obstacle of a permanent nature that would impede or impair the flow and retention of storm water drainage, as designed, without first receiving the City's written consent.

6. No General Public Use. The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

7. Grants and Agreements. The Parties hereby declare that this Agreement, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the Subject Property and benefiting and binding the same as set forth herein, and shall be binding upon all present and future owners thereof.

8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

9. Recording. A fully-executed original of this Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Subject Property, as the same is platted as the date hereof, by either the Developer or the City (or their successors and assigns).

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the date set forth above.

Name of Property Owner:
APPROVED AS TO FORM

DAVID A. HAMBRIK
(Print)
[Signature]
(Sign)
VICE PRESIDENT
(Title) Slawson Commercial Properties, LLC

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

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

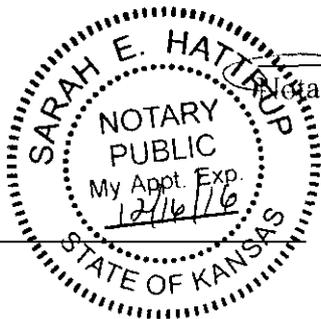
STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 16th day of October, 2014, before me, the undersigned, a Notary Public in and for said county and state, came David A. Hambrick, the Vice President of Slawson Commercial Properties, LLC, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of Slawson Commercial Properties, LLC having full authority to do so.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Notary Public



My Commission Expires: _____

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: Community Events – 2015 Food Trucks at the Fountains (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Kary Taylor, is coordinating the 2015 Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2015 Food Trucks at the Fountains March 29, 2015 11:00 am – 3:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: Community Events – Battle of the Bean 5K (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Caleb Teague, KC Running Company, is coordinating the Battle of the Bean 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Battle of the Bean 5K February 28, 2015 8:00 am – 10:00 am

- Emporia Avenue, Douglas Avenue to First Street
- First/Second Streets, Emporia Avenue to Walnut Street
- Walnut Street, Second Street to Sycamore Street
- Sycamore Street, Second Street to Burton Street
- Douglas Avenue, McLean Boulevard to Sycamore Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Agreement with the City of Goddard for Improvements to Kellogg, from 135th to 151st Streets West (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the agreement.

Background: On June 10, 1997, the City Council approved a design agreement for the expansion of West Kellogg to a six-lane freeway. Frontage roads along Kellogg are included in the improvements. The City of Goddard owns three domestic waterline services and one fire hydrant on the north side of Kellogg at various locations throughout the project limits. These services are located within public right-of-way and the City of Wichita Water Utility service area, and must be removed to allow construction of the Kellogg frontage road from 135th to 151st Streets West.

Analysis: The proposed agreement between the cities of Goddard and Wichita provides that the City of Goddard will abandon the services that cross Kellogg between 135th and 151st Streets. The City of Wichita will remove the services and be responsible for all associated costs, but will not be held liable for any claims for damage to facilities owned by the City of Goddard within the project limits. All future water customers located north of the frontage road will be served by the Wichita Water Utility. The City of Goddard will be responsible for any future maintenance or repair of its waterline.

Financial Considerations: The estimated cost to remove the waterline services and the fire hydrant is \$1,515. Water Utility funding is available in the existing budget, which was approved by the City Council on August 28, 2012.

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

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

Attachments: Agreement.

Water Utility Agreement

Dated: 1/20/2015
City of Wichita Project: 448-90578

General Location: US 54/400 (Kellogg Avenue) between 135th Street and 151st

THIS AGREEMENT is entered into between the City of Wichita, Kansas (Wichita) and City of Goddard, Kansas (Goddard)

WHEREAS, Wichita proposes waterline improvements associated with the Kellogg Frontage between 135th and 151st, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, Goddard is owner of three domestic waterline services and one fire service located on the north side of Kellogg at various locations throughout the project limits, as shown on the Project Plans (services) and these services are located within the existing public right-of-way, in whole or in part, and

WHEREAS, Goddard's domestic and fire services need to be removed to protect the Kellogg improvements and the services are currently located within the Wichita Water Utility service area.

NOW THEREFORE, it is agreed by and between Wichita and Goddard as follows:

1. Goddard requests that Wichita shall remove (and Goddard will abandon) all services of the Goddard waterline that cross mainline Kellogg between 135th & 151st. This work shall be completed in accordance with current standards and Wichita shall allow Goddard to inspect the work. The three domestic service lines serve a property at 14700 W. Highway 54, owned by Wichita Friends School Inc., a property at 14528 W. Highway 54, owned by The James R Perkins Trust, and a property at 14508 W. Highway 54, owned by The James R Perkins Trust. The fire service also serves a property at 14700 W. Highway 54. Goddard shall not be responsible for any cost associated with this work, but agrees to indemnify and hold Wichita harmless from any and all claims for damage to Goddard's facilities within the project limits.
2. Wichita will be responsible for all costs of the work for the removal and abandonment of the three domestic services and the one fire service currently connected to the Goddard waterline that cross main line Kellogg. Wichita shall deliver any reusable parts removed from the Goddard service lines (fire hydrants, water meters, water meter cans, etc.) to Goddard. Wichita shall serve all future customers on the north side of Kellogg between 135th & 151st.
3. Any future maintenance or repair of the Goddard waterline is the responsibility of Goddard.

Executed this ___ day of _____, 2014

City of Wichita

City of Goddard

By: _____

By: Marcy Gregory

Title: Mayor

Title: Title: Mayor

Attest: _____

Attest: _____

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Take or Pay Provision on Derby Water Sales (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Authorize the necessary signatures for a letter of agreement that temporarily modifies the wholesale water sales contract between El Paso Water Company, Inc., City of Derby and City of Wichita dated June 5, 2001.

Background: The City of Wichita entered into agreement with El Paso Water Company and the City of Derby on June 5, 2001. The contract states that El Paso Water Company agrees to take and pay for or to pay for as tendered, and Wichita agrees to supply, on an annual basis 100 percent of the potable water supplied by El Paso to its domestic, commercial and industrial customer through its existing distribution system (Articles 3.1, 3.3 and 6.5). The provision was modified by the City Council on March 25, 2014 to reduce the threshold to 50% for one year only. That modification expired at the end of 2014.

Analysis: Currently, El Paso Water Company Inc. is the only wholesale water contract that has a 100 percent “take or pay” provision. All other wholesale water contracts “take or pay” provisions are set at 50%. At this time, no long-term modifications to any “take or pay” provisions are being proposed while analysis is being conducted. However, it is proposed that the City of Wichita extend the modification through December 31, 2015. Doing so will encourage conservation from the City’s largest water user.

Financial Considerations: Any water conservation will reduce revenues. However, the water rates are based on a conservative estimate of water usage that plans for modest levels of conservation from customers. This protects ratepayers from price spikes due to conservation. Therefore, this action would not affect water rates.

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

Recommendations/Actions: It is recommended that the City Council authorize necessary signatures to temporarily modify wholesale water sales contact between El Paso Water Company, Inc., City of Derby and City of Wichita dated June 5, 2001.

Attachments: Letter of Agreement.



Department of Public Works & Utilities

February 24, 2015

Kathy Sexton
El Paso Water Company, Inc., President
611 Mulberry
Derby, KS 67037

RE: Take or Pay Provision

Dear Ms. Sexton,

Last year, a modification was made to the "take or pay" provision (Articles 3.1, 3.3 and 6.5) concerning the wholesale water agreement between El Paso Water Company, Inc., City of Derby and City of Wichita dated June 5, 2001, for the period of January 1, 2014 through December 31, 2014.

Currently, no long-term modifications are being made to the "take or pay" provisions pending an analysis of water supply needs. However, the City of Wichita has agreed to further extend the previous modification. Therefore, the "take or pay" provision has been reduced from 100% to 50% through December 31, 2015. The El Paso Water Company Inc. and the City of Derby will continue to be bound by all other terms of the wholesale water sales agreement with the City of Wichita.

If you are in agreement with these terms, please acknowledge by providing signatures for the president of El Paso Water Company, Inc and the governing body of the City of Derby on a copy of this letter and return to:

Public Works & Utilities – Business Operations
City of Wichita
455 N Main
Wichita, KS 67202

Sincerely,

Ben Nelson
Strategic Services Manager

Office of the Director

City Hall • Eighth Floor • 455 North Main • Wichita, Kansas 67202-1606

T 316.288.4422 W www.wichitagov.org



Department of Public Works & Utilities

February 25, 2015

The Board of Directors for the El Paso Water Company, Inc. and the City of Derby accepts the terms of the limited reduction of the take or pay provision from 100 percent to 50 percent for a term of January 1, 2015 to December 31, 2015

City of Wichita, Kansas

BY: _____

PRINT NAME: _____

DATE: _____

ATTEST:

Karen Sublett, City Clerk

El Paso Water Company, Inc.

BY: Kathleen B. Sexton

PRINT NAME: KATHLEEN B. SEXTON

DATE: 1-28-2015

City of Derby, Kansas

BY: Kathleen B. Sexton

PRINT NAME: KATHLEEN B. SEXTON

DATE: 1-28-2015

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim Director of Law

Sharon Dickgrafe, Interim Director of Law

Office of the Director

City Hall • Eighth Floor • 455 North Main • Wichita, Kansas 67202-1606

T 316.268.4422 W www.wichitagov.org

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Waterline Improvements on Westfield Street, from Douglas to Rolling Hills (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the selection and contract.

Background: On December 2, 2014, the City Council approved a petition for waterline improvements, including the use of a design-build process, on Westfield Street from Douglas to Rolling Hills.

Analysis: On January 21, 2015, the Staff Screening and Selection Committee interviewed two contractors, selecting the design-build team of Baughman Company-Mies Construction. Selection was based on the team's experience with previous waterline and design-build projects, proposed cost, approach to the project, and ability to meet the required timeline.

Financial Considerations: The cost of the proposed agreement is \$81,625. Funding is available in the existing budget, which was approved by the City Council on December 2, 2014, and is funded by special assessments (73.8%) and the Water Utility (26.2%). The City's portion will be funded by future revenue bond sales or Water Utility cash reserves.

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

Recommendation/Action: It is recommended that the City Council approve the selection, approve the contract, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Contract.

AGREEMENT FOR DESIGN-BUILD SERVICES

Design-Build An 8" Waterline Along Westfield Avenue

AGREEMENT made as of the **22nd day of January** in the year **2015**

BETWEEN the Owner:

City of Wichita
455 N Main
Wichita, Kansas 67202

and the Design-Builder:

Mies Construction Inc
1919 Southwest Blvd
Wichita, Kansas 67213

for the following Project:

Design-Build An 8" Waterline Along Westfield Avenue as outlined in FP440079 and supporting documents added as exhibits to this Agreement.

The Owner and Design-Builder agree as follows:

ARTICLE 1 DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits. The Design-Build Documents shall not be construed to create a contractual relationship of any kind: (1) between the engineer and Owner; (2) between the Owner and a Contractor or Subcontractor; or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Design-Builder to prepare or review and/or certify the plans and Specifications. An enumeration of the Design-Build Documents appears in Article 8.

§ 1.2 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 This Agreement may be amended or modified only by a Modification. A Modification is: (1) a written amendment to the Design-Build Contract signed by both parties; (2) a Change Order signed by both parties; or (3) a written order for a minor change in the Specifications issued by the Owner that has no effect on total cost or project duration.

ARTICLE 2 WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully perform the work in accordance with the Specifications attached to this Agreement unless otherwise modified. The work shall generally include:

§ 2.1.1 All building structure design and construction, and equipment, systems and appurtenances attached thereto;

§ 2.1.2 All sub-grade, pavement, drainage, elevation and utility design drawings, including stormwater detention and installation of clarifier, if required, which shall be reviewed and stamped by a civil engineer (PE) licensed in the state of Kansas.

ARTICLE 3 BONDS

Design-Builder further agrees to maintain the work for a period of two (2) years from date of the completion and acceptance of same by the City of Wichita, this maintenance to be done and performed by said Design-Builder without any expense to the Owner whatever.

Design-Builder shall furnish the Owner a good and sufficient bond guaranteeing the completion of the work and every part thereof according to the specifications and the bid of said Design-Builder and the terms of this Agreement; conditioned further, for the maintenance of said improvements as hereinbefore provided; and conditioned further, upon the holding of the City of Wichita harmless in all claims and suits for damages as specified in this Agreement.

Design-Builder shall furnish a bond to the State of Kansas in the total amount of this Agreement, conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

ARTICLE 4 COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION

§ 3.1 The date of commencement shall be the date of this Agreement unless provision is made for the commencement date to be fixed in a notice-to-proceed issued by the Owner.

§ 3.2 The Work Time shall be measured from either the date of commencement, or notice-to-proceed if later than the Agreement date, subject to adjustments of this Work Time. If the Design-Builder fails to achieve completion of the work by the date(s) determined in this part, it is understood and the Design-Builder hereby agrees that deductions may be made from the moneys due the Design-Builder, to a maximum of the contract price, for each calendar day any work remains incomplete, not as a penalty or as retainage but as liquidated damages. Design-Builder will not be liable if performance failure arises out of causes beyond its control and without fault or negligence of the DESIGN-BUILDER (e.g., acts of God, war, fires, floods, freight embargoes), but ordinary weather delays shall not be used to extend the deadline set in this part. If the damages so calculated exceed the amount yet to be paid the Design-Builder, the Design-Builder shall remain liable for the difference, and shall timely pay that obligation.

§ 3.3 The Design-Builder agrees that the completion date is April 10, 2015 for all work except sodding. Sodding shall be completed by July 31, 2015.

§ 3.4 The Design-Builder agrees to achieve Final Completion on or before the expiration of **thirty (30) CALENDAR DAYS** after the date of Substantial Completion.

§ 3.5 The Owner reserves the right to issue a notice-to-proceed for ordering of materials, and a second notice-to-proceed for the start of construction. In such case, the date of commencement

shall be the notice-to-proceed for the start of construction.

§ 3.6 Liquidated damages may be assessed against the Design-Builder for failure to complete the work within the times specified in the amount of:

Completion THREE HUNDRED DOLLARS (\$300.00) PER CALENDAR DAY

Liquidated damages shall bear interest from the day they arise at the rate of 18% per annum. Design-Builder acknowledges that payment of liquidated damages by set off from retainage avoids these interest charges, and is to its advantage. Therefore, Design-Builder hereby authorizes such set-off, should an instance arise that in the opinion of the Owner triggers the obligation for liquidated damages. Such set-off shall thereafter not be considered retainage, but may be challenged, if required, only as an independent equitable obligation, separate and distinct from the public construction contract.

ARTICLE 5 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Agreement. The Contract Sum shall be a Stipulated Sum in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 Unit prices are as follows:

Line #	Bid Item Description	Quantity	UM	Unit Price	Extension
	LUMP SUM BID ITEMS (735518)				
1	Engineering Services	1	ea	\$6,655.00	\$6,655.00
2	Site Clearing	1	LS	\$500.00	\$500.00
3	Site Restoration	1	LS	\$1,400.00	\$1,400.00
4	Sodding	1	LS	\$750.00	\$750.00
5	Traffic Control	1	LS	\$1,000.00	\$1,000.00
	MEASURED QUANTITY BID ITEMS (735518)				
6	Pipe, WL 8"	1,610	lf	\$39.00	\$62,790.00
7	Pipe, WL 8" (DACL)	10	lf	\$38.50	\$385.00
8	Fire Hydrant Assembly	2	ea	\$3,350.00	\$6,700.00
9	Pipe, Casing (18" ID min.)	22	lf	\$.01	\$.22
10	Valve Assembly, Anchored 8", Special	1	ea	\$1,350.00	\$1,350.00
11	BMP, Silt Fence	50	lf	\$1.00	\$50.00
12	BMP, EC Mat	30	sy	\$1.50	\$45.00
				Total	\$81, 625.22

§ 4.3.1 The Design-Builder hereby agrees that applicable additions and/or deductions, if requested by the Owner, to the work shall be based upon unit prices, as applicable, identified in Section § 4.2.1 above.

§ 4.4 Changes in Work

§ 4.4.1 Adjustments of the Contract Sum on account of changes in work may be determined only by a Modification, including: (1) a written amendment to the Design-Build Contract signed by both parties; or (2) a Change Order signed by both parties.

ARTICLE 6 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Agreement.

§ 5.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment to the Design-Builder not later than thirty (30) calendar days from the date an Application for Payment is received.

§ 5.1.4 The Design-Builder shall submit each application for payment in the format and detail and with the supporting documents required by Owner, along with other required reporting data.

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made either a) a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; b) exhaustive or continuous on-site inspections; or c) examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. (If approved in advance by the Owner, suitably stored at a location agreed upon in writing.)

§ 5.2 Progress Payments

§ 5.2.1 Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment. Payment shall be 95% of the sums indicated in the application, to allow a 5% retainage.

§ 5.2.2 Subject to the terms and conditions of ARTICLE 5, final (100%) of the amount of the purchase order for the total project cost shall be made upon successful completion of the project. Successful Final Completion requires satisfaction of all contractual and regulatory reporting requirements. Partial or progress payments shall be made no more frequently than monthly as set forth in Section § 5.1.

§ 5.2.3 The purchase of all materials associated with this project are sales tax exempt under the laws of the State of Kansas, and the Owner shall not pay to the Design-Builder any sales tax for materials, materials or services purchase. A Sales Tax Exemption Certificate shall be provided to the Design-Builder by the Owner.

§ 5.3 Final Payment

§ 5.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 calendar days after the Design-Builder has fully performed the Design-Build Contract, including satisfaction of all reporting requirements, except for the Design-Builder's responsibility to correct non-conforming work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 7 DISPUTE RESOLUTION

§ 6.1 The Design-Builder agrees, notwithstanding anything to the contrary contained in the bid documents or the Agreement to be awarded herein, that the Owner shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Agreement to be awarded herein between the two parties shall be null and void.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 7.1 Design professionals and consultants engaged by the Design-Builder shall be persons or entities experienced, qualified and duly licensed to practice their professions in the state of Kansas.

§ 7.2 The Design-Builder's Designated Representative shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.3 Design-Builder's Designated Representative shall not be changed without ten (10) days written notice to the other party. Design-Builder will change its designated representative upon 10 days request made by Owner.

§ 7.4 The Design-Builder understands and agrees that all representations, certifications and assurances made by the Design-Builder within the initial proposal and addenda, if any, shall apply under this Agreement as if fully rewritten herein.

§ 7.5 The Design-Builder, in performing the work required under this Agreement, agrees to comply with the provisions of the Non-Discrimination Equal Employment

Opportunity/Affirmative Action Program requirements of the City of Wichita attached hereto as Exhibit A and incorporated herein by reference.

§ 7.6 For good cause, and as consideration for executing this Agreement, the Design-Builder, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the owner all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the owner pursuant to this Agreement.

§ 7.7 Design-Builder understands that it shall be solely responsible for the design of the Project and the means, methods, techniques, sequences and procedures of construction in connection with completion of the work. Design-Builder warrants the design and construction to be free from negligent errors and omissions, both for itself and all its subcontractors.

§ 7.8 The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

§ 7.9 The Design-Builder understands all Agreement documents are the property of the owner and shall not be used by the Design-Builder for any purpose other than the work to be performed under this Agreement.

§ 7.10 Warranty

§ 7.10.1 Design-Builder Warranty: Warranty entire project for a period of two (2) years. Warranty begins at final acceptance by Owner. The Warranty shall be in a form proposed by Design-Builder, subject to the reasonable approval of Owner.

§ 7.10.2 Project Warranty: Provide signed and approved written project warranty form to Owner prior to project start date, which shall be incorporated as part of the Design-Build Documents. Provide two (2) copies of signed, written project warranty on the approved form to Owner within 30 days of final acceptance.

§ 7.10.3 Provide Owner with two (2) copies of all written standard or extended warranties as provided by manufacturers for equipment and building materials, conveyed or transferred in the name of Owner.

§ 7.11 Insurance

Design-Builder 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 or higher amounts if required by the Owner in the Agreement. Insurance shall be furnished by a company meeting the reasonable approval of Owner.

Insurance certificates shall be issued on a standard ACORD form 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 approved by the Owner, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received by

the Owner prior to the commencement of work.

All insurance certificates will state that all coverages are in effect and shall not be cancelled or non-renewed without providing Owner, as Additional Insured, the same notice provided under the policy terms to Design-Builder. The Owner reserves the right to request and receive for review certified copies of any and all insurance policies to which this Agreement is applicable prior to commencement of work. The failure of Owner to reject the Design-Builder's certificate of insurance shall not be deemed to constitute an acceptance by the Owner of a deficient certificate of insurance. If the Design-Builder fails to procure or maintain any of the specified coverages the Owner has the right, but not the obligation, to secure the coverage and charge the cost to the Design-Builder along with a 20% administrative fee.

The Design-Builder shall be responsible for determining the types and limits of insurance coverage required by their subcontractors. At a minimum, subcontractors shall carry Workers' Compensation, commercial general liability or professional liability insurance, as appropriate (minimum of \$1,000,000 per occurrence) and commercial automobile liability (minimum of \$1,000,000 combined single limit). Design-Builder shall require in their subcontracts that the Wichita Airport Authority, City of Wichita and others as may be required by Agreement shall be added as primary and non-contributory additional insureds (including completed operations) on the subcontractors commercial general liability policy, commercial automobile liability policy and excess liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the Design-Builder's obligations or liability under this Agreement or as a matter of law.

Insurance shall include the following terms and conditions:

Workers' Compensation

Design-Builder shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas and when applicable to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

Employers Liability Limits	\$1,000,000/\$1,000,000/\$1,000,000
Workers' Compensation	Statutory amounts

Commercial Automobile Liability

Design-Builder shall maintain commercial automobile insurance, including contractual liability coverage. Coverage shall include all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits as outlined herein. An MCS-90 endorsement shall be procured, when applicable.

Combined Single Limit	\$1,000,000 Each Accident
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Commercial General Liability

Design-Builder shall maintain Commercial General Liability Insurance on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and Personal and Advertising Injury. Minimum limits, as outlined herein, shall be:

General Aggregate (per project)	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Design-Builder must use ISO Form CG 00 01 or its equivalent with no amendments to the definition of an insured contract. The General Aggregate shall apply on a per project basis. Policy shall include a separation of insureds clause. The City of Wichita shall be added as a non-contributory additional insured (including completed operations).

Umbrella/Excess Liability Coverage

The Design-Builder shall provide minimum Umbrella/Excess liability limits (excess of Commercial General Liability and Commercial Automobile Liability) of:

Each Occurrence Limit	\$2,000,000
Annual Aggregate Limit	\$2,000,000

Professional Liability Coverage

The Design-Builder shall provide minimum professional liability limits of:

Each Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$1,000,000

Such coverage shall protect the Design-Builder from damages resulting from the negligent acts of the Design-Builder, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be subject to a deductible of no more than \$10,000.00, or such greater amount as may be approved by Owner in its discretion after review of Design-Builder's financial documentation.

§ 7.12 The Design-Builder shall comply with all federal, state and local laws, statutes, regulations and ordinances which may pertain to the providing of services under this Agreement.

§ 7.13 General Provisions.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, 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, 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 Owner shall be delivered as follows:

**Gary Janzen, City Engineer,
City of Wichita
455 N Main
Wichita, Kansas 67202**

Until any such change is made, notices to Design-Builder shall be delivered as follows:

**Mies Construction, Inc.
1919 Southwest Blvd
Wichita, KS 67213**

Captions. The captions/headings of the several 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. If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party shall not be affected thereby.

Waiver of Claims. Design-Builder hereby waives any claim against Owner and its officers or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. The parties waive all claims against each other for incidental and consequential damages to include lost profits or revenues, equipment rental, office overhead, etc.

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 herein 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 employees of Owner 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.

Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the

context otherwise requires.

Relationship of the Parties. It is understood that Design-Builder is not in any way or for any purpose a partner or joint venturer with or an agent of Owner. Design-Builder shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. Owner and Design-Builder 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.

- § 8.1 The Design-Build Documents are enumerated as follows:
- § 8.1.1 The Supplementary and other Conditions of the Agreement are as follows:
- § 8.1.2 Request for Proposals FP440079
- § 8.1.3 The Design-Builder's Proposal, dated January 5, 2015
- § 8.1.4 **Exhibit A NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS
STATEMENT FOR CONTRACTS OR AGREEMENTS**
- § 8.1.5 **Exhibit B PERFORMANCE/MAINTENANCE BOND**
- § 8.1.6 **Exhibit C SURETY BOND**
- § 8.1.7 **Exhibit D Approved form of Design-Builder's Warranty**

This Agreement entered into as of the day and year first written above.

City Of Wichita (Owner)

Mies Construction, Inc (Design-Builder)

Carl Brewer, Mayor

Signature

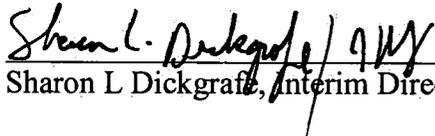
Attest:

Karen Sublett, City Clerk

Print Name

Title (President or Corporate Officer)

Approved as to form:



Sharon L Dickgraft, Interim Director of Law and City Attorney

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council Members
SUBJECT: Repair or Removal of Dangerous and Unsafe Structures
(Districts I, III, and IV)
INITIATED BY: Metropolitan Area Building and Construction Department
AGENDA: Consent

Recommendations: Adopt resolutions scheduling a public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On February 2, 2015, the Board of Building Code Standards and Appeals conducted hearings on the properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 357 N. Pennsylvania	I
b. 438 N. Bleckley	I
c. 1611 N. Hillside	I
d. 6105 S. Minnesota	III
e. 1448 S. Handley	IV
f. 1733 S. Hiram	IV

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on April 7, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **357 N. PENNSYLVANIA** and legally described as: **LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **April 7, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 51 x 36 feet in size. Vacant and open, this structure has shifting and cracking block basement walls with missing blocks; rotted and missing wood siding; sagging and badly worn composition roof; dilapidated front porch; and rotted soffits, fascia and wood trim.

(b) Street Address: 357 N. PENNSYLVANIA

**(c) Owners:
R & D Builders & Associates LLC
PO Box 7631
Warner Robins, GA 31095**

(d) Resident Agent: None

(e) Occupant: None

**(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203**

**Chris McElgunn, Attorney
301 N Main #1600
Wichita, KS 67202**

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: February 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 357 N. PENNSYLVANIA

LEGAL DESCRIPTION: LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 51 x 36 feet in size. Vacant and open, this structure has shifting and cracking block basement walls with missing blocks; rotted and missing wood siding; sagging and badly worn composition roof; dilapidated front porch; and rotted soffits, fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date _____

Director

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **357 N. PENNSYLVANIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **357 N. PENNSYLVANIA**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 51 x 36 feet in size. Vacant and open, this structure has shifting and cracking block basement walls with missing blocks; rotted and missing wood siding; sagging and badly worn composition roof; dilapidated front porch; and rotted soffits, fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **438 N. BLECKLEY** and legally described as: **THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **April 7, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 25 x 70 feet in size. Vacant and open, this structure has been damaged by fire. It has fire damaged roof with holes; fire damaged rafters and joists; fire damaged siding; exposed framing members; and the 25 x 35 foot accessory garage is deteriorated.

(b) Street Address: 438 N. BLECKLEY

**(d) Owners:
Mark E. Keller and Kelly C. Keller
220 DD Rd St
Palco, KS 67657**

(d) Resident Agent: None

(e) Occupant: None

**(f) Lienholders of Record:
JP Morgan Chase Bank
700 Kansas Lane, MC 8000
Monroe, LA 71203**

**Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203**

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: February 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 438 N. BLECKLEY

LEGAL DESCRIPTION: THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25 x 70 feet in size. Vacant and open, this structure has been damaged by fire. It has fire damaged roof with holes; fire damaged rafters and joists; fire damaged siding; exposed framing members; and the 25 x 35 foot accessory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date _____

Director

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 438 N. BLECKLEY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, commonly known as: 438 N. BLECKLEY, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 25 x 70 feet in size. Vacant and open, this structure has been damaged by fire. It has fire damaged roof with holes; fire damaged rafters and joists; fire damaged siding; exposed framing members; and the 25 x 35 foot accessory garage is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1611 N. HILLSIDE** and legally described as: **LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **April 7, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one and one-half story frame dwelling about 24 x 41 feet in size. Vacant and open, this structure has been badly damaged by fire. It has badly shifting block basement walls with missing blocks; severely cracking stucco siding; fire damaged and badly deteriorated tile roof with holes; deteriorated front and rear porches; fire damaged framing members and wood trim; and the 19 x 19 foot accessory structure is dilapidated.

(b) Street Address: 1611 N. HILLSIDE

(e) Owners:
Darlene Cooper
POST ON PROPERTY

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

State of Kansas Revenue Dept Tax Liens
915 SW Harrison
Topeka, KS 66612

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: February 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1611 N. HILLSIDE

LEGAL DESCRIPTION: LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 24 x 41 feet in size. Vacant and open, this structure has been badly damaged by fire. It has badly shifting block basement walls with missing blocks; severely cracking stucco siding; fire damaged and badly deteriorated tile roof with holes; deteriorated front and rear porches; fire damaged framing members and wood trim; and the 19 x 19 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

Director

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1611 N. HILLSIDE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **1611 N. HILLSIDE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 24 x 41 feet in size. Vacant and open, this structure has been badly damaged by fire. It has badly shifting block basement walls with missing blocks; severely cracking stucco siding; fire damaged and badly deteriorated tile roof with holes; deteriorated front and rear porches; fire damaged framing members and wood trim; and the 19 x 19 foot accessory stucture is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **6105 S. MINNESOTA** and legally described as: **LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **April 7, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one and one-half story frame dwelling about 60 x 27 feet in size. Vacant for unknown length of time, this structure has rotted and missing hardboard siding; badly deteriorated, sagging roof, with holes; dilapidated porches and steps; rotted framing members and wood trim; and the 40 x 20 foot accessory structure and 8 x 10 foot metal shed are dilapidated.

(b) Street Address: 6105 S. MINNESOTA

**(f) Owners:
Gary Neal Ridling and Marilyn S. Shonts
129 E. English
Derby, KS 67037**

(d) Resident Agent: None

(e) Occupant: None

**(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203**

**Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202**

**Beneficial Mortgage Company of Kansas
1855 S. Rock Rd Suite 111
Wichita, KS 67207**

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: February 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 6105 S. MINNESOTA

LEGAL DESCRIPTION: LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 60 x 27 feet in size. Vacant for unknown length of time, this structure has rotted and missing hardboard siding; badly deteriorated, sagging roof, with holes; dilapidated porches and steps; rotted framing members and wood trim; and the 40 x 20 foot accessory structure and 8 x 10 foot metal shed are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date _____

Director

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 6105 S. MINNESOTA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS, commonly known as: 6105 S. MINNESOTA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 60 x 27 feet in size. Vacant for unknown length of time, this structure has rotted and missing hardboard siding; badly deteriorated, sagging roof, with holes; dilapidated porches and steps; rotted framing members and wood trim; and the 40 x 20 foot accessory structure and 8 x 10 foot metal shed are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1448 S. HANDLEY** and legally described as: **LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **April 7, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one and one-half story frame dwelling about 66 x 53 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing hardboard siding; badly worn roof with holes and missing section; exposed, rotted flooring; deteriorated front and rear porches; rotted framing members; and rotted fascia, soffit and wood trim.

(b) Street Address: 1448 S. HANDLEY

(g) Owners:
Carl Coffman aka: Carlos Coffman
Per Guardian Martin W. Bauer and Kathleen Coffman
100 N. Broadway Suite #500
Wichita, KS 67202

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(o) Mortgage Holder(s): None

(p) Interested Parties: None

DATE: February 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1448 S. HANDLEY

LEGAL DESCRIPTION: LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 66 x 53 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing hardboard siding; badly worn roof with holes and missing section; exposed, rotted flooring; deteriorated front and rear porches; rotted framing members; and rotted fascia, soffit and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

Director

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY** COMMONLY KNOWN AS **1448 S. HANDLEY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY**, commonly known as: **1448 S. HANDLEY**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 66 x 53 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing hardboard siding; badly worn roof with holes and missing section; exposed, rotted flooring; deteriorated front and rear porches; rotted framing members; and rotted fascia, soffit and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1733 S. HIRAM** and legally described as: **LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **April 7, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 26 x 38 feet in size. Vacant for at least 6 months, this structure has missing siding; exposed, badly rotted framing members; badly rotted and missing soffit, fascia and wood trim; and the 12 x 25 foot accessory structure is dilapidated.

(b) Street Address: 1733 S. HIRAM

**(h) Owners:
Mark W. Springs
3842 S. West
Wichita, KS 67217**

(d) Resident Agent: None

(e) Occupant: None

**(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203**

(q) Mortgage Holder(s): None

(r) Interested Parties: None

DATE: February 4, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1733 S. HIRAM

LEGAL DESCRIPTION: LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 38 feet in size. Vacant for at least 6 months, this structure has missing siding; exposed, badly rotted framing members; badly rotted and missing soffit, fascia and wood trim; and the 12 x 25 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

Director

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1733 S. HIRAM** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **1733 S. HIRAM**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 26 x 38 feet in size. Vacant for at least 6 months, this structure has missing siding; exposed, badly rotted framing members; badly rotted and missing soffit, fascia and wood trim; and the 12 x 25 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 27 AND MARCH 6, 2015

RESOLUTION NO. 15-046

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **357 N. PENNSYLVANIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 48, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, commonly known as: 357 N. PENNSYLVANIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 51 x 36 feet in size. Vacant and open, this structure has shifting and cracking block basement walls with missing blocks; rotted and missing wood siding; sagging and badly worn composition roof; dilapidated front porch; and rotted soffits, fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 27 AND MARCH 6, 2015

RESOLUTION NO. 15-047

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **438 N. BLECKLEY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE SOUTH 41.49 FEET OF LOT 7, AND THE NORTH 27.51 FEET OF LOT 9, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **438 N. BLECKLEY**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 25 x 70 feet in size. Vacant and open, this structure has been damaged by fire. It has fire damaged roof with holes; fire damaged rafters and joists; fire damaged siding; exposed framing members; and the 25 x 35 foot accessory garage is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 27 AND MARCH 6, 2015

RESOLUTION NO. 15-048

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1611 N. HILLSIDE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 9 AND 11, ON HILLSIDE AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **1611 N. HILLSIDE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 24 x 41 feet in size. Vacant and open, this structure has been badly damaged by fire. It has badly shifting block basement walls with missing blocks; severely cracking stucco siding; fire damaged and badly deteriorated tile roof with holes; deteriorated front and rear porches; fire damaged framing members and wood trim; and the 19 x 19 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 27 AND MARCH 6, 2015

RESOLUTION NO. 15-049

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 6105 S. MINNESOTA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOT 12, BLOCK 5, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS**, commonly known as: **6105 S. MINNESOTA**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 60 x 27 feet in size. Vacant for unknown length of time, this structure has rotted and missing hardboard siding; badly deteriorated, sagging roof, with holes; dilapidated porches and steps; rotted framing members and wood trim; and the 40 x 20 foot accessory structure and 8 x 10 foot metal shed are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 27 AND MARCH 6, 2015

RESOLUTION NO. 15-050

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY** COMMONLY KNOWN AS **1448 S. HANDLEY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 17, 18 AND 19, BLOCK 15, FRANKLIN YIKE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 2 1/2 FEET FOR ALLEY**, commonly known as: **1448 S. HANDLEY**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 66 x 53 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing hardboard siding; badly worn roof with holes and missing section; exposed, rotted flooring; deteriorated front and rear porches; rotted framing members; and rotted fascia, soffit and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON FEBRUARY 27 AND MARCH 6, 2015

RESOLUTION NO. 15-051

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1733 S. HIRAM** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of February 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **7th day of April 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 33 AND 35, BLOCK 5, WHITLOCK'S REPLAT OF ORCHARD GROVE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, commonly known as: **1733 S. HIRAM**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 26 x 38 feet in size. Vacant for at least 6 months, this structure has missing siding; exposed, badly rotted framing members; badly rotted and missing soffit, fascia and wood trim; and the 12 x 25 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of February 2014**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Funding for Improvements to East Kellogg from Wiedemann to 127th Street East (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the funding agreement and adopt the resolution.

Background: On January 10, 2012, the City Council approved an agreement with the Kansas Department of Transportation (KDOT) regarding funding for improvements to East Kellogg from Wiedemann to 127th Street East, including the interchange at Greenwich Road. The agreement provided that KDOT would reimburse the City for 100% of the construction costs in excess of the City's contribution of \$8.4 million.

On April 22, 2013, the City Council approved a supplemental agreement which limited KDOT's total T-Works funding contribution for this and an adjacent project on Kellogg, from Cypress to Wiedemann, to \$162 million in aggregate.

Analysis: An additional supplemental agreement has been prepared, which further details KDOT's contribution to the project. Previously, the \$162 million in T-Works funding was restricted to construction costs only. The proposed agreement allows \$28 million of that funding to be used for preliminary engineering and right-of-way acquisition costs for this project. A similar agreement for the adjacent project was approved by the City Council on October 14, 2014, which allowed \$3 million to be used for redesign and utility relocation. This combined \$31 million shift in T-Works funding will require the City to replace the same with Local Sales Tax (LST) funding for construction.

Financial Considerations: The \$28 million will be used for preliminary engineering and right-of-way acquisition costs. The Kansas Turnpike Authority (KTA) is responsible for administration and oversight of the project, therefore all payments for approved costs will be made to that agency.

The proposed Capital Improvement Program includes LST funding for this project in 2018 - 2020, which is sufficient to replace the \$28 million for construction.

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

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and budget, adopt the resolution, and authorize all necessary signatures for the acquisition or granting of easements.

Attachments: Supplemental agreement, budget sheet, and resolution.

PROJECT NO. 54-87 KA-2389-01
NHPP-A238(901)
RECONSTRUCTION
CITY OF WICHITA, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 2

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the “Secretary.” Collectively, referred to as the “Parties.”

R E C I T A L S :

WHEREAS, the Parties entered into an Agreement dated February 6, 2012, hereinafter referred to as the “Original Agreement” for reconstruction of Kellogg Avenue/US-54 in the City to a 6-lane freeway section with frontage roads from Wiedemann to 127th Street with an interchange at Greenwich Street, and

WHEREAS, the Parties entered into a Supplemental Agreement No. 1 dated April 22, 2013 (“Supplemental No. 1”) to set the Secretary’s total participation, state and federal combined funds, for the Project (Project No. 54-87 KA-2389-01) as it relates to Project No. 54-87 KA-2382-01 and to clarify the terms and conditions regarding use of KDOT right-of-way for the Project, and

WHEREAS, the Parties now desire to supplement the Original Agreement to adjust the Secretary’s total participation for the Project (Project 54-87 KA-2382-01) as it relates to Project No. 54-87 KA-2389-01.

NOW, THEREFORE, in consideration of these premises, the Parties agree as follows:

1. On page 1 of the Original Agreement, Article I, “THE SECRETARY AGREES,” paragraph 2, be replaced in its entirety to read as follows:

2. **Payment of Costs.**

- a. **Construction and Construction Engineering.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project that exceed \$8,400,000.00.
- b. **Preliminary Engineering and Right of Way Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of preliminary engineering and right of way, but not to exceed \$28,000,000.00 for the Project.
- c. **Upper Limit of Compensation.** Notwithstanding the foregoing subparagraphs (a) and (b) above, the Secretary’s combined funding towards costs for this Project and

Project No. 54-87 KA-2382-01 shall not exceed \$162,000,000.00 when considered in the aggregate.

- d. Partial Payments. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the plans and specifications.
- e. Non-Participating Costs. The Secretary shall not be responsible for the total actual costs of utility adjustments for the Project and other non-participating costs associated with the Project.

2. On page 6 of the Original Agreement, Article II, "THE CITY AGREES," paragraph 20, be replaced in its entirety to read as follows:

20. **Financial Obligation.**

- a. Construction and Construction Engineering. The City agrees to responsible for \$8,400,000.00 of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project.
- b. Preliminary Engineering and Right of Way Costs. The City will also be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering and right of way that exceed \$28,000,000.00 for the Project.
- c. Remaining Costs. The City agrees to be responsible for one hundred percent (100%) of the total actual costs of utility adjustments for the Project. Further, the City will also be responsible for one hundred percent (100%) of the remaining balance for the total actual costs of preliminary engineering, construction (which includes the costs of all construction contingency items), construction engineering, and right of way costs for the Project that exceeds the Secretary's combined funding of \$162,000,000.00 for Projects Nos. 54-87 KA-2382-01 and 54-87 KA-2389-01 when that funding is considered in the aggregate.

3. On page 9 of the Original Agreement, Article II, "THE CITY AGREES," paragraph 35, be replaced in its entirety to read as follows:

35. Cancellation of Project. If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project. The City acknowledges and agrees that the City's failure to let the construction contract for the Project **by July 1, 2020** will be deemed as a constructive act of cancellation by the City and the City will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the City will be subject to the reimbursement requirements set forth in this Article II, paragraph 35.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Approved as to Form:

Gary Rebenstorf, Director of Law

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Project Request

CIP Non-CIP CIP YEAR: 2018-2020 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 400 Freeways ENGINEERING REFERENCE #: 472-85032

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Feb 24, 2015 REQUEST DATE: _____

PROJECT #: 401509 PROJECT TITLE: Kellogg, Wiedemann to 127th St E

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: Kellogg, Wiedemann to 127th St E

OCA #: 705009 OCA TITLE: Kellogg, Wiedemann to 127th St E

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

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
<u>8062 Federal pass thru State</u>	<u>\$28,000,000.00</u>	<u>2999 Contractuals</u>	<u>\$28,000,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$28,000,000.00

EXPENSE TOTAL: \$28,000,000.00

NOTES:

KDOT Supp Funding Agreement
No. 2 for 215-11, KA-2389-01

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RESOLUTION NO. 15-052

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

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

Preliminary engineering, right-of-way acquisition, and oversight costs of improvements to Kellogg, between Wiedemann and 127th Street East (472-85032).

(collectively, the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$28,000,000 in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on February 24, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Designation of a Redeveloper for City-owned Property in the 400 Block of West Central (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Designate Spanish Cove, LLC as the redeveloper for the northwest portion of Lot 2, Emerson Addition and approve the sale pending filing of proper notice.

Background: In 1979, the Urban Renewal Agency of Wichita sold Lot 2 of the Emerson Addition, generally located between Third Street and Central on the west side of Waco, to Unified School District 259 (USD 259) for redevelopment. In 1988, the City acquired that portion of Lot 2 that was not redeveloped from USD 259. The property has been offered for sale since acquisition with three parcels sold and redeveloped. A proposal to redevelop the northwest portion of Lot 2 has been received.

Analysis: An offer of \$49,000 has been received for approximately 68,000 square feet (\$.72 per square foot). The proposal calls for the property to be redeveloped with multifamily housing, parking and associated amenities. The required Urban Renewal notice has been published with no other proposals. State law requires that prior to the City disposing of Urban Renewal land, a notice of intent to accept a proposal must be filed with the Governing Body at least 30 days prior to disposing of the land.

Financial Considerations: The City will receive cash consideration for the sale of the property. The proceeds will be recorded in the General Fund. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Legal Considerations: The Law Department has approved the notice of intent and contract as to form.

Recommendation/Action: It is recommended that after the 30-day notice period the City Council approves the real estate purchase agreement and authorizes all necessary signatures.

Attachments: Real estate purchase agreement, Notice of Intent and aerial.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2015 (“Effective Date”) by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Spanish Cove LLC, or assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

The property depicted in Exhibit A attached hereto. The exact legal description and size to be determined by survey. Said survey to be paid for by Buyer.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Forty-nine Thousand Dollars and Zero Cents (\$49,000.00) in the manner following to-wit: cash at closing.
3. The Seller, at his option, agrees to furnish to Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements and restrictions of record. The Title Evidence shall be sent to the Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Within five (5) business days of the Effective Date the Buyer agrees to deposit with Security 1st Title the sum of Five Thousand and no/100 dollars (\$5,000.00) earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligations hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the seller and his Agent, not as a penalty but a liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.
6. Seller agrees to allow Buyer reasonable access to the Property to inspect the Property. Buyer will have until June 18, 2015 (the “Inspection Period”) in which to inspect the Property (including but not limited to: structural, mechanical, engineering, geological, ecological, environmental, soil, and survey inspections), and otherwise conduct diligence in Buyer’s sole discretion to verify if Buyer desires to acquire the Property. All such inspections and testing will be conducted at Buyer’s sole cost and expense. Buyer agrees

to repair any damage caused to the Property while completing said inspections and testing. If Buyer is not satisfied for any reason with the Property or otherwise elects to not acquire the Property, then Buyer will have the right to terminate this Agreement by delivering to Seller written notice of the termination prior to the aforementioned date and Buyer will be entitled to a full refund of the Deposit. To Seller's actual knowledge, Seller has no knowledge or has not received any written notice from any governmental authority of (a) any release, spill or discharge of any hazardous material on or from the Property, (b) any violation or alleged violation of any environmental laws at the Property, and (c) changes, violations and/or alleged violation regarding applicable laws, ordinances, regulations, statutes, rules or restrictions affecting the Property.

7. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the date of closing. Taxes and specials shall be pro-rated for calendar year on the basis of taxes levied, or for the prior year.
8. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 30, 2015.
10. Possession to be given to Buyer at closing
- 11 In the event an Owner's title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy shall be paid 50% by Buyer and 50% by Seller.
12. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
13. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property.

- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

14. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. Multi-game, Casino-style Gambling Facilities
- F. Commercial Billboards
- G. New or used car sales

15. The covenants and agreements contained in Paragraphs 11 and 12 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

16. Seller agrees to pay a sales commission of three percent (3.0%) of the purchase price to NAI Martens at closing. Any party to this contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expense paid or incurred by the other party, that is in any way related to such a claim. Members of the buyer, discloses they are licensed real estate agents/brokers in the State of Kansas. The provisions of this paragraph shall survive closing or termination of the contract. NAI Martens is acting as an agent of the Buyer.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER
Spanish Cove, LLC



Jeff Englert, Member

SELLER
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

Exhibit "A"

Approximately 1.5 acres on the southwest section of Central Avenue and Waco Avenue, Wichita, Kansas. Exact legal description and site size to be determined by a survey.



Cental/Waco parcel



Legend

- Parcels

Map Created On: 12/31/14 12:30 PM

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,828



PUBLIC NOTICE
DISPOSITION OF LAND
ADMINISTRATIVE CENTER URBAN RENEWAL AREA

NOTICE OF INTENT TO ACCEPT THE PROPOSAL OF SPANISH COVE LLC AS THE
PROPOSAL THAT BEST SERVES THE PUBLIC INTEREST IN FURTHERANCE OF THE
REDEVELOPMENT OF THE EMERSON ADDITION

Public notice is hereby given that on or after March 26, 2015, the City of Wichita intends to enter into and consummate a contract to convey land, with Spanish Cove, LLC covering land in the Administrative Center Urban Renewal Area and for the purpose of the construction of high quality apartment, with related parking and amenities. Such land is within the area commonly referred to as the Emerson Addition and is platted as a portion of Lot 2, Emerson Addition to Wichita, Sedgwick County, Kansas, generally located east of Central Avenue and south of 3rd Street. The land consists of property currently owned by the City.

The redevelopment will be in accordance with the Urban Renewal Plan for the Administrative Center Urban Renewal Area.

All pertinent codes and ordinances of the City of Wichita will be complied with in the redevelopment.

The City reserves the right to place additional requirements on the development because of its location and in keeping with the general development theme of the area.

The proposal of Spanish Cove LLC is for the purchase of the land at a price of \$49,000 and the construction of high quality apartments on the land, with related parking and amenities. The proposal is available for examination or comment in the office of the City Clerk of the City of Wichita.

For additional information or questions, please contact the Property Management Office, 268-4237.

City of Wichita
City Council Meeting
February 24, 2015

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 to operate the local air quality program. Grant funds are provided by the Environmental Protection Agency (EPA) to the Kansas Department of Health and Environment (KDHE). KDHE passes a portion of the EPA grant to the City of Wichita for the purpose of carrying out air quality monitoring for specified pollutants and toxic compounds. Under the terms of the KDHE contract, the City of Wichita provides air monitoring services in Wichita and Sedgwick County. The one-year contract period will begin on April 1, 2015.

Analysis: Pass-through funding from the EPA is awarded to the City of Wichita via a contract with the KDHE. 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 financial support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for over 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 of \$115,459 and a KDHE grant of \$114,306 with a funding period from October 1, 2014 to September 30, 2015 was approved by City Council on September 23, 2014. The Wichita Air Quality Program is funded by \$266,145 in these three federal and state grants, along with a General Fund budget of \$88,997, for a total program budget of \$355,142.

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 & UTILITIES 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 & Utilities 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 2016 EPA 103 (Appendix A), and defines the funding arrangements for such services which are to be provided. The contract period is from April 1, 2015 to March 31, 2016.

Summary of Grant Expenditures by Fund

Federal 103 Grant ¹ up to:	\$36,380.00
Total Grant not to exceed:	<u>\$36,380.00</u>
Total KDHE Reimbursement not to exceed:	\$36,380.00

Summary of Grant Expenditures by Activity

Ambient Air Monitoring	\$29,558.75
Indirects	\$6,821.25
Total Grant not to exceed	\$36,380.00

¹ From State of Kansas Allocation

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FFY 2016 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 the Federal 103 money for air quality related activities associated with the Kansas Air Quality Act and FFY 2016 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 2016 EPA 103 Work Plan, as related to the Federal 103 Air Pollution Control performance goals. WDEH shall submit to the KDHE quarterly progress reports as specified in the FFY 2016 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, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
6. To comply with the provisions of the Kansas Open Records Act (KORA) in performing Workplan 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 the 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 2016 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 the 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 hereof.

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 & Utilities Department, Division of Environmental Health – Don Henry, 316-268-4513, 1900 East 9th Street, Wichita, Kansas 67214

APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FFY 2016 EPA 103
Contract Period April 1, 2015 – March 31, 2016

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works & Utilities 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	Laura Quick and Don Henry	316-268-8351
Monitoring				
Administrative Issues	Tom Gross	785-296-1692	Laura Quick	316-268-8330
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

1st Quarter (4/01/15 – 6/30/15)	2nd Quarter (7/1/15 – 9/30/15)	3rd Quarter (10/1/15 – 12/31/15)	4th Quarter (1/1/16 - 3/31/16)

III. Indirect Costs

A. WDEH & BOA agree to an indirect costs associated with this contract of 18.75 percent of the total account reimbursed by BOA.

B. Quarterly Reporting Requirements

1st Quarter (4/01/15 – 6/30/15)	2nd Quarter (7/1/15 – 9/30/15)	3rd Quarter (10/1/15 – 12/31/15)	4th Quarter (1/1/16 - 3/31/16)

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. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ 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 State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 97734801 MODIFICATION NUMBER: 5 PROGRAM CODE: XA	DATE OF AWARD 05/27/2014
		TYPE OF ACTION Augmentation: Increase	MAILING DATE 06/03/2014
		PAYMENT METHOD: ASAP	ACH# 70719
RECIPIENT TYPE: State		Send Payment Request to: U.S. Environmental Protection Agency - Las Vegas Finance Center 4220 S. Maryland Pkwy., Building C, Room 503 Las Vegas, NV 89119 Phone Contact: 702-798-2426 FAX: 702-798-2423 email: LVFC-grants@epa.gov	
RECIPIENT: Kansas Department of Health and Environment 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367 EIN: 48-6029925		PAYEE: Kansas Department of Health and Environment 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367	
PROJECT MANAGER Tom Gross 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367 E-Mail: tomgross@kdheks.gov Phone: 785-296-1692		EPA PROJECT OFFICER Lachala Kemp 11201 Renner Boulevard, AWMD/APDB Lenexa, KS 66219 E-Mail: Kemp.Lachala@epamail.epa.gov Phone: 913-551-7214	EPA GRANT SPECIALIST Christine Schmaltz Grants Management Office, PLMG/RFMB/GRMS E-Mail: Schmaltz.Christine@epamail.epa.gov Phone: 913-551-7116
PROJECT TITLE AND EXPLANATION OF CHANGES Kansas PM 2.5 Monitoring Program 2012-2014 This is the final increment of federal funds. Administrative Condition number 16 has been revised and Programmatic Condition number 5 has been added. This three year budget and project period includes a total of \$501,944 EPA In Kind.			
BUDGET PERIOD 04/01/2012 - 03/31/2015	PROJECT PERIOD 04/01/2012 - 03/31/2015	TOTAL BUDGET PERIOD COST \$1,421,777.00	TOTAL PROJECT PERIOD COST \$1,421,777.00
NOTICE OF AWARD			
Based on your Application dated 04/09/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$293,137. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,421,777. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219		ORGANIZATION / ADDRESS U.S. EPA, Region 7 Air and Waste Management Division 11201 Renner Boulevard Lenexa, KS 66219	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Robert Bukaty - Acting Grants Management Officer			DATE 05/27/2014

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 626,696	\$ 293,137	\$ 919,833
EPA In-Kind Amount	\$ 334,684	\$ 167,260	\$ 501,944
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 961,380	\$ 460,397	\$ 1,421,777

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 103	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1407L44019	14	E1	07L2	102A04XPM	4183			293,137
									293,137

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$217,902
2. Fringe Benefits	\$93,387
3. Travel	\$22,232
4. Equipment	\$28,000
5. Supplies	\$39,000
6. Contractual	\$384,870
7. Construction	\$0
8. Other	\$534,944
9. Total Direct Charges	\$1,320,335
10. Indirect Costs: % Base <u>See NICA</u>	\$101,442
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,421,777
12. Total Approved Assistance Amount	\$1,421,777
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$460,397
15. Total EPA Amount Awarded To Date	\$1,421,777

Administrative Conditions

Administrative Condition number 16 revised as follows:

16. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **Kansas Department of Health and Environment (KDHE)**: has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Kansas	MBE	WBE
Supplies	0.8%	4.1%
Equipment	1.2%	3.9%
Services	5.6%	35%
Construction	4.1%	6.9%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) Funds are budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) Funds are budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and/or (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to R7Grants@epa.gov. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

Programmatic Condition number 5 added:

5. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of

Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

City of Wichita
City Council Meeting
February 24, 2015

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. 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.

<u>PIN #</u>	<u>Geo Code#</u>	<u>Address / Location</u>	<u>Amount</u>	<u>District</u>
00100855	A 015640001	V/L SE Cnr of 11th & N Market	\$140.00	6
00101077	A 01756	1515 N Market St	\$140.00	6
00102904	A 033520001	2709 N Jackson Ave	\$140.00	6
00104545	A 047740009	1752 N Hood Ave	\$140.00	6
00105024	A 05016000A	2056 N Hood Ave	\$140.00	6
00105310	A 05155	2307 N Shelton Ave	\$140.00	6
00106219	A 05990	1010 S Main St	\$140.00	3
00106660	A 06374	1420 S Waco Ave	\$140.00	3
00107324	A 06995	1749 S Water St	\$140.00	3
00107765	A 07397	1955 S Broadway Ave	\$140.00	3
00109474	A 086860001	2046 N Park Pl	\$140.00	6
00109772	A 08861	619 W North Ct	\$140.00	6
00112925	A 12885	3150 N Park Pl	\$140.00	6
00113497	A 13487	3718 N Armstrong Ave	\$149.00	6
00121740	B 03025	915 N Ohio Ave	\$140.00	1
00122456	B 03593	1115 N Cleveland Ave	\$140.00	1
00123821	B 04737	919 S Emporia Ave	\$140.00	3
00123829	B 04745	1004 S Topeka Ave	\$140.00	3
00123895	B 04798	830 S Emporia Ave	\$140.00	3
00124905	B 05713	V/L S of 701 E Harry	\$140.00	3
00124907	B 05715	1614 S Santa Fe Ave	\$140.00	3
00125032	B 05813	1949 S Santa Fe Ave	\$140.00	3
00127243	B 07631	1250 S Washington	\$140.00	1
00127244	B 07632	1004 E Bayley St	\$140.00	1
00128966	B 088560002	V/L SW Cnr of Arnold & Pennsylvania	\$140.00	1
00129833	B 09600	1421 E Kinkaid Ave	\$140.00	3
00130918	B 10671	1221 E Jump Ave	\$140.00	3
00131696	B 11407	1306 E Galena St	\$140.00	3
00131754	B 11455	1414 E Del Mar St	\$140.00	3
00132773	B 13097	410 E 43rd St S	\$140.00	3
00135868	C 00785	1055 N Ash Ave	\$140.00	1
00136540	C 012630001	1451 N Grove Ave	\$140.00	1
00136757	C 013710007	1422 N Minneapolis Ave	\$140.00	1
00136764	C 013720002	1447 N Piatt Ave	\$140.00	1
00136889	C 01405003A	1838 N Madison Ave	\$140.00	1
00137183	C 01503	2057 N Kansas Ave	\$140.00	1
00137398	C 01628	415 N Erie St	\$140.00	1
00137536	C 01758	2726 E 2nd St N	\$140.00	1
00138556	C 026460002	V/L S of 647 N Poplar	\$140.00	1
00138744	C 02766	V/L S of 1156 N Poplar	\$140.00	1
00138814	C 02831	1317 N Estelle Ave	\$140.00	1
00138815	C 02832	1311 N Estelle Ave	\$140.00	1
00138816	C 02833	V/L N of 1301 N Estelle Ave	\$140.00	1
00138908	C 02920	V/L N of 1216 N Volutsia	\$140.00	1
00139024	C 03024	1208 N Chautauqua Ave	\$140.00	1
00139144	C 03131	1055 N Green St	\$140.00	1

00139380	C 03305	1601 N Hillside Ave	\$140.00	1
00139638	C 03545000A	V/L S of 1416 N Estelle	\$140.00	1
00139678	C 03563	1610 N Grove Ave	\$140.00	1
00139706	C 03586	2606 E 15th St N	\$140.00	1
00139730	C 03608	1617 N Estelle Ave	\$140.00	1
00141031	C 04764	1953 N Chautauqua Ave	\$140.00	1
00141830	C 05528	252 S Chautauqua Ave	\$140.00	1
00150320	C 05993	601 S Lorraine Ave	\$140.00	1
00152933	C 08303	1134 S Hydraulic Ave	\$140.00	1
00153047	C 08410	643 N Pershing Ave	\$140.00	1
00154338	C 09647	938 N Dellrose Ave	\$140.00	1
00154446	C 09740	837 N Terrace Dr	\$140.00	1
00155382	C 10499000C	602 N Oliver Ave	\$140.00	1
00157118	C 11503	115 N Edgemoor Dr.	\$140.00	1
00158996	C 13303	V/L E of 2423 E Stadium	\$140.00	1
00159237	C 13563	2003 N Chautauqua Ave	\$140.00	1
00159559	C 13824	804 N Battin Ave	\$140.00	1
00159622	C 13887	1562 N Harvard Ave	\$140.00	1
00160606	C 14695	956 N Pinecrest Ave	\$140.00	1
00161439	C 15878	1627 N Belmont Ave	\$140.00	1
00161718	C 16160	4810 E Gilbert St	\$140.00	3
00162103	C 16469	1608 N Glendale Ave	\$140.00	1
00162111	C 164710003	1656 N Glendale Ave	\$140.00	1
00162232	C 16515	2053 N Ash St	\$140.00	1
00162264	C 16547	2027 N Madison Ave	\$140.00	1
00164786	C 19124	1807 E 24th St N	\$140.00	1
00164824	C 19162	2454 N Minnesota Ave	\$140.00	1
00166356	C 20941	2513 N Estelle Ave	\$140.00	1
00166413	C 20998	2437 N Green Ave	\$140.00	1
00166462	C 21047	2361 N Poplar Ave	\$140.00	1
00170432	C 24994	2335 S McAdam Dr.	\$140.00	3
00171075	C 25691	2457 N Lorraine Ave	\$140.00	1
00174030	C 28676	8203 E Orme St	\$140.00	2
00174828	C 29474	3585 E Ross Pky	\$140.00	3
00179337	C 34461	2940 S Bunker Hill Dr.	\$140.00	3
00179338	C 34462	2934 S Bunker Hill Dr.	\$140.00	3
00180004	C 35163	1818 E 50th St S	\$140.00	3
00180992	C 36086	7002 E Zimmerly St	\$140.00	2
00181443	C 36525	5816 E 22nd St N	\$140.00	1
00183092	C 37929	2528 N Battin St	\$140.00	1
00189031	C 42784	8514 E Wassall St	\$140.00	2
00191317	C 44507	2045 S Cypress Ct	\$140.00	2
00194320	C 47246	8902 E Cessna St	\$140.00	2
00194327	C 47253	9002 E Cessna St	\$140.00	2
00199785	D 00921	137 N Dodge Ave	\$140.00	6
00200007	D 01107	545 S Richmond Ave	\$140.00	4
00200900	D 01913	501 S Oak St	\$140.00	4
00201617	D 02561	502 S Meridian Ave	\$140.00	4

00202019	D 02821	V/L North of 1807 S Everett	\$140.00	4
00202283	D 030350001	1322 S Saint Clair Ave	\$140.00	4
00202479	D 03158	2217 W McCormick Ave	\$140.00	4
00204037	D 04302	520 N Meridian Ave	\$140.00	6
00204384	D 04595	1042 S Elizabeth Ave	\$140.00	4
00204423	D 04632	1709 W McCormick Ave	\$140.00	4
00204538	D 04736	1207 S Dodge Ave	\$140.00	4
00207231	D 06412	1809 S Elizabeth Ave	\$140.00	4
00208222	D 073320002	3311 W Zoo Blvd	\$149.00	6
00208747	D 07839	2255 S Euclid Ave	\$140.00	4
00209640	D 087170001	4327 W 2Nd St N	\$140.00	6
00210761	D 09581	4629 W 2nd St N	\$140.00	6
00211836	D 10693	3349 S Handley St	\$140.00	3
00212078	D 10907	3525 S Cornell St	\$140.00	4
00213072	D 118920001	1351 W 35th St S	\$140.00	4
00214176	D 12982	2321 W Greenfield St	\$140.00	4
00215860	D 14681	250 N Joann Ave	\$140.00	6
00215877	D 14698	249 N Gow Ave	\$140.00	6
00217722	D 16483	3124 S Richmond Ave	\$140.00	4
00218642	D 17441	917 N Anna St	\$140.00	6
00219043	D 17820	801 N Doris St	\$140.00	6
00219059	D 17839	2321 W 34th St S	\$140.00	4
00219364	D 18113	629 N Hoover Ave	\$140.00	6
00223016	D 22075	201 S Ridge Rd	\$140.00	5
00223287	D 22354	310 N Acadia St	\$140.00	5
00225505	D 24713	4300 S Bartlow Dr.	\$140.00	4
00231463	D 30350	6800 W Kellogg St	\$140.00	4
00247265	D 44337	3619 W Marie St	\$140.00	4
00247276	D 44347	3415 W Marie St	\$140.00	4
00247317	D 44388	3314 W Fernwood St	\$140.00	4
00247665	D 44707	8606 W Westlawn Cir	\$140.00	5
00249455	D 46475	10802 W Blake Cir	\$140.00	4
00437446	D 50020	V/L N of 1225 N Doris	\$149.00	6
00465261	D 53229	10101 W Jewell St	\$140.00	4
00466283	A 18432001M0005	5450 N Porter Ave	\$177.50	6
00470093	C 53196	9002 E Creed St	\$140.00	2
00480069	C 53541	V/L W of 9001 E 42nd St N	\$173.75	2
00480071	C 53543	V/L E of 9001 E 42nd St N	\$215.00	2
00483375	D 54006	V/L SE Cnr of S Edwards Cir/W Angel St	\$140.00	4
00483389	D 54020	V/L S of 4613 Edwards Cir	\$140.00	4
00483393	D 54024	V/L N of 4620 S Edwards Cir	\$140.00	4
00520510	D 57280	V/L W of 5512 W 44th St S	\$140.00	4
00520553	D 57322	V/L W of 5517 W 44th St S	\$140.00	4
00534487	B 14975	V/L E of 1310 E Mona St	\$140.00	3
00534489	B 14977	V/L W of 1310 E Mona	\$140.00	3
00534492	B 14980	V/L E of 1210 E Mona Cir	\$140.00	3
00534527	B 15010	V/L N of 5421 S Pattie St	\$140.00	3
00534532	B 15015	V/L E of 5351 S Pattie Ct	\$140.00	3

00534543	B 15026	5311 S Pattie Ct	\$140.00	3
00534582	B 15064	V/L S of 5510 S Victoria Ct	\$140.00	3
00569355	D 62298	V/L E of 1000 W 50Th St S	\$140.00	4
00574951	D 63039	V/L N of 2420 S Monument	\$140.00	4
00574977	D 63065	V/L S of 2414 S Canyon	\$140.00	4
		TOTAL	<u>\$20,753.25</u>	

Published in the Wichita Eagle on **March 6, 2015**

ORDINANCE NO. 49-941

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 2015:

Legal of Parcel in Benefit District	Assessment
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	140.00
N 2 1/2 FT LOT 11 ALL LOT 13 & S 20 FT LOT 15 MARKET ST. PLUMMER'S SUB.	140.00
LOTS 37-39 JACKSON AVE. MC TAGGART'S ADD.	140.00
LOTS 126-128 BEACON AVE. FERRELL'S SUB.	140.00
W 1/2 LOT 1 PAYNE AVE. FORD'S 2ND. ADD.	140.00
LOTS 9-11 SHELTON AVE. ROGER'S SUB IN GUTHRIES' ADD.	140.00
LOT 118 & N 1/2 LOT 120 MAIN ST. LEE'S ADD.	140.00
LOTS 15-17 WACO AVE. FITZGERALD'S 2ND. ADD.	140.00
LOTS 90-92 WATER ST. ENGLISH'S 6TH. ADD.	140.00
LOTS 33-35 LAWRENCE AVE. ALAMEDA PARK ADD.	140.00
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	140.00
LOT 8 NORTHCOURT ADD.	140.00
LOTS 1-2-3 BLOCK 22 JONES PARK ADD.	140.00
LOT 5 BLOCK A LEE B. ALBERTSON ADD.	149.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	140.00
LOTS 11-13 PRIEST'S ADD.	140.00
LOTS 85-87 BLOCK 8 ORME & PHILLIPS ADD.	140.00
LOTS 114-116 BLOCK 9 ORME & PHILLIPS ADD.	140.00
LOT 64 & N 24 FT LOT 66 BLOCK 12 ORME & PHILLIPS ADD	140.00
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	140.00
LOTS 14-16 BLOCK 3 ALLEN & SMITH'S ADD.	140.00
LOTS 37-39 & S 1.5 FT LOT 35 BLOCK 11 ALLEN & SMITH'S ADD.	140.00
LOTS 42-44 EXC PT TO STATE FOR HY WASHINGTON AVE. LINCOLN ST. ADD.	140.00
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	140.00
S 80 FT OF TRACT BEG 350 FT W NE COR SE 1/4 S 360 FT W TO CTR CREEK NE TO N LI SE 1/4 E TO BEG EXC ST SEC 9-27-1E	140.00
LOT 68 KING-MICHAELSEN 3RD. ADD.	140.00
LOT 1 BLOCK 10 SCHRADER BROS. 3RD. ADD.	140.00
W 59.2 FT LOT 17 BLOCK 9 RAINBOW FIRST ADD.	140.00
W 14 FT LOT 10 & E 45 FT LOT 11 BLOCK 12 RAINBOW FIRST ADD.	140.00
LOT 5 EXC CC A-76777 O. R. HIGGS ADD.	140.00

N 1/2 LOT 37 - ALL LOTS 39- 41-43-45 MCINTYRE & STEELE'S SUB.	140.00
S 5 FT LOT 143 & ALL LOT 145 & N 15FT LOT 147 GROVE ST. LOGAN ADD.	140.00
LOTS 76-78 BLOCK 7 OHIO ADD.	140.00
LOTS 55-57 BLOCK 8 OHIO ADD.	140.00
LOTS 63-65 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	140.00
LOTS 49-51-53 KANSAS AVE. PARKVIEW ADD.	140.00
LOTS 15-17 ROYSTONE NOW ERIE AVE. MAPLE GROVE ADD.	140.00
LOTS 44-46 SECOND ST. MAPLE GROVE ADD.	140.00
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.	140.00
LOTS 102-104 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	140.00
LOTS 33-35 ESTELLE AVE. FAIRMOUNT PARK ADD.	140.00
LOTS 37-39 MABEL NOW ESTELLE AVE. FAIRMOUNT PARK ADD.	140.00
LOTS 41-43 ESTELLE AVE. FAIRMOUNT PARK ADD.	140.00
LOTS 82-84 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	140.00
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	140.00
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	140.00
LOTS 1-3 HILLSIDE AVE. WOODRIDGE PLACE ADD.	140.00
N 40 FT OF W 1/2 LOT 38 AND W 20 FTOF N 40 FT OF E 1/2 LOT 38 13TH. ST. ROSE HILL ADD.	140.00
LOTS 10-12 TYLER NOW GROVE AVE. FAIRMOUNT ORCHARDS ADD.	140.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	140.00

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 2015:

Legal of Parcel in Benefit District	Assessment
LOTS 13-15 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	140.00
LOTS 6-8 BLOCK 2 COLLEGE TERRACE ADD.	140.00
LOTS 42-44 DOUGLASS SUB. OF RICHLAND 2ND. ADD.	140.00
E 100 FT LOTS 49-51 BLOCK 7 SUNNY-SIDE ADD.	140.00
LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD	140.00
LOTS 175-176 OVERLOOK ADD.	140.00
LOTS 87-88 BELMONT PARK ADD.	140.00
LOTS 321-322 BELMONT PARK ADD.	140.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	140.00
LOT 6 BLOCK 3 CROWN HEIGHTS ADD.	140.00
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	140.00
LOT 5 BLOCK 18 SHADY BROOK ADD.	140.00
LOT 9 BLOCK 8 EAST HIGHLAND NORTH ADD.	140.00
LOT 5 BLOCK F YALE HEIGHTS ADD.	140.00
LOT 10 BLOCK 2 COUNTRY SIDE ADD.	140.00
LOT 1 BLOCK R UNIVERSITY PARK ADD.	140.00
E 48 FT LOT 2 & W 2 FT LOT 3 BLOCK B EASTWOOD VILLAGE ADD.	140.00
LOTS 19-20 & S 10 FT LOT 21 BLOCK 17 UNIVERSITY HEIGHTS ADD.	140.00
LOTS 38-39 BLOCK 17 UNIVERSITY HEIGHTS ADD.	140.00
LOT 12 BLOCK 1 BUILDERS 2ND. ADD.	140.00
LOT 18 BLOCK 3 BUILDERS 2ND. ADD.	140.00
LOT 2 BLOCK 5 J. WALTER ROSS ADD.	140.00
LOT 4 BLOCK 7 J. WALTER ROSS ADD.	140.00
LOT 8 EXC N 56 FT W 42 FT THEREOF BLOCK P AUDREY MATLOCK HEIGHTS 1ST. ADD.	140.00
LOT 8 BLOCK S AUDREY MATLOCK HEIGHTS 1ST. ADD.	140.00

LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	140.00
LOT 19 BLOCK G MC ADAM ACRES 2ND	140.00
LOT 2 BLOCK A JANICE MATLOCK ADD.	140.00
LOT 6 BLOCK 1 REPLAT OF BLOCK 1 SUNNY-BROOK ADD.	140.00
LOT 34 BLOCK A PLANEVIEW SUB. NO. 2	140.00
LOT 23 BLOCK B WASHINGTON HEIGHTS ADD.	140.00
LOT 24 BLOCK B WASHINGTON HEIGHTS ADD.	140.00
LOT 4 BLOCK 1 F. A. BROWN 4TH. ADD.	140.00
LOT 25 BLOCK 1 EASTLINK VILLAGE ADD.	140.00
LOT 6 EXC W 2 FT BLOCK 1 PRAIRIE VILLAGE SUBDIVISION	140.00
LOT 4 BLOCK 3 PRAIRIE HILLS SECOND ADD.	140.00
LOT 26 BLOCK 8 OAK KNOLL 2ND. ADD.	140.00
LOT 8 BLOCK 1 HEDGECLIFF 4TH. ADDITION	140.00
LOT 1 BLOCK 2 TOWNE PARC ADD.	140.00
LOT 8 BLOCK 2 TOWNE PARC ADD.	140.00
LOT 21 & S 1/2 LOT 23 DODGE MARTINSON'S 2ND ADD	140.00
LOTS 355-357 PHILLIPS NOW RICHMOND AVE. MARTINSONS 5TH. ADD.	140.00
LOT 23 KAEISER'S ADD.	140.00
LOTS 16-18 MERIDIAN AVE. MAPLE ST. ADD.	140.00
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. BLOCK K SOUTH UNIVERSITY PLACE ADD.	140.00
LOTS 15-17-19 ST. CLAIR AVE STILES & SMITH'S ADD.	140.00
LOTS 53-55 MC CORMICK AVE. GARFIELD ADD.	140.00
LOT 6 EXC S 16.5 FT-ALL LOTS 7-8 MERIDIAN AVE WALTER'S ADD.	140.00
LOTS 32-34-36 BLOCK 3 REPLAT PART JOHN MC CORMICK'S ADD.	140.00
LOTS 3-4 BLOCK 6 REPLAT PART JOHN MC CORMICK'S ADD.	140.00

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 2015:

Legal of Parcel in Benefit District	Assessment
LOTS 5-7 BLOCK 16 REPLAT PART JOHN MC CORMICK'S ADD.	140.00
LOT 75 GARDEN VILLA ADD.	140.00
LOT 28 DAVIS GARDENS ADD.	149.00
LOT 19 BLOCK 20 PAWNEE PARK ADD.	140.00
BEG 75 FT E NW COR LOT 2 S 120 FT E 75 FT N 120 FT W TO BEG BLOCK 18 PARKWILDE ADD.	140.00
LOT 24 BLOCK 10 ORCHARD PARK ADD.	140.00
LOT 12 SLEASE 2ND. ADD.	140.00
LOT 3 BLOCK 10 JENKINS 2ND. ADD.	140.00
E 70 FT LOT 14 RECTORS ACRES	140.00
LOT 7 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	140.00
LOT 2 BLOCK A MT.CARMEL 4TH. ADD.	140.00
LOT 19 BLOCK A MT CARMEL 4TH. ADD.	140.00
LOT 13 EXC N 3 FT BLOCK 1 BUILDERS 14TH. ADD.	140.00
LOT 10 BLOCK C SUNNYSIDE GARDENS 4TH. ADD.	140.00
LOT 7 BLOCK F BARNETT'S ADD.	140.00
LOT 14 & E 7 1/2 FT LOT 15 HATCHER-GOMEZ ADD.	140.00
S 125 FT N 375 FT LOT 4 CENTRAL ACRES	140.00
LOT 11 BLOCK C WESTVIEW ADD.	140.00
LOT 10 BLOCK S MEADOWVIEW ESTATES ADD.	140.00
LOT 5 BLOCK 4 BARTLOW ADD.	140.00
LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	140.00

LOT 1 BLOCK 1 JAMES PLACE ADD.	140.00
LOT 11 BLOCK 1 JAMES PLACE ADD.	140.00
LOT 8 BLOCK 3 JAMES PLACE ADD.	140.00
LOT 38 CEDAR MEADOWS ADD.	140.00
LOT 18 BLOCK C PARK GLEN ADD.	140.00
LOT 1 BLOCK A ECK 4TH ADD.	149.00
LOT 35 BLOCK 2 SHELLY'S ORCHARD ADD.	140.00
BEG 340 FT E NW COR LOT 125 S 166 FT E TO RIV NELY TO PT E OF BEG W TO BEG & 1/2 RIV ADJ VANVIEW ADD.	177.50
LOT 9 BLOCK 2 TOWNE PARC 7TH ADD.	140.00
LOT 21 SUN-AIR ESTATES ADD.	173.75
LOT 23 SUN-AIR ESTATES ADD.	215.00
LOT 1 BLOCK 5 ANGEL ACRES ADD.	140.00
LOT 10 BLOCK 6 ANGEL ACRES ADD.	140.00
LOT 14 BLOCK 6 ANGEL ACRES ADD.	140.00
LOT 1 BLOCK A GRAYS 5TH ADD.	140.00
LOT 1 BLOCK B GRAYS 5TH ADD.	140.00
LOT 16 BLOCK A RIVENDALE ADD.	140.00
LOT 18 BLOCK A RIVENDALE ADD.	140.00
LOT 21 BLOCK A RIVENDALE ADD.	140.00
LOT 27 BLOCK B RIVENDALE ADD.	140.00
LOT 32 BLOCK B RIVENDALE ADD.	140.00
LOT 43 BLOCK B RIVENDALE ADD.	140.00
LOT 33 BLOCK C RIVENDALE ADD.	140.00
LOT 7 BLOCK 1 SYCAMORE POND ADD	140.00
LOT 1 & LOT 2 EXC BEG SLY MOST COR LOT 2 TH NW 53 FT TH NE 120.22 FT SE 74.09 FT TH SW 128.71 FT TO BEG BLOCK 2 SOUTHWEST PASSAGE ADD	140.00
LOT 5 BLOCK 5 SOUTHWEST PASSAGE ADD	140.00

SECTION 4. 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 **3rd** day of **March, 2015**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Child Care Licensing Grant Application (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Child Care grant application and grant award for State Fiscal Year (SFY) 2016.

Background: The City of Wichita Environmental Health Division is authorized by Chapter 7.25 of the Municipal Code to carry out inspections and enforcement activities and provide education to child care providers in order to ensure licensing requirements and compliant programs and facilities. The Kansas Department of Health and Environment (KDHE) provides an annual grant to fund these activities, and has solicited the Division of Environmental Health's application for SFY 2016 (July 1, 2015 through June 30, 2016). Program objectives include: survey of facilities and programs and make recommendations to KDHE for licensing and enforcement; participate in enforcement actions by the KDHE; perform services to verify ongoing compliance; provide pre-application services to prospective providers; investigate complaints and make recommendations to ensure compliance; conduct community outreach that establishes the local program as the point of contact for the public with regard to state law, regulations, local ordinances and referral to child care resources; provide staff training and participate in KDHE training; and develop community partnerships that promote and improve service delivery and licensing.

Analysis: The City has conducted child care licensing and education services in excess of 40 years, providing a local point of contact for citizens and providers. The program ensures compliance with local codes and state regulations geared towards providing and maintaining safe, healthy facilities and programs for children in care. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Metro Area Builders and Construction Department (MABCD). Environmental Health staff members enforce City ordinances and state regulations, and utilize state enforcement mechanisms, as appropriate.

Financial Consideration: The grant request for SFY 2016 totals \$395,488. The City's General Fund will provide support in the amount of \$162,000 for the grant term. The General Fund contribution is offset by inspection and service fees in accordance with City Ordinance 7.25. These fees were increased in 2014 in order to offset any funding not covered by the grant. Grant funding and local fees are projected to provide full cost recovery of the estimated program cost of \$557,488.

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

Recommendation/Actions: It is recommended the City Council approve the grant application, the grant award and authorize the necessary signatures.

Attachment: KDHE grant application and KDHE program request.

Submit Form

Applicant Name: City of Wichita- Public Works & Utilities Department Division of Environmental Health

Program Title: Child Care Licensing Program

Instructions: List basic services to be provided with Child Care Licensing Program grant funds.

Program Objectives:

1. Survey child care facilities in Sedgwick County inclusive according to KDHE policies and procedures and make recommendation for licensure to KDHE. Services will be performed electronically using e-mail, the licensing database CLARIS, and other technologies including on-line/automated surveys using tablet or laptop computers, portable printers, digital cameras, and mobile devices.
2. Provide pre-application services to potential providers including the KDHE orientation classes modified to include local ordinance requirements, and in-service training classes that promote compliance with Kansas State Child Care Laws and KDHE Child Care Regulations.
3. Survey facilities additionally as requested by KDHE to verify on-going compliance.
4. Investigate complaints re: child care facilities, cooperate with other outside agencies in complaint investigations, produce narratives of the investigation findings and make recommendations re: enforcement action by KDHE.
5. Participate i KDHE hearings as state's witness following enforcement action by KDHE.
6. Conduct community outreach activities that establish the local program as the point of contact for the public with regard to state law, child care regulations, local ordinances, and referral to child care resources,
7. Provide staff training and participate in KDHE staff training to improve consistency, timeliness and compliance with KDHE policies and procedures.
8. Develop community partnerships that promote and improve licensing service delivery and promotes licensing.

Requested funds:

Comments:

Detail Budget

Formulas are set to round numbers to the nearest dollar.

Salary	Name/Position	Annual Salary for Grant Period	% of Time Worked	Total	Grantees Share	Total Requested From Grant
Add Line	Jensen, Nancy/CHN III Division Supervisor	69,411.00	100	69,411.00	69,411.00	0.00
Add Line	Smith, Dianna/CHN I, RN surveyor	50,953.00	100	50,953.00	47,258.00	3,695.00
Add Line	Harries, Debra/CHN I, RN surveyor	48,975.00	100	48,975.00		48,975.00
Add Line	Evans, Jodi/CDS I, surveyor	45,987.00	100	45,987.00		45,987.00
Add Line	Ladd, Adrienne/CDS I, surveyor	49,691.00	100	49,691.00		49,691.00
Add Line	Manuel, Jennifer/ CDS I, surveyor	48,459.00	100	48,459.00		48,459.00
Add Line	Vacant FT RN/ CHN I surveyor	45,987.00	100	45,987.00		45,987.00
Add Line	Vacant PT clerk	13,110.00	100	13,110.00		13,110.00
Add Line	Vacant PT CHN I	0.00	100	0.00		0.00
Salary Total				372,573.00	116,669.00	255,904.00

Benefits		Total	Grantees Share	Total Requested From Grant
Add Line	FICA 7.65%	28,502.00	9,208.00	19,294.00
Add Line	Pension 12.2%	43,854.00	14,684.00	29,170.00
Add Line	Workers Compensation 2.85%	10,618.00	3,430.00	7,188.00
Add Line	Unemployment 0.13%	467.00	156.00	311.00
Add Line	Life Insurance 0.40%	1,438.00	481.00	957.00
Add Line	Health Insurance	53,431.00	4,932.00	48,499.00
Category Total		138,310.00	32,891.00	105,419.00

Travel		Total	Grantees Share	Total Requested From Grant
Add Line		0.00	0.00	0.00
Category Total		0.00	0.00	0.00

Supplies		Total	Grantees Share	Total Requested From Grant
Add Line	3103 Office Supplies	1,591.00	0.00	1,591.00
Supplies Total		1,591.00	0.00	1,591.00

Capital Equipment		Total	Grantee Share	Total Requested From Grant
Add Line		0.00	0.00	0.00
Capital Equipment Total		0.00	0.00	0.00

Other (Itemize)		Total	Grantee Share	Total Requested from Grant
Add Line	2200 PBX- line charges	912.00	0.00	912.00
Add Line	2201 PBX- instrument charges	1,500.00	0.00	1,500.00
Add Line	2203 long distance	150.00	50.00	100.00
Add Line	2207 Postage	700.00	0.00	700.00
Add Line	2214 Air cards	2,520.00	0.00	2,520.00
Add Line	2216 Voice Mail	84.00	0.00	84.00
Add Line	2401 Vehicle Liability	2,390.00	2,390.00	0.00
Add Line	2600 Data Center	18,750.00	0.00	18,750.00
Add Line	2700 Motor Pool	13,680.00	10,000.00	3,680.00
Add Line	2917 Printing / photocopy	500.00	0.00	500.00
Add Line	3405 Vehicle Fuel	3,500.00	0.00	3,500.00
Add Line	Staff Training	328.00	0.00	328.00
Other Items Total		45,014.00	12,440.00	32,574.00
GRAND TOTAL		557,488.00	162,000.00	395,488.00

KDHE use only:

Audited by:

Surveyor

In order to update our records and accurately allocate funding please complete for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.

PLEASE COMPLETE ALL INFORMATION.

	Surveyor Role	Name	Job Title	Counties	Education Highest Degree Achieved	Specify Field	Credit hours in Early Childhood Development	Credits Hours in Health Related Courses	Accredited College/ University and Location	Current Professional Certificates or Licenses Held	Years with Child Care Licensing	Professional Activities/ Memberships
Add Surveyor												

State of Kansas
 Department of Health & Environment
 Bureau of Community Health Services
 1000 SW Jackson, Suite 340
 Topeka, KS 66612-1365
 785-296-0425
 aidto@local@kdheks.gov

This document must be signed and dated by appropriate authorities as noted at the bottom of this form.

Print Form
 Submit Form

This form is required as the cover sheet for each agency's application

APPLICATION FOR GRANT

To be completed by State Office
 Date Received:

City of Wichita Public Works & Utilities Department Environmental Health Division

Applicant (Name of Agency)

1900 E 9th St N

Street Address/PO Box

City Wichita Zip Code 67214

Shawn Maloney

Name of Director

316-268-8351

Telephone of primary contact

Rhonda Harper

Fiscal Officer

316-268-8311

Telephone of fiscal contact

City-County

Type of Organization

FEIN#: 48-6000653

D-U-N-S # 04363460

Where will program be conducted?

Wichita-Sedgwick County inclusive

Comments:

The City of Wichita PW&U Child Care Program operates within Wichita, throughout Sedgwick Co, and in the surrounding cities and townships to enforce the Kansas Child Care Laws and regulations and local ordinances.

Was your agency required to have a Circular A-133 Single Audit completed in 2013? See instructions on next page. Yes

**Application Checklist - Completion Required
 County Health Departments only:**

- Health Department approved budget submitted
- Local Tax Revenue Amount
- Plan to submit Public Health Emergency Preparedness Grant Request

All Agencies:

- Program Requests submitted
- Detailed Budget(s) submitted

GRANT FUNDS REQUESTED

State Formula	
Child Care Licensing	395,488.00
Chronic Disease Risk Reduction	
Family Planning	
Healthy Families Services	
Maternal and Child Health	
Pregnancy Maintenance Initiative	
Teen Pregnancy Targeted Case Management	
Community Based Primary Care Clinic Grant	
Immunization Action Plan	
WIC/Immunization Collaboration Project	
Community HIV Prevention Services	
Opt-out HIV Testing	
Personal Responsibility Education Program	
Ryan White	
STI/HIV Intervention/Prevention	

Total Funds Requested 395,488.00

President/Chairman Local Board of Health or Board of Director

Administrator/Director

Date:

Date:

SFY 2014-15 Personnel Allocation by Program

	Name/Position	Salary*	State Formula	Child Care License	CDRR	Family Planning	Healthy Families	MCH	PMI	Teen Pregnancy Case Management	General Primary Care	IAP	WIC/ICP	Opt-out HIV Testing	Personal Responsibility Education Program	Community HIV Prevention Services	Ryan White	HIV Intervention and Prevention	Other	Total % **
Add Line	Jensen, Nancy/Division Supervisor	69,411.00		100																100
Add Line	Smith, Dianna/ CHN I, RN	50,953.00		100																100
Add Line	Ladd, Adrienne/ CDS, Bachelor	49,691.00		100																100
Add Line	Harries, Debra/CHN I, RN	48,975.00		100																100
Add Line	Evans, Jodi/ CDS, Bachelor	45,987.00		100																100
Add Line	Manuel, Jennifer/ CDS, Bachelor	48,459.00		100																100
Add Line	vacant / FT CHN I, RN, Bachelor	45,987.00		100																100
Add Line	vacant / Clerk II	0.00		100																100
Add Line	vacant/ PT CHN I, RN, Bachelor	0.00		100																100

Applications for Grant document instructions

Complete form is required as the cover sheet for each agency application.

The following fields must be completed:

1. Name of agency (county health department or other local agency)
2. Address
3. Director's name
4. Telephone number (contact person if questions regarding application)
5. Fiscal Officer
6. Telephone number (contact person if questions regarding budget)
7. Type of organization
8. Federal Employer Identification Number (FEIN)
9. DUNS Number, if required *
10. Where your program will be conducted

Application Checklist - check boxes for items complete

1. County Health Departments only:
 - a. Copy of Health department approved budget
 - b. check box and fill in blank with local tax revenue total
 - c. Check box if plan to submit Public Health Emergency Preparedness Grant Request (due at a later time).
2. For all agencies:
 - a. Check box when Program requests are completed and submitted.
 - b. Check box when Detail Budget are completed and submitted.

Grant Funds Requested: Enter here the amount of GRANT funds being requested from the Kansas Department of Health and Environment, on the appropriate line(s). Please do NOT include matching or other local funds.

Signatures: The Application for Grant document must be signed by both the President/Chairman of the Local Health Board **AND** the Administrator/Director of the local agency for **all county health departments**. For other agencies only one signature is required.

Submit: Application is NOT complete until the signed Application for Grant form is received.

Submit the signed form **one** of the following ways:

1. Scan and e-mail or fax to 785-296-1231
2. Mail application form only to:
KDHE/BCHS
1000 SW Jackson, Suite 340
Topeka, KS 66612-1365
Attention: Aid to Local

COMMENTS: This section should be used to explain or clarify funding requests, (e.g. an increase in Family Planning is requested due to 25% increase in case load; an increase in Maternal and Child Health is requested to offset the decrease in tax revenue from depressed agriculture economy, etc.)

OMB Circular No. A-133 requires that Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted for that year. If the "Yes" box is checked, the Aid to Local Universal Contract requires each agency to submit one complete copy of the single agency audit report to KDHE (Kevin Shaughnessy, Division of Management and Budget, Suite 570) within twelve (12) months after the end of the agency's fiscal year. If you have questions, contact Kevin Shaughnessy at kshaughnessy@kdheks.gov or (785) 296-1507.

***DUNS Number:** Recipients of all grants that are federally funded in any portion are required to have a DUNS (Data Universal Numbering System) number. DUNS numbers can be looked up or created at: <http://fedgov.dnb.com/webform>.

All Aid to Local grants include Federal funds (and required a DUNS number) except:

- State Formula funds
- All components of Community Based Primary Care
 - o General Primary Care
 - o Dental Assistance
 - o Prescription Drug Assistance

Completion Instructions for Personnel allocation by Program

1. Local Agency Name - Name of the organization making the application or receiving an award.
2. Employee Name/Position - Identify the employee by name, followed by their position. If the position is vacant or new, indicate by stating "Vacant", "New", "to be hired", etc., in this column.
3. Salary - The annual salary is the total salary that the agency pays each employee. It should match the salary that is used on the Detail Budget for Grants form.
4. Program Titles - List the specific percent of time the employee works under the appropriate program title(s).
5. Other - Identify percent of time the employee is working on other programs if it is not reflected in any of the previous Aid to Local grants
6. Total - For each employee the total must equal 100% and not exceed 100%.

To add additional lines, click the add line button.

Salaries and percent of time worked should be rounded to the nearest whole figure.

Footnote any discrepancies or clarify what is being reflected.

All budgets submitted must be in agreement. The administering county for multi-county programs is responsible for obtaining correct and up-to-date information on salaries and percent of time each employee works on grants for each sub-grantee(s). Any discrepancies will delay state review and approval. It is encouraged to reflect the county the employee is employed by for comparison purposes.

If you have questions while completing this form, please contact Kevin Shaughnessy 785-296-1507, Division of Management and Budget.

Click the submit button and this form will be attached to an e-mail which is automatically sent to aidtolocal@kdheks.gov.

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Funding for Improvements to Tyler Road, 29th to 37th Streets North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget and adopt the resolution.

Background: On December 3, 2013, the City Council approved a design concept for paving improvements to Tyler Road between 29th and 37th Streets North. Design work is complete and right-of-way acquisition and utility relocation are underway. Construction is expected to begin in spring 2015 and be completed in late 2015.

Analysis: Tyler is currently a two-lane asphalt roadway with unpaved shoulders and ditches for drainage. The proposed improvements consist of widening to a three-lane roadway with right turn lanes at all major entrances, drainage improvements, and the construction of sidewalk along both sides of Tyler. One lane of traffic will be carried northbound only for the duration of the project, except during the summer when Tyler will be closed to through traffic between Westlake Parkway and 37th Street. Traffic will be detoured to Maize Road. Two-way traffic will be restored in August prior to school starting.

Financial Considerations: The existing approved budget is \$412,000, funded by general obligation (GO) bonds. The 2011-2020 Adopted Capital Improvement Program includes \$3,500,000 in GO bond funding in 2015 for completion of this project. The total revised budget is \$3,912,000.

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

Recommendation/Actions: It is recommended that the City Council approve the revised budget, adopt the resolution, and authorize the necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

Attachments: Map, budget sheet, and resolution.

Project Request

CIP Non-CIP CIP YEAR: 2015 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-84700

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Feb 24, 2015 REQUEST DATE: _____

PROJECT #: 208456 PROJECT TITLE: Tyler, 29th to 37th Streets North

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Tyler, 29th to 37th Streets North

OCA #: 706991 OCA TITLE: Tyler, 29th to 37th Streets North

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

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$412,000.00	\$3,500,000.00	\$3,912,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$412,000.00	\$3,500,000.00	\$3,912,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$412,000.00	\$3,500,000.00	\$3,912,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$412,000.00	\$3,500,000.00	\$3,912,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____
 DEPARTMENT HEAD: _____
 BUDGET OFFICER: _____
 CITY MANAGER: _____

DATE: 02/05/15
 DATE: 2/5/15
 DATE: 2/5/15
 DATE: _____



RESOLUTION NO. 15-053

A RESOLUTION SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 47-975 AND ORDINANCE NO. 49-618 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

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

Design, acquisition of right-of-way, utility relocation, administration, and construction of improvements to Tyler, between 29th St. North and 37th St. North (472-84700).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

WHEREAS, certain design and right of way acquisition costs of the Project have been previously authorized pursuant to Ordinance No. 47-975 and Ordinance No. 49-618, and this Resolution is intended to supplement those Ordinances and to authorize additional improvements and expenditures as a part of the Project pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$3,912,000, inclusive of the amounts previously authorized by Ordinance No. 47-975 and Ordinance No. 49-618**, in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimbursed expenditures made on or after the date which was 60 days before the date of adoption of Ordinance No. 47-975 to the extent of Bonds authorized thereunder, and 60 days before the date of adoption of Ordinance No. 49-618 to the extent of increased authorization contained therein, and 60 days before the date of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on February 24, 2015.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

CITY OF WICHITA
City Council Meeting
February 24, 2015

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

Recommendation: Receive and file the report.

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

Analysis: The Kansas Statutes require that weapons seized in connection with criminal activity shall be forfeited to the seizing law enforcement agency and disposed of by sale, trade or use within the agency. Only firearms used in the commission of a homicide or those that cannot be sold or further used because of the condition of the weapon may be destroyed. The Wichita Police Department has several forfeited firearms in its possession that are eligible to be sold. The City Code requires that all transactions involving weapon disposal must have prior approval of the City Manager and are subject to the City Council's review. A list of weapons being sold has been provided (attached hereto as Exhibit A) and includes 51 long guns and 168 handguns. As required by state law, the sale of these guns must be to a federally licensed firearms dealer and will be witnessed and monitored by staff.

Financial Considerations: K.S.A. 22-2512(e) requires that proceeds from the sale of forfeited firearms shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with sale 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 sold.



CITY OF
WICHITA

Police Department

JANUARY 2015

LONG GUNS FOR AUCTION

Exhibit "A"

City Hall 455 North Main Wichita, Kansas 67202-1684

www.wichitapd.com

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		NORINCO	SKS	7101576	RI	7.62MM	10C23075
2		REMINGTON	510	NONE	RB	.22 CAL	10C46487
3		MOSSBERG	500A	K984156	SP	12 GAUGE	10C46275
4		WINCHESTER	190	632608	RI	.22 CAL	10C29393
5		WINCHESTER	1400	118965	SP	12 GAUGE	10C29434
6		RUGER	10/22	11153268	RI	.22 CAL	10C35003
7		WINCHESTER	94AE	S275373	RI	.30 CAL	10C35003
8		US	EDDYSTONE 1917	221295	RB		10C35003
9		SIMONOV	M59/66	F146265	RI	7.62MM	10C52081
10		MOSSBERG	500A	K482801	SP	12 GAUGE	10C34309
11		SAVAGE	30E	NONE	SP	12 GAUGE	10C34309

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		REMINGTON	870	824939V	SP	12 GAUGE	10C35003
13		MOSSBERG	500	T498675	SP	12 GAUGE	10C63584
14		CN ROMARM	GPWAS10	AL259181	RI	7.26MM	10C37021
15		SAVAGE	24	NONE	RC	.22 CAL	10C34309
16		FRANCHI	BRESCIA	C35693	SI	20 GAUGE	10C51445
17		RUGER	10/22	24889632	RI	.22 CAL	10C49713
18		NORINCO	SKS	13333	RI	7.62MM	97C23793
19		NORINCO	SKS	9318426	RI	7.62MM	97C4462
20		NORINCO	SKS	16464	RI	7.62MM	97C23793
21		MARLIN	6082	2R003230	RI	.22 CAL	97C4462
22		MOSSBERG	500CT	G373163	SP	20 GAUGE	10C49713
23		MOSSBERG	500A	T447278	SP	12 GAUGE	10C41676
24		WINCHESTER	12	1691613	SP	12 GAUGE	10C43813

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		MOSSBERG	835	UM606430	SP	12 GAUGE	10C42198
26		REMINGTON	700	E6316360	RB	30-06	10C49617
27		MOSSBERG	835	UM561599	SP	12 GAUGE	10C43813
28		CVA	HAWKEN	88611195	RU	.50 CAL	10C49654
29		CVA	BOBCAT	611317042602	RU	.50 CAL	10C49654
30		IVER JOHNSON		29837	SS	410 GAUGE	10C51479
31		SAVAGE	64	580260	RI	.22 CAL	10C51479
32		RUGER	10/22	24423195	RI	.22 CAL	10C53055
33		BROWNING	BPS FIELD	09005NP121	SP	12 GAUGE	10C56173
34		MOSSBERG	500A	R901231	SP	12 GAUGE	10C51756
35		REMINGTON	1100	374403V	SI	12 GAUGE	10C59280
36		NEW ENGLAND	PARDNER	NN371480	SS	410 GAUGE	10C59280
37		RUGER	10-22	25246820	RI	.22 CAL	10C58541

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
38		J.C. HIGGINS	583.20		SB	12 GAUGE	10C53702
39		STEVENS	87B		RI	.22 CAL	10C59280
40		STEVENS	58		SB	20 GAUGE	10C54180
41		EXCEL	EXCEL	E3618E	SS	20 GAUGE	10C54180
42		REMINGTON	NYLON 66	2379572	RI	.22 CAL	10C54180
43		MARLIN	GLENFIELD 10		RB	.22 CAL	10C58541
44		MOSSBERG	500A	P511245	SP	12 GAUGE	10C65912
45		CRESCENT FIREARMS	NO 60 EMPIRE HAM		SE	410 GAUGE	10C69738
46		STEVENS			SS	12 GAUGE	10C69738
47		MASSACHUSETTS ARMS			SS	12 GAUGE	10C71102
48		WINCHESTER	1200	134359	SP	12 GAUGE	10C71341
49		SEARS	25		RI	.22 CAL	10C77699
50		NORINCO	SKS	9176427	RI	7.62MM	10C81571
51		REMINGTON	870 158	B087224M	SP	12 GAUGE	10C84789



CITY OF
WICHITA

Police Department

JANUARY 2015

HAND GUNS FOR AUCTION

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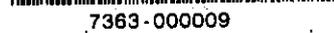
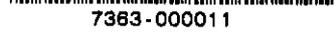
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Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1	 7363-000002	COLT	PYTHON	E80624	PR	357 CAL	10C21188
2	 7363-000003	TAURUS	38 SPECIAL	NC78895	PR	38 CAL	97C86740
3	 7363-000004	BRYCO	48	584045	PI	380 CAL	10C23258
4	 7363-000005	HI POINT	JHP	X423770	PI	45 CAL	10C27402
5	 7363-000006	RUGER	P89	31546705	PI	9MM	10C26502
6	 7363-000007	BRYCO	JENNINGS NINE	1392665	PI	9MM	10C25786
7	 7363-000001	DAVIS INDUSTRIES	P-380	AP162693	PI	.380 CAL	10C26068
8	 7363-000008	KEL TEC	P-11	A4H02	PI	9MM	10C22340
9	 7363-000009	JIMENEZ ARMS	J. A. NINE	037126	PI	9MM	10C23931
10	 7363-000010	RUGER	BLACKHAWK	3765598	PR	.357 CAL	10C25531
11	 7363-000011	GLOCK	22	CMK130	PI	.40 CAL	10C21578

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12	7363-000012	JENNINGS	JENNINGS J-22	647593	PI	.22 CAL	10C28360
13	7363-000013	HI POINT	CF380	P8004725	PI	.380 CAL	10C24203
14	7363-000014	LORCIN	L380	268158	PI	.380 CAL	10C26234
15	7363-000015	HI POINT	CF380	P841936	PI	.380 CAL	10C27607
16	7363-000016	RUGER	LCP	37220274	PI	.380 CAL	10C25531
17	7363-000017	DAN WESSON	357 MAGNUM	57284	PR	.357 CAL	10C28476
18	7363-000018	STAR	MODELO SUPER	015055	PI	9MM	10C28886
19	7363-000019	JIMENEZ ARMS	J. A. NINE	001533	PI	9MM	10C24026
20	7363-000020	SMITH&WESSON	SW9VE	DTT1339	PI	9MM	10C28476
21	7363-000021	JENNINGS	JENNINGS J-22	507024	PI	.22 CAL	10C21170
22	7363-000022	GLOCK	26	BSR936	PI	9MM	10C24123
23	7363-000023	HI POINT	CF380	P863704	PI	.380 CAL	10C22892
24	7363-000024	RUGER	SUPER REDHAWK	55182066	PR	.44 CAL	10C25531

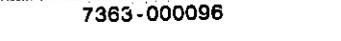
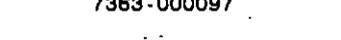
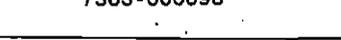
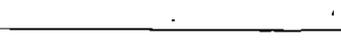
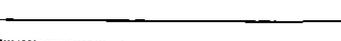
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25	7363-000025	RG	57	LB9165	PR	.357 CAL	10C25076
26	7363-000026	H & R	922	M26201	PR	.22 CAL	10C22506
27	7363-000027	SMITH&WESSON	686	ABC9068	PR	.357 CAL	97C95068
28	7363-000028	KEL TEC	P3AT	HMM61	PI	.380 CAL	10C22608
29	7363-000029	JIMENEZ ARMS	J. A. NINE	137879	PI	9MM	10C31249
30	7363-000030	INTERARMS	FIRESTAR	2111036	PI	.40 CAL	10C32742
31	7363-000031	AUTO ORDINANCE	THOMPSON 1911	AOC22477	PI	.45 CAL	10C36762
32	7363-000032	JIMENEZ ARMS	J. A. NINE	115121	PI	9MM	10C30423
33	7363-000033	GLOCK	21	BCS317	PI	.45 CAL	10C34273
34	7363-000034	JIMENEZ ARMS	JA22	1143314	PI	.22 CAL	10C33301
35	7363-000035	COBRA	CLB38	CT048646	PD	.38 CAL	10C32992
36	7363-000036	ARMS COMPANY		23284	PR	.22 CAL	10C47049
37	7363-000037	HI POINT	C9	P1434736	PI	9MM	10C30109

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
38	 7363-000038	COLT	PYTHON	V71131	PR	.357 CAL	10C34309
39	 7363-000039	HI STANDARD	DOUBLE-NINE	1516822	PR	.22 CAL	10C30931
40	 7363-000040	TAURUS	24/7 PRO DS	SCS12951	PI	.40 CAL	10C37145
41	 7363-000041	COBRA	CA380	CP042033	PI	.380 CAL	10C30847
42	 7363-000042	CLERKE	22LR	260109	PR	.22 CAL	10C32784
43	 7363-000043	COBRA		FS045038	PI	.380 CAL	10C31182
44	 7363-000044	COBRA	CA 32	CP010976	PI	.32 CAL	10C32022
45	 7363-000045	SMITH&WESSON	57	N833568	PR	.41 CAL	10C31343
46	 7363-000046	RAVEN ARMS	P25	344117	PI	.25 CAL	10C32642
47	 7363-000047	COLT	TROOPER MK II	J82026	PR	.357 CAL	10C32912
48	 7363-000048	BRYCO	JENNINGS NINE	1311821	PI	9MM	10C34309
49	 7363-000049	RUGER <i>RG</i>	RG23	T507825	PR	.22 CAL	10C35866
50	 7363-000050	IVER JOHNSON			PR	.32 CAL	10C33939
51	 7363-000051	LORCIN	L380 <i>163</i>	261776	PI	.380 CAL	10C33607

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
52	 7363-000052	HI POINT	CF380	P861979	PI	.380 CAL	10C34046
53	 7363-000053	RAVEN ARMS	MP-25	808930	PI	.25 CAL	10C46312
54	 7363-000054	TAURUS	24/7 PRO DS	SCV00088	PI	.40 CAL	10C506783
55	 7363-000055	INTRATEC	TEC-DC9	0024806	PI	9MM	97C67529 (7.0)
56	 7363-000056	RUGER	MK II	1937566	PI	.22 CAL	97C23793 (7.0)
57	 7363-000057	GLOCK	21	ASR630	PI	.45 CAL	97C4462 (7.0)
58	 7363-000058	SMITH&WESSON	10-6	D113216	PR	.38 CAL	97C23941 (7.0)
59	 7363-000059	TAURUS	PT-25	DNG04188	PI	.25 CAL	97C4462 (7.0)
60	 7363-000060	NORINCO	213	702313	PI	9MM	97C23793 (7.0)
61	 7363-000061	ROSCOE ARMS		247402	PR	.22 CAL	97C77561 (7.0)
62	 7363-000062	BERETTA	92FS	J17366Z	PI	9MM	10C37812
63	 7363-000063	SMITH&WESSON	29-2	N471859	PR	.44 CAL	10C40467
64	 7363-000064	TAURUS	PT99AF	L07677	PI	9MM	10C40596

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
65	 7363-000065	DAVIS INDUSTRIES	P380	AP267118	PI	.380 CAL	10C45263
66	 7363-000066	COLT	MATCH TARGET	85127S	PI	.22 CAL	10C44064
67	 7363-000067	BRYCO	JENNINGS NINE	1539814	PI	9MM	10C37452
68	 7363-000068	PHOENIX ARMS	HP22A	4282214	PI	.22 CAL	10C50518
69	 7363-000069	RUGER	P85	30075014	PI	9MM	10C43359
70	 7363-000070	GLOCK	21	MRX157	PI	.45 CAL	10C41676
71	 7363-000071	RUGER	P95	31491923	PI	9MM	10C42206
72	 7363-000072	TAURUS	8836805	VH37384	PR	.357 CAL	10C44013
73	 7363-000073	INTRATEC	CAT9	05434	PI	9MM	10C43458
74	 7363-000074	INA	3	051770	PR	.38 CAL	10C38520
75	 7363-000075	COBRA	FS380	FS022756	PI	.380 CAL	10C39382
76	 7363-000076	RG	RG40	026895	PR	.38 CAL	10C44755
77	 7363-000077	FIE	CAT885	TC18521	PR	.22 CAL	10C41291

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
78	 7363-000078	SMITH & WESSON	M&P9	MPM4306	PI	9MM	10C40659
79	 7363-000079	LORCIN	L380	036479	PI	.380 CAL	10C49802
80	 7363-000080	JENNINGS	J-22	506843	PI	.22 CAL	10C51496
81	 7363-000081	LLAMA	MINIMAX45	710407922	PI	.45 CAL	10C51637
82	 7363-000082	RUGER	REDHAWK	50174357	PR	.44 CAL	10C47897
83	 7363-000083	SMITH&WESSON	28-2	N221005	PR	.357 CAL	10C51404
84	 7363-000084	Hi-Point	JCP	X797058	PI	.40cal	10C62554
85	 7363-000085	LORCIN	L380	371185	PI	.380 CAL	10C46307
86	 7363-000086	STAR	BM	1793588	PI	9MM	10C46307
87	 7363-000087	RG INDUSTRIES	RG31	022720	PR	.38 CAL	10C52799
88	 7363-000088	BRYCO	JENNINGS 9 CA	1547486	PI	9MM	10C47816
89	 7363-000089	HI POINT	JCP	X7109857	PI	.40 CAL	10C53469
90	 7363-000090	HI POINT	CF380	P873986	PI	.380 CAL	10C48256

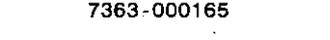
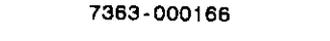
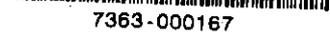
Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
91	 7363-000091	JIMENEZ ARMS	J. A. NINE	051029	PI	9MM	10C46977
92	 7363-000092	LORCIN	L380	315791	PI	.380 CAL	10C51039
93	 7363-000093	FIE	TITAN	B64086	PI	.25 CAL	10C46116
94	 7363-000094	JENNINGS	48	621300	PI	.380 CAL	10C51522
95	 7363-000095	BRYCO	BRYCO 38	1521743	PI	.380 CAL	10C51522
96	 7363-000096	RAVEN ARMS	P25	497842	PI	.25 CAL	10C53582
97	 7363-000097	BERETTA	21A	BES49457U	PI	.22 CAL	10C53781
98	 7363-000098	TANFOGLIO	TZ75 GOV'T	H27604	PI	9MM	10C54253
99	 7363-000099	SMITH & WESSON	645	TAM0902	PI	.45 CAL	10C55486
100	 7363-000100	SMITH & WESSON	SW9VE	DSD7192	PI	9MM	10C55680
101	 7363-000101	SPRINGFIELD ARMORY	1911A1	WW46331	PI	.45 CAL	10C56740
102	 7363-000102	BRYCO	JENNINGS 9 CA	1564349	PI	9MM	10C57241
103	 7363-000103	HI POINT	JCP	X773842	PI	.40 CAL	10C57298

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
104	 7363-000104	DAVIS INDUSTRIES	D32	501735	PD	.32 CAL	10C57801
105	 7363-000105	RUGER	P97DC	66353734	PI	.45 CAL	10C58492
106	 7363-000106	JIMENEZ ARMS	J. A. NINE	073239	PI	9MM	10C58495
107	 7363-000107	ECHASA	GZMAB	43486	PI	.32 CAL	10C58541
108	 7363-000108	RUGER	P89DC	30489569	PI	9MM	10C58847
109	 7363-000109	HI POINT	CF380	P892593	PI	.380 CAL	10C59355
110	 7363-000110	PHOENIX ARMS	RAVEN	3058871	PI	.25 CAL	10C59531
111	 7363-000111	STAR	FIRESTAR	2056814	PI	.45 CAL	10C60710
112	 7363-000112	JENNINGS	BRYCO 59	765742	PI	9MM	10C59616
113	 7363-000113	GLOCK	17	NX207US	PI	9MM	10C60710
114	 7363-000114	HI POINT	JH	338578	PI	.45 CAL	10C60343
115	 7363-000115	DAVIS INDUSTRIES	DM-22	306430	PD	.22 CAL (MAG)	10C61236
116	 7363-000116	SMITH & WESSON	64-3	30D1482	PR	.38 CAL	10C61274

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
117	 7363-000117	RUGER	P89DC	31001676	PI	9MM	10C61556
118	 7363-000118	HI POINT	JCP	X737530	PI	.40 CAL	10C61854
119	 7363-000119	HI POINT	JCP	X792336	PI	.40 CAL	10C62706
120	 7363-000120	RAVEN ARMS	MP-25	1651842	PI	.25 CAL	10C62876
121	 7363-000121	RG INDUSTRIES	RG14	L545546	PR	.22 CAL	10C63845
122	 7363-000122	TAURUS	PT140PRO	SZL70087	PI	.40 CAL	10C64503
123	 7363-000123	INTRATEC	TEC-22	034571	PI	.22 CAL	10C64503
124	 7363-000124	STARFIRE	30MI	1846056	PI	9MM	10C64503
125	 7363-000125	WILKINSON ARMS	LINDA9MM	881672	PI	9MM	10C64503
126	 7363-000126	BRYCO	JENNINGS 9 CA	1558150	PI	9MM	10C65234
127	 7363-000127	H & R	732	V4643	PR	.32 CAL	10C66388
128	 7363-000128	TANFOGLIO	BTA90	G09749	PI	9MM	10C62802
129	 7363-000129	TANFOGLIO	TZ75	H03528	PI	9MM	10C65213

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
130	7363-000130	SMITH & WESSON	422	TBS9669	PI	.22 CAL	10C66520
131	7363-000131	BROWNING	HI POWER	405284	PI	9MM	10C66287
132	7363-000132	HI POINT	C9	P1379596	PI	9MM	10C66564
133	7363-000133	SPRINGFIELD	1911A1	N414435	PI	.45 CAL	10C67307
134	7363-000134	GLOCK	22	GPN518	PI	.40 CAL	10C67381
135	7363-000135	SPRINGFIELD	XD40	US486831	PI	.40 CAL	10C67926
136	7363-000136	JENNINGS	J22	154888	PI	.22 CAL	10C67871
137	7363-000137	BRYCO	38	228577	PI	.380 CAL	10C68089
138	7363-000138	TAURUS	PT111 MILLENNIUM	TAP76617	PI	9MM	10C68628
139	7363-000139	LORCIN	L22	087327	PI	.22 CAL	10C70333
140	7363-000140	GLOCK	17	BC661	PI	9MM	10C70609
141	7363-000141	RUGER	MARK II	21515133	PI	.22 CAL	10C71158
142	7363-000142	TAURUS	PT92AF	TAR01719	PI	9MM	10C71554

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
143	 7363-000143	TAURUS	85	HK30446	PR	.38 CAL	10C72148
144	 7363-000144	SMITH & WESSON	SW40F	PAK0727	PI	.40 CAL	10C72147
145	 7363-000145	GLOCK	30	DPD205	PI	.45 CAL	10C72476
146	 7363-000146	COLT	M1991A1	2795562	PI	.45 CAL	10C72669
147	 7363-000147	HI POINT	JCP	X7121444	PI	.40 CAL	10C73173
148	 7363-000148	HIGH STANDARD	SENTINEL DELUXE	2384774	PR	.22 CAL	10C73390
149	 7363-000149	GLOCK	21	ASS929	PI	.45 CAL	10C74277
150	 7363-000150	KAHR	PM9	1B6456	PI	9MM	10C73447
151	 7363-000151	TAURUS	PT 140 MILLENNIUM	STF28678	PI	.40 CAL	10C73447
152	 7363-000152	DAVIS INDUSTRIES	P32	P108537	PI	.32 CAL	10C75546
153	 7363-000153	JIMENEZ ARMS	J. A. NINE	077125	PI	9MM	10C77166
154	 7363-000154	DAVIS INDUSTRIES	P32	P143643	PI	.32 CAL	10C77321
155	 7363-000155	HI POINT	C9	P1473554	PI	9MM	10C77321

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
156	 7363-000156	RUGER	P95DC	31439203	PI	9MM	10C77835
157	 7363-000157	HI POINT	CF380	P822081	PI	.380 CAL	10C78248
158	 7363-000158	HI POINT	C9	P1377646	PI	9MM	10C78367
159	 7363-000159	INTERDYNAMIC	KG-99	16293	PI	9MM	10C78367
160	 7363-000160	STAR	30MI STARFIRE	1846387	PI	9MM	10C78367
161	 7363-000161	JIMENEZ ARMS	J. A. NINE	115233	PI	9MM	10C78669
162	 7363-000162	BERSA	THUNDER 380	408047	PI	.380 CAL	10C78979
163	 7363-000163	EAA	WINDICATOR	1060191	PR	.357 CAL	10C79396
164	 7363-000164	SMITH & WESSON	10-5	D116725	PR	.38 CAL	10C79881
165	 7363-000165	HI POINT	C9	P160720	PI	9MM	10C80081
166	 7363-000166	JIMENEZ ARMS	J. A. NINE	115855	PI	9MM	10C80781
167	 7363-000167	SPRINGFIELD	1911-A1	N377650	PI	.45 CAL	10C81479
168	 7363-000168	RUGER	P95	31707909	PI	9MM	10C81571

**City of Wichita
City Council Meeting
February 24, 2015**

TO: Mayor and City Council
SUBJECT: 2015 Narcotic Seizure Fund Budget
INITIATED BY: Police Department
AGENDA: Consent

Recommendation: Adopt the 2015 Narcotic Seizure Fund budget.

Background: The Wichita Police Department has utilized the Narcotic Seizure Fund for decades to fund drug-related Police operations. The Narcotic Seizure Fund consists of monies from Federal, State, and other agencies obtained as a result of investigations into illegal enterprises such as the possession and sale of narcotics. After the judicial process is completed, the funds are awarded to the department. The Wichita Police Department adheres to stringent Federal and State guidelines in accounting for and using the Narcotic Seizure Fund.

Analysis: The budget for the Narcotic Seizure Fund is adopted to permit the expenditure of funds forfeited to the Wichita Police Department. Federal and State regulations require separate accounts for assets forfeited under different forfeiture programs.

Financial Considerations: As of October 31, 2014, the Narcotic Seizure Fund balance totaled \$1,536,063. The following budget is recommended for 2015:

	<u>Amount</u>
Contingency	\$403,000
Special Investigations Operating Expenses	\$245,900
Law enforcement training	30,000
Annual audit	2,000
Legal Advertising	4,000
Other	5,000
Maintenance (Data equipment)	4,000
Canine	20,000
Police Equipment	280,000
Predictive Analytics software	100,000
TOTAL:	\$1,093,900

Legal Considerations: Federal and State laws require local units of government to use forfeited assets to supplement the funds dedicated to law enforcement and prohibit substituting local funds with forfeited assets.

Recommendations/Actions: It is recommended that the City Council adopt the 2015 Narcotic Seizure Fund budget.

Attachments: None.

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: Printing and Mailing Services
INITIATED BY: IT/IS Department
AGENDA: Consent

Recommendation: Approve the contract.

Background: On the 9th day of June, 2009, the City of Wichita outsourced printing and mailing services, and the in-house print shop was dissolved. The current contract has been successful in providing the printing services for all City department requirements and mailing services. The past contract was for one year with four one year renewal options.

Analysis: A request for proposal was issued and mailed to 64 registered firms. There were four proposal responses submitted and three firms were interviewed by the staff screening selection committee. The evaluation criteria included project understanding, presentation approaches to providing services, technical qualifications, ability to provide printing services within the required timeframes, quality control processes and delivery method, emerging or minority business enterprise participation and proposed cost. Quik Print was the recommended firm that best met the evaluation criteria and provided the best approach and competitive pricing. Quik Print is a locally women-owned business.

Financial Considerations: This contract will not obligate the City to any specific purchases or volume of purchases for printing services; it only provides departments the ability to utilize for outside printing services.

Legal Considerations: The Department of Law has approved the contract as to form. This contract will be for one year with four one year options.

Recommendation/Action: It is recommended that the City Council approve the selection of Quik Print for printing and mailing services and authorize the necessary signatures.

Attachments: Contract

R E C E I V E D
FEB 17 2015

CONTRACT PURCHASING
for
OUTSOURCED PRINTING SERVICES AND MAIL ROOM SERVICES

BLANKET PURCHASE ORDER NUMBER – BP540011

THIS CONTRACT entered into this 24th day of February 24, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **TARRANT, INC. DBA QUIK PRINT** (Vendor Code Number 810486-001), 217 Pennsylvania, Wichita, KS 67214, Telephone Number (316) 942-2208, hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Outsourced Printing Services and Mail Room Services** for the IT / IS Department /Print Shop Division (Formal Proposal – FP440071); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services specified in its response for Outsourcing Print Shop and Mail Room Services – Option 1 and Option 2, to Formal Proposal Number – FP440071, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP440071, shall be considered a part of this contract and is incorporated by reference herein. The Cost of Services for all items listed on Exhibit B of **VENDOR's** proposal shall be as listed on attached Exhibit B. All other aspects of that proposal shall remain the same. As long as this contract is in effect, the **CONTRACTOR** can occupy the space at City Hall in the basement (currently known as the Print Shop) with no cost or expense in the form of rent payments for the space occupied.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** pricing as per **Exhibit B** for **Outsourced Printing Services and Mail Room Services** to meet the requirements in the proposal, plans, specifications, addenda and Contractor's proposal of November 21, 2014, and as approved by the City Council on February 24, 2015. **CITY** agrees to pay **CONTRACTOR'S** invoice in net 10 days, after presentation of statement closing on the 25th of each month.

**Print Job Pricing ESCALATING – DE-ESCALATING PRICES –
FIRM FOR ONE (1) YEAR**

**Excluding paper cost and other volatile printing materials
with written justification and approval by the City of Wichita**

3. **Term.** The term of this contract shall be from **March 1, 2015 through December 31, 2015** with an option to renew for four (4) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

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

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

1. Commercial General Liability

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

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

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

2. Comprehensive Automobile Liability

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

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

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

3. <u>Workers' Compensation</u>	<u>Statutory</u>
Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease

The Insurance Certificate must contain the following:

Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

QUIK PRINT



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



Signature

Johnny Tarrant

Print Signature Name

President

Title (President or Corporate Officer)

EXHIBIT A

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

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

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

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to

have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

EXHIBIT B

	Quick Print Option #1 Quantity	Contract Pricing Outsourced Printing Services Price per Copy
<u>B&W Copies</u>		
8.5x11	1-500	\$0.037
	501-2500	\$0.037
	2501-10000	\$0.037
	10000 +	\$0.037
8.5x14	1-500	\$0.037
	501-2500	\$0.037
	2501-10000	\$0.037
	10001 +	\$0.037
11x17	1-500	\$0.05
	501-2500	\$0.05
	2501-10000	\$0.05
	10001+	\$0.05
<u>Color copies</u>		
8.5x11	1-50	\$0.19
	51-300	\$0.19
	301-500	\$0.19
	501-1500	\$0.19
	1501+	\$0.19
8.5x14	1-50	\$0.25
	51-300	\$0.25
	301-500	\$0.25
	501-1500	\$0.25
	1501+	\$0.25
11x17	1-50	\$0.38
	51-300	\$0.38
	301-500	\$0.38
	501-1500	\$0.38
	1501+	\$0.38

Additional Charges

Color paper	\$0.010+\$0.030
Brites	\$0.019+\$0.030
Cover 65#	\$0.026+\$0.030
Cover 80#	\$0.027+\$0.030
3 hole drilled	\$0.007+\$0.023
Stapling	\$0.03 (N/C inline)
Transparencies	\$1.00+\$0.030

Lithographic

1/0 black ink	300/1000
1/1 black ink	\$24/\$50
2/0 black & 1 pms	\$36/\$82
2/2 black & 1 pms	\$48/\$90
	\$60/\$122

non standard ink
Setup & Wash up
Del. Proof bef print

FLAT

\$20 min
N/C
N/C

Business Cards

black one side	500/1000/add'l 1000
black & 1 pms 1 side	\$25/\$40/\$30
thermography	\$45/\$60/\$50
Add'l each name	\$10/\$10/\$10
PMS vs. black ink	N/C
Digital CYMK 1 side	\$15/\$15/\$15
Digital black	\$45/\$70/\$45
	\$25/\$40/\$30

Digital

Digital – CYMK – 1 sided
Digital - Black

Desktop Services

disk preflight	N/C
CD of files/copy	N/C
Desktop design	\$60/hr (\$15 min)

Display Posters

	Duplicates/set up
max 60" 4 color	\$1.95 sq. ft./\$30
manipulate./file repairs	\$35 hr/\$15 min

Mounting

8.5x11 foam	\$2.95
11x17 foam	\$5.95
18x24 foam	\$13.00
24x36 foam	\$26.00
spray mount	\$3.00/sq ft
detail cutting	\$48.00/hr
straight cutting	\$1.00/cut
mounting	\$2.50/sq ft
grommets	\$.20 each

Lamination

\$1.00 each

Bindery

cutting	1000/minimum \$2.50/\$2.50
business card	included above
3 hole punch	\$7.50/\$5.00
padding/chipboard	\$.25/\$.25 per pad
perforate/score	\$20/\$10
collate	*\$20/\$10
*No Charge if done inline on copier	
hand fold	\$50/\$15
machine fold	\$10/\$10
saddle stitch	\$50/\$25
heavy duty staple	\$.03 each

PC/D-L Wire/GBC...

Max \$1.25 per book

clear acetate cover

\$0.20

white vellum

\$0.05

linen/premium

\$0.10

Graphic Art

\$60/hr

Delivery Fee

Free

Pickup schedule Anytime

Option #2 - Mailing Services

There will be a \$50 per day charge for providing a Quik Print staff member to process all the outgoing mail in the City Hall, Basement, Mail Room, 455 N Main, Wichita, KS

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: First Reading and Issuance of Taxable Multi-family Revenue Bonds (KS1, LLC)
Exchange Place Project (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Place the Ordinance on first reading.

Background: On October 8, 2013, the City Council approved an Amended and Restated Development Agreement (Agreement) with the new developer of the Exchange Place Project, John McWilliams doing business as KS1, LLC. The Agreement states that the City would issue Industrial Revenue Bonds (IRBs) in an amount not to exceed \$45,000,000. McWilliams has received a loan commitment from the U.S. Department of Housing and Urban Development (HUD) and is now asking for the issuance of IRBs in an amount not to exceed \$45,000,000.

Analysis: KS1, LLC is planning to construct 230 apartments in two vacant buildings and a new addition, and to build a 273-car automated parking structure. The total project budget is over \$55 million, of which at least \$45,000,000 is required to be provided by the Developer pursuant to the Amended and Restated Development Agreement as the Developer Improvement Contribution. These funds will be used to acquire facilities and to construct, improve, equip and install all improvements to the facilities. Additional funding for the balance of the project costs will come from the sale of historic tax credit proceeds from tax increment financing and private equity. The City will issue the IRBs in order to provide an exemption on sales tax for the costs of construction materials and furnishings for the project. The IRBs will be purchased by a related party to KS1, LLC. The City will also provide TIF funding in an amount not to exceed \$12,500,000 for the acquisition of land and construction of the parking structure.

To the extent that unused construction contingency funds are available, a \$1,000,000 escrow will be established from which the City may draw funds to cover any shortfall in TIF revenue needed for debt service on TIF bonds issued to fund the City contribution. In addition, to the extent other unused construction contingency funds are available after funding the TIF revenue shortfall reserve, businesses with claims outstanding for payment for work previously performed on the Wichita Executive Center building will be paid; such outstanding invoices aggregate approximately \$950,000.

Bond ordinances are required by law to have two readings to achieve approval. The recommended action is to place the Ordinance on first reading. A second reading, in conjunction with a required public hearing, will occur on March 3, 2015. Required notices for the public hearing will be published.

Financial Considerations: KS1, LLC agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. KS1 is not requesting abatement of property taxes in conjunction with the IRBs.

The City contribution in the amount of \$12,500,000 will be paid to Gershman Mortgage at the HUD closing pursuant to closing instructions to be dispersed by Gershman. This payment will be financed by full faith and credit bonds paid by TIF revenue generated within the Exchange Place project area and any

available TIF shortfall escrow funds. Any shortfall in revenue from these sources needed for debt service on the bonds will be paid from the City's debt service fund.

Legal Considerations: Gilmore & Bell will serve as the City's bond counsel. Bond documents required for the issuance of the bonds will be prepared by bond counsel. The form of bond documents will be subject to review and approval by the Law Department prior to the issuance of any bonds.

Recommendation/Action: It is recommended that the City Council place the Bond Ordinance on first reading.

Attachment(s): Bond Ordinance

ORDINANCE NO. 49-942

**OF THE
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$45,000,000
TAXABLE MULTIFAMILY HOUSING REVENUE BONDS
SERIES I, 2015
(EXCHANGE PLACE PROJECT)**

(Published in the *Wichita Eagle* on March 6, 2015)

ORDINANCE NO. 49-942

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE TAXABLE MULTIFAMILY HOUSING REVENUE BONDS, SERIES I, 2015 (EXCHANGE PLACE PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, RENOVATING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL MULTIFAMILY HOUSING PROJECT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas, Kansas (the “City”), is authorized pursuant to the provisions of K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Taxable Multifamily Housing Revenue Bonds, Series I, 2015 (Exchange Place Project), in a principal amount not to exceed \$45,000,000, for the purpose of acquiring, renovating, constructing, installing and equipping a commercial multifamily housing project (the “Project”), and that the City lease the Project to KS1, LLC, a Kansas limited liability company (the “Company”); and

WHEREAS, the Project is a portion of the residential and commercial complex described in the Amended and Restated Development Agreement for The Exchange Place Building, Michigan Building, Bitting Building and Parking Garage between the City and the Company (the “Development Agreement”); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Renovation, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, renovation, construction, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Taxable Multifamily Housing Revenue Bonds, Series I, 2015 (Exchange Place Project) in a principal amount not to exceed \$45,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, renovating, constructing, installing and equipping the Project. The Bonds shall be issued

and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds will be special limited obligations of the City payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Bonds will not be general obligations of the City, nor constitute a pledge of the faith and credit of the City, and will not be payable in any manner by taxation.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture"), between the City and Security Bank of Kansas City (the "Trustee"), prescribing the terms and conditions of the Bonds;

(b) Lease Agreement (the "Lease"), between the City, as lessor, and the Company, as lessee, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, renovating, constructing, installing and equipping the Project and lease the Project to the Company in consideration of rental payments sufficient to pay the principal of and interest on the Bonds;

(c) a Bond Purchase Agreement (the "Bond Purchase Agreement") for the Bonds among the City, the Company and the purchaser named therein.

(d) an Escrow Agreement (the "Escrow Agreement") providing for the escrow and disbursement of (i) the City's \$12,500,000 contribution for payment of redevelopment project costs related to the Project; (ii) a tax increment shortfall fund as security for the City's tax increment financing bonds to be issued for payment of redevelopment project costs related to the Project; and (iii) funds for payments of creditors with claims for payment for work done in the Wichita Executive Center, all as more specifically set forth in the Development Agreement.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City, or member of the City's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is hereby authorized and directed to execute the Indenture, the Lease, the Bond Purchase Agreement, the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk or the Deputy City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Lease, the Bond Purchase Agreement, the Escrow Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Pledge of the Project and Net Lease Rentals. The City hereby pledges the Project and the net rentals generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture.

Section 6. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other

documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Lease, the Bond Purchase Agreement and the Escrow Agreement.

Section 7. Authority To Correct Errors, Etc. The Mayor or member of the City's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary (a) to correct errors or omissions therein, or (b) to conform the same to the other provisions of said instruments or to the provisions of this Ordinance, or (c) to make such changes or additions as the City Manager or City Attorney shall deem necessary and appropriate to comply with the requirements of the United States Department of Housing and Urban Development ("HUD"), in connection with the Company's HUD-insured loan to finance a portion of the Project.

Section 8. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

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PASSED by the governing body of the City on March 3, 2015 and **SIGNED** by the Mayor.

Mayor

[SEAL]

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 49-_____ of the City of Wichita, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

City Clerk

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: Emergency Raw Water Main Repair at the Water Treatment Plant (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget and adopt the amending resolution.

Background: A leak in the primary feed pipe to the Water Treatment Plant was discovered in late January 2015. A bypass pipe was constructed to temporarily feed the water so the primary pipe could be shut down for repairs. The best method for repairs has been identified. Staff and engineering consultants are working this week to fix the leak prior to the onset of the irrigation season, at which time the primary feed pipe needs to be activated in order to meet higher demands.

Analysis: The City Council ratified a public exigency for \$600,000 on January 27, 2015, and another public exigency for \$100,000 on February 10, 2015. This action would authorize an additional \$1.3 million in expenditures and would bring the total project budget to \$2 million. That amount will cover the design and construction of the emergency bypass, as well as the repairs to the primary feed pipe.

Financial Considerations: The total cost of the project is not expected to exceed the \$2 million project budget being proposed. Funding is available in the 2015 budget for Water Mains Replacement or Relocation (W-67). The rate increases that went into effect in January support a total budget of \$5.4 million for that project. On December 9, 2014, the City Council initiated \$1.5 million out of that budget, so this action would initiate an additional \$2 million.

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

Recommendations/Actions: It is recommended that the City Council approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Amending resolution and amending notice of intent.

RESOLUTION NO. 15-055

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-357 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body has heretofore by Resolution No. 14-357 of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2015 Water Distribution Mains Replacement (W-67)

(the "Project") at an estimated cost, including related design and engineering expenses of \$1,500,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$1,620,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. *Section 1 and Section 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2015 Water Distribution Mains Replacement (W-67)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of **\$3,500,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$3,780,000** (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 3. Notice. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on February 24, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim Director of
Law & City Attorney

(Published in *The Wichita Eagle*, on _____, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 14-357, on December 9, 2014 (the “Resolution”). The Resolution amended Resolution No.13-259 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$1,620,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. **The Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on**

2015 Water Distribution Mains Replacement (W-67)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$3,500,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$3,780,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Amended Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Amended Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
February 24, 2015**

TO: Mayor and City Council

SUBJECT: Waterwalk Apartments; Waiver & Approval of Assignment and Release (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Approve the Lessor Estoppel Certificate and Assignment and Assumption of Waterwalk Ground Lease #5, waive Lease conditions, and consent to release of the Assignor.

Background: Pursuant to Waterwalk Ground Lease #5, dated as of June 26, 2013 (the “Lease”), the City leased a site west of the Arkansas River to Waterwalk Apartments by VP LLC, for development of an apartment project (which the tenant later modified to include a hotel use as well).

Now, Waterwalk Apartments by VP LLC (the “Assignor”) wishes to transfer its interest in the project to another entity, Waterwalk Wichita, LLC (the “Assignee”). In connection with the proposed assignment, the Assignor has requested that the City execute a Lessor Estoppel Certificate, to document that there are no known events of default under the Lease. The Assignor has also requested that the City consent to release the Assignor from all subsequently arising obligations under the Lease, looking only to the Assignee for future performance of tenant obligations.

Analysis: Under the terms of Section 10.07 of the Lease, the City is required to execute and furnish appropriate estoppel certificates upon request. The form of the Lessor Estoppel Certificate requested by the Assignor is in conformity with the form provided for under the Lease. Under Section 16.06 of the Lease, the City is also required to release an assigning tenant from future obligations if certain conditions are met. These conditions include: 1) the proposed assignee expressly assumes and agrees to perform all the obligations of the Tenant under the Lease arising as of the date of the assignment; and 2) the Tenant furnishes the City with evidence in the form of financial statements, accompanied by the certificate of an independent certified public accountant, establishing that the net worth of such proposed assignee immediately following such assignment will be at least equal to the net worth of the Tenant as shown by the most recent financial statement of Tenant.

The first of the two conditions for release will be met when the Assignee executes the Assignment and Assumption of Waterwalk Ground Lease #5, because the Assignee agrees, in paragraph 3 of that document, to assume all of the Assignor’s obligations under the Lease.

The Assignor has asked the City to waive the second condition, in part because neither the Assignor nor the Assignee has previously been asked to prepare or furnish such financial statements, so that the need to do so would entail considerable expense and delay. Further, the Assignee intends to secure approximately \$3.45 Million in additional debt (for a total of approximately \$12.45 Million) under the existing mortgage, so it likely would not meet the comparative balance sheet test for that reason. However, there are independent grounds to rationally conclude the Assignee has adequate capacity to continue to operate the project on a going concern basis. A recent third-party appraisal by the Martens Company values the completed apartment project at approximately \$16.4 Million as of November, 2014, and the lender, Simmons Bank, would not have allowed the additional debt if its underwriting analysis indicated it was unsafe.

Financial Considerations: Based on the considerations noted in “Analysis,” the Assignee can be expected to have adequate capacity to assume operation of the project. The City will not be responsible for any costs of the assignment and assumption, including any recording fees or additional mortgage registration tax.

Legal Considerations: The Lessor Estoppel Certificate and the Assignment and Assumption of Waterwalk Ground Lease #5 have been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Lessor Estoppel Certificate and Assignment and Assumption of Waterwalk Ground Lease #5, waive Lease conditions, consent to release of the Assignor, and authorize necessary signatures.

Attachments: Lessor Estoppel Certificate
Assignment and Assumption of Waterwalk Ground Lease #5

LESSOR ESTOPPEL CERTIFICATE

THE CITY OF WICHITA, KANSAS, a Kansas municipality (“Ground Lessor”), and **WATERWALK APARTMENTS BY VP LLC**, a Kansas limited liability company (“Ground Lessee”), executed that certain WaterWalk Ground Lease No. 5, dated as of June 26, 2013, filed of record with the Sedgwick County Register of Deeds on July 8, 2013, DOC.#/FLM-PG 29386466, pertaining to that certain real property commonly known as 411 W. Maple, Wichita, Kansas (such Lease together with all addendums, amendments, modifications and supplements thereto is collectively hereinafter the “Ground Lease”), with respect to the real property legally described in the Ground Lease (the “Land”).

WHEREAS, pursuant to that certain Asset Purchase Agreement with Assignment of Waterwalk Ground Lease #5, dated to be effective as of _____, 2015 (“Purchase Agreement”), by and among Ground Lessee, WaterWalk Wichita LLC, a Kansas limited liability company (“Purchaser”), and Value Place Holdings LLC, a Kansas limited liability company, Ground Lessor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease; and

WHEREAS, in connection with the Purchase Agreement, Purchaser and/or Security 1st Title LLC as issuing agent for First American Title Insurance Company have requested Ground Lessor provide this Lessor Estoppel Certificate pursuant to Section 10.07 of the Ground Lease.

Ground Lessor hereby certifies, acknowledges, and agrees as follows:

1. The Ground Lease is in full force and effect and is valid and enforceable against Ground Lessor, and in any event, Ground Lessor acknowledges and agrees that it will not assert that either (a) a Ground Lessee default under the Ground Lease has occurred prior to the Effective Date, or (b) prior to the Effective Date an event occurred or condition existed which, with the giving of notice or the lapse of time or both, would constitute a default of Ground Lessee under the Ground Lease.

2. Ground Lessor agrees to send to Purchaser all notices to which Purchaser is entitled pursuant to Article X of the Ground Lease, at the following address: 8621 East 21st Street North, Suite 250, Wichita, KS 67206.

3. Ground Lessor acknowledges that it is executing and delivering this Certificate for the benefit of Purchaser, any persons or entities acquiring all or any portion of Purchaser’s interest in the Ground Lease, and each of their respective lenders, and any title insurance company providing title insurance to any of such persons, including, but not limited to, Security 1st Title LLC and First American Title Insurance Company, entities, or lenders, together with each of their respective successors and assigns, knowing that each of such persons and entities will rely upon the contents hereof.

Dated as of _____, _____.

Signatures follow on the next page.

CITY OF WICHITA, KANSAS

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, came _____, as _____ of the City of Wichita, a Kansas municipality, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

ASSIGNMENT AND ASSUMPTION OF WATERWALK GROUND LEASE #5

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (“Assignment”) is made and entered into as of this ____ day of _____, 2015 (“Transfer Date”), by and among **WATERWALK APARTMENTS BY VP LLC**, a Kansas limited liability company (“Assignor”), Assignor’s sole member, **VALUE PLACE HOLDINGS LLC**, a Delaware limited liability company (“Value Place”), and **WATERWALK WICHITA LLC**, a Kansas limited liability company (“Assignee”).

WHEREAS, this Assignment has been delivered pursuant to that certain Asset Purchase Agreement with Assignment of Waterwalk Ground Lease #5 dated to be effective _____, 2015 (“Purchase Agreement”), by and among Assignor, Assignee, and Value Place, whereby Assignor has, among other things, agreed to assign all its right, title and interest in and to that certain Waterwalk Ground Lease No. 5, by and between Assignor and the City of Wichita, Kansas, a Kansas municipality (the “Landlord”), dated June 26, 2013, and filed of record with the Sedgwick County Register of Deeds on July 8, 2013, DOC.#/FLM-PG 29386466 (the “Ground Lease”) pertaining to that certain real property commonly known as 411 W. Maple, Wichita, Kansas and legally described on Exhibit A attached hereto (the “Premises”) to Assignee and to sell and convey to Assignee all improvements on the Premises.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, and Value Place hereby agree as follows:

1. **Defined Terms; Incorporation.** In addition to other terms defined in this Assignment, terms used in this Assignment with the first letter of each word capitalized shall have the meaning set forth in the Purchase Agreement, unless otherwise provided herein. This Assignment is subject to the terms and conditions of the Purchase Agreement, which terms are incorporated herein by this reference.

2. **Assignment.** As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor shall indemnify, defend, save and hold harmless Assignee only as set forth in the Purchase Agreement, including, but not limited to, Article 8 of the Purchase Agreement.

3. Acceptance of Assignment. As of the Transfer Date, Assignee hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease no matter when arising, AS IS, without representation or warranty of any kind, except as expressly set forth in the Purchase Agreement, and hereby releases Assignor as set forth in the Purchase Agreement, including, but not limited to Article 8 of the Purchase Agreement. Assignee shall indemnify, defend, save and hold harmless Assignor and Value Place as set forth in the Purchase Agreement, including, but not limited to, Article 8 of the Purchase Agreement.

4. Appurtenances, Easements, and Improvements. Assignor hereby grants, bargains, conveys, and sells to Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to (a) all appurtenant property relating to the Premises, (b) all easements benefiting the Premises, and (c) all improvements constructed on the Premises.

5. Conflicts. No terms and/or conditions set forth in this Assignment shall be deemed to limit, enlarge, alter or amend the terms and/or conditions set forth in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and/or conditions set forth in this Assignment and the terms and/or conditions set forth in the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

6. Jurisdiction and Venue. The parties acknowledge that a substantial portion of the negotiations, anticipated performance, and execution of the Purchase Agreement occurred or shall occur in Sedgwick County, Kansas. This Assignment shall be construed in accordance with and governed by the laws of the State of Kansas, without regard to its principles of conflict of laws. Any legal action brought to enforce or construe this Assignment shall be brought in the courts located in Sedgwick County, Kansas, and the parties hereby agree to the jurisdiction of such courts and agree that they will not invoke the doctrine of *forum non conveniens* or other similar defenses.

7. Invalidity of Provisions. If any provision of this Assignment is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the parties to this Assignment will not be materially and adversely affected thereby (a) such provision shall be fully severable; (b) this Assignment will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Assignment shall remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Assignment a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provisions as is possible.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

9. Attorneys Fees and Costs. If either party brings an action against the other party based upon an alleged breach of the other party's obligations under this Assignment, the prevailing party in the action shall be entitled to recover its costs and reasonable attorneys' fees from the losing party in such action. Such payment shall be made within thirty (30) days following the date of any final settlement among the parties or the final, unappealable judgment. A party is deemed to have prevailed if it obtains a final, unappealable judgment or final settlement in its favor that substantially provides for the relief contemplated either in its complaint or responsive pleading.

10. Binding Effect. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest, legal representatives, and assigns.

11. Further Acts. Each party shall, at any time and from time-to-time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Assignment.

Signatures follow on the next page.

CITY CONSENT

The City of Wichita, Kansas, a Kansas municipality ("Landlord") hereby consents to the above Assignment and Assumption of Waterwalk Ground Lease #5 (the "Assignment"), dated as of the ____ day of _____, 2015 ("Transfer Date"), by and among **WATERWALK APARTMENTS BY VP LLC**, a Kansas limited liability company ("Assignor"), Assignor's sole member, **VALUE PLACE HOLDINGS LLC**, a Delaware limited liability company ("Value Place"), and **WATERWALK WICHITA LLC** a Kansas limited liability company ("Assignee"). Pursuant to that certain Waterwalk Ground Lease No. 5, by and between Assignor and Landlord, dated June 26, 2013, and filed of record with the Sedgwick County Register of Deeds on July 8, 2013, DOC.#/FLM-PG 29386466 (the "Ground Lease"), including, but not limited to Section 16.06 thereof, Landlord hereby releases and relieves Assignor of all of Assignor's obligations pursuant to the Ground Lease arising on and after the Transfer Date. The Assignment shall act as a novation of such obligations of Assignor.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

"Landlord"

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Name: _____
Title: City Attorney

EXHIBIT A

Legal Description of Premises

Lot 1, Block A, Waterwalk West Addition, Wichita, Sedgwick County, Kansas.

Second Reading Ordinances for February 24, 2015 (first read on February 10, 2015)

- A. ZON2014-00031 – Zone Change from B Multi-Family Residential to LC Limited Commercial subject to Protective Overlay #294 on Property Located on the Northwest Corner of North Rock Road and East Douglas Avenue, 7802 East Douglas Avenue. (District II)**

ORDINANCE NO. 49-939

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.

- B. ZON2014-00028 – Request to Amend Protective Overlay #78 to Allow a Wireless Communication Facility with a 100 Foot Monopole on GC General Commercial on Property Generally Located North of MacArthur Road and Northwest of Kansas Highway K-42. (District IV)**

ORDINANCE NO. 49-940

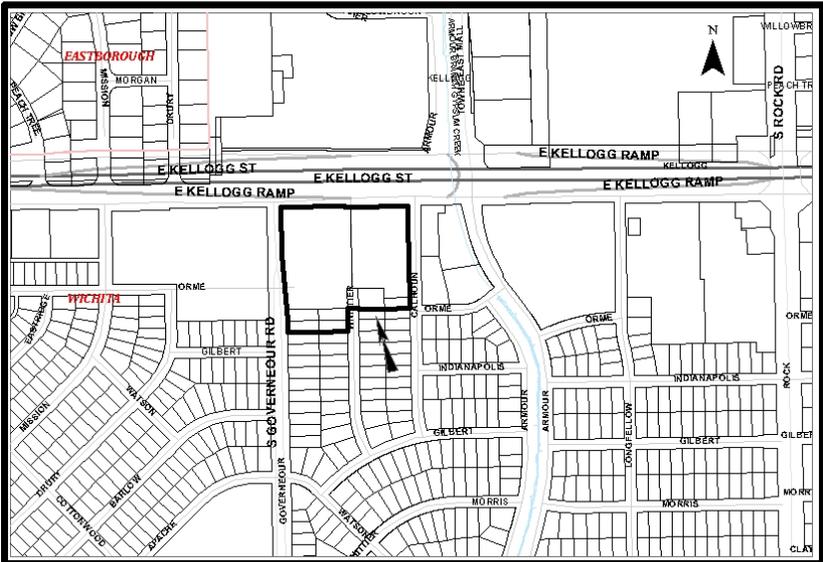
AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: SUB2011-00049 -- Plat of Mike Steven Motors 2nd Addition Located West of Rock Road, on the South Side of Kellogg (District II)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

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



Background: The site consists of one lot on 8.9 acres. Two zone changes (ZON2011-00018 and ZON2014-00022) have been approved from Single-Family Residential (SF-5) to Limited Commercial (LC) for portions of the site. The site is also subject to the Mike Steven Motors Community Unit Plan (CUP2011-00017, CUP2014-00026, DP-308).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Water Main Removal Certificate for the abandonment of a water line. The site is within the noise impact area of McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

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

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

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

Legal Considerations: The Law Department has reviewed and approved the Drive Approach Closure Certificate, Water Main Removal Certificate, Avigational Easement, Restrictive Covenant and Notice of CUP as to form and the document will be recorded with the Register of Deeds.

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

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

Attachments: Drive Approach Closure Certificate.
Water Main Removal Certificate.
Avigational Easement.
Restrictive Covenant.
Notice of Community Unit Plan.
Ordinances.

(OCA150004)

Published in The Wichita Eagle on March 6, 2015

ORDINANCE NO. 49-943

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. ZON2011-00018

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

That part of Lot 1, Block A, Mike Steven Motors 2nd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most easterly southeast corner of said Lot 1; thence S89°50'34"W along the most easterly segment of the south line of said Lot 1, 133.10 feet for a point of beginning; thence continuing S89°50'34"W along the most easterly segment of the south line of said Lot 1, 134.92 feet to a deflection corner in said south line; thence N00°02'43"W along a segment of the south line of said Lot 1, 5.14 feet to a deflection corner in said south line; thence continuing N00°02'43"W along the extension of the last described course, 103.78 feet; thence N89°50'43"E, 134.96 feet; thence S00°00'30"E, 54.37 feet; thence S00°02'02"E, 54.54 feet to the point of beginning.

Generally located West of Rock Road, on the South Side of Kellogg.

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 3rd day of March, 2015.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

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

(OCA150004)

Published in The Wichita Eagle on March 6, 2015

ORDINANCE NO. 49-946

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. ZON2014-00022

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

That part of Lot 1, Block A, Mike Steven Motors 2nd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 1; thence N00°04'44"W along the west line of said Lot 1, 119.99 feet to a deflection corner in said west line; thence N89°50'09"E, 314.12 feet to a deflection corner in the south line of said Lot 1, (said deflection corner previously platted as the most southerly southeast corner of Lot 1, Block A, Mike Stevens Motors Addition, Wichita, Sedgwick County, Kansas); thence S00°02'43"E along a segment of the south line of said Lot 1, 120.00 feet to a deflection corner in said south line; thence S89°50'16"W along the most westerly segment of the south line of said Lot 1, 314.05 feet to the point of beginning.

Generally located West of Rock Road, on the South Side of Kellogg.

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 3rd day of March, 2015.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

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

DRIVE APPROACH CLOSURE CERTIFICATE

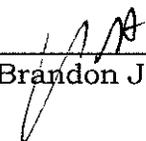
Sedgwick County)
) SS
State of Kansas)

Nevets, Inc., a Kansas Corporation, owner of that certain real property to be known as MIKE STEVEN MOTORS 2ND ADDITION, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Kellogg Drive except one opening shall be closed, any existing drive approaches on Gouverneur Road except two openings shall be closed, any existing drive approaches on Calhoun Drive except three openings shall be closed, and any existing drive approaches on Whittier Road shall be closed.

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

Signed this 20th day of January, 2015.

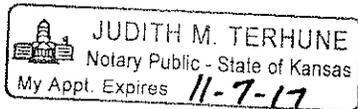
Nevets, Inc.

By: 
Brandon J. Steven, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 20th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brandon J. Steven, as President of Nevets, Inc., a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

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

WATER MAIN REMOVAL CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Nevets, Inc., a Kansas corporation, owner(s) of that certain real property to be known as **Mike Steven Motors 2nd Addition, Wichita, Sedgwick County, Kansas**, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing water mains per said platting requirements shall be removed.

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

Signed this 20th day of January, 2015.

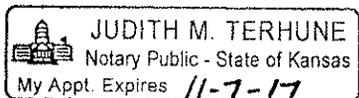
Nevets, Inc.

By: 
Brandon J. Steven, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brandon J. Steven, as President of Nevets, Inc., a Kansas corporation, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed on behalf of said corporation.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

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

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 20th day of January, 2015, by Nevets, Inc., a Kansas Corporation, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

MIKE STEVEN MOTORS 2ND ADDITION

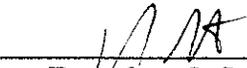
Lot 1, Block A

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

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code Sect. 40102, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

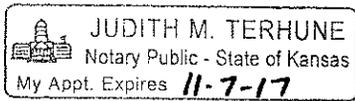
Nevets, Inc.

By:  _____
Brandon J. Steven, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 20th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brandon J. Steven, as President of Nevets, Inc., a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

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

RESTRICTIVE COVENANT

THIS DECLARATION made this 20th day of January, 2015, by Nevets, Inc., a Kansas Corporation, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

MIKE STEVEN MOTORS 2ND ADDITION

Lot 1, Block A

WHEREAS, the Declarant's property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well-being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property.

NOW, THEREFORE, Declarant hereby declares that MIKE STEVEN MOTORS 2ND ADDITION, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

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

Executed the date and year first above written.

Nevets, Inc.

By: *[Signature]*
Brandon J. Steven, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

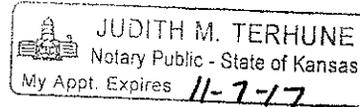
BE IT REMEMBERED, that on this 20th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brandon J. Steven, as President of Nevets, Inc., a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:



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

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 20th day of January, 2015, by Nevets, Inc., a Kansas Corporation, hereinafter called Declarants,

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

MIKE STEVEN MOTORS 2ND ADDITION

Lot 1, Block A

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Mike Steven Motors Community Unit Plan (DP-308).

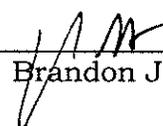
NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property.

The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said Mike Steven Motors 2nd Addition.

EXECUTED the day and year first written above.

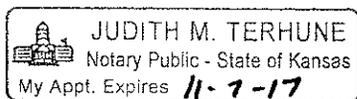
Nevets, Inc.

By: 
Brandon J. Steven, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 20th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brandon J. Steven, as President of Nevets, Inc., a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

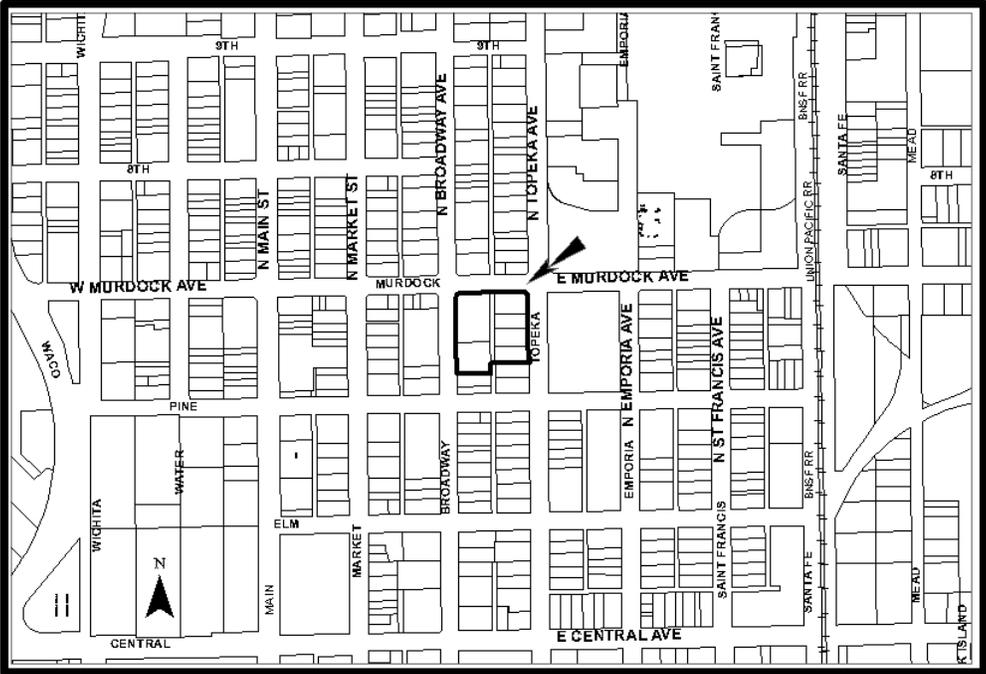
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: SUB2014-00035 -- Plat of QuikTrip 18th Addition located North of Central, on the East Side of Broadway (District VI)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

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



Background: The site consists of two lots on 2.2 acres. A zone change (ZON2011-00024) has been approved from Multi-Family Residential (B) and General Office (GO) to General Commercial (GC) for a portion of this site.

Analysis: Water service is available to serve the site. Sewer improvements will be constructed by a private project. The applicant has submitted a Drive Approach and Alley Closure Certificate regarding the driveways and alley return required to be closed by access controls, which are being dedicated by the plat.

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

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

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

Legal Considerations: The Law Department has reviewed and approved the Drive Approach and Alley Closure Certificate as to form and the document will be recorded with the Register of Deeds.

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

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

Attachments: Drive Approach and Alley Closure Certificate.
Ordinance.

(OCA150004)

Published in The Wichita Eagle on March 6, 2015

ORDINANCE NO. 49-944

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. ZON2011-00024

Zone change request from B Multi-Family Residential and GO General Office to GC General Commercial on property described as:

QuikTrip 18th Addition, Wichita, Sedgwick County, Kansas.

Generally located North of Central, on the East Side of Broadway.

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 3rd day of March, 2015.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

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

DRIVE APPROACH
&
ALLEY CLOSURE CERTIFICATE

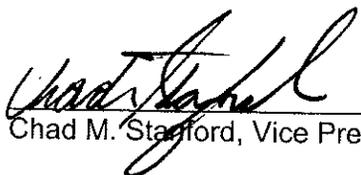
QuikTrip West, Incorporated, the owner of Lot 1, Block 1, QuikTrip 18th Addition, an addition to Wichita, Sedgwick County, Kansas, is in the process of re-platting said property, and does hereby acknowledge that in accordance with the requirements of the re-platting process as set forth by the City of Wichita, that certain existing drives not within the platted full movement openings locations designated on the face of the plat along Topeka Avenue, Broadway Avenue, and Murdock Avenue be closed as part of the re-development process.

And said QuikTrip West, Incorporated, does also hereby acknowledge that in accordance with the requirements of the re-platting process as set forth by the City of Wichita, that the alley returns shall be closed as part of the re-development process.

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

Signed this 26th day of January, 2015.

QUIKTRIP WEST, INCORPORATED,
a Kansas limited liability company


Chad M. Stanford, Vice President

ATTEST:

STATE OF OKLAHOMA, TULSA COUNTY} ss:

This instrument was acknowledged before me on this 20th day of January, 2015,
by Chad M. Stanford, Vice President, QuikTrip West, Incorporated.

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

Janatha Hoffman, Notary Public
Notary Public:
My Term Expires: 12-23-18



APPROVED AS TO FORM:

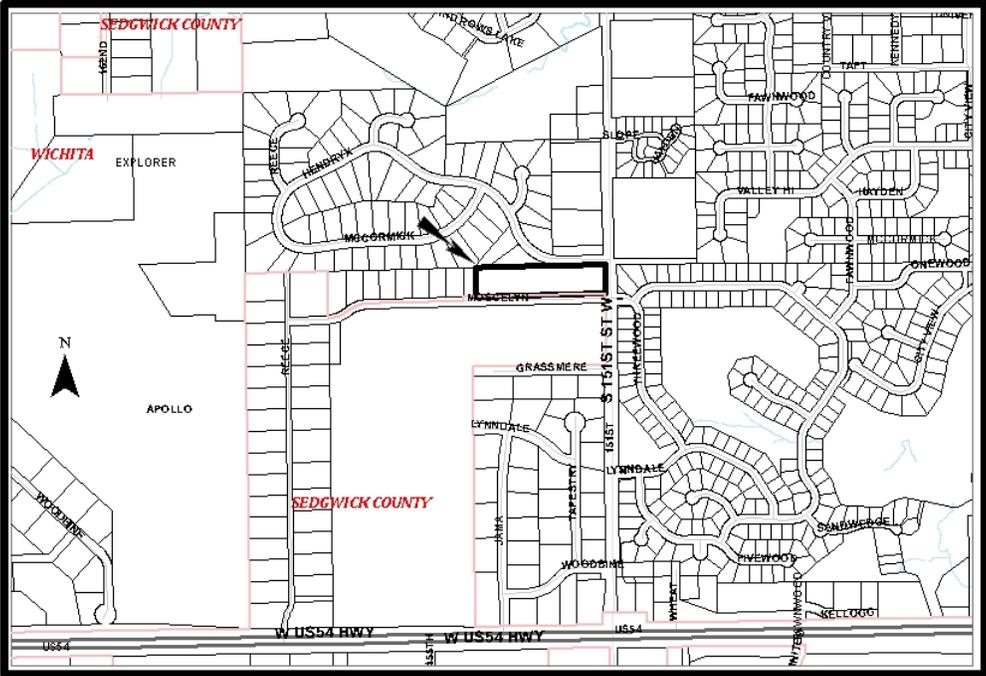
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law
City of Wichita, Kansas

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: SUB2014-00037 -- Plat of Moscelyn Meadows Addition Located North of Kellogg, on the West Side of 151st Street West (District IV)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

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



Background: The site consists of three lots on 4.38 acres zoned Single-Family Residential (SF-5).

Analysis: Water services are available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for sewer improvements. The applicant has submitted a No Protest Agreement for Future Paving regarding Moscelyn Lane. The applicant has submitted a Cross-Lot Drainage Agreement as requested by City Stormwater Management.

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

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

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, No Protest Agreement for Future Paving, Cross-Lot Drainage Agreement and Resolution as to form and the

documents will be recorded with the Register of Deeds.

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

Attachments: Certificate of Petition.
No Protest Agreement for Future Paving.
Cross-Lot Drainage Agreement.
Resolution.

RESOLUTION NO. 15-054

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS SANITARY SEWER IMPROVEMENT – MOSCELYN MEADOWS (NORTH OF KELLOGG, WEST OF 151ST STREET WEST) (472-85023).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by resident owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District described below (the "Improvements").

(b) The estimated or probable cost of the Improvements is \$20,000.00 exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Moscelyn Meadows
Lots 1 and 2, Block A

(d) The method of assessment is: equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 24, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW AND CITY ATTORNEY

CERTIFICATE OF PETITION

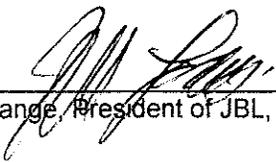
STATE OF KANSAS)
COUNTY OF SEDGWICK)

We, JBL, INC, owner of Lots 1 and 2, Block A, MOSCELYN MEADOWS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, do hereby certify that petition for the following improvement has been submitted to the city Council of the City of Wichita, Kansas:

1. Sewer Petition

As a result of the above-mentioned petition for improvement, all lots or portions thereof within MOSCELYN MEADOWS ADDITION may be subject to special assessments assessed thereto for the cost of constructing the above described improvement.

Signed this 30th day of January, 2015.



Jeff Lange, President of JBL, Inc.

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 30th day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Lange, President of JBL, INC., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.



Notary Public

SEAL  TERI Y. HAYNES
Notary Public - State of Kansas
My Appt. Expires

My Commission Expires: 05/04/16

APPROVED AS TO FORM:

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

NO PROTEST AGREEMENT FOR FUTURE PAVING

THIS AGREEMENT made and entered into this 30th day of January, 2015, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and JBL,INC, and Steve T. and Stefanie D. Roth, party of the second part (hereinafter "Owners").

WITNESSETH:

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

WHEREAS, Owners is the owner of real property legally described as: Beginning at the Northeast corner of the SE/4 of Section 27, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West along the North line of said SE/4, a distance of 1055.0 feet, more or less, to a point 1582.0 feet East of the Northwest corner of said Quarter Section; thence South parallel with the West line of said SE/4, a distance of 210.0 feet; thence East parallel with the North line of said SE/4, a distance of 1055.0 feet, more or less, to a point in the East line of said SE/4; thence North 210.0 feet to the point of beginning, EXCEPT the following described tract:

A tract in the SE/4 of Section 27, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point on the North line of said SE/4, a distance of 1582.00 feet East of the Northwest corner of said SE/4; thence on a bearing of N 89°43'51" E (assumed) along said North line, a distance of 87.25 feet; thence S 01°44'24" W a distance of 210.12 feet; thence S 89°43'51" W, parallel with said North line, a distance of 82.13 feet; thence N 00°20'38" E, parallel with the West line of said Southeast Quarter, a distance of 210.00 feet to point of beginning.

and

WHEREAS, Owners wishes to complete a Subdivision application for approval through the Wichita/Sedgwick County Planning Department.

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

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners request for subject subdivision to said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this subdivision have been constructed.
2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waives their right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of paving improvements on Moscelyn Lane by City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owners said real property.
3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this 30th day of January, 2015.

Owners:

[Signature]
Jeff Lange, President of JBL, INC.

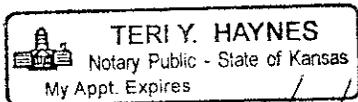
[Signature]
Steve T. Roth

[Signature]
Stefanie D. Roth

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 30th day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Lange, President of JBL, INC., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.



[Signature]
Notary Public

My Commission Expires: 05/04/16

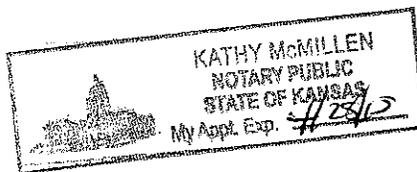
STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 30th day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Steven T. Roth and Stefanie D. Roth, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 4-28-15



CITY OF WICHITA

By: _____
Carl Brewer , Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this _____ day of _____,
2015, before me, a Notary Public, in and for the County and State aforesaid, came Carl
Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be
the same person(s) who executed the within instrument of writing and such person(s) duly
acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last
above written.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

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

CROSS LOT DRAINAGE AGREEMENT

THIS AGREEMENT made 30th day of January, 2015, by JBL, INC., Steve T. and Stefanie D. Roth, hereinafter referred to as the grantors.

WHEREAS the Grantors are owners of the following described real estate:

Lots 1,2 and 3, Block A,
MOSCELYN MEADOWS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the above described real property is continuous to and lie directly adjacent to each other; and

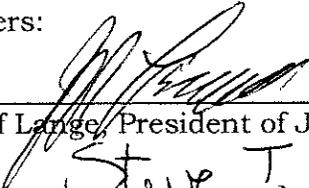
WHEREAS, the Grantors desire to provide a perpetual cross lot surface drainage agreement over and across each real property.

NOW THEREFORE, in consideration of the premises:

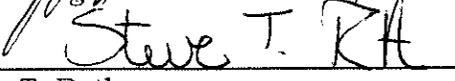
Grantors hereby subjects the above described real property to allow that subject lots may drain over and across each other as necessary in accordance with a final drainage plan filed with the City of Wichita.

This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to the above described real property.

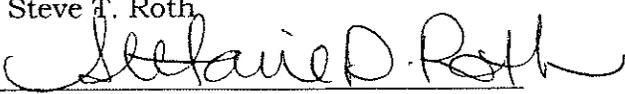
Owners:



Jeff Lange, President of JBL, INC.



Steve T. Roth



Stefanie D. Roth

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 30th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Lange, President of JBL, INC., personally known to me to be the same person who executed the within instrument of writing and such person 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.



Teri Y. Haynes
Notary Public

(My Commission Expires: 05/04/16)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 30 day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steven T. Roth and Stefanie D. Roth, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Kathy McMillen
Notary Public

(My Commission Expires: 4-28-15)



APPROVED AS TO FORM:

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

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

Attachments: Contingent Drainage Easement.

CONTINGENT DRAINAGE EASEMENT

This EASEMENT made this 8th day of January, 2015, by and between, Aaron G. ST Vrain of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a CONTINGENT perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The West 20.00 feet of the South 150.00 feet of the South 3.0 acres of the East half of the South 10.0 acres of the West half of the Southwest Quarter of the Southwest Quarter of Section 32, Township 26 South, Range 1 East of the 6th Principal Meridian, Sedgwick County Kansas, Except for road Right-of-Way.

Said contingent dedication shall become effective if the City of Wichita determines a need for such dedication due to neighborhood complaints related to flooding, poor drainage, health concerns, and/or standing water, at which time said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

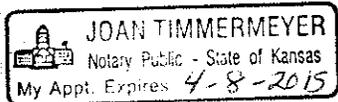
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

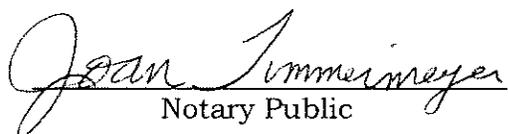
By: 
Aaron G. ST Vrain

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 8th day of January, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Aaron G. ST Vrain, personally known to me to be the same person who executed the within instrument of writing and such person 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.




Notary Public

(My Appointment Expires: 4-8-2015)

APPROVED AS TO FORM:

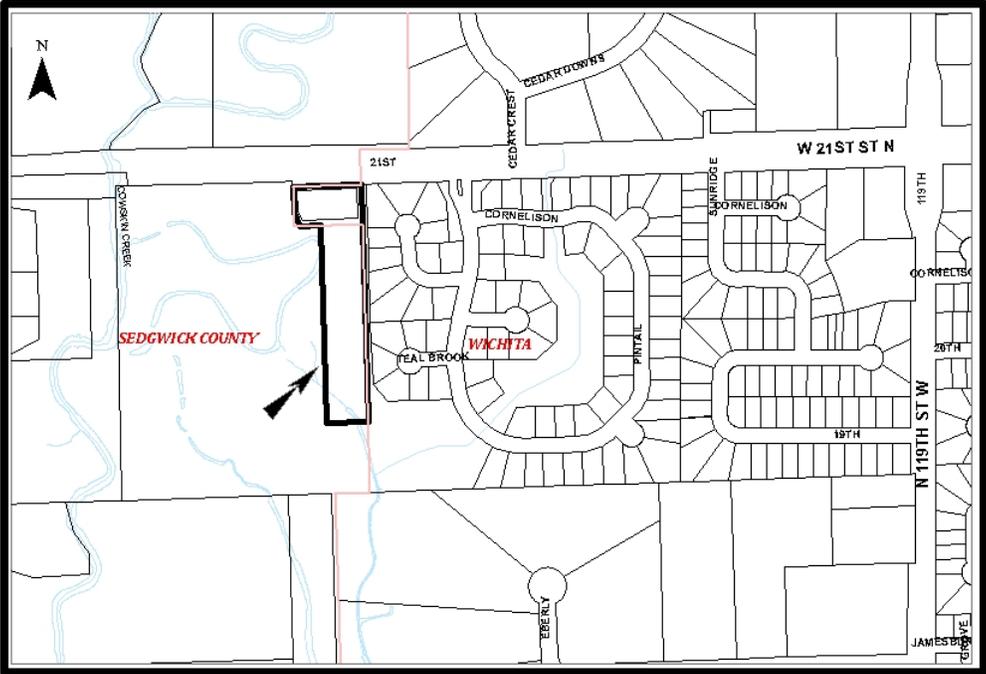
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council
SUBJECT: SUB2014-00044 -- Plat of Greiffenstein Square No. 2 Addition Located on the South Side of 21st Street North, West of 119th Street West (District V)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site consists of one lot on 3.98 acres. Since annexation of the south portion of the site is a condition for approval of this plat, the corresponding annexation case is on the same agenda. After annexation, the south portion of the site will be zoned Single-Family Residential (SF-5). The remainder of the property is zoned General Office (GO).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

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

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

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenant as to form and the document will be recorded with the Register of Deeds.

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

Attachments: Restrictive Covenant.

RESTRICTIVE COVENANT

This covenant, executed this ___ day of January, 2015.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Greiffenstein Square No. 2 Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission providing for the ownership and maintenance of the platted drainage reserve, Reserve B.

NOW, THEREFORE, the undersigned does hereby subject Greiffenstein Square No. 2 Addition, Wichita, Sedgwick County, Kansas, to the following covenant:

1. That the ownership and maintenance of Reserve B shall be by the undersigned and/or the successors in interest of Lot 1, Block A, Greiffenstein Square No. 2 Addition.
2. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled the obligations. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas from becoming a nuisance, may enter upon said reserves or common areas and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned or the association, its successors or assigns, upon receipt of reason, it may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.
3. This covenant is binding on the owners, there successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year firsts above written.

HoneyTree Branches Academy

Kimberly Fielding *Scott R. Servis*
Name: _____
Title: Owner/President

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

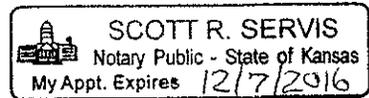
BE IT REMEMBERED, that on this 28th day of January, 2015, before me, a Notary Public, in the aforesaid county and state, came Kimberly Fielding, Owner/President HoneyTree Branches Academy, personally known to me to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Scott R. Servis

Notary Public

My Commission Expires: December 7, 2016



APPROVED AS TO FORM:

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

City of Wichita
City Council Meeting
February 24, 2015

TO: Mayor and City Council

SUBJECT: A15-02 - Request by Ian and Karma Dopps to Annex Lands Generally Located South of 21st Street North, Approximately One-Half Mile West of 119th Street West (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request and place the ordinance on first reading.

Background: The City has received a request to annex approximately three acres of land generally located south of 21st Street North, approximately one-half mile west of 119th Street West. The annexation area is bordered by property located within the City of Wichita’s incorporated area to the east and north.

Analysis:

Land Use and Zoning: The annexation area consists of approximately three acres zoned “SF-20” Single-Family Residential and is undeveloped. The plat of Greiffenstein Square No. 2 Addition was approved for the subject property by the Wichita-Sedgwick County Metropolitan Area Planning Commission on January 22, 2015, and is scheduled for consideration by the City Council on February 24, 2015. The adjacent property to the south and west is zoned “SF-20” Single-Family Residential and is developed with farmstead. The properties to the east are zoned “SF-5” Single-Family Residential and are developed with single-family residences. The property to north is zoned “GO” General Office and is developed with an early childhood education center.

Public Services: The conditions of Greiffenstein Square No. 2 require payment of in-lieu-of-assessment fees to extend water and sanitary sewer service to serve the site.

Street System: The annexation area does not abut a public street but gains access to 21st Street North through the adjoining property the north, which is being replatted as part of Greiffenstein Square No. 2 Addition.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 21 at 2110 N. 135th St. W. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The nearest park is West Meadows Park at 1433 N. Parkridge, approximately one mile southeast of the subject property. The Parks, Recreation and Open Space Plan recommends future development of new parks to the north and west of the subject property as the growth of the City warrants.

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

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

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$3,500 with a total assessed value of \$402. Using the current City levy (\$32.509/\$1000 x assessed valuation), this property would yield approximately \$13 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to expand the early childhood education center located on the property to the north and construct a 6,753 square foot building at an estimated appraised value after completion of \$922,000. Assuming the current City levy remains about the same, this would yield approximately \$7,500 in City annual tax revenues.

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

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

Attachments: Map Sheet
Ordinance

OCA150004

PUBLISHED IN THE WICHITA EAGLE ON MARCH 6, 2015

ORDINANCE NO. 49-945

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A15-02)

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

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

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF WICHITA, COUNTY OF SEDGWICK, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE ON A GRID BEARING OF N 88°05'53" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 328.82 FEET; THENCE S 01°54'07" E A DISTANCE OF 80.15 FEET TO THE NORTHEAST CORNER OF GREIFFENSTEIN SQUARE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; THENCE S 01°41'39" E, ALONG THE EAST LINE OF SAID GREIFFENSTEIN SQUARE, A DISTANCE OF 158.00 FEET TO THE SOUTHEAST CORNER OF SAID GREIFFENSTEIN SQUARE AND THE POINT OF BEGINNING; THENCE CONTINUING S 01°41'39" E A DISTANCE OF 794.03 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER; THENCE S 88°05'53" W, ALONG SAID SOUTH LINE, A DISTANCE OF 164.58 FEET; THENCE N 01°41'39" W A DISTANCE OF 794.03 FEET TO THE SOUTH LINE OF SAID GREIFFENSTEIN SQUARE; THENCE N 88°05'53" E, ALONG SAID SOUTH LINE OF GREIFFENSTEIN SQUARE, A DISTANCE OF 164.58 FEET TO THE POINT OF BEGINNING. THE ABOVE TOTAL TRACT CONTAINS 3.00 ACRES, MORE OR LESS.

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

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

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

ADOPTED at Wichita, Kansas, this March 3rd, 2015.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Sharon Dickgrafe, Interim
Director of Law & City Attorney

Planning Agenda

Item: _____

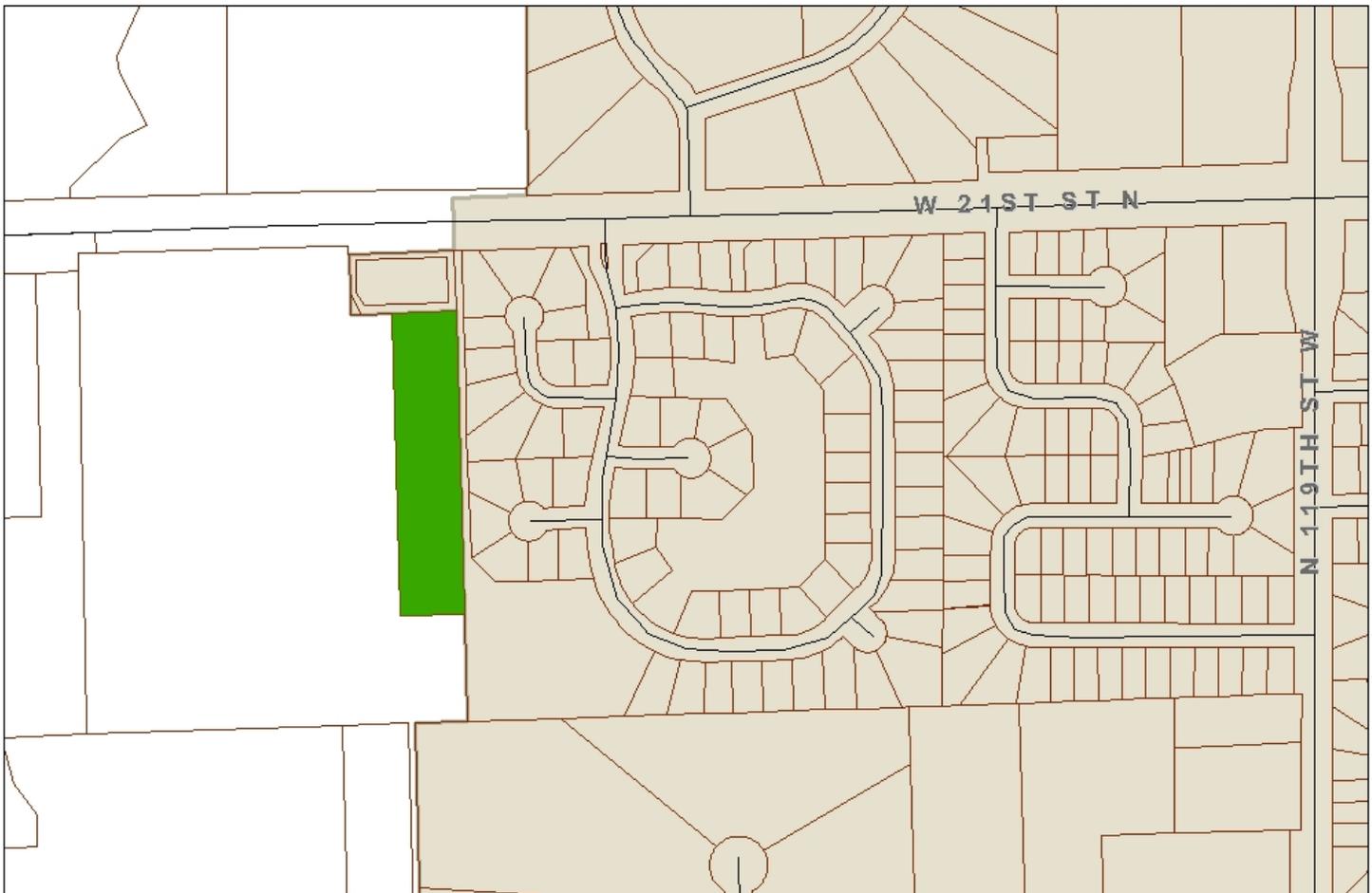
A15-02

Attachment No. 1

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

General Location: Generally located south of 21st Street North, approximately one-half mile west of 119th Street West

Address:	N/A	Reason(s) for Annexation:
3.00	Area in Acres	<u> X </u> Request
0	Existing population (est.)	<u> </u> Unilateral
0	Existing dwelling units	<u> </u> Island
0	Existing industrial/commercial units	<u> </u> Other:
Existing zoning:	"SF-20" Single Family Residential	



- ANNEXATION AREA
- WICHITA
- UNINCORPORATED



Software: ArcGIS
 Map Data Sources: City of Wichita, Sedgewick County
 Prepared: 2/10/15

I understand that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are errors or information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with regard to the information or data displayed.
 Note: Public property represented on this map is not intended to be exclusive.

City of Wichita
City Council Meeting
February 24, 2015

TO: Wichita Airport Authority

SUBJECT: Airparts Company, Inc. – S. A. No. 19
Wichita Dwight D. Eisenhower National 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 Eisenhower Airport. Airparts occupies 2,504 square feet of the 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, 2014 and has been on a month-to-month holdover status.

Analysis: Airparts is desirous of extending its current agreement for one additional year through December 31, 2015.

Financial Considerations: The combined facility rent and land rent calculates to be an annual rate of \$16,589, which reflects an increase of one percent compared to the previous year. The calculation of this amount includes a land rental rate increase to \$0.4118 per square foot that is consistent with the WAA's published land rental rate schedule for that portion of the Airport.

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

Recommendations/Actions: It is recommended that the WAA approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 19.

SUPPLEMENTAL AGREEMENT NO. 19

By and Between

THE WICHITA AIRPORT AUTHORITY

and

AIRPARTS COMPANY, INC.

Facility Rental – 1991 Airport Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 19, dated February 24, 2015, 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 18, with the most recent supplement dated February 5, 2013; and

The LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 19 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

The term of this extension shall be for a one-year period from January 1, 2015 through December 31, 2015.

2. Rental

Facility rental shall remain and continue for the twelve month term of this Supplemental Agreement No. 19 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. 19 shall be set at \$.4118 per square foot. This annual land rental of \$3,982.52 is payable in monthly installments of \$331.88.

Therefore, the annual rent shall be \$16,588.94, payable in monthly installments of \$1,382.41, due on the first day of each month during the term of this Supplemental Agreement No. 19.

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

City of Wichita
City Council Meeting
February 24, 2015

TO: Wichita Airport Authority

SUBJECT: EagleMed, LLC – Supplemental Agreement No. 1
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: EagleMed, LLC (EagleMed) operates an emergency air ambulance service headquartered at Wichita Dwight D. Eisenhower National Airport. In May 2012, the Wichita Airport Authority (WAA) entered into an agreement with EagleMed to lease warehouse space at 2163 Air Cargo Road, Units G and H. EagleMed occupies 2,426 square feet of the subject building, which has a total area of approximately 20,960 square feet. DHL occupies the remainder of the facility.

Analysis: EagleMed is desirous of relocating Units G and H to Units I and J due to DHL needing to increase square footage of warehouse space.

Financial Considerations: There are no financial impacts on the Airport with respect to the relocation of the leasehold.

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

Recommendations/Actions: It is recommended that the WAA approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

EagleMed, LLC

for

Use of Facility – 2163 Air Cargo Road
Units I and J
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this February 24, 2015, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and EAGLEMED, LLC, (LESSEE).

WHEREAS, the parties previously entered into an Agreement, dated May 15, 2012 for aviation-related purposes in connection with its business of operation of public air charter services; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. EXHIBIT A

Exhibit "A" of the original Agreement shall be **replaced** with the revised Exhibit "A", dated October 17, 2014.

2. PREMISES

Section 1 of the original Agreement, dated May 15, 2012, shall be **replaced** to add the following language:

LESSOR does hereby lease to LESSEE a designated area of the Premises located at 2163 Air Cargo Road, Units I and J, on Wichita Dwight D. Eisenhower National Airport, consisting of 2,426 square feet, all referred to herein as the Premises, as outlined on Exhibit "A", attached hereto and made a part hereof.

3. OTHER TERMS

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto 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"

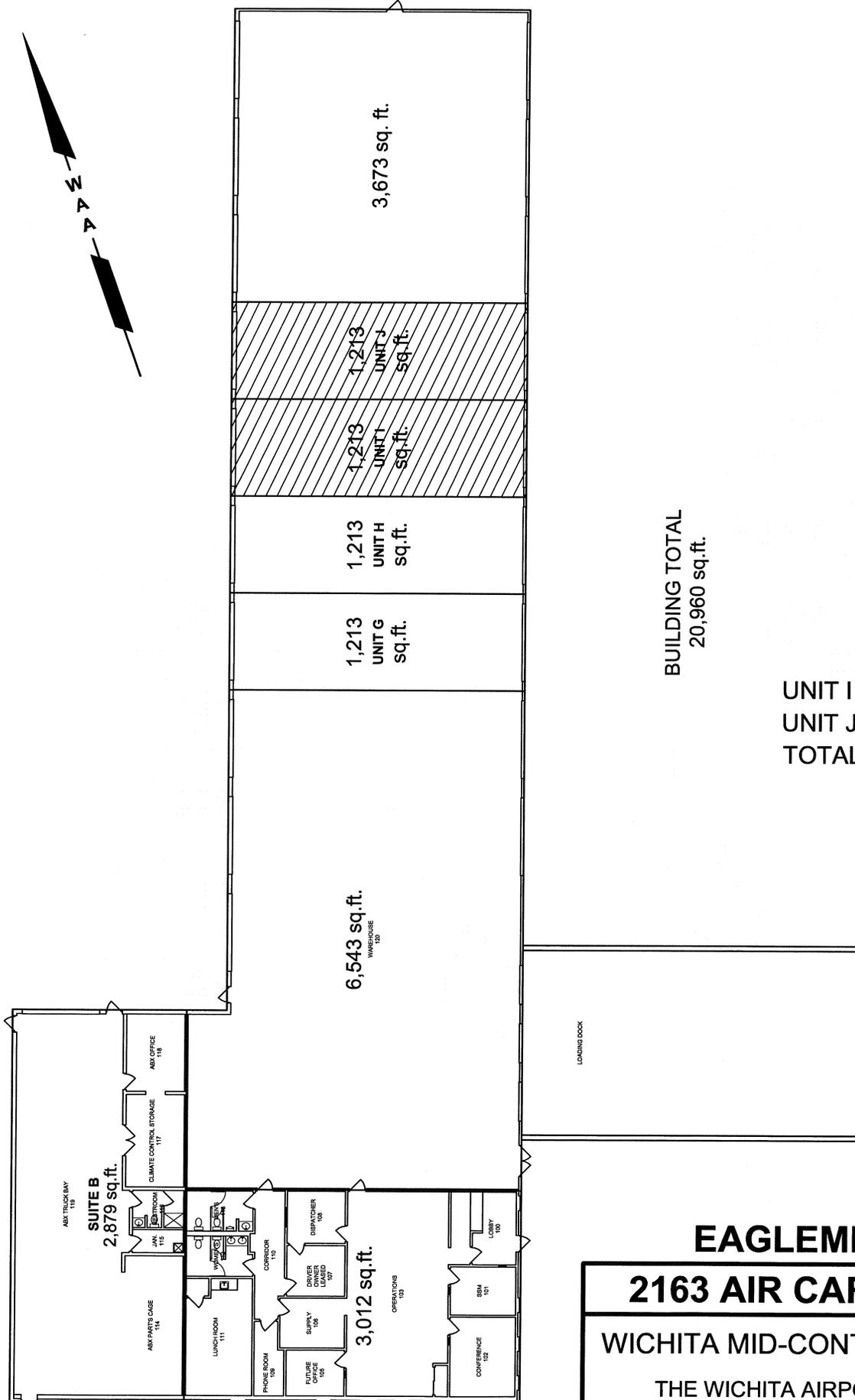
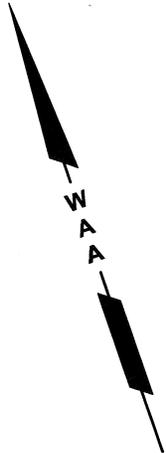
By _____
Victor D. White, Director of Airports

ATTEST:

By _____

By _____
Larry Bugg, President
EAGLEMED, LLC
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law



BUILDING TOTAL
20,960 sq. ft.

UNIT I 1,213 sq. ft.
UNIT J 1,213 sq. ft.
TOTAL 2,426 sq. ft.

EAGLEMED LLC

2163 AIR CARGO ROAD

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
10/17/14	H.G.O.	1" = 30'	1 of 1

DISCLAIMER:

THE INFORMATION ON THIS DRAWING IS THE BEST AVAILABLE AND CURRENT AS OF THE DRAWING DATE. CHANGES AND/OR CORRECTIONS MAY HAVE BEEN MADE AFTER THAT DATE.